THIS AGREEMENT made effective the ______ day of ____________, 20____ (the “Effective Date”).

OPEN EDUCATIONAL RESOURCES PUBLISHING AGREEMENT

BETWEEN:

THE BOARD GOVERNORS OF MOUNT ROYAL UNIVERSITY (“MRU”),
operating as the Mount Royal University Library (“MRUL”)

- and -

__________________________
(the “Pressbooks User”)

WHEREAS:

A. MRUL wishes to promote access to learning resources and free and open exchange of academic knowledge by making available a hosting and publishing service for Open Educational Resources (“OER”);

B. OER refer to those documents that are teaching, learning, and research materials that are open access, openly licensed, and allow for adoption, adaptation, and redistribution;

C. MRUL wishes to offer publishing and hosting services for OER through the use of the University of Alberta Libraries infrastructure, for which MRUL has a license; and

D. The Pressbooks User wishes to publish the following OER title:

__________________________ (the “OER Title”);

NOW THEREFORE the Parties agree as follows:

1. OBLIGATIONS OF THE PRESSBOOKS USER

1.1 The Pressbooks User confirms that:

(a) The OER Title is their own work (or, where created collectively, the collective work of all authors represented by the Pressbooks User);

(b) If applicable, the Pressbooks User has obtained all necessary permissions to any third party content to be published with or in connection with the OER Title;

(c) If applicable, the Pressbooks User has confirmed that any third party content included in the OER Title is being used pursuant to existing OER-compatible licence, and that any use is consistent with the license;
(d) The OER Title does not infringe upon the rights of any third party including, without limitation, claims in defamation, privacy, copyright, or trademark; and

(e) The Pressbooks User has the authority to grant MRUL the rights granted in this Agreement.

(f) The Pressbooks User will make the contents of the OER Title available online upon publication, free of charge, via the Pressbooks software.

The Pressbooks User will grant to the public a Creative Commons license that allows for the creation and use of derivative works to the OER Title. Examples of acceptable licenses include: Creative Commons Attribution 4.0 International License (CC BY 4.0), Creative Commons Attribution-ShareAlike 4.0 International (CC BY-SA 4.0), Attribution-NonCommercial 4.0 International (CC BY-NC 4.0), or Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) to the OER Title. For more information on Creative Commons Licenses, see https://creativecommons.org/licenses.

The Pressbooks User will be fully responsible for all aspects of the creation, transfer, and updating of the OER Title via the Pressbooks software.

Where the Pressbooks User is not the sole author of the OER Title, the Pressbooks User confirms that he/she has either:

(a) obtained the written agreement of all other authors/contributors of the OER Title to publish the OER Title; or

(b) is using material included in the OER Title that is subject to a OER-compatible licence permitting use of that material.

The Pressbooks User agrees to provide MRUL with evidence of any written agreement upon request.

2. OBLIGATIONS OF MRUL

2.1 MRUL will provide the Pressbooks User with access to the Pressbooks software and establish a unique account that allows the Pressbooks User to transfer and manage content on the University of Alberta’s servers.

2.2 MRUL will provide the OER hosting services free of charge to the Pressbooks User and other content providers.

2.3 When appropriate and in the sole discretion of MRUL, MRUL will digitally preserve the OER Title in accordance with MRUL’s digital preservation practices.

2.4 MRUL will provide free and open access to the OER Title while the OER Title is hosted by MRUL.
3. COPYRIGHT

3.1 Except in relation to the licenses contemplated in section 1.3, nothing in this Agreement is intended to transfer any ownership interest and/or intellectual property rights in the OER Title to MRUL or MRU.

4. TERM AND TERMINATION

4.1 This Agreement shall be effective from the Effective Date for a period of one (1) year, unless terminated sooner.

4.2 Either Party may terminate this Agreement on six (6) months written notice to the other Party.

4.3 MRUL may terminate this Agreement immediately upon the breach by the Pressbooks User of sections 1.1 or 1.2.

4.4 Upon termination of this Agreement, all rights and obligations of the Parties shall cease and the Parties will work together to return any records and other information to the other party.

5. LIABILITY

5.1 The Pressbooks User acknowledges that MRUL is providing the OER services outlined in section 2 as a courtesy to the Pressbooks User, and the Pressbooks User agrees that MRUL shall not be liable for any damages, costs, or losses whatsoever arising in any circumstances from the services provided.

5.2 The Pressbooks User agrees to be fully responsible for the content of the OER Title and agrees to indemnify MRUL for any costs, losses, claims, or expenses incurred by MRUL as a result of a breach by the author of sections 1.1 and 1.2, and such indemnity will survive any termination of this Agreement.

6. ACCESS TO INFORMATION AND PRIVACY LEGISLATION

6.1 The Parties acknowledge that MRU is a public body subject to the Alberta Freedom of Information and Protection of Privacy Act, and that access to information relating to this Agreement will be provided in accordance with that legislation.

7. GENERAL

7.1 This Agreement constitutes the whole agreement between the Parties.

7.2 Any amendment to this Agreement must be in writing and signed by both Parties.

7.3 No part of this Agreement may be assigned by either Party without the written consent of the
other Party.

7.4 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 rest of the Agreement.

7.5 This Agreement shall be governed by and interpreted in accordance with the laws of Alberta, and the Parties submit to the exclusive jurisdiction of the courts of Alberta.

7.6 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 oral or written, express or implied, of any rights 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 to in writing.

7.7 This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one and the same document.

IN WITNESS WHEREOF this Agreement was executed by the Parties

PRESSBOOKS USER

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

_________________________________________  ___________________________________________
Signature                                                  Signature

_________________________________________
Name                                                      Name and Title

_________________________________________
Date                                                      Date