

Field highlighted in yellow are drafted in the alternative, so not all text would be used in the final agreement.

Adaptable Open Educational Resources Publishing Agreement

[Identification of the Parties] This Agreement is made in this ___ day of ____, 20__ between _____, (“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] OR [set out in the RFP attached in Appendix 1] OR [Specified Above]. 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
- c. Supplementary materials in the form of:
 - i. ___[lecture slides]_____
 - ii. ___[problems sets with answer key]_____
 - iii. ___[quizzes and other assessment materials - specify form]_
 - iv. ___[teacher’s edition of the OER]_____
 - v. ___[sample syllabus - specify credit hour offerings]_____

2. [Copyright - authors retain copyright] The Authors retains copyright in the OER.

OR

[Copyright - employee authors - university holds copyright] Consistent with the University [INSERT SPECIFIC NAME Policy on Intellectual Property] because Authors are employees of the University, Authors acknowledge this OER is created in the course of their employment, and as such, is “a work made for hire,” and that the Publisher is the copyright owner and statutory owner of the OER and holds the exclusive rights to publish and sell the OER under its own

name for the full term of copyright, including all extensions and renewals thereof. If for any reason this OER is at any time deemed not to be a work for hire, the Authors hereby transfer and assign to the Publisher all of the Authors' right, title, and interest, including copyright, in and to the OER, it being the intention of the Authors that the Publisher shall own exclusively for the live of the copyright all such rights in and to the work. The Authors agree to take whatever steps are necessary to confer transfer of ownership of the OER to the Publisher.

OR

[Copyright - work for hire, non-employee] Authors acknowledge this is an instructional text or otherwise qualifies as a work made for hire, and that the Publisher is the copyright owner and statutory owner of the OER and holds the exclusive rights to publish and sell the OER under its own name for the full term of copyright, including all extensions and renewals thereof. If for any reason this OER is at any time deemed not to be a work for hire, the Authors hereby transfer and assign to the Publisher all of the Authors' right, title, and interest, including copyright, in and to the OER, it being the intention of the Authors that the Publisher shall own exclusively for the duration of the copyright all such rights in and to the OER. The Authors agree to take whatever steps are necessary to confer transfer of ownership of the OER to the Publisher.

Or

Other: _____

3. [Grant of License] Authors [or Publisher depending on who owns the copyrights] hereby grant to the public a Creative Commons Attribution 4.0 International License (CC BY 4.0) (<https://creativecommons.org/licenses/by/4.0/>) to the OER. In addition, Authors hereby grant to Publisher, for the term of copyright, including any renewals and extensions thereof, the non-exclusive rights to exercise 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 - Referencing Appendix] The Authors agree to deliver to the Publisher one (1) copy of the final manuscript of the OER, of approximately _____ words in length, on or before _____, 20____, in proper shape for the press. . Requirements for intermediate review deadlines, supplementary materials, format, and delivery method are set out in Appendix 2.

[Delivery - Single Deadline] The Authors agree to deliver to the Publisher one (1) copy of the final manuscript of the OER, of approximately _____ words in length, including all photographs, illustrations, charts, maps, tables and indexes, as well as all supplementary materials listed in Section 1, above, in content and form satisfactory to the Publisher, on or before _____, 20____, 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. Requirements for intermediate review deadlines and for format and delivery method are set out in Appendix 2.

[Delivery - Multiple Deadlines]

The delivery schedule is as follows:

- a) Outline - Authors will deliver an outline of the OER to the Publisher by _____, 20__ of approximately _____ words. Publisher shall accept the outline or require Authors to make changes within 20 working days after it receives the outline.
- b) Final Manuscript - Authors agree to deliver to the Publisher one (1) copy of the final manuscript of the OER, of approximately _____ words in length, including all photographs, illustrations, charts, maps, tables and indexes, as well as all supplementary materials listed in Section 1, above, in content and form satisfactory to the Publisher, on or before _____, 20__, 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. [Publisher Edits to Submitted OER Manuscript]

6. [Proofreading and Authors' Corrections] Authors agree to read, revise, correct, and return promptly all proofs of the OER.

7. [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.

8. [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.

9. [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.

10. [Branding] Publisher shall have the right to determine the appropriate cover and branding for the OER, 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.

11. [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.

12. [Dispute and Choice of Laws][Insert University/Publisher standard choice of laws provision].

13. [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.

14. [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.

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

16. [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.

17. [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, without prejudice to any other right or remedy of the Publisher, immediately repay the Publisher any sums previously paid to the Authors, and upon such repayment, all rights granted to the Publisher under this Agreement shall revert to the Author.

18. [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

By:

Name:

Title:

Address:

Address:

City:

State; Zip:

Contact Phone:

Email:

Author:

By:

Name:

Title:

Address:

Address:

City:

State: Zip:

Contact Phone:

Email:

Appendix 1

Outline of Chapters/Credit hour options & targets
[Or see attached proposal]

Appendix 2

Payment and Delivery Timeline:

Date	Deliverable	Payment
	Book Proposal	none
	Chapters:	none
	Full First Draft	50%
	Final Draft	25%
	Supplementary Material	

1. All payments will be made within 60 days of the date the deliverable has been received.

Payments will be made through the following method: _____

2. Edits/Revisions to draft and alternate authors
3. Development of supplementary materials