

AGREEMENT

For hosting and distributing an Open Access Journal

The parties to this agreement (“Agreement”) are

1. **TU Delft , participating in this Agreement in its capacity as open access publisher under the name TU Delft OPEN (“Publisher”)**

And

2. **Editor of XXXXXXXXXXXX**

Both parties hereinafter jointly referred to as the “Parties”.

The Parties agree to the following:

1. The Publisher will
 - a. publish all journal content under the CC license (CC BY or CC BY NC): free access to all content without login/paywall. Free reuse of the content and authors retain their copyright depending on the agreement(s) the authors have signed with XXXX;
 - b. select, fund, maintain, and support all technologies and systems deemed by the Publisher to be necessary to fulfill paragraph 1a consistent with open-access publishing best practices, and provide XXXX with advice and training on all technologies and systems;
 - c. provide the XXXX with appropriate access to technologies and systems supporting the Journal’s administration as outlined in paragraphs 2c and 2d;
 - d. apply for and assign International Standard Serial Numbers (ISSN) for all formats of the Journal under the same current or future titles, and assign ISSNs to all back-file contents published under this Agreement which appear under the same current title;
 - e. manage inclusion of the Journal and all contents published under this Agreement in relevant third-party indexing and abstracting services deemed relevant by the Publisher;
 - f. provide continuous electronic access to the Journal’s website and contents except for maintenance downtimes;
 - g. digitally archive all of the Journal’s contents published under this Agreement;
 - h. provide the XXXX with timely notification of any technology or system changes that may impact current administration or distribution of the Journal under this Agreement;
 - i. advise and assist the XXXX to increase the Journal’s visibility, accessibility, and use.
 - j. provide a print on demand service for printing the journal if needed in collaboration with an external party as far as this service is possible to offer for TU Delft. Parties will make further arrangements if this service will be offered

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2. XXXX will:
 - a. grant to the Publisher a non-exclusive, perpetual, worldwide license for electronic hosting and dissemination as well as for providing printing on demand services of all of the Journal's contents and metadata published or produced under this Agreement, via the Internet or any subsequent technology;
 - b. grant to the Publisher a non-exclusive, perpetual, worldwide license to sublicense to third parties to store, copy, reproduce, republish, transmit, and distribute all of the XXXXX contents and metadata published or produced under this Agreement
 - c. take full responsibility for administration issues of the XXXX, including determining the Journal's title, mission, scope, and accepted article types; developing policies governing the peer-review process, author rights and responsibilities, manuscript submission requirements, and style guidelines; appointing editors, reviewers, and other staff; and all other matters pertaining to the administration of the Journal;
 - d. contribute, edit, subject to peer-review, and prepare all Journal contents for publication;
 - e. provide the Publisher with timely and correct notification of any administrative changes relevant to hosting and distribution of the Journal under this Agreement;
 - f. participate fully in set-up and maintenance of the publication platform provided by the Publisher, including completing a Journal Proposal Form; providing logos, banners, or other images; customizing site content, including contact information, submission forms, and review forms; and participating in training for editors and reviewers; Any content provided by the Editor for this purpose will be used by the Publisher as provided and without any prior assessment as to the content and possible rights of third parties.
 - g. grant the Publisher authority to index the Journal to DOAJ (Directory of Open Access Journals);
 - h. grant the Publisher authority to apply for inclusion of the Journal and all contents published under this Agreement in relevant third-party indexing and abstracting services;
 - i. take full responsibility for obtaining content contributors' consent to include their material in the Journal under the conditions of this Agreement, and obtain necessary permissions for re-use of any third parties or non, copyrighted materials;
 - j. take full responsibility for Journal contents published under this Agreement and hold the Publisher harmless for any claims, damages, or legal actions arising from that content directly or indirectly caused by the use of third party materials in the Journal's contents;
 - k. hold the Publisher harmless for any direct or indirect damages, costs, or losses whatsoever arising in any circumstances from agreed services under this Agreement, including damages arising from technology issues and difficulties with access; and
 - l. with the exception of ISSN application and management as outlined in paragraphs 1d and 2h, be solely responsible for production and distribution of all alternate formats of the Journal.

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3. The effective date of this Agreement is at the moment of the signature of the authorized representatives of the XXXX and the Publisher together, and continue indefinitely unless either party provides 6 months written notice of intent to terminate.
4. Either the XXXX or the Publisher may request review of this Agreement at any time.
5. In the event of termination of this Agreement and transfer of the Journal contents of the Agreement to a third party, the Publisher will cooperate fully and make all reasonable efforts to provide a smooth transition of all necessary content and metadata published or produced under this Agreement to whatever service provider the XXXX designates. However, the Publisher reserves in perpetuity all rights granted to it by the XXXX as outlined in paragraphs 2a and 2b. In the event of any technical problem to the Journal's website or other facilities provided by the Publisher under this Agreement, the Publisher will take all possible measurements to resolve the technical problem as soon as possible and as far as the resolution of this technical problem lies within the Publisher's power. The Publisher cannot be held responsible for any consequences of a possible technical problem to the Journal's website or other facilities provided under this Agreement.
6. In the event of termination of this Agreement without transfer of the contents to a third party, the Publisher will cooperate fully and make all reasonable efforts to provide ongoing access to archive content. However, the Publisher reserves in perpetuity all rights granted to it by the XXXX as outlined in paragraphs 2a and 2b.
7. In the event that the signatory on behalf of the Journal (chief editor) leaves the editors board, a successor will have to be sought that will continue this agreement with TU Delft. This person will take all appropriate measures to ensure that this agreement will run smoothly afterwards. The departing chief editor will ensure that at least one person from TU Delft will take a seat on the editors board and with that continue the affiliation with TU Delft. It is strongly recommended that this person will be appointed as the new chief editor if this is in accordance to the journal's internal rules, but this is not mandatory.
8. Dutch Law will be applicable for legal issues arise from this Agreement.

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On behalf of **TU Delft**, Alenka Prinčič, **chair**
TU Delft OPEN

On behalf of XXXX, **editor in chief**

Date:
Place of Signing:

Date:
Place of signing:

V02/08-07-2021