Memorandum of Understanding
ePublishing Service | MacEwan Open Books

To support open access publishing initiatives, MacEwan University Library offers a free hosting service for select MacEwan University-affiliated open textbooks and supplementary materials.

This memorandum of understanding lays out the responsibilities and duties of *MacEwan University Library* (hereafter referred to as 'Library') and the project lead of this open textbook project, _____ (hereafter referred to 'Project Lead').

All contributors to this project are asked to read through and agree to the following terms.

_____ is a project aimed at providing students with a zero-cost open textbook at the undergraduate level. Its completion date is _____.

1.   The Project Lead will:

1.1.   Take responsibility for this project to ensure it is completed by the date specified.

1.2.   Ensure all content created for inclusion in this textbook, as well as any supplementary materials (with the exception of question banks), are licensed under a Creative Commons license that allows for reuse and adaptation by others (CC BY, CC BY-NC, CC BY-SA, or CC BY-NC-SA). In accordance, all authors and other creators retain the copyright to their original contributions while granting one of the aforementioned licenses to the content they contribute.

1.3.   Make all contents of this work, including any supplementary resources, in a format that is suitable to the hosting software supported by the Library.

1.4.   Grant the Library the non-exclusive right to digitally archive content perpetually and in any format to ensure long-term preservation and access. This does not include the right to sell the content or sell access to the content under any circumstances.

1.5.   Initiate peer-review and undertake any necessary revisions prior to the work's completion if creating a new work or adapting substantial portions of existing works. All projects involving the creation of new content or substantial revisions must be reviewed in a manner suitable to disciplinary standards by a minimum of two subject matter experts, including at least one reviewer external to the University.

1.6.   Acknowledge that the Library is providing this service as an accommodation to the MacEwan University community and shall therefore not be liable for any damages, costs, or losses whatsoever arising from these services including, without limitation, damages arising from the breakdown of technology, and difficulties with access.

2. **The Library will:**

   2.1. Make the contents of this resource freely available to the public via the Internet, while also facilitating mediated access to privately held instructional materials such as question banks as deemed appropriate.
   2.2. Maintain an installation of eBook hosting software and applicable streaming media services free of charge.
   2.3. Provide basic orientation to software functionality and basic technical assistance to all contributors to this project.
   2.4. Advise on copyright management of content, as well as best practices for disseminating and promoting completed projects through, for instance, metadata harvesters, database indexing, and similar services.
   2.5. Archive completed content in appropriate formats in MacEwan University's institutional repository (RO@M) to help ensure long-term preservation and access.

3. **Termination or amendment of this agreement:**

   3.1. In the event of a decision to discontinue this hosting agreement by either the Project Lead or the Library, written notice must be provided to the other party at least 3 months prior. Upon termination of this agreement, the Library reserves the right to make any completed content accrued during the time of this agreement available in perpetuity to users.
   3.2. This Memorandum of Understanding may only be amended in writing by an addendum signed by both parties.

Signature (Project Lead) _____

Submit by Email to Dean/Designate
at openbooks@macewan.ca

Date _____

Signature (Dean of the Library or designate) _____

Date _____

Submit by Email to Project Lead
Note: You will be required to manually enter the appropriate email address.

MOU last updated: May 25, 2020