

Article 44.00 Appendix I

DISTANCE EDUCATION COURSE DEVELOPMENT CONTRACT

This Course Development Agreement (the "Agreement") is effective as of ("Effective Date")

BETWEEN:

The Governors of Acadia University, on behalf of Open Acadia (the "University")

AND

[_____], with an address at [_____] and phone number {____-____-____} and E-mail of {_____} (the "Course Developer").

WHEREAS:

The University and the Course Developer intend this to be a contract of service to create a distance education course ("Course") that will normally be taught by the Course Developer under a Separate teaching contract with the University;

Both parties acknowledge that the Course is an integral part of Open Acadia's program; and

The University and Course Developer acknowledge and agree that this Course may contain original expression contributed by the Course Developer and/or employees of the University; and

The University would like to obtain the rights to use the Course or portions of the Course in its distance education course offerings.

THE PARTIES AGREE AS FOLLOWS:

1. COURSE DEVELOPMENT

- 1.1 The Course Developer will develop or revise as indicated, or assist in said development or revision, the Course entitled _____ in the following format(s).
 Internet (online) delivery
 Print Package delivery

2. DEVELOPMENT OF THE COURSE

- 2.1 The parties agree that the Course will be created or revised during the period from _____, 20__ to _____, 20__. The Course Developer shall deliver the Course in all formats or modes in which it is expressed or fixed.

3. PAYMENT

- 3.1 The Course Developer will be paid a total fee of \$_____, on approval, in writing, of the final Course by the University. This amount includes 4% vacation pay.

4. IP OWNERSHIP

- 4.1 The University and the Course Developer acknowledge and agree that any right, title and interest in and to the Course that is conceived, produced or developed by the Course Developer shall be owned by the Course Developer.

- 4.2 The Course Developer hereby grants to the University, a fully paid-up, royalty-free, exclusive worldwide license under the Course Developer's title and interest in and to the Course, to

reproduce, distribute and sell the Course, and to incorporate the Course, in whole or in part, into new course offerings in all media and all formats in the education market for a period of seven (7) years. The University will not sell, assign, license or otherwise transfer the Course or portions thereof to a third party without the prior written consent of the Course Developer.

4.3 The Course Developer retains the right to use all or portions of the Course for research purposes, or for publication in an alternate form such as textbooks, manuals, or the like.

4.4 The Course Developer will not use the Course, or any materials authored by them and incorporated in the Course, to develop, revise or deliver courses for use with other education institutions or organizations.

4.5 Any revisions or changes to the Course will be subject to standard University course review procedures.

5. COURSE MATERIALS AND WARRANTY

5.1 The Course Developer warrants that all materials contributed to the Course are original or compliant with the Copyright Act. Should the Course Developer use students, contractors or other Acadia employees (hereafter, collectively "Participants") to assist in the development or revision of the Course, the Course Developer is responsible to secure an assignment of copyright rights, including a waiver of moral rights in the Course, from said Participants. These assignments and waivers shall be provided to the University at the University's request. The Course Developer will not use materials from other copyrighted works or works in which the course Developer has previously assigned their copyright, without the prior written consent of the copyright holder. These written consents shall be provided to the University at the University's request.

6. GENERAL

6.1 The Course Developer agrees to abide by the academic regulations and policies of Acadia University as they may be amended from time to time, including but not limited to the Open Acadia Calendar.

6.2 This Agreement shall be construed and interpreted in accordance with the laws of the province of Nova Scotia.

6.3 This Agreement constitutes the entire agreement between the parties. This Agreement cannot be assigned or modified unless it is mutually agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Governors of Acadia University

Course Developer

Signature

Signature

Printed Name

Printed Name

Date

Date

Director/Head of Department

Date

Dean

Date

Director, Open Acadia

Date