Contributing Instructor Agreement (v5)

Blended Teaching and the Contributor named in the schedule

Schedule

Textbook	[The textbook, and the students it is for]
Edition	[The edition, for example First edition]
Contributor	[The Contributor's name]
Institution	[The Contributor's institution]
Materials	[The teaching materials the Contributor shares with Blended Teaching for this textbook, for example lecture recordings, slides, homework, problem sets and handouts from a named course]
Royalty rate	[The agreed rate] of Net Revenue, for the materials the Contributor has contributed and their review and feedback on the development of the textbook

Terms

Between Ascension Education Incorporated, trading as Blended Teaching ("Blended Teaching"), and the person named in the schedule (the Contributor).

Blended Teaching and the Contributor are working together to build a textbook from the Contributor's teaching materials. This agreement sets out what each of us has agreed. The schedule above holds the details: the textbook, the edition, the materials and the royalty rate.

1. The materials

The Contributor shares the teaching materials listed in the schedule (the Materials). The Contributor keeps ownership of the Materials and can keep using, changing, licensing and publishing them, including with another publisher. Material the Contributor did not create, such as publisher slides, figures or test-bank questions, is Third-Party Material. The Contributor will tell Blended Teaching about any Third-Party Material they know of.

2. What Blended Teaching may do with them

The Contributor gives Blended Teaching a non-exclusive, worldwide, permanent licence to copy, transcribe, analyse and process the Materials. Blended Teaching uses what it learns from them to write new textbook text, videos, questions and related material (Generated Content) for the textbook named in the schedule and any other textbook under section 4. This licence also covers Blended

Teaching's use of the Materials before this agreement, including drafting the textbook's outline. Blended Teaching may share the Materials only with service providers working for it, including AI providers, under terms that forbid training on them.

3. What Blended Teaching will not do

Blended Teaching will not use the Materials to train or develop AI models. It will not republish, sell or hand out the Materials, or anything substantially the same. It will never reproduce or adapt Third-Party Material, and it uses Third-Party Material only to understand the topics and their order. It will not use the Contributor's likeness, voice or performance, and it will not make a digital replica of the Contributor.

4. Later editions and other textbooks

This agreement covers the edition of the textbook named in the schedule (the Edition). Blended Teaching does not have to use the Materials in any later edition. It may rebuild a later edition from scratch, for example with a different contributor. A later edition that does not use the Materials, or Generated Content made from them, earns no royalty under this agreement and does not credit the Contributor. Keeping chapters, topics or an order from the Edition does not by itself count as using the Materials.

If Blended Teaching does use the Materials, or Generated Content made from them, in a later edition or in another textbook, such as a graduate edition or an edition for economics students, the same royalty rate applies to it, and Blended Teaching will tell the Contributor. Blended Teaching does not have to build, sell or keep selling any textbook.

5. Review work

The Contributor will review the textbook's outline and give feedback, at their own pace. Blended Teaching keeps a record of the Contributor's comments and review chat, including spoken comments, and may use them in any textbook. The Contributor will keep Blended Teaching's unpublished drafts, including the outline and chapters, confidential.

6. Ownership of the textbook

Blended Teaching owns each textbook as a whole and all Generated Content. The Contributor is not an author of the textbook. The Contributor cannot require Blended Teaching to withdraw a textbook that has been sold, but can always enforce the royalty, the credit and section 3.

7. Royalty

Blended Teaching will pay the Contributor the royalty rate in the schedule on the Net Revenue of every textbook edition that uses the Materials, for as long as that textbook earns Net Revenue. Anyone who takes over a textbook takes over the royalty too. Apart from the royalty, this agreement pays nothing else. Blended Teaching's referral programme is separate.

Net Revenue is the money Blended Teaching actually receives from sales of the textbook. That is after the share kept by bookstores, ebook stores, payment processors and other sellers, and less refunds, chargebacks and sales taxes. Where the textbook is sold with other products, Blended

Teaching allocates a fair share of the price to it, based on its standard prices.

8. Own institution

The royalty includes sales to students at the Contributor's own institution, named in the schedule. If the Contributor's institution has a conflict-of-interest policy, the Contributor can exclude those sales at any time by telling Blended Teaching in writing. The change applies from the day Blended Teaching receives it.

9. Payment and statements

Blended Teaching will pay the royalty at least twice a year. It will give 30 days' notice before changing the payment dates. With each payment, Blended Teaching will provide a statement of the royalty earned and paid. If the Contributor queries an amount in writing within 90 days, Blended Teaching will check it and confirm or correct it in writing. After that, the amount is final unless it contains an obvious error. Before the first payment, the Contributor gives Blended Teaching a completed IRS Form W-9, or Form W-8BEN if they are not a US person. Blended Teaching pays by bank transfer and issues any tax form the law requires.

10. Credit

Blended Teaching will name the Contributor on the contributors page of each textbook edition that uses the Materials. It may use the Contributor's name, and any photo the Contributor supplies, to show that the Contributor is a contributing instructor. The Contributor can change or withdraw the photo for future editions.

11. What the Contributor confirms

To the best of the Contributor's knowledge:

- the Materials, apart from Third-Party Material, are the Contributor's own work and do not infringe anyone's rights;
- the Contributor has checked the intellectual property and lecture-capture policies of their institution, and of any institution where the Materials were made, and either has the right to grant this licence or has the institution's consent;
- no recording shows or names a student, unless the Contributor has told Blended Teaching. Blended Teaching will never put a student's image, voice, name or work in a textbook.

If the Contributor learns of a claim by an institution, a co-author or anyone else, they will tell Blended Teaching promptly.

12. If something goes wrong

If a third party claims that the Materials, as the Contributor supplied them, infringe their rights, and the Contributor knew or should reasonably have known of the problem, the Contributor will cover Blended Teaching's losses from that claim. This does not apply to Third-Party Material that Blended Teaching used within section 3, to Generated Content, or to any issue the Contributor disclosed to Blended Teaching before accepting. For a disclosed issue, Blended Teaching may stop using the affected Materials, and that is its only remedy. Blended Teaching will cover the Contributor against

claims arising from Generated Content or from Blended Teaching's use of the Materials beyond this agreement. This includes any claim by a publisher about the textbook. Neither of us is liable for indirect or consequential losses. Each side's total liability is limited to the greater of US$5,000 and the royalty paid or payable in the previous 12 months. This limit does not apply to unpaid royalty, a breach of section 3, fraud or wilful misconduct.

13. Ending

Blended Teaching may end this agreement if the Contributor breaks section 11. The royalty and credit then stop. Royalty earned before that date is still paid, and sections 2, 3, 6, 12 and 14 continue.

This agreement ends when the Contributor dies. The royalty stops then and does not pass to the Contributor's estate or heirs. Blended Teaching's licence under section 2 and its ownership under section 6 continue.

14. Disputes and general terms

Georgia law governs this agreement. Disputes go to binding individual arbitration before one arbitrator under the American Arbitration Association's Commercial Rules, in Atlanta. Class actions are not allowed. Either of us may use small claims court, or ask the courts in Atlanta to protect intellectual property. For a claim the Contributor brings, Blended Teaching pays the arbitration fees above US$250. This agreement and the schedule are the whole agreement. If any part of it cannot be enforced, the rest still applies. They change only in writing accepted by both of us, which may be online. Blended Teaching may transfer this agreement to anyone who takes on the royalty. For the Materials and the royalty, this agreement takes priority over the Instructor Terms of Service. Notices to the Contributor go to the email address they accepted this agreement from, or a newer one they give Blended Teaching. Notices to Blended Teaching go to help@blended-teaching.com and 22 Trammell St SW, Unit B, Marietta, GA 30064.

The Contributor is welcome to have a lawyer look at this agreement before accepting.

Signatures

Signed electronically under the federal E-SIGN Act and Georgia's Uniform Electronic Transactions Act. The Contributor signs by accepting online, and Blended Teaching keeps a record of the acceptance.

The Contributor	Name: _____ Date: _____
For Blended Teaching	Philip Laney, Chief Executive Officer