**Memorandum of Agreement (MOA) between [Name of Department] and [Name of Creator] Concerning [Name of Project]**

This MOA is between [Name of Dept.] (herein after AA [insert common/shorter name of the Department in place of AA]) and Name of Creator of Educational Resource (herein after BB [insert common/shorter name of Creator in place of BB])

AA and BB want to cooperate in the creation of educational resources (the “Materials”) for use in instruction at SFU. To facilitate the furtherance of their educational objectives, the parties agree that the Materials should be: useable by others within the department; shareable within the department; editable and changeable by others in the department to suite their instructional needs; and always available to BB for use and reuse.

**LICENSE GRANT**

BB hereby grants to AA the non-exclusive, royalty-free license to the copyright in, and unrestricted permission to use, reuse, publish, and republish in any format, location or medium at any time the Materials created by BB between and during the dates of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. BB further grants to AA the non-exclusive right to edit the Materials before or after use, without restriction. These licenses, grants and permissions apply to the Materials in whole or in part, in any and all media now or hereafter known, for purposes mentioned above. BB understands and agrees that AA may identify BB by name in any use or reuse of the Materials. BB releases and discharges AA and from any and all claims and demands arising out of or in connection with the use or reuse of the Materials, including without limitation any and all claims for libel, moral rights infringement, copyright infringement, or violation of any right of publicity or privacy.

**REPRESENTATIONS**

1. BB affirms that the consent to AA to use the Materials and BB’s identifying information is permanent.

2. BB represents and warrants that nothing in the Materials infringes copyright according to the *Copyright Act* of Canada. See <http://www.lib.sfu.ca/copyright/basics> and <http://www.lib.sfu.ca/copyright/law-policy> for further information on creator and user rights under Canadian copyright law.

**COPYRIGHT OWNERSHIP**

Nothing in this MOA can be construed as a transfer to AA of BB’s copyright in the Materials. BB may deal with the copyright in the Materials in any way consistent with the terms of this consent and release form.

**SETTLEMENT OF DISPUTES**

Any disputes regarding the interpretation or implementation of this MOA will be resolved by good faith efforts between the Parties.

**EFFECTIVE DATE AND SIGNATURE**

IN WITNESS WHEREOF the Parties have executed this Agreement.

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(Signature for Department X) (Signature)

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(Name of Signatory for Department X) (Name of Signatory)

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(Title of Signatory) (Title of Signatory)

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