

Open Access Journal Publishing Service,

Service Level Agreement

This Service Level Agreement entered into by and between IUPUI School of Education (“Journal”) and The Trustees of Indiana University on behalf of the Indiana University Purdue University Indianapolis University Library (“Library”).

WHEREAS, Journal has the right to publish or cause to be published *African American Learners Journal* (“Publication”);

WHEREAS, As part of its academic mission, Library hosts and provides access to an open-access journal publishing service (“Service”) that is accessible to all Indiana University Purdue University Indianapolis (“IUPUI”) faculty, staff, students, and selected community affiliates;

WHEREAS, Journal desires to license the Publication to Library so that Library may disseminate the Publication through its Service and has designated Jomo W. Mutegi to serve as liaison(s) between Journal and Library (“Representative(s)”);

WHEREAS, Library is willing and able to provide such Service to Journal;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Open Access

- a. Journal is strongly encouraged to make the full text of Publication immediately open access, that is free to read and free to re-use. At a minimum, the full text of Publication must be free to read.
- b. Journal may opt for delayed open access for newly published content by employing no more than a two-year embargo. All issues of Publication older than two years must be free to read.

2. Responsibilities of Library

- a. Library will guide Journal through the implementation of the Publication in the Service. This will include providing guidance and advice on formatting and organization, defining workflow, policy creation, etc. Library will offer on-campus training sessions and online self-guided tutorials covering the Service
- b. If an e-ISSN does not yet exist for the Publication, Library will apply for the e-ISSN on behalf of the Journal and its Publication after the first issue of the Publication is digitally published.

- c. Library will work with Journal to set up a website for the Publication within the Service, and to establish the site administrator's and Representative's roles.
- d. Library will provide support for basic Publication configurations; provided, however, that software customization, including code changes or requests to install plug-ins, must be negotiated separately with the Library's staff supporting such customizations.
- e. Library will make content available through IUPUI servers and will make commercially reasonable efforts to maintain access to the Publication through its Service. Library will maintain a system update schedule for the Service as it sees fit and will inform Journal of updates (which may require brief downtimes of the Service) in a timely manner. Library will regularly back up the Publication content on geographically dispersed servers and/or cloud servers. Library will provide the same level of server maintenance and uptime that it provides for its other non-critical services. Library will make every effort to have the Service available 24x7x365, but Journal acknowledges and understands that if multiple services go down, the Service described herein may not be in the first tier of services brought back online. Library will apply industry standard system security practices and will endeavor to prevent unauthorized or inappropriate access to information belonging or pertaining to Journal that is stored within the Service.
- f. Journal will serve as the primary point of contact for support to users, including authors, reviewers, and sub-editors. In general, the Library will not work directly with users to provide support in using the Service, but if Journal's good faith efforts to support a user have been unsuccessful, Library may, but is not required to, provide additional support to Journal at Journal's request. In addition, Library may work directly with end-users at the request of Journal on technical issues that are disrupting the Service generally, but will endeavor in all cases to work primarily through Journal.
- g. Support for the Service is available during normal business hours (Monday-Friday, 9am-5pm). The primary contact for support from Library to Journal is Ted Polley (dapolley@iupui.edu, 317-274-8552). The IUPUI University Library Center for Digital Scholarship (digschol@iupui.edu, 317-278-8011) may also provide support.

3. Responsibilities of Journal

- a. At a minimum, issue data, including article titles, authors, and abstracts and a full table of contents, must be made available openly at the time the issue is published even if the full text of contents are embargoed or limited to subscription/member access.

- b. If Journal provides delayed open access, Journal must employ automatic embargo function within the Service and set appropriate date for automated embargo lift; provided, however, that Library staff will assist in training on the automated embargo system.
- c. Journal will establish the Publication title, description, policies, procedures, reviewers, and editorial board. Journal will create and implement the Publication sections (e.g., articles, announcements, reviews).
- d. Journal will prepare content for publication, including editorial review, layout, and conversion to appropriate formats for Service compatibility; provided, however, that Library may serve as a consultant to Journal for these matters if requested by Journal.
- e. Journal will identify all Publication editorial roles, which may include but are not limited to section editors, proofreaders, or layout editors.
- f. Publication content acquisition is the responsibility of Journal, including but not limited to soliciting content, creating issues and volumes, and developing tables of contents, metadata, and indexes; provided, however, that Library may serve as a consultant regarding metadata creation at the request of Journal.
- g. Journal is responsible for establishing the subscription price and managing the subscription process, including new and cancelled subscriptions, and collection of subscription charges. Journal is responsible for any customizations to the built-in subscription add-on; provided, however, that Library staff will assist with turning on the built-in subscription add-on within the Service.
- h. Publication's title page will link to the Service's webpage and will acknowledge that the Publication is made available through the Service of Library as follows:

“<Publication> is published by <Journal>. This journal is hosted and supported by IUPUI University Library.”
- i. Journal shall meet reasonable standards for appropriate content and user-interface elements and abide by IU Brand Guidelines (<http://brand.iu.edu>), IUPUI University Library's Privacy Policy (<http://www.ulib.iupui.edu/libinfo/privacy>), and IU's Acceptable Use Policy (<https://protect.iu.edu/online-safety/acceptable-use.html>).

4. Domain Name System Management

Library will provide a default namespace, currently <http://journals.iupui.edu/journalnamehere/>. Journal may choose to select a non-IUPUI, independent domain name, but will be subject to a separate request process to do so. Information on this process is available at: <http://kb.iu.edu/data/ageo.html#request>. Journal is responsible for selecting the independent domain

name, securing permission to acquire and use that non-IUPUI domain name, paying any costs associated with the domain name, and informing the Library of the domain name.

5. Digital Object Identifiers

Employing the use of Digital Object Identifiers (“DOIs”) is strongly encouraged but not required. Library will cover the costs and support the system-wide, standard technical implementation of DOIs for Journal. Library will assign a standard string unique to each article within the Publication. Library will provide training regarding the bibliographic and citation standards that are required if Journal selects to connect DOIs to its Publication.

Journal is responsible for deciding whether to use DOIs and for ensuring that bibliographies, citations or reference lists are appropriately formatted according to CrossRef DOI Display Guidelines (http://help.crossref.org/displaying_dois_in_print_and_online). Incorrectly formatted DOIs incur a cost from CrossRef. If such costs are incurred, Journal, not Library, will be solely responsible for covering such costs.

6. Back Issues

If Journal has back files it seeks to redistribute through the Service, Library will provide guidance for the process. Library may provide digitization, copyright attainment procedures, and upload of back files for an additional, negotiable cost to Journal. See IUPUI Faculty Digital Scholarship Fund for possible funding support for such cost(s) (<http://www.ulib.iupui.edu/digitalscholarship/grants>).

7. Intellectual Property; Grant of License

- a. Journal hereby grants to Library a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, make derivative works of, publicly display and perform and distribute the Publication for the purposes contemplated by this Agreement and in conjunction with the Service.
- b. Journal and/or its authors, depending on the terms of any publishing agreement or policy Journal has with its authors, shall retain all right, title, copyright, and other intellectual or proprietary rights in the Publications. Library does not acquire any intellectual property or other rights in the Publications or the Journal except as specifically acknowledged in this Agreement.
- c. The Library reserves the right to archive and continue to make openly available content that was published or made openly accessible through the Library-supported system while this agreement was in effect.

8. Representations and Warranties; Indemnification

- a. Journal represents and warrants to Library all of the following:
 - i. Journal has the full power and authority to enter into this Agreement;
 - ii. Publication does not infringe intellectual property rights of any third party;
 - iii. No legal actions, investigations, claims, or proceedings are pending or threatened relating to the Publication;
 - iv. Publication contains nothing libelous or contrary to law; and
- b. Journal agrees to indemnify Library, including its trustees, officers, directors, agents, and employees from and against any and all liability, damage, loss or expense arising from any claim, demand, action or proceeding based upon or arising out of the breach or alleged breach of any of the representations or warranties set forth in this Agreement or incurred in the settlement or avoidance of any such claim. This agreement to indemnify shall survive any termination or expiration of this Agreement.

9. Termination

Either party may terminate this Agreement upon ninety (90) days' written notice to the other; provided, however, that Library may suspend or terminate this Agreement immediately upon any of the following:

- a. Journal's failure comply with the maximum two-year embargo as required by Section 2a.
- b. A persistent failure to address copyright and academic misconduct complaints for Journal content, or any other reason that may damage the academic credibility of Library, as determined by Library in its sole discretion.

10. Transfer

- a. If the Journal decides to transfer the responsibilities outlined in Section 2 above to a third party, the Journal will notify the Library in writing of its decision at least ninety (90) days prior to the transfer date.
- b. If needed, the Library has the right, but not the obligation, to continue providing the Service to the third party.

11. Abandonment of Journal

If Journal appears to be abandoned (i.e. no new issues for a period of two years and/or Journal's Representative cannot be reached), Library reserves the right to archive the already created content and remove the live Service.

12. Disclaimer; Limit of Liability

- a. Journal acknowledges and understands that the Service provided by Library best serves serial, currently producing publications with a review and/or multi-step workflow process. Publications differently characterized may be best served by another library-supported digital system, and Library makes no, and specifically disclaims all, warranties relating to the Service.
- b. Journal acknowledges and agrees that this Service is not considered to be a highly secured system, and it should not be used to store sensitive information.
- c. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIBRARY MAKES NO, AND SPECIFICALLY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES PROVIDED HEREIN WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, THAT JOURNAL'S CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, NON-INFRINGEMENT, OR QUIET ENJOYMENT.
- d. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL LIBRARY, ITS AFFILIATES, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE TO JOURNAL FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, LIQUIDATED, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE, OR CONTENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR OTHERWISE, EVEN IF LIBRARY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

13. Relationship of Parties

The parties enter this Agreement as independent contractors, and nothing herein shall be interpreted to create any agency, partnership, joint venture, or employment relationship between them.

14. Assignment

Neither party may assign this Agreement, or any part thereof, without the express written consent of the other.

15. Waiver

The failure of either party to enforce a breach of this Agreement will not constitute a waiver of any future breach, whether similar or dissimilar in nature.

16. Governing Law

This Agreement shall be construed in accordance with and pursuant to the internal laws of the State of Indiana, without regard to choice of law rules. Further, the parties: (a) agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Monroe County, Indiana, or in federal court of competent jurisdiction in the Southern District of Indiana; (b) consent to the personal jurisdiction of such courts; and (c) waive any defense of *forum non conveniens*.

17. Entire Agreement

This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

For IUPUI School of Education (“Journal”):

Signed: _____ Date: _____

Printed Name: _____

For Indiana University:

Signed: _____ Date: _____

Printed Name: _____