

# Open Educational Resources

## Memorandum of Understanding

**[Identification of the Parties]** This Agreement is made in this \_\_\_\_ day of \_\_\_\_, 20\_\_ between The Board of Trustees of the University of Arkansas, its legal representatives, assigns, and those acting on its behalf and with its permission, ("Publisher") and \_\_\_\_\_ ("Authors" ) on behalf of all of the undersigned authors. \_\_\_\_\_ will act as the Corresponding Author who authorizes all revisions to the OER prior to publication and is the primary point of contact after publication.

The parties to this agreement wish to publish the Author's textbook and associated learning materials on the subject of \_\_\_\_\_ (hereinafter the Open Educational Resource "OER").

**[Consideration]** In consideration of the promises set forth below and for valuable consideration, the parties agree as follows:

**1. [Work covered by this Agreement]** Authors agree to deliver an original OER covering the topics agreed upon with the Publisher and **laid out in the proposal attached in Appendix 1**. For the purposes of this Agreement, the OER includes the following:

- a. Original textbook on the topic agreed including all necessary images, figures, and other non-text content. To the extent any third party materials are included, the Authors will obtain any necessary rights as set forth in paragraph 9.
- b. Delivery in the editable format specified in Appendix 2

**2. [Copyright - authors retain copyright]** The Authors retains copyright of the OER. I understand that I retain all other rights in the OER, including without limitation, the right to copy and distribute the work. The license granted to the University of Arkansas by this agreement will in no way interfere with the right of the author of this work.

**3. [Grant of License]** The Author hereby grants to the public a Creative Commons Attribution 4.0 International License (<https://creativecommons.org/share-your-work/cclicenses/>) to the OER. In addition, Authors hereby grant to Publisher, for the term of copyright, including any renewals and extensions thereof, the non-exclusive distribution rights to exercise any and all rights under copyright in any version of the OER in whole or in part, in the English language and in translation, throughout the world.

**4. [Delivery]** The Authors agree to deliver to the Publisher one (1) copy of the final manuscript of the OER, including all photographs, illustrations, charts, maps, tables and indexes, in content and form satisfactory to the Publisher, within five academic semesters (not including summer terms) in proper shape for the press. If requested by the Publisher, the Authors shall also supply, at their own expense, an introduction, a foreword, a table of contents, an index, and a bibliography, all ready for publication.

**5. [Authors' Warranties]** The Authors warrant that the OER is their own; that the OER does not infringe upon the rights of any third party, including, without limitation, claims in defamation, privacy, copyright, or trademark; and that the Authors have the authority to grant the Publisher the rights granted in this agreement.

**6. [Third Party Content]** The Authors must secure any necessary rights to existing content included in the final text and clearly mark this content in the submitted draft.

**7. [Payment]** Payment terms are set out in Appendix 2. No royalty payments or other forward-looking payment will be provided for the ongoing publication of this text. The amount payable to the Authors shall be inclusive of any payment to other authors.

**8. [Branding]** Publisher shall have the right to determine the appropriate cover and branding for the OER with suggestions or consultations by the Authors, including the decision of where and how to feature the name and likeness of the Authors and the Publisher. Publisher shall include Authors names in an agreed-upon manner in the front matter and marketing of the OER.

**9. [Updates and Revisions]** The Authors agree to keep this OER up to date on terms mutually agreeable to the parties. The Publisher shall have the right to update the OER should the original authors fail to update on a reasonable schedule.

**10. [Term of Agreement]** Unless previously terminated as provided herein, this agreement shall continue in force, with respect to copyright obtained under the laws of any country covered by this agreement, for the term of the original copyright, plus all renewals or extension thereof which relates to the OER and which may accrue to the owner of the copyright under the present or any future law of said country.

**11. [Waivers]** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

**12. [Amendments]** No amendment of, addition to or modification of this Agreement shall be effective unless reduced to writing and signed by the parties hereto.

**13. [Severability]** In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.

**14. [Termination]** If the Authors fail to deliver the OER or other materials required under this Agreement, and/or any revisions and corrections thereof as requested by the Publisher, on the dates reasonably designated by the Publisher, or if the Authors fail to do so in a form and substance reasonably satisfactory to the Publisher, then the Publisher shall have the right to terminate this Agreement by so informing the Authors by written notice. Upon termination by the Publisher, the Authors shall turn over a copy any existing work product on this project to the University of Arkansas University Libraries.

**15. [Entire Agreement]** This Agreement and the listed Appendices sets forth the entire agreement of the parties, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied.

Publisher

Author:

By:

By:

Name:

Name:

Title:

Title:

Address:

Address:

Address:

Address:

City:

City:

State; Zip:

State: Zip:

Contact Phone:

Contact Phone:

Email:

Email:

Appendix 1

See attached application

Appendix 2

## Payment and Delivery Timeline:

Tentative Date	Milestone	Payment
	Submission of textbook outline and project completion timeline	\$1,000
	Delivery and publication of final project (edited and formatted), made available on an accessible open platform or format	\$3,500
	Implementation of the created material in the course(s) and a short summary reflecting on the implementation is submitted to the OER Team	\$3,000

1. All payments will be made after the deliverable has been received. Payments will be made through the following method: \_\_\_\_\_