

**Article 44.00 Appendix IA**

ONLINE COURSE DEVELOPMENT CONTRACT

This Course Development 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.

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 develop an online course (“Course”) that shall 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 DEVELOPMENT
  - 1.1 The Employee shall develop the Course entitled \_\_\_\_\_.
  - 1.2 The parties agree that the Course shall be developed during the following period:  
start date - \_\_\_\_\_, 20\_\_ ; end date – \_\_\_\_\_, 20\_\_.
2. PAYMENT
  - 2.1 The Employee shall be paid 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 development, as per Article 44.09. This amount includes 4% vacation pay.
  - 2.2 If the course has a laboratory component that is also to be developed for online delivery the Employee shall be paid 0.5 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 development, 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 Employer’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 six (6) years. The IP license expiration date is six (6) years from the date of written approval in accordance with 2.1 and/or 2.2. The Employer shall 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 shall 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 Development of online courses shall be done in accordance with Articles 44.03, 44.06 (b) 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 shall 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	Employee
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date
_____	_____
Director/Head of Academic Unit	Date