

MEMORANDUM OF UNDERSTANDING

Between
The Publishing Steering Committee
&
The DAISY Consortium

This document constitutes an agreement between the **Publishing Steering Committee** and the **DAISY Consortium**, a non-profit association legally based in Zurich and governed under Swiss regulations.

1. Objective

The Publishing Business Group requires the development and maintenance of epubcheck, a software tool that validates EPUB files. Epubcheck helps both content creators and content sellers/distributors to determine if a publisher's or author's digital book is ready to be released for distribution or sale.

The objective of this MOU is to set out the arrangements for the development and maintenance of the epubcheck tool.

2. Activities under the MOU

2.1 Work specification and timescales: The DAISY Consortium will conduct the technical development according to the Statement of Work agreed in writing with the authorized representative of the Publishing Steering Committee.

2.2 Variations: The Statement of Work may be amended or extended by joint agreement. Any amendments to the Statement of Word shall be in writing and signed by both parties.

2.3 Payment: invoices will be submitted by the DAISY Consortium following the schedule in the Statement of Work. Invoices will be sent by e-mail and will be approved for payment by the authorized representative of the Publishing Steering Committee.

2.4 The DAISY Consortium is permitted to communicate its role in developing and maintaining the software. Specifically, DAISY Consortium is authorized to state that "EpubCheck is maintained by DAISY".

3. General Terms of MOU

3.1 Duration of MOU: This MOU shall be operational upon signing and will have an initial duration of two years. All activities conducted before this date within the vision of the joint collaboration will be deemed to fall under this MOU.

3.2 Coordination: In order to carry out and fulfil the aims of this agreement, each party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities. The nominated Publishing Steering Committee and The DAISY Consortium nominated persons will meet regularly, and at least quarterly, to discuss progress and plan activities.

2.1 Termination of MOU: The partnership covered by this MOU shall terminate upon completion of the agreed upon period. The agreement may also be terminated with a written one month notice from either side. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect.

2.2 Extension of Agreement: The MOU may be extended provided the parties agree upon, and can provide the necessary resources.

2.3 Communications: All notice, demands and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address, e-mail, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

2.4 Addendum: Any Addendum to this MOU shall be in writing and signed by both parties.

CA

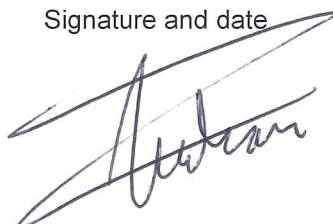
IN WITNESS WHEREOF, the parties hereto have executed this MOU on the 5th day of October, 2108.

Name
Richard Orme
on behalf of
the DAISY Consortium

Signature and date

Name
Luc Audrain
on behalf of
Publishing Steering Committee

Signature and date

A handwritten signature in black ink, appearing to read 'Audrain', written over a horizontal line.

October 5th, 2018