**Date:**

**Author Name [Primary Contact]:**

*Primary Contact authorizes all revisions to the OER prior to publication and is the primary point of contact after publication.*

**Email:**

**Department:**

**Additional authors/contributors (names and departments or institutions):**

Submission of this form as part of the application for a grant from **Oregon State University Ecampus Open Educational Resources Unit** (OERU) confirms that the author and all other signatories have reviewed and understand the grant description, eligibility, requirements, and expectations affiliated with funding received as part of the grant.

**Work covered by this agreement:**

**Description of work:**

Author(s) agree to deliver an Open Educational Resource (OER) covering the topics agreed upon with the Publisher (OER Unit). For the purposes of this Agreement, an OER may include the following:

a. Original OER on the topic agreed upon including all necessary images, figures, and other non-text content delivered in the editable format specified in **Appendix 2**.

b. Supplementary materials (please describe below):

**Copyright**

The Author(s) retains copyright of the OER project and gives permission to the Publisher (OERU) to license the work under the Oregon State University name.

**License**

Author(s) agrees to publish their work under one of the following Creative Commons License

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**Furthermore, signature(s) indicate an understanding that the Author(s) commit to**

* Attending a grantee workshop and meeting with the OER unit director at regular intervals.
* Working with their department to determine a mutually acceptable disbursement process.
* Obtaining written agreement to license the work of contributors and collaborators working on the project as CC BY 4.0 Int’l, submit permissions document, and give credit in the work.
* Using only CC BY licensed works, public domain materials or their own originally authored works or works created by the OERU. The Author(s) must secure any necessary rights to existing content included in the final text and clearly mark this content in the submitted draft.
* Providing complete citations and attributions for all images, graphs, charts or other media.
* Relinquishing the possibility of selling or transferring exclusive rights for grant-funded work in such a way that would limit the materials form being editable and freely available.
* Submitting a 1-page project evaluation at the time specified in the project timeline in **Appendix 1**.
* Using the work in courses offered for at least 2 terms after the completion of the project.
* Submitting a written impact assessment at the end of the 2 terms specified above.
* Submitting the completed materials to the OSU Institutional Repository
* Additional roles and responsibilities as outlined in **Appendix 4.**

**Formats**

The Author(s) agree to provide the final OER in the format specified in **Appendix 2** and the original file images, tables, graphs and/or charts.

The Author(s) agree to follow the OERU guidelines on manuscript formatting, image tracking, right’s tracking and other established processes.

**Payment**

The Publisher agrees to transfer the sum of $ to the index/account specified by the Primary Author. Payment schedule is outlined in **Appendix 3**.

If the project is terminated, no additional funds will be transferred.

**Delivery**

The Author(s) agree to deliver to the Publisher one (1) copy of the final OER, including all photographs, illustrations, charts, maps, tables and indexes, as well as all supplementary materials on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the format specified by the agreement.

Requirements for intermediate review deadlines, supplementary materials, and delivery method are set out in **Appendix 1**.

**Proofreading and Authors’ Corrections**

Author(s) agree to read, revise, correct, and return promptly all proofs of the Publisher.

**Copyright Disclaimer**

The Author(s) 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 Author(s) have the authority to grant the OER Unit the rights granted in this agreement.

**Branding**

The 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 Author(s) and the Publisher. Publisher shall include Author(s) names in an agreed-upon manner in the front matter and marketing of the OER.

**Updates and Revisions**

The Author(s) 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 Author(s) fail to update on a reasonable schedule.

* **Describe terms here:**

**Termination**

The Publisher shall have the right to terminate this Agreement by so informing the Author(s) by written notice if

* 1. The Author(s) 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**
  2. The Author(s) fail to do so in a **form and substance** reasonably satisfactory to the Publisher.

The Author(s) shall have the right to terminate this Agreement by informing the Publisher(s) in writing if

1. The Publisher fails to deliver the OER or other materials required under this Agreement, and/or any revisions and corrections thereof as requested by the Author, **on the dates reasonably designated** by the Publisher and Author(s), **or**
2. The Publisher fails to do so in a **form and substance** reasonably satisfactory to the Author(s).

Upon termination by the Publisher, all rights granted to the Publisher under this Agreement shall revert to the Author(s).

If no work has been completed on the project **one year** after the agreed upon due date, the MOU expires automatically.

**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**  Name: Stefanie Buck  Title: Director Open Educational Resources  Contact Phone: 541-737-7403  Email: stefanie.buck@oregonstate.edu | **Date** |

|  |  |
| --- | --- |
| **Author (Primary Contact)**  Name:  Title:  Contact Phone:  Email: | **Date** |

|  |  |
| --- | --- |
| **Department Head or College Dean**  Name:  Title:  Contact Phone  Email: | **Date** |

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| **Ecampus**  Name: Shannon Riggs  Title: Executive Director of Academic Programs and Learning Innovation  Contact Phone: 541-737-2613  Email: shannon.riggs@oregonstate.edu | **Date** |

**If Applicable**

|  |  |
| --- | --- |
| **Assistant Director of Course Development & Training**  Name: Victor Yee  Contact Phone: 541-737-9974  Email: victor.yee@oregonstate.edu | **Date** |

**Appendix 1: Project Timeline**

|  |  |  |
| --- | --- | --- |
| **Stage** | **Due Date** | **Responsible party** |
| **MOU review** |  | Director, Manager, and Author |
| **Pre-Pub work (MOU signed, workshop)** |  | Director, Manager, and Author |
| **Content Work in Progress (manuscript, images, interactivities)** |  |  |
| **Chapter 1 for testing** |  | Author/Manager |
| **Beta Test 1** |  | Author |
| **Beta Test 2** |  | Author |
| **Peer-review** |  | Author |
| **Post-beta author edits** |  | Author |
| **Manuscript complete** |  | Author/Manager |
| **Scribe** |  | Manager |
| **Post-Scribe review** |  | Author |
| **Accessibility check** |  | Student |
| **PressBooks Build** |  | Student |
| **Final Author review** |  | Author |
| **Published** |  | Student |
| **Promo and Marketing** |  | Marketing team |
| **Final report** |  | Author |
| **Post-implementation report** |  | Author |

**Appendix 2: Acceptable Project Formats**

**Manuscript: .**docx, .txt

**Tables:** Word or Excel (separate from manuscript)

**Graphs and Charts:** Word or Excel(separate from manuscript)

**Original Images:** .AI, .PSD, .TIFF, .SVG (separate from manuscript)

**Images:** .PNG, .JPG, .GIF (separate from manuscript)

**Multimedia:** .MOV, .MPEG4, .MP4, .AVI, .WMV

**Mathematical or scientific formulas:** LaTeX

**Citation style:**

**Other:**

**Appendix 3: Payment and Delivery Schedule:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** | **Deliverable** | **Payment** | **Funding contingent milestones** |
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Notes:

**Appendix 4 Roles and Responsibilities**

| **Aspect** | **Faculty Subject Matter Expert** | **Open Educational Resources Unit** **(and other Ecampus units as apply)** |
| --- | --- | --- |
| Content development | * Complete manuscript including front and back materials and media * Complete bibliography/references in appropriate style * Agreed upon ancillaries in completed form * Sample test chapter | * Assistance in finding/creating OER content, images, charts, graphs, interactivities * Test uploading of sample chapter |
| Collaboration | * Ongoing collaboration with OERU staff, and, if applicable, media developers * Timely responses to questions | * Ongoing collaboration with faculty member, bringing other Ecampus personnel in to the project as needed (i.e. media developer, videographer, etc.) * Timely responses to questions |
| Handling content and accessibility | * Provide OER content to the OERU on agreed-upon timeline (i.e. outcomes, assessments, activities, videos, images, other media, etc.) * Review copy-edited content and providing timely responses * Adjust OER content as needed to meet limitations of the publishing platform | * Import content into selected platform * Conduct an accessibility review that materials are posted in an accessible format * Coordinate copy editing |
| Administrative tasks | * Coordinate and collect peer-review feedback * Coordinate and collect student feedback * Incorporate feedback into final manuscript | * Reminders about tasks and deadlines as needed |
| Finalizing the OER | * Review OER once published in the selected platform * Provide timely feedback on needed changes | * Help troubleshooting with formats, layout and design questions |
| OER Maintenance | * Request help/training as needed * Develop a maintenance plan * Notify OERU of changes to content * Keep duplicates of all submitted materials in personal archive | * Provide support as needed Reminders about tasks and deadlines as needed * Manage version control * Maintenance of project archive (original content) |