**MEMORANDUM OF UNDERSTANDING**

Between: ***Insert Author/s names***

And

**The University of Southern Queensland** (ABN: 40 234 732 081) (“USQ”)
of West Street, Toowoomba Qld 4350

Regarding the production of the, *[insert title of open text]* open access textbook, a collaborative project, aimed at creating a quality open textbook/open resource for tertiary students.

This Memorandum of Understanding (MOU) lays out the Author and Publisher expectations, licensing information, and other conditions of participation. All members of the team are asked to read through and agree to the terms.

1. **Duration of MOU**

This is a MOU between [insert author/s names] (Authors) andUniSQ (Publisher). The MOU will apply from \_Day\_/\_Month\_/\_Year\_ and will continue to apply until termination by either party.

**2. Role expectations**

UniSQ and [insert name/s of author/s] that –

[Insert name of author/s] will author the content of *[insert title of open text].*

Authors will receive a chapter template, an existing module (where available) and Author instructions.

1. **Copyright**
2. The Author must obtain from any owner of any rights (including copyright) in any material to be incorporated into the Work, the right to use that material in the Work or an Adapted Work in any Language throughout the Territory for the Term, with the exception of open access licensed material. Any consent procured from third parties pursuant to this section must be provided to the Publisher in written form on or before the Delivery Date. The publisher can assist in the process of securing copyright permissions.
3. The Contributing Author will retain ownership of any Copyright Material created under this Agreement.

**4. Licensing**

1. All content created for inclusion in this textbook is to be licensed under a Creative Commons Attribution [specify Creative Commons licence]. In accordance, Authors retain the copyright to their contributions, but grant a [specify Creative Commons licence] to all content created for this project.
2. **Delivery Requirements**
	* 1. The Author agrees to deliver the Work in accordance with the Specified Format and Delivery Requirements on or before the Delivery Date, or any extension of the Delivery Date agreed by the Publisher. All materials provided to the Publisher must be in computer readable files in the Specified Format.
		2. If the Publisher, in its absolute discretion, is of the opinion that the Work, as delivered by the Author, is not delivered in the Specified Format or does not conform with the Format, or is not of a standard suitable for publication, then the Publisher may either:
			1. give written notice to the Author of the matters which make the Work, as delivered, not of a standard suitable for publication, and the Author must then proceed to revise the Work to meet the expectations of the Publisher; or
			2. refuse to accept the Work for publication and terminate this Agreement by written notice to the Author.
		3. If the Publisher gives written notice under cl 5(b)(i) it may exercise its absolute discretion to determine whether any revised Work that the Author may subsequently deliver is of a standard suitable for publication.
		4. If the Author is unable to meet the agreed upon deadlines, one months’ notice is required to be given to the Publisher.
		5. If, for any reason, the Author wishes to cease work on the project, this should also be indicated to the Publisher promptly.

**6. Peer Review**

1. The Author acknowledges and agrees that the Publisher will invite the Author's peers to review the Work, with the choice of readers at the sole discretion of the Publisher.
2. **Corrections**
3. The Author will make all necessary changes to the Work with respect to textual alterations requested by the Publisher including changes necessary so that the Work conforms to the Publisher’s style manual. If the Author is unwilling or unable to make the textual alterations within a reasonable time, the Publisher may carry out the alterations.
4. **Final Version**
5. When the Publisher has determined that the Work is ready for publication, the Publisher will issue a notice of acceptance to the Author. Any changes requested by the Author after the notice of acceptance has been issued by the Publisher will be made at the sole discretion of the Publisher.
6. **Presentation of the Work**
7. The Publisher reserves the right to determine in its sole discretion all details of the presentation of the Published Work including typography, cover design and layout.
8. **Credit and Copyright Acknowledgment**
9. All Authors will be named in the acknowledgements section of the final publication unless they request to be removed. This attribution will include their name and institutional affiliation, and link to a profile or other professional site of their choosing.
10. The Publisher will use reasonable endeavours to ensure that the Author's name will appear on all advertising material for the Published Work.
11. The Publisher will use best endeavours to ensure that the Copyright Acknowledgment appears in the Published Work in accordance with the provisions of the Universal Copyright Convention.
12. **Author's Moral Rights**

a)The Author hereby consents to the Work being changed, copied, edited, added to, taken from, adapted and/or translated, in any manner or context, by the Publisher, and any person under the allowances of the Creative Commons [insert Creative Commons licence]

1. Publishing the Work
2. The Publisher agrees to use reasonable endeavours to publish the electronic version of the Work within [*number*] months from issue of the notice of acceptance.
3. Subject to the terms of this Agreement, the Publisher is responsible for the publishing and production of the electronic version of the Work and will bear all expenses in connection with the production, publication and promotion of the Published Work.
4. **Launch and Marketing**
5. The Publisher reserves the right to determine in its sole discretion all details of the promotion of the Published Work.
6. If a publicity launch is held, the Author will be invited to attend the launch.

**14. Team Participation**

1. The Authors and Publisher are expected to be engaged, respectful team members. This includes:
2. Participating in project discussions, decision making processes, telephone calls/webinars, and other activities as requested.
3. Treating all members of the team with respect, in words and actions.

**15.** Dispute Resolution

1. If a dispute or difference arises between the parties out of or in connection with this MOU, either party may give the other a written notice specifying the dispute or difference.
2. Within 14 days of the date of the notice, the Editor and contributing Author must meet and undertake negotiations in good faith and on a without prejudice basis with a view to resolving the dispute or difference.

**16. Termination**

1. This Agreement may be terminated by the Publisher immediately by notice in writing to the Author where the Author:
	1. fails to deliver the Work to the Publisher by the Delivery Date without providing notice, of an expected delay as per cl. 5(d) .
	2. fails to supply corrections, alterations or revisions under cl. 5(b) and (c).
	3. fails to treat other members of the team with respect as per cl. 14 (a)(ii).
2. In the event of termination pursuant to this cl 16(a), any submitted work may be retained and completed/expanded by another contributor in accordance with the conditions of the Creative Commons Attribution Non-Commercial 4.0 International License (CC BY SA licence). In this instance, the original creator will still be credited in the final text unless they request to have their name removed.

**17. Contributor Agreement**

I, <*insert name*> (Author), agree to the terms of participation stated above.

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| Signature of witness |  | Signature of authorised representative |
|  |  |  |
| Name of witness |  | Name of authorised representative |
| DATE: |  | Title of authorised representative |
| Signed for the University of Southern Queensland (Publisher) by its authorised representative in the presence of: |
|  |  |  |
| Signature of witness |  | Signature of authorised representative |
|  |  |  |
| Name of witness |  | Name of authorised representative |
| DATE: |  | Title of authorised representative |