

Journal Hosting Agreement

Contents

- [Hosting agreement](#)
- [Attachments](#)

This document applies to journals hosted on the Open Journal Systems (OJS) platform. Information for journals hosted on [eCommons](#) is available on the [eCommons help pages](#).

Hosting agreement

Journal Hosting Agreement

Cornell University Library (CUL) provides a journal hosting service in order to facilitate scholar-led journal publication. In doing so, CUL supports Cornell University's mission to discover, preserve, and disseminate knowledge and creative expression.

CUL provides the service in accordance with its [policies](#), which enumerate the responsibilities of the parties to this agreement and are incorporated hereto. CUL reserves the right to update its policies at any time.

Parties to the Agreement:

- Cornell University, on behalf of its Library (hereinafter "CUL"); and
- <NAME OF JOURNAL REPRESENTATIVE> as representative of <TITLE OF JOURNAL> on behalf of its Authors, Staff, and Publisher (hereinafter "Journal").

Non-exclusive rights granted to Cornell University Library

Journal grants Cornell University Library (CUL) the non-exclusive rights to:

- reproduce and/or distribute the metadata for all hosted works (including the abstract) worldwide in print and electronic format and in any medium now known or hereafter developed, including but not limited to audio or video;
- reproduce and/or distribute the full text of all hosted works worldwide in print and electronic format and in any medium now known or hereafter developed, including but not limited to audio or video; in accordance to the publication's access model (e.g. open or closed access);
- convert submissions to any medium or format for the purpose of preservation;
- keep more than one copy of this submission for purposes of security, back-up, and preservation; and
- store and continue in perpetuity to make available the content; and
- transfer the above rights to one or more other entities assuming CUL's responsibilities to archive and make available for public use the journal and its contents.

Compliance with copyright law

Journal is responsible for ensuring their authors comply with copyright law, including (but not limited to) the following:

- evaluating the copyright status of third-party content used in material submitted for publication;
- making fair use determinations; and
- obtaining permission as needed.

Journals must require their authors to warrant that their work is original, contains no defamatory material, and does not infringe on the copyrights of others.

Liability statement

Indemnification. Journal shall defend, indemnify, and hold harmless Cornell and its trustees, officers, agents, and employees from all suits, actions, or claims of any character, name, or description, including reasonable attorneys' fees and litigation expenses, brought on account of any injuries damage or loss (real or alleged) sustained by any person or persons arising out of (1) negligent acts or omissions of Journal, its employees, subcontractors or agents, including, but not limited to any claims for personal injury, including but not limited to infringement of copyright, patent, or other proprietary rights; or (2) any other claims of any nature whatsoever arising out of this Agreement, or Journal's failure to perform or comply with any requirements of this Agreement.

Term and termination

This agreement will be reviewed annually and subject to renewal three years from the date of signing. A notice to terminate or alter the publication agreement must be provided no later than 90 days in advance of the proposed change. CUL shall provide the Journal with a copy of its content and data at the time of termination.

Use of Name

Neither Party hereto will use the name, trade name, trademark or any other designation of the other Party to this Agreement for any purpose without prior written consent.

Notices

All notices or communications pertaining to this Agreement will be given in writing either by personal delivery, by overnight courier, or by registered U.S. mail with return receipt. The effective date of any notice or communication referred to hereunder will be: (i) if personally delivered, the date of such delivery, (ii) if delivered by courier, two (2) business days following the date on which such notice or communication is deposited with such courier, or (iii) delivered by U.S. mail, ten (10) days after the date on which such notice or communication is deposited with the U.S. Postal Service. Notice will be provided as follows:

Journal representative

CUL representative

<JOURNAL REPRESENTATIVE NAME>
<REPRESENTATIVE'S TITLE>
<REPRESENTATIVE'S ADDRESS>

Gerald Beasley
Carl A. Kroch University
Cornell University Librarian
201 Olin Library
Ithaca, NY 14852-5301

Status of the Parties

The parties are and will be independent contractors; neither is the employee, agent or representative of the other. Nothing contained in this Agreement will create or be deemed to create any agency, partnership, association or joint venture between the Parties hereto. Except as otherwise specifically set forth in this Agreement, no Party hereto will have any right, power or authority to create any financial or other obligation or responsibility, express or implied, on behalf of the other Party hereto, or to bind the other Party hereto contractually or legally in any way. Except as otherwise specifically set forth herein, no Party hereto will suggest in any manner whatsoever that it has any right, power or authority to obligate or bind the other Party hereto, or is the other Party's agent or representative for any purpose, or that there is or will be any partnership, joint venture or similar arrangement between the Parties hereto.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of New York, without regard to principles relating to conflicts of law. The courts of the State of New York in Tompkins County and the United States District Court for the Northern District of New York will have exclusive jurisdiction over the Parties with respect to any dispute or controversy between them arising under or in connection with this Agreement and, by execution and delivery of this Agreement, the Parties to this Agreement submit to the jurisdiction of those courts, including, but not limited to, the *in personam* jurisdiction of those courts, waive any objection to such jurisdiction on the grounds of venue or *forum non conveniens*, or the absence of *in personam* jurisdiction, consent to service of process by mail in accordance with the notice provisions contained in this Agreement or any other manner permitted by law.

Assignment

Neither Party may assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party.

Miscellaneous

This Agreement constitutes the entire agreement of the Parties regarding its subject matter, and it supersedes any and all prior and collateral negotiations, agreements and understandings between the Parties, whether written or oral, regarding the subject matter. This Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither this Agreement nor any provision hereof may be modified or waived orally, but only by an instrument in writing signed by both Parties. Any waiver of any term, provision or condition of this Agreement in any one or more instances will not be deemed to be or construed as a further or continuing waiver of such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. If any provision of this Agreement is determined to be invalid, void or unenforceable in any respect, the remaining provisions hereof will continue in full force and effect. This Agreement is not for the benefit of any third party. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument. Any appendices, schedules, riders, and exhibits attached hereto are made part of this Agreement as if fully set forth in the text hereof.

Dispute Resolution

The Parties will use their best efforts to negotiate in good faith and resolve any dispute that may arise out of or in connection with this Agreement or any breach of this Agreement. If there is a dispute between the Parties arising out of, or in relation to, this Agreement, including any question regarding its existence, validity, or termination (a “Dispute”), then either Party may give the other Party a written notice, before initiating litigation, setting forth the full details of the Dispute (“Notice of Dispute”). Authorized representatives of the Parties will meet in person or via teleconference to discuss and attempt to resolve the Dispute not less than fifteen (15) days after receipt of the Notice of Dispute.

IN WITNESS WHEREOF , the Parties hereto have executed this Agreement as of the day and year first above written.

<STA
RT
DAT
Effective date: E>
<STA
RT
DATE
PLUS
ONE
Review date: YEAR>

Renewal date: RS>

[illegible]

Signature – CUL representative ntative

Date Date

Attachments

File	Modified
Microsoft Word Document CULJournal HostingAgreement.docx	Mar 07, 2020 by 00d4eab94afcd33014af d06a464517c