Memorandum of Understanding

The Florida Distance Learning Consortium (FDLC) and the University Press of Florida (UPF), parties to this agreement, will adhere to the following guidelines for the implementation of a formal Orange Grove Texts Plus (OGT+) liaison position staffed at UPF. OGT+ is collaboration between The Orange Grove Digital Repository (OGR), a unit of the statutorily-established FDLC and UPF, which is hosted by the University of Florida (UF).

1. The FDLC will provide at least $1750 (but no more than $2500) quarterly for eight (8) hours of the OGT+ liaison’s time each week—limited to 300 hours annually—to conduct research on open access textbooks that will contribute to the development of the open textbook web site, resources, and plan. The liaison will also be able to search for and add open textbooks to OGR, recommend books for inclusion in the OGT+ program, and act as a consultant for OGR staff on related issues. The liaison will serve as the primary point of contact between UPF and FDLC staff and formally document processes and procedures implemented at UPF to support OGT+. The liaison will provide reports to OGR via bimonthly conference calls and written memoranda, as requested.

2. The parties shall resolve any disputes arising from this agreement in a timely manner by first attempting good faith negotiation, then referring the matter to senior executives of both parties, and then through a mutually-agreeable neutral advisor.

3. All notices, communications, and payments permitted or required under this agreement shall be sent to the following persons at the addresses listed below:

If to UPF:
Name: Meredith Morris-Babb
Title: Director
Address: University Press of Florida
15 NW 15th Street
Gainesville, FL 32611-2079
Phone: 352-392-1351 x204
Fax: 352-392-0590
Email: mb@upf.com

If to FDLC:
Name: Susan Henderson
Title: Associate Executive Director
Address: Florida Distance Learning Consortium
1753 W. Paul Dirac Drive
Tallahassee, FL 32310
Phone: 850-922-3359
Fax: 850-922-3109
Email: shenderson@distancelearn.org
4. Either party may terminate this agreement upon sixty (60) days prior written notice to the other party. Upon termination, the parties shall account to each other in good faith and settle any outstanding debts and obligations.

UNIVERSITY PRESS OF FLORIDA

Meredith Morris-Babb, Director

Date: 5/24/10

FLORIDA DISTANCE LEARNING CONSORTIUM

Susan Henderson, Associate Executive Director

Date: 5-25-2010