

OPEN JOURNAL SYSTEMS HOSTING

TERMS OF SERVICE

Background

As a service to The University of British Columbia (“**UBC**”) community and in support of the open dissemination of scholarly works, UBC will, subject to these Terms of Service (“**Terms**”), provide users (“**Users**” or “**you**”) with access to the Open Journal Systems (“**OJS**”) open source journal publishing platform located at [http://ojs.library.ubc.ca] the (“**Platform**”). Access to the Platform will enable Users to self-publish and manage e-journals on UBC’s OJS hosting system (the “**OJS System**”).

Terms of Service

These Terms govern your use of the OJS System and the services that are made available through the OJS System (collectively, the “**OJS Services**”). Please read these Terms carefully. By signing these Terms of Service, you are stating that you have read, understand, and agree to be bound by these Terms.

1. **Legal Agreement**

The terms and conditions set forth in this document apply to all Users of the Platform and constitute a binding legal agreement between you and UBC.

2. **Eligibility**

You represent and warrant that you are UBC faculty, staff or a UBC student, and that you edit or support an electronic journal (“**Journal**”). Changes over time to your connection to UBC will not necessarily constitute grounds for revocation of your use of the OJS Services, at UBC’s sole discretion.

3. **Your Use of the Platform**

Upon acceptance of the Terms you will:

- a. Provide UBC with the name and contact information of one person who will serve as the main contact for communication purposes with UBC (“**Journal Contact**”). Where the Journal is a student-run journal, contact information must also be provided for a faculty member sponsor;
- b. Launch and maintain the Journal, adhering to the following timelines:
 - i. Issue a call for Journal content and/or publish the first issue within one year of the Effective Date. If the Journal is not set up after one year of the Effective Date, UBC will send a reminder to the Journal Contact, and if the Journal is not set up within three months of this notice, , the Journal website will be retired and your access to the OJS System will be terminated;
 - ii. In cases when a Journal has ceased publication for over three years and has not indicated any intention of resuming publication, UBC reserves the right to remove the Journal content from the OJS System, and make it available on another site of UBC’s choosing. The Journal will be provided with six months’ written notice to the Journal Contact prior to any changes being made to Journal content or availability;

- c. Be solely responsible for the creation, transfer and maintenance of Journal content on the Platform;
- d. Use the OJS System solely for the engagement in and promotion of scholarly activities and adhere to recognized scholarly codes of conduct and ethical practices as well as the UBC Board of Governors policy SC6 (Scholarly Integrity Policy) as amended from time to time, a copy of which can be located at <http://www.universitycounsel.ubc.ca/policies/policy85.pdf>; and
- e. Only use the OJS System in a manner that is consistent with the UBC Board of Governors policy SC14 (Information Systems Policy) as amended from time to time, a copy of which can be located at <http://www.universitycounsel.ubc.ca/policies/policy104.pdf>.

4. **UBC's Responsibilities**

Upon acceptance of these terms UBC will:

- a. Install, maintain, and provide access to the OJS System and set up a journal shell and a set of credentials for Users to submit, edit, and publish the Journal's content online;
- b. Make reasonable efforts to provide access to the Journal's content at all times, with advance notice to the Journal Contact for maintenance and upgrades;
- c. Maintain the OJS System, including updating to new versions in a timely manner, while, if practical, limiting changes that interfere with compatibility;
- d. Archive, in its original digital form, all of the Journal's content posted to the OJS System with the Public Knowledge Project's Private LOCKSS Network, or equivalent archiving service. In order to meet this responsibility you permit the UBC Library OJS Administrator to agree to the Preservation Network [Journal Terms](#) (attached as Appendix A) on your behalf, and agree to be solely responsible for compliance under such terms; and
- e. Supply DOIs to the Journal's content that is published while these Terms are in effect.

5. **Originality of Work**

You represent and warrant that the material that you upload to the OJS System is original and that you are not violating any copyright.

6. **Charges for OJS Service**

At present time, the OJS Services will be provided free of charge.

In the event of a decision by UBC to implement a fee structure for the OJS Services, UBC will amend these Terms and you will be required to agree to the new Terms prior to further use of the OJS Services.

Where access to the Journal content is provided via subscription, UBC reserves the right to access paywalled content free of charge.

7. Disclaimer of Warranties

You understand and expressly agree that use of the OJS system is at your sole risk. The OJS Services are provided on an “as is” and “as available” basis. UBC expressly disclaims all warranties of any kind, whether express or implied, with respect to the OJS Services. UBC makes no warranty that the OJS Services will meet your requirements or that the OJS Services will be uninterrupted, timely, secure or error free. You understand and agree that any material and/or information downloaded or otherwise obtained through the use of the OJS System is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom.

8. Indemnity

You agree to indemnify and hold harmless UBC, its officers, staff and employees from all claims, liabilities, damages, losses, costs and fees (including reasonable legal fees) made against UBC by any third party due to or arising out of or in connection with your use of the OJS System.

9. Limitation of Liability

You acknowledge that UBC shall not be liable for any damages, costs, or losses arising in any circumstance from your use of the OJS System, including, without limitation, damages arising from the breakdown of technology, failure to install upgrades and difficulties with access to the OJS System.

10. Access and Termination

You agree that UBC may terminate the OJS Services and your access to the OJS System:

- a. without notice, if UBC determines, in its sole and absolute discretion that the User has used the OJS System in violation of copyright law or these Terms; or
- b. on six months’ written notice.

You may discontinue your participation in and access to the OJS System at any time upon providing UBC with three (3) months prior written notice. Upon doing so you may export your data from the OJS System. However, UBC retains the right to continue to host and/or archive all or some of your previously hosted content.

11. Effective Date and Signature

These Terms shall be effective upon signing (“**Effective Date**”), and shall, unless terminated earlier in accordance with these Terms, continue to be in force for three years, at which point they may be renewed by UBC, at its sole discretion.

AGREED TO this ____ day of _____, 20 ____.

OJS System User (Print Name)

Email

OJS System User (Signature)

Faculty Contact (Name and email)

Appendix A
Public Knowledge Project Terms

As Primary Contact I, in good faith, accept and confirm the following terms and conditions for participation in the Public Knowledge Project's Preservation Network (PKP PN):

1. I have the authority to include this journal's content in a secure preservation network and, if and when necessary, to make the content accessible in the PKP PLN and its successors.
2. I agree to allow the PKP-PLN to include this journal's title and ISSN, and the email address of the Primary Contact, with the preserved journal content.
3. I confirm that licensing information pertaining to articles in this journal is accurate at the time of publication.
4. I acknowledge these terms may be revised from time to time and will supersede all previous versions. I will be asked to review them and to agree to them in order to continue to include this journal's content in the PKP PN.
5. I agree not to violate any laws and regulations that may be applicable to the content.
6. I agree to make every reasonable effort to inform the PKP PN in the event this journal ceases publication. I acknowledge that PKP PN will also employ automated techniques to detect a potential trigger event and contact the journal to confirm their publication status.
7. I agree that the PKP-PLN reserves the right, not to preserve or make content accessible.
8. PKP reserves the right to use the aggregated content in the PKP-PLN for research and reporting purposes and will adhere to the norms of standard research procedures.