

UK LOCKSS Alliance Support Service Terms and Conditions

The UK LOCKSS Alliance is a network of UK Academic libraries that are committed to using LOCKSS (see www.lockss.org) as an archiving solution in order to preserve UK-priority content for HE/FE researchers. The UK LOCKSS network will comprise the distribution infrastructure required for libraries to take custody of scholarly content, while conforming to publisher's licences and collecting content according to their individual collection development policies.

As part of this alliance, the University of Edinburgh through its JISC National Datacentre EDINA (hereafter referred to as 'EDINA') will provide the Support Service (hereafter referred to as the Service). This document outlines the responsibilities of the Service and the subscribers to that service.

1 Definitions

- EDINA is the JISC National Data Centre based at the University of Edinburgh (<http://edina.ac.uk>) and is the Service Provider.
- 'Subscribing Institution' refers to an institution that is a member of the UK LOCKSS Alliance, having paid a subscription for the Service and agreeing to be bound by the Terms and Conditions of Service detailed herein.
- 'Licensed Content' refers to the scholarly content that is distributed through the LOCKSS network and stored in the LOCKSS boxes of Subscribing Institutions. This may take the form of freely available content, or subscription material for which a Subscribing Institution has paid. In either case, the Publisher must have given explicit permission for content to be stored in the LOCKSS network.
- LOCKSS is the archiving initiative described at www.lockss.org.
- 'Publishers' refers to the publishers who own the scholarly content to be collected in a Subscribing Institution's LOCKSS box and who licence that scholarly content to the Subscribing Institutions, to publishers whose materials are freely available, and to other content rights owners who make available content for preservation in e.g. Private LOCKSS Networks.

2 Responsibilities of the Service Provider

The Service Provider is EDINA. The Service Provider will provide a user support service including a helpdesk, training and appropriate documentation.

2.1 Training

The Service Provider will schedule a programme of workshops with a minimum of one each subscription year (August through to July). These workshops will be designed to reflect the current needs of the UK LOCKSS Alliance and (for example) may focus on training in the use of LOCKSS within an institution or on strategic discussions to guide the development of the UK LOCKSS Alliance. Additional staff training will be provided upon request to individual participants, and where necessary the Service Provider will schedule additional training events. Participation at these events will not require a fee, however Subscribing Institutions will be responsible for their own travel and sundry costs. The Service Provider reserves the right to cancel any event that attracts fewer than five participants.

2.2 Helpdesk

Service support queries may be addressed to the Service Provider at edina@ed.ac.uk. The UK LOCKSS Alliance Helpdesk will handle enquiries by telephone, post, FAX or email. Current contact details are maintained at <http://edina.ac.uk/about/contact.html>.

The helpdesk is staffed from 09:00 to 17:00 Monday to Friday. An answer-phone records enquiries when the helpdesk is not staffed. 100% of enquiries received by the helpdesk are acknowledged within 1 working day.

2.3 User support documentation and plug-ins

The Service Provider will make available the following facilities and documents via the LOCKSS UK Service Provider website. Revised documentation will be available on the date of launch of any new or substantially revised version of the LOCKSS software. Printed documentation will be available from the Service Provider on request on a cost-recovery basis.

(a) The Service will maintain a LOCKSS UK online help facility and FAQs that include information derived from a comprehensive internal knowledge base derived from the support queries received from Subscribing Institution's and the Service's responses to them.

(b) A detailed guide to installing a LOCKSS box and working with the LOCKSS system will be developed and distributed to Subscribing Institutions.

(c) A UK LOCKSS email discussion list (lockss@jiscmail.ac.uk) will be available as a means of fostering knowledge within the Alliance. Subscribing Institutions may join and will have access to the archive of the list.

(d) The Service will maintain the UK-specific plugins required for Subscribing Institutions to collect and archive permitted content through LOCKSS.

2.4 Changes to administrative and operational procedures

The Service Provider retains the right to change any administrative or operational procedure at any time. Whenever possible, the Service Provider will give advance notice of such changes.

2.5 Data protection

In order to operate an effective Service, the Service Provider will gather contact details (including name, address and telephone number) of an individual representative in each Subscribing Institution. The Service Provider is registered as a Data Controller and in handling Subscribing Institutions' data, will comply with the Data Protection Act.

3 Responsibilities of the subscribing institution

3.1 The UK LOCKSS system is largely preconfigured and thus mitigates the security risks associated with incorrectly or inadequately configured systems. It also lowers the resources required in terms of training, staff effort and financial investment. Nevertheless, the Subscribing Institution is responsible for procuring, installing and maintaining suitable hardware and software and for maintaining and updating its LOCKSS box. While the Service Provider will provide technical support and advice, it takes no responsibility for incorrectly or inadequately configured systems.

3.2 The Subscribing Institution is entitled to use the LOCKSS network to collect and preserve content made available by rights owners, including that for which it has a current

subscription, or content which is freely available, providing this content has associated with it the required LOCKSS system archival permission statement. All uses of the content retrieved in this way are subject to the terms and conditions of the publishers' licences.. The Subscribing Institution is wholly responsible for compliance with publishers' licences and terms and conditions of use.

3.3 The UK LOCKSS Alliance is a community driven organisation and as such the Subscribing Institution will be encouraged to contribute to the development of the LOCKSS approach in the UK. This may take the form of participation in discussions and surveys, identification of journal titles of importance, and system and plugin development.

3.4 The use of content preserved in a Subscribing Institution's LOCKSS box is governed by the same licenses and laws that governed that Institution's use of content when it was available from the publisher.

3.5 The Subscribing Institution is responsible for all content held on the LOCKSS box, along with the subsequent delivery and access of this stored content.

4 Membership rates

An annual fee secures membership of the UK LOCKSS Alliance and supports the cost of managing the programme and providing support. Membership fees are set by JISC Collections and are published on the JISC Collections Website (www.jisc-collections.ac.uk). Any changes to these rates is the responsibility of JISC Collections. The Support Service has no responsibility for setting or collecting fees.

5 Liability

The Service Provider will use best endeavours to ensure that the information it provides is free of errors and is current but does not guarantee the accuracy or fitness for purpose of such information.

The Service Provider shall not be liable in contract, tort or otherwise for any loss or damage sustained by a Subscribing Institution or others as a direct or indirect result of using the LOCKSS Support Service including but not limited to any loss or damage resulting from any error or defect, or delay or interruption to the service or inaccuracies or errors in the content accessed through the LOCKSS network and stored in your LOCKSS box. The Service Provider shall not be liable for any loss of content from the LOCKSS box or for any difficulty encountered by a Subscribing Institution in attempting to access or retrieve content from its LOCKSS box.

6 Indemnity

The Subscribing Institution indemnifies and keeps indemnified at all times, the Service Provider against all actions, proceedings, costs, claims, liabilities and expenses incurred by the Service Provider directly or indirectly in respect of any breach by the Subscribing Institution of these Terms and Conditions.

7 Suspension of Service

Should any Subscribing Institution breach these Terms and Conditions, EDINA reserves the right, without notice, to suspend its access to the services of the UK LOCKSS Alliance. Should any Subscribing Institution fail to maintain annual subscription fees, EDINA

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8 Intellectual Property Rights

All rights in the materials provided by the Service to LOCKSS Subscribing Institutions (including but not limited to documentation and training materials) remains the property of the Service. All rights in Licensed Content remains the property of the Publisher or other Rightsholder. A Subscribing Institution's use of such materials and Licensed Content must comply with the Terms and Conditions or Licence provided.

When using the UK LOCKSS network and Support Service a Subscribing Institution must comply with these terms and conditions. A Subscribing Institution may not, without the prior written agreement of EDINA, the UK LOCKSS Support Service, JISC Collections or the LOCKSS network, use any trademark, trade name or logo that includes or may be mistaken for the trademarks, trade names or logos of EDINA, The UK LOCKSS Support Service, JISC Collections or the LOCKSS Network.