



Textbook Creation Grant Lead Author Agreement

This Lead Author Agreement (the "Agreement") is made in this ____ day of ____, 20__ between the Private Academic Library Network of Indiana, Inc. (hereinafter "PALNI" or "Publisher") and [Lead Author name] (hereinafter "Lead Author"). The parties to this Agreement wish to publish Lead Author's textbook on the subject of [include title] (hereinafter the "Open Educational Resource" or "OER").

1. Description of Deliverables

Lead Author will deliver an OER covering the topic agreed upon with the Publisher as specified above. For the purposes of this Agreement, the OER must include the following:

- A. A new open textbook including at least 50% newly authored content from Lead Author and/or Contributing Authors. Other content that is not newly authored content from Lead Author and/or Contributing Authors, including all images, figures, and non-text content, must be only (i) Creative Commons licensed (derivatives authorized) material and/or (ii) public domain works.
- B. Delivery in an editable format such as Microsoft Word or Google Docs.

Lead Author will meet monthly with [project manager name], or other PALNI assignee (hereinafter "Project Manager"), to ensure that the writing is completed on schedule, that writing does not violate third party intellectual property rights and adheres to



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relevant licensing agreements, and that the final product is a high quality instructional resource.

2. Copyright and Licensing

The OER will be a newly created work, for which the copyright will be held by Lead Author and any Contributing Author(s). The resulting content will be licensed for reuse with the most current version of the Creative Commons Attribution (CC-BY) license.

2.1 Use of Third Party Content

Any existing, third party content used in the development of the OER must have a Creative Commons license (derivatives authorized), or be found in the public domain. The use of the materials must comply with the original Creative Commons license attributed to the existing content.

It is the responsibility of Lead Author to ensure that all content contributed by Lead Author to the OER meets those criteria; and to list all included materials, their origin, and license in a tracking spreadsheet shared with the Project Manager. Compliance of all content contributed by Contributing Authors is covered under separate agreements with those authors.

3. Delivery and Payment

The delivery schedule is as follows:

- A. Outline, schedule of completion, and, if applicable, Contributing Author List and Budget: Lead Author will deliver a full outline of the OER detailing a proposed chapter-by-chapter schedule of completion, a list of Contributing Authors (if applicable), and author payment budget if (if applicable) to the Publisher by _____, 20____. The Publisher shall accept the outline or require Lead Author to make changes within 20 working days after it receives the outline.
- B. First Draft and Tracking Sheet: Lead Author will deliver a completed first draft of the OER (including content from Contributing Authors), in proper shape for peer review, and completed content tracking sheet to the Publisher by _____, 20____.
- C. Final Manuscript: Lead Author will incorporate peer review feedback (coordinating with Contributing Authors as needed) and deliver to the Publisher the final manuscript of the OER, including images and figures, in proper shape for copyediting and in content and form satisfactory to the Publisher, on or before _____, 20____.
- D. Approval of Publication Version: Lead Author will supply approval of the publication version (post-peer review, post copy-editing, post-layout), on behalf of

any Contributing Authors, to the Publisher, after no more than two rounds of revisions on or before _____, 20____, so that the OER may be published online.

- E. Grant Report: Lead Author will write a short final grant report using a provided template, including a narrative summarizing challenges and accomplishments on or before _____, 20____,

The following payments will be made upon approval of completed deliverables per the project timeline:

- A. First payment(s) (50%) will be made within 60 days after Publisher's receipt of a first draft and tracking sheet that are satisfactory to Publisher: Single author: \$2500; or multiple authors: up to \$3250 distributed across all authors, per budget delivered from section 3A.
- B. Second and final payment(s) (50%) will be made within 60 days after Approval of Publication Version: Single author: \$2500; or multiple authors: up to \$3250 distributed across all authors, per budget delivered from section 3A

No royalty payments or other forward-looking payment will be provided for the ongoing publication of the OER.

3.1 Contingencies

Both parties recognize that deadlines are critical to the project's success, however, both parties recognize that missed deadlines may occur. If either party misses a previously agreed upon deadline, then the other party has the option to extend the timeline. A mutually agreed upon adjusted timeline will replace the previously agreed upon timeline.

4. Peer Review, Copy Editing, and Layout

Peer review of the first draft will be organized by the Publisher and feedback shared with Lead Author and Contributing Authors, if applicable. Lead Author (in consultation with Contributing Authors, if applicable) will revise the first draft to incorporate peer review revisions agreed upon with the Publisher.

Copyediting and layout of the final manuscript will be organized by the Publisher. Lead Author will have the opportunity to approve the final publication version before publication.

5. Lead Author Warranties

Lead Author represents and warrants that their contributions to the OER do not and will not infringe upon the rights of any third party, including, without limitation, claims in defamation, privacy, copyright, or trademark; and that Lead Author has the authority to grant the Publisher the rights granted in this Agreement.

6. Responsibilities:

6.1 Lead Author Responsibilities

Lead Author will:

- Act as the primary point of contact for the OER and authorize all revisions on behalf of Contributing Authors, if applicable
- Attend kickoff meeting
- Meet with Project Manager to outline structure of the textbook and monthly thereafter for project check ins
- Include only originally authored (at least 50% of the total work), Creative Commons licensed (derivatives authorized), and/or public domain works in the OER
- Identify Contributing Authors and outline payment budget
- Identify and organize any third-party content via tracking spreadsheet, including that of Contributing Authors (if applicable)
- Create and submit for review: outline, first draft, and final manuscript
- Work with copyeditor to finalize pre-publication version
- Approve final publication version after no more than two rounds of revisions
- Adopt the completed textbook for at least two semesters at a PALNI-supported institution, and secure permission to do so, if necessary, before the signing this Agreement
- Write a brief final grant report using the provided template, including a narrative summarizing challenges and accomplishments
- Report enrollment and other data for each term the OER is in use, which includes student success markers, syllabi, and student perception survey data
- Agree to and maintain the warranty that content they contribute the OER does not infringe upon the rights of any third party
- Agree to publicly share the OER under a Creative Commons Attribution (CC-BY) license

6.2 Publisher and/or Project Manager Responsibilities

- Host kickoff meeting

- Meet with Lead Author to outline structure of the textbook and monthly thereafter for project check ins
- Review for satisfactory progress: outline, first draft, tracking sheet, and final manuscript
- Issue payments upon completion of receipt of satisfactory first draft and approval of publication version
- Coordinate peer review and copyediting
- Import to Pressbooks and complete OER layout
- Cover design
- Investigate printing options
- Submit publication version to Lead Author for approval
- Publish OER in online platform
- Provide and maintain platform

7. 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 Author names in an agreed-upon manner in the front matter and marketing of the OER.

8. Updates and Revisions

Publisher will facilitate minor corrections to the OER after publication at Lead Author's request, but does not commit to publishing subsequent editions.

The Publisher shall have the right to update the OER to correct minor errors (e.g., typographical, grammatical) without permission of Lead Author should they not approve these changes within a reasonable window of time.

9. Term of Agreement

Unless previously terminated as provided herein, this Agreement shall continue in force for the term of the original copyright for the OER.

10. 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.

11. Amendments

No modification or amendment of this Agreement shall be valid unless documented in writing or electronic communication signed by persons have sufficient authority to bind the parties hereto.

12. 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.

13. Termination

If Lead Author fails 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 Lead Author fails 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 Lead Author by written notice. Upon termination by the Publisher, Lead Author shall, without prejudice to any other right or remedy of the Publisher, immediately repay the Publisher any sums previously paid to Lead Author, and upon such repayment, all rights granted to the Publisher under this Agreement shall revert to Lead Author.

Effective Date and Signatures

This Agreement 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.

Individual authorized to sign on behalf of PALNI

Signature

Date

Name (please print)

Title

Lead Author

Signature

Date

Name (please print)

Title