

**Article 44 Appendix IB**

**ONLINE COURSE REDEVELOPMENT CONTRACT**

This Course Redevelopment Agreement (the "Agreement") is effective for a period of six (6) years from the date of written approval in accordance with 2.1 and/or 2.2 below, or the remainder of the twelve (12) years from the original date of written approval of course development (\_\_\_\_\_, 20\_\_), whichever is shorter.

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

AND

[\_\_\_\_\_], with an address at [\_\_\_\_\_] and phone number [\_\_-\_\_-\_\_\_\_] and E-mail of [\_\_\_\_\_] (the "Employee").

WHEREAS: The Employer and the Employee intend this to be a contract of service to redevelop an online course ("Course") that will normally be taught by the Employee under a separate teaching contract with the Employer;

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

The Employer and Employee acknowledge and agree that this Course may contain original expression contributed by the Employee and/or employees of the University.

THE PARTIES AGREE AS FOLLOWS:

1. ONLINE COURSE REDEVELOPMENT

1.1 The Employee will redevelop the Course entitled- \_\_\_\_\_.

1.2 The parties agree that the Course will be redeveloped during the following period:  
start date - \_\_\_\_\_, 20\_\_ ; end date - \_\_\_\_\_, 20\_\_.

2. PAYMENT

2.1 For redevelopement of existing courses, the Employee shall be paid 0.5 times the per-course stipend (Appendix H in the case of Full-time Employees and Appendix I in the case of Part-time Employees) upon written approval of the completed course redevelopement as per Article 44.09. This amount includes 4% vacation pay.

2.2 For redevelopement of an existing laboratory component, the Employee shall be paid 0.25 times the per course stipend for the laboratory component (Appendix H in the case of Full-time Employees and Appendix I in the case of Part-time Employees) upon written approval of the completed laboratory redevelopement as per Article 44.09. This amount includes 4% vacation pay.

3. IP OWNERSHIP & GRANT OF LICENSE

3.1 The Employer and the Employee acknowledge and agree that any right, title and interest in the Course shall be owned by the Employee.

3.2 The Employee hereby grants the Employer the exclusive worldwide license under the Employee'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 the duration of the IP license. The IP license expiration date is six (6) years from the date of written approval in accordance with 2.1 and/or 2.2, or the remainder of the twelve (12) years from the original date of written approval of course development (\_\_\_\_\_, 20\_\_), whichever is shorter. The Employer will not sell, assign, license or otherwise transfer the Course or portions thereof to a third party without the prior written consent of the Employee.

3.3 The Employee 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.

3.4 The Employee will not use the Course, or any materials authored by them and incorporated in the Course, to develop, revise or deliver courses for use in any education market.

3.5 Redevelopment of online courses shall be done in accordance with Article 44.04, 44.06, and 44.07.

4. COURSE MATERIALS AND WARRANTY (COPYRIGHT)

4.1 The Employee warrants that all materials contributed to the Course are original or compliant with the Copyright Act. Should the Employee use students, contractors or other Acadia employees (hereafter, collectively “Participants”) to assist in the development or revision of the Course, the Employee 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 Employer at the Employer’s request. The Employee will not use materials from other copyrighted works or works in which the Employee has previously assigned their copyright, without the prior written consent of the copyright holder. These written consents shall be provided to the Employer at the Employer’s request.

5. GENERAL

5.1 The Employee 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.

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

5.3 A signed copy of all accepted contracts shall be forwarded to the Association by the Employer in accordance with 58.11 (d).

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Employer  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Director/Head of Academic Unit  
\_\_\_\_\_  
Dean  
\_\_\_\_\_  
Director, Open Acadia

Employee  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date