Author Agreement & Memorandum of Understanding (MOU)

The College at Brockport, State University of New York, Drake Memorial Library is pleased to offer publishing services to:

_____ Author

_____ Author

By serving as the electronic and/or print distributor for:

_____ Title (known as "**Work**" hereafter in MOU),

Which is a _____ (book or digital project) publication.

The purpose of this agreement & MOU is to define the roles and expectations of a partnership between Author(s) and SUNY Brockport eBooks. Any related projects or work that is outside the scope must be covered under an addendum to this MOU and agreement.

I. SUNY Brockport eBooks agrees to provide the following services to support the Work:

a.   Strive, in absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to Work.

b.   Undertake to install upgrades in a timely manner to the services as they become available.

c.   Use its best efforts to protect the content from damage, alteration or defacement, and to maintain an archived version of the content in such forms that may be used to restore the content to its original condition online, in the event of such damage, alteration, or defacement; in such cases, Drake Library will promptly restore the content to its originally approved format and appearance.

d.   Forward inquiries to Author(s) from users requesting additional rights than those codified by Author(s). The College at Brockport will not grant additional rights without the permission of Author(s).

II. Author(s) agree to the following:

a. Be fully responsible for all aspects of the creation, copyright permissions, transfer, and updating of Work content to designated system hosted by Drake Library.

b. Acknowledge that SUNY Brockport eBooks is providing these services to the Author(s), and that The College at Brockport shall not be liable for any damages, costs or losses whatsoever arising in any circumstances from the technology, or support provided by SUNY Brockport eBooks.

c. Refrain from using any libelous, slanderous, infringing or otherwise unlawful materials or commentary in the Work, and make reasonable efforts to comply with all guidelines and agreements regarding copyright clearance and the use of third-party copyrighted material in such Work.

d. Be fully responsible for the content and copyright management of the Work, and indemnify and hold The College at Brockport from any claims, losses, damages, or legal actions incurred by The College at Brockport and arising from the content or dissemination of the Work.

e. Grant SUNY Brockport eBooks the non-exclusive right to reproduce, translate (to any medium or format for the purpose of preservation without changing the content), and/or distribute Work content worldwide in print and electronic format, and in any medium, including but not limited to audio or video.

    a. Drake Library does not have the rights to sell the content (print-on-demand) or charge for access.
    b. Drake Library does have the rights to distribute the electronic content for free via open access.

III. Publishing plan:

a. Identification services will be employed such as ISBN and OCLC cataloging services.

b. Other services may be available upon request.

IV. Termination of this Agreement:

Author(s) may terminate its relationship with The College at Brockport and SUNY Brockport eBooks with at least 60 days' notice. In the event of termination of the hosting/service relationship, SUNY Brockport eBooks will cooperate fully and use all reasonable efforts to provide a smooth transition of all necessary components of the archived content to another service provider designated by Author(s). However, SUNY Brockport eBooks reserves the right to make the content accrued during the time of this agreement available to users under existing terms.

Signature(s) on behalf of Author(s):   Signature on behalf of SUNY Brockport eBooks:

_____   _____

_____

Print Name(s):   Print Name:

_____   _____

_____

Contact Information: Contact Information:

Date: Date:

_____   _____