

ARC Centre of Excellence for Translational Photosynthesis & meriSTEM Contributor Agreement

THIS AGREEMENT is made on the _____ day of _____ 2020

BETWEEN: The Australian National University, A.B.N. 52 234 063 906, an institution pursuant to the *Australian National University Act 1991* (Cth) as represented by *meriSTEM, Research School of Physics* of Acton, in the Australian Capital Territory, 2601, Australia (**Publisher**)

AND: _____ [contributor's name],

A.B.N: _____ [if relevant],

of _____ [address],

(Contributor)

FOR: publication of the contribution specified in the appendix (**Work**) which has been submitted by the Contributor to the Publisher for inclusion in the meriSTEM project. meriSTEM (modular educational resources in Science, Technology, Engineering and Mathematics) is an initiative of The ANU, providing science educational resources created by discipline experts to enable secondary school teachers to teach using a flipped classroom approach. Further information can be found at <http://meristem.anu.edu.au>

OPERATIVE PROVISIONS:

1. For the purposes of this Agreement, 'to publish' includes both print and electronic publishing in all its forms, including video, audio, images and text, unless otherwise stated.
2. The Contributor contributes the Work for inclusion in the meriSTEM project.
3. The Contributor grants to the Publisher the non-exclusive right and licence to reproduce, publish and distribute the Work throughout the world in perpetuity from the date of this Agreement.

The Contributor will choose one of three options allowing the Publisher to adapt and modify the work. They are to:

- a. Grant unlimited authorisation to modify and adapt the work.
- b. Requires a school Director or Education Director to authorise modifications and adaptations before the work is then published.
- c. Requires personal authorisation to authorise modifications and changes to the work, and is able to provide three separate methods of contact. If the Publisher makes a reasonable attempt to contact the Contributor and is not able to make contact, the authorisation would then default to the School Director or Education Director.

Option chosen: _____

4. The Publisher may, as soon as reasonably convenient, publish the Work at its sole expense. The style, form, quantity and manner of production, presentation, publication and distribution of the Work will be at the discretion of the Publisher. There is no requirement for the Publisher to distribute the Work.
5. The Publisher may perform unlimited modifications of the Work, per the arrangements specified in item 3, not just for a specific purpose, and may also carry out such editing and copyediting of the Work as is deemed reasonably necessary by the Publisher to put the Work into publishable form.
6. No royalties are payable by the Publisher to the Contributor.

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7. The Contributor warrants that the Work is an original work, that they are the owner of the copyright in the Work, they have not breached any Intellectual Property rights of third parties and that they have not granted the exclusive right to use the Work to any other person.
8. The Contributor also warrants that the Work is in no way defamatory, libellous, obscene, unlawful, an infringement of copyright, or breaches the personal information of any person and the Contributor has attributed and obtained all necessary permissions to use supplementary media contained in the work.
9. The Contributor will indemnify the Publisher against loss, injury or damage (including any legal costs of expenses properly incurred) occasioned by the Publisher in consequence of any breach by the Contributor of the warranties provided under clauses 7 and 8. In the case of a multi-authored work, individual Contributors will bear responsibility for indemnification of their respective part/s of the Work.
10. The Contributor agrees for the Publisher to provide the Work to others under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License (CC BY-NC-SA 4.0, <http://creativecommons.org/licenses/by-nc-sa/4.0/>)
11. If any dispute should arise in relation to this agreement, the parties will attempt to resolve it by discussion and negotiation before resorting to external dispute resolution. If either party sends the other written notice that they are in dispute and no resolution is reached within 10 working days of the notice being sent, the matter may be submitted to some alternative dispute resolution mechanism agreed in writing between the parties.
12. The law of the Australian Capital Territory governs this Agreement.
13. No agreement or understanding varying or extending this Agreement will be legally binding upon either party unless in writing and signed by both parties.

Signed by the Contributor:

(name)

(signature)

(at)

In the presence of:

(name)

(signature)

(date)

On behalf of the Publisher

(name)

(signature)

(at)

In the presence of:

(name)

(signature)

(date)

Initialed by _____



Appendix: (Work)

Contribution Title / File names	Description	Date

Initialed by _____

