

## Memorandum of Understanding

between

The Regents of the University of California, a non-profit academic institution, on behalf of the California Digital Library (“University of California” or “UC”) and JMIR Publications (“JMIR”) for Article Processing Fee Support

### Introduction

The Regents of the University of California, on behalf of The California Digital Library (“CDL”), with its principal offices at 1111 Franklin Street, Oakland, CA 94607, and JMIR Publications, a native OA publisher with its principal offices at 130 Queens Quay E Suite 1100, Toronto, ON M5A 0P6, Canada, are pleased to enter into a Memorandum of Understanding (“MOU”) for an Article Processing Fee (“APF”) support structure covering UC researchers during the calendar year 2022. This MOU may be extended through the mutual agreement of both parties.

### Purpose of the MOU

Through this MOU, CDL and JMIR agree to continue to pilot between them, a unique funding model and workflow designed by the University of California (UC) to foster open access uptake and sustainability in the decentralized US context. Under this funding model, APFs charged to UC corresponding authors shall be shared between the University of California libraries and individual authors, generally using grant and/or other research funds available to the author. Both parties commit to a joint process to implement and oversee the APF support, cooperate on user outreach, and address issues that may arise during the term of the MOU.

### Definition of Terms

**Article Processing Fee (“APF”)** – the fee charged to an author for publication in a JMIR journal. Known elsewhere as an “Article Processing Charge” or “Article Publication Charge” (APC).

**Corresponding Author** – the author who oversees the manuscript and correspondence during the publication process. The corresponding author has the authority to act on behalf of all co-authors in matters pertaining to publication of the manuscript, and is responsible for coordinating and informing all co-authors throughout the publication process.

### Details of implementation

#### Journals Covered by the MOU

Article Processing Fee support will be made available for all journals published by JMIR (see Appendix A)

during the term of this MOU, including new and transfer journals added to JMIR's collection during the term of the MOU.

### Article Scope

To be eligible for APF support under this MOU, articles must have at least one corresponding author who declares a University of California affiliation with any of the campuses and/or UC locations listed in Appendix B, and lists their UC affiliation in the article metadata. Authors of articles funded under this MOU retain their copyright and grant JMIR the right to distribute the article under the Creative Commons Attribution license (CC BY 4.0).

### Article Processing Fee Support

**CDL Deposit Account:** CDL will direct funds to a deposit account with JMIR containing funds to be used for supporting APF payments as described below. The initial deposit will be \$161,929, a prepayment of 95% of the expected library obligation. The deposit is payable within 45 days of signing the MOU. The maximum that shall be paid by CDL/UC under the library obligation under this Agreement is \$170,452.

**APF Subvention:** Each eligible article will have a portion of the APF paid by CDL out of the CDL deposit account. Authors may, if they prefer and have funding available, elect to decline CDL's payment of the subvention and pay the entire APF themselves.

The amount of the subvention shall be determined by CDL at its sole discretion, and may be changed by CDL with at least 4 weeks' notice; CDL will limit changes in the subvention amount to a maximum of two changes per calendar year. The initial APF subvention will be set at \$1000 per eligible article. In case of change to the subvention amount, only articles submitted after the effective change date will be affected.

**APF Remainder:** The remaining APF after the subvention amount has been deducted, if any, will be presented by JMIR to the author for payment. Authors will be asked to pay either the full APF or the APF Remainder using funds from their research grants or from other sources that may be available to them, such as departmental research funds, if those funds can be used for such purpose. Authors who do not have grant or other funding available will be able to request that the remaining cost be paid to JMIR from the CDL deposit account, as described below under Author and Payment Workflows. For avoidance of doubt, any articles submitted from January 1, 2022 through December 31, 2022, will be included under the terms of this agreement, though the new choice point permitting authors to decline the CDL subvention and pay the APF in full will commence only upon signing of this MOU and implementation by JMIR of an additional choice point on the author request form to accommodate this new option.

### Cost controls and payment terms:

- The maximum that will be paid under this Agreement by CDL/UC is 2% above the 2021 payment of \$167,110, or \$170,452. UC and CDL shall not be obligated for any additional funds regardless of the volume of UC publication or author grant contributions under the Agreement. However, UC Corresponding Authors will still experience the same workflow and messaging and receive the same options for APF support described above and below as if CDL/UC was continuing to pay, notwithstanding any changes to the level of APF subvention that may have been adopted in relation to the section above "APF subvention"

- CDL and JMIR agree to a midpoint contract check in to carry out good faith discussions that would enable any mutually agreed upon adjustments to be made in writing with the consent of both parties. For clarification, CDL and JMIR agree that neither party may make any changes to workflow, other than outlined in this agreement, however CDL and JMIR may engage in discussions to update messaging, to introduce an option for authors or coauthors to contribute funding and for other matters as mutually agreed upon. The parties may mutually agree in writing to updates in messaging, or financial terms but only following CDL's approval of any recommendations from JMIR.
- End of year reconciliation of payments: To identify the amount, if any, of a library payment owed at the end of the year, JMIR will develop and share projections based on articles in the pipeline and average acceptance rates, sharing a report that provides total UC corresponding authored articles in the pipeline for each journal title, and average acceptance rates. CDL will review the projections, and confer with JMIR as needed, and once agreed, pay the resulting agreed-upon projected library obligation for those articles. There will be no carry-over obligations as a result of articles in the pipeline, whether published or not, after this reconciliation payment at the end of 2022, and there will be no remaining financial obligations for UC or CDL under this agreement following this payment.

#### Author and Payment Workflows

JMIR commits to modify its acceptance workflow to implement APF support in an efficient and timely manner as follows:

- The acceptance letter sent to University of California authors shall include information about the APF support, based on the corresponding author's stated affiliation or email domain. CDL will continue to work with JMIR in crafting the text to be added to the acceptance letter and will have the right to approve any changes to the final text relating to the agreement.
- JMIR shall direct authors to a newly-developed UC-specific landing page, allowing the corresponding author to select the appropriate support option:
  - The author may accept the APF subvention with no additional questions, and then:
    - Accept an invoice or make a payment for the APF Remainder, OR
    - Ask CDL to pay the APF Remainder, if they do not have grants or other funds available for this purpose. The author will be directed to an APF Funding Request form to make this request; If an author submits the APF Funding Request Form, JMIR shall deduct the remaining APF from the CDL deposit account and continue processing the article. JMIR will provide the completed form to CDL for assessment. At CDL's discretion and upon explicit request from CDL, this process may be altered to require CDL review and approval when an author submits the APF Funding Request Form.
    - The author may decline the APF subvention and pay the entire cost of the APF from their own available funds.

JMIR commits to collaborating with CDL on refining the request form workflow, to streamline the author experience. In particular, JMIR commits to advancing towards a fully online workflow without printed forms.

Additionally, CDL and JMIR shall collaborate to develop a workflow to facilitate deposit of author manuscripts of articles published in JMIR journals to eScholarship, UC's institutional repository, in

compliance with UC's OA policies.

CDL and JMIR will also collaborate to organize joint outreach activities for UC authors.

### Reporting

JMIR will provide CDL with continuous reports (e.g. through a shared Google spreadsheet or a dynamic webpage) detailing the articles that have been funded through this MOU, their APFs, and their payment methods. CDL and JMIR will collaborate to determine an appropriate format and schedule for this reporting.

### Author Outreach

CDL and JMIR will collaborate to develop communications to authors about this agreement:

- Author communications will be jointly developed by CDL and JMIR providing University of California authors with general information about the agreement and guidance through the funding and workflow process. These pages will live both on JMIR's and the University of California's sites, with cross-linking between the two sites, and will be used both to offer instruction to authors whose articles have been accepted by JMIR and to provide information to potential authors prior to and at the point of submission.

### Ongoing collaboration on innovations to the model:

CDL and JMIR agree to good faith discussions regarding the following potential elements for a future agreement:

- PlanP: Consideration of a potential fixed prepayment approach for a preprint service incorporating portable peer review, including examining potential cost-neutral ways to shift some library investment in this direction.
- Cost sharing among authors beyond UC: Discussions to advance consideration of a model where UC corresponding authors are given the opportunity to voluntarily request contributions from coauthors at other institutions.

### Problem Resolution

CDL and JMIR will work cooperatively to resolve any funding, workflow, author identification, or other issues that may arise during the course of the agreement.

### Duration

The term of this MOU will commence effective date of signing (including all eligible articles submitted after the start date) and will extend through December 31<sup>st</sup>, 2022 (including all eligible articles that were submitted before the end date). The terms apply to articles submitted from January 1, 2022 through December 31, 2022. The MOU may be extended for an additional twelve months by mutual written agreement between CDL and JMIR. The MOU may be terminated by either CDL or JMIR at its sole discretion with a minimum of 45 days' notice, and any unspent funds in the CDL deposit account shall be returned to CDL.

CDL and JMIR agree to make reasonable efforts to start negotiations on the renewal of this agreement, no later than 3 months before the end of the agreement, for avoidance of doubt, by October 1<sup>st</sup> 2022.

This Memorandum of Understanding has been agreed and signed by:

DocuSigned by:  
[REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Date: 3/18/2022

[REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Publications Date: 03 / 18 / 2022

## Appendix A: Journals published by JMIR

1. [1999] **JMIR** (Journal of Medical Internet Research) (ISSN 1438-8871) <http://www.jmir.org>
2. [2012] **JMIR Research Protocols** (JRP, ISSN 1929-0748) <http://www.researchprotocols.org/>
3. [2012] **i-JMIR** (interactive Journal of Medical Research) (ISSN 1929-073X) <http://www.i-jmr.org>
4. [2012-2015] **Medicine 2.0\*** (ISSN 1923-2195) <http://www.medicine20.com>
5. [2013] **JMIR mHealth & uHealth** (mobile and ubiquitous health) (JMU, ISSN 2291-5222) <http://mhealth.jmir.org>
6. [2013] **JMIR Serious Games** (JSG, ISSN 2291-9279) <http://games.jmir.org>
7. [2013] **JMIR Medical Informatics** (JMI, ISSN 2291-9694) <http://medinform.jmir.org>
8. [2014] **JMIR Human Factors** (JHF, ISSN 2292-9495) <http://humanfactors.jmir.org/>
9. [2014] **JMIR Mental Health** (JMH, ISSN 2368-7959) <http://mental.jmir.org/>
10. [2014] **JMIR Rehabilitation and Assistive Technologies** (JRAT, ISSN 2369-2529) <http://rehab.jmir.org/>
11. [2015] **JMIR Medical Education** (JME, ISSN 2369-3762) <http://mededu.jmir.org/>
12. [2015] **JMIR Cancer** (JC, ISSN 2369-1999) <http://cancer.jmir.org>
13. [2015] **JMIR Public Health and Surveillance** (JPHS, ISSN 2369-2960) <http://publichealth.jmir.org>
14. [2015] **iProceedings\*\*** (iProc, ISSN 2369-6893) <http://www.iproc.org/>
15. [2015] **JMIR Preprints\*\*** <http://preprints.jmir.org/> (open peer-review platform)
16. [2016] **JMIR Challenges\*\*** <http://challenges.jmir.org> (a platform to connect solution-seekers with innovators)
17. [2016] **JMIR Diabetes** (JD, ISSN 2371-4379) <http://diabetes.jmir.org/>
18. [2016] **JMIR Biomedical Engineering** (JBE, ISSN 2561-3278) <http://biomedeng.jmir.org/>
19. [2017] **JMIR Cardio** (JCARD, ISSN 2561-1011) <http://cardio.jmir.org/>
20. [2017] **JMIR Formative Research** (JFR, ISSN 2561-326X) <http://formative.jmir.org/>
21. [2017] **Journal of Participatory Medicine** (JoPM, ISSN 2152-7202) <http://jopm.jmir.org> (since 2017)
22. [2018] **JMIR Dermatology** (JDerm, ISSN 2562-0959) <http://derma.jmir.org/>
23. [2018] **JMIR Pediatrics and Parenting** (JPP, ISSN 2561-6722) <http://pediatrics.jmir.org>
24. [2018] **JMIR Aging** (JA, ISSN 2561-7605) <http://aging.jmir.org>
25. [2018] **JMIR Perioperative Medicine** (JPOP, ISSN 2561-9128) <http://periop.jmir.org>
26. [2018] **JMIR Nursing** (JN, ISSN 2562-7600), <http://nursing.jmir.org>
27. [2019] **JMIR Data** (JD) <http://data.jmir.org/>
28. [2019] **JMIR Bioinformatics and Biotechnology** (JBB,2563-3570) <http://bioinform.jmir.org/>
29. [2020] **JMIRx|Med** <http://med.jmirx.org> (ISSN 2563-6316) [What is JMIRx?](#)
30. [2020] **JMIRx|Bio** <http://bio.jmirx.org> (What is JMIRx?)
31. [2020] **JMIRx|Psy** <http://psy.jmirx.org> (What is JMIRx?)
32. [2021] **JMIR Infodemiology** (JI, ISSN 2564-1891) <http://infodemiology.jmir.org>

33. [To be launched in 2022] JMIR AI (JAI, ISSN to come)
34. [To be launched in 2022] JMIR Neurotechnology (JNT, ISSN to come)
35. [Begins publishing JMIR in 2022. AAPINA society journal] Asia / Pacific Island Nursing Journal (ISSN:2373-6658)

\* only accepting submissions from the Medicine 2.0 conference, which is currently no longer organized

\*\* not a traditional journal

## Appendix B: Campuses of the University of California system

Campus	Email Domain
University of California, Berkeley	berkeley.edu
University of California, Davis	ucdavis.edu
University of California, Irvine	uci.edu
University of California, Los Angeles	ucla.edu
University of California, Merced	ucmerced.edu
University of California, Riverside	ucr.edu
University of California, San Diego	ucsd.edu
University of California, San Francisco	ucsf.edu
University of California, Santa Barbara	ucsb.edu
University of California, Santa Cruz	ucsc.edu
University of California Office of the President	ucop.edu
Lawrence Berkeley National Laboratory	lbl.gov

## Appendix C: APF Funding Request Form

### JMIR Request Form for Full Coverage of Article Processing Fee (APF) by the UC Libraries

Dear University of California authors,

Congratulations on getting your paper accepted in JMIR.

The University of California libraries maintain a membership agreement with JMIR, offering financial support to authors publishing Open Access in any of JMIR's journals. This financial support is offered in two ways:

1. a subvention of up to \$1000 applied to the APF for **all** articles published with a corresponding author from the University of California; you will already see this subvention applied to your total charge
2. for authors **who do not have grant funding** available to pay publishing charges, full coverage of the remainder of the APF.

Please be aware that the library's budget is limited, and the library expects that those authors with sufficient research funds available will use them to pay their share of the APF. The UC libraries have already agreed to pay a substantial share, and contributions by authors from research funds allow the libraries to stretch their limited resources further and support those authors who truly have no other source of payment.

To affirm that you do not have research grant funds available to pay the remainder of your publication charges, please indicate your current funding situation below and return this form:

This work is not funded by a research grant and I have no other sources of funding available.

I did not budget for publication in my grant.

My grant is too small to cover this fee.

My funding agency does not allow publication fees to be charged to my grant.

My research grant has expired.

Other (please explain): \_\_\_\_\_

Author name: \_\_\_\_\_

Article title: \_\_\_\_\_

Author signature: \_\_\_\_\_

Select your University of California campus or other affiliated location:

- University of California, Berkeley
  
- University of California, Davis
  
- University of California, Irvine
  
- University of California, Los Angeles
  
- University of California, Merced
  
- University of California, Riverside
  
- University of California, San Diego
  
- University of California, San Francisco
  
- University of California, Santa Barbara
  
- University of California, Santa Cruz
  
- University of California Office of the President
  
- Lawrence Berkeley National Laboratory