

COMMISSIONED WORKS AGREEMENT – CURRICULUM MATERIALS
(IP Fully Assigned To Western)

Between:

THE UNIVERSITY OF WESTERN ONTARIO

(the “University”)

-and-

DEVELOPER NAME

(the “Developer”)

The Parties are entering into this Agreement regarding the development of online course materials for **COURSE NAME**.

ARTICLE 1 – THE WORK

- (a) **Development and Production:** The Developer will develop and produce the Work described in Appendix A within the timelines described in Appendix A.
- (b) **Compliance:** The Work will be prepared in accordance with Senate and University policies and must meet *Accessibility for Ontarians with Disabilities Act* requirements (see www.accessibility.uwo.ca/aoda/standards.html).
- (c) **Approval:** The Work will be submitted to **[approver name and contact information]** (“Approver”) for review and approval and the Developer agrees to revise the Work until it is acceptable to the Approver.
- (d) **Originality:** The Developer represents and warrants to the University that the Work will be wholly original by the Developer or within the public domain, as the case may be, and will not infringe on, or violate the right of privacy or copyright or constitute a libel or slander against, or violate any common law or statutory rights of any person, firm or corporation.
- (e) **Copyright Clearance:** Where any part of the Work requires copyright clearance, the Developer must submit written documentation of such clearance at the time of submission of the Work, including acknowledgement of any external Web sites used for the course. For more information on copyright obligations, go to <http://copyright.uwo.ca>.
- (f) **Save Harmless:** The Developer will save harmless the University, and its employees or agents, from any claim arising out of clauses 1(d) and/or 1(e), subject to the relevant provisions of the Faculty Collective Agreement, where applicable.

ARTICLE 2 – COMPENSATION

USE DRAFT Article 2(a) for a Full-Time Member:

- (a) **Compensation:** The Developer will be compensated as follows: a payment of **[\$x]** in exchange for the Assignment of Rights described in Article 3(b) plus a workload credit of **[x]** FCE to be applied at a time mutually agreed by the Developer and the University. These compensation

terms are reflective of the extraordinary and urgent circumstances faced by the University due to the COVID-19 pandemic and are not a precedent for any future circumstances or agreements.

USE DRAFT Article 2(a) for a Part-Time Member:

Compensation: The Developer will be compensated as follows: a payment of \$[x] in exchange for the Assignment of Rights described in Article 3(b) plus an additional payment equal to \$[x] less any applicable deductions. These payments are inclusive of 4% in lieu of benefits and 6% vacation pay. The compensation terms are reflective of the extraordinary and urgent circumstances faced by the University due to the COVID-19 pandemic and are not a precedent for any future circumstances or agreements.

ARTICLE 3 - COPYRIGHT AND INTELLECTUAL PROPERTY

- (b) **Copyright.** By delivering the Work to the University, the Developer warrants that, to the best of their knowledge, they are the holder of the copyright in the Work, with the exception of any items addressed under Copyright Clearance or items in the public domain.
- (c) **Assignment of Rights:** The Developer assigns all interest in and ownership of the copyright and intellectual property of the Work to the University and waives moral rights in the Work in favour of the University. Under this assignment, the University may use or alter the Work, or assign use or alteration of the Work to others, without restriction.
- (d) **Developer's Use of the Work:** The Developer may use, for his or her own purposes, all or part of the Work. The Developer is prohibited from licensing, donating, selling or reselling the Work to any person or agency external to the University.

ARTICLE 4 – ADDITIONAL TERMS

- (a) **Amendment:** The Agreement may only be amended in writing signed by both Parties.
- (b) **Notice:** Any communication between the Parties regarding this Agreement will be in writing and will be sufficiently given or delivered if it is:
 - (i) sent to the Party entitled to receive it by registered mail, postage prepaid, mailed in Canada; or
 - (ii) sent by email to an @uwo.ca address with return confirmation.

Communication will be sent to either Party at:

If to: The University of Western Ontario:

[insert name of contracting party and contact information, including email address]

If to: The Developer:

[insert name of contracting party and contact information, including email address]

- (c) **Further Documentation:** The Developer will execute such further and other consents, agreements, assignments, acknowledgements and undertakings that the University may request to satisfy its obligations under agreements it signs with other parties.

- (d) **Dispute Resolution:** A Developer whose employment rights arise by operation of a collective agreement will utilize the grievance process in that collective agreement in any dispute arising from this Agreement. Developers not under a collective agreement who wish to dispute any matter arising from operation of this Agreement will give written notice of such a dispute to the Office of Faculty Relations, Stevenson Hall Room 3107. The Parties agree any such dispute, where unresolved, will be subject to determination by a single arbitrator and not litigation. The arbitrator will be selected on agreement of the Parties. Both Parties agree to pay 50% of the fees and expenses of the arbitrator.
- (e) **Applicable Law:** The laws of the Province of Ontario govern this Agreement.
- (f) **Execution:** A scanned and emailed or faxed copy of this Agreement containing the signatures of the parties shall have equal effect as original documents. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- (g) **Approval:** This Agreement is subject to the approval of the Provost/Vice-Provost (APPF).

The Parties have executed this Agreement, this day, the Nth day of MONTH, YEAR.

SIGNED

Per: _____ Date _____
 Developer

Per: _____ Date _____
 Chair/Director, Department of (Insert)

Per: _____ Date _____
 Dean, Faculty of (Insert)

Approved by the Provost/Vice-Provost (APPF):

Per: _____ Date _____
 Provost/Vice-Provost (APPF)

Schedule “A” – Description of the Work and Schedule of Completion

- (a) The Developer will develop and produce the following Work, consistent with the completed quality standards in Schedule B: **[Describe all expected curriculum materials below]**
- (i) **Course Outline:** The Developer will develop a course outline that contains a detailed weekly schedule for course lessons, a course description, course learning outcomes, grading scheme, University sanctioned course policies, instructor notes, and course tools and materials.
 - (ii) **Reading Materials:** The Developer will select the appropriate text(s) and/or course-packs for the course (if applicable) and will ensure that all necessary copyright permissions are arranged. All reading materials for the course must be accessible to the student through the University Bookstore, or through the OWL/SAKAI learning management system.
 - (iii) **Academic Student Support Materials:** The Developer will develop and produce student support materials for use on the University’s learning management system (OWL/Sakai), which will include, but is not limited to, course lessons. A course lesson constitutes an electronic summary that expands upon, clarifies, and makes reference to the learning materials associated with the course, with the goal of raising the students’ understanding of the critical issues, concepts, and theories that are presented in the lesson.
 - (iv) **Formative Assessments for Students:** The Developer will develop focus questions for each lesson, which students can use for self-testing to (1) encourage students to derive learning from the materials, and (2) provide students with feedback on their progress with the lesson materials.
 - (v) **Student Interaction and Engagement:** Each lesson should include ongoing opportunities for synchronous or asynchronous discussion and interaction among the students, and between the students and the instructor.
 - (vi) **Grading Schemes and Assignments:** The Developer will develop an appropriate grading scheme for the course and will develop assignments and/or examinations in accordance with that grading scheme, including clearly written instructions for assignments and grading rubrics for all assessments.
- (b) The Developer will deliver the Work in completed form into the University’s learning management system (OWL/Sakai) on the following schedule:

Course Component	Completion Schedule
Course Outline	
Reading Material	
Course lessons	
Formative feedback for students	
Course Grading Scheme	

Course Component	Completion Schedule
Assignments/Tests/Exams prepared in full, including assignment description and rubric	
Student Learning/Support Materials	
Discussion Board Usage	
Final Date of Delivery of completed Work	

- Understanding the need for flexibility, the start-date of a contract may be well in advance of the start-date of the work. As such, the above dates will be adjusted accordingly.

Schedule "B" - Online Course Design Rubric

Online course design rubric includes elements such as: the initial information provided about the course; structure of the course; course-level learning outcomes; learning assessments; direct instructional materials; the organization of content; student and instructor interaction; use of technologies to support instruction or assessment; student support; communication and student feedback; and procedural issues.

	<i>Complete</i>	<i>In progress</i>	<i>Incomplete</i>
Course Introduction and Overview	Information about the purpose and structure of the course is <i>easy to find and is clearly written</i> (e.g., learning activities deadlines, requirements, etc.)	Information about the purpose and structure of the course is <i>included in the course and is clearly written</i>	Information about the purpose and structure of the course is <i>NOT listed</i>
Learning Outcomes	Learning outcomes are <i>written in measurable terms (desired course products are clear to students)</i>	Learning outcomes reflect desired outcomes, <i>but NOT all are written as measurable outcomes</i>	Learning outcomes are <i>NOT stated</i>
	Link between learning outcomes and student assessments is <i>clearly written, explicitly stated, and provided to students in an intuitive location (e.g., with the assessments)</i>	Link between learning outcomes and student assessment is <i>clearly written and explicitly stated</i>	Link between learning outcomes and student assessment is <i>NOT clear</i>
	Learning outcomes are <i>provided, easy to locate,</i>	Learning outcomes are <i>provided and are clearly</i>	Learning outcomes are <i>NOT provided</i>

	Complete	In progress	Incomplete
	and clearly written from the students' perspective	written from the students' perspective	
	Consistency exists between learning outcomes and module/unit goals and is clearly articulated	Consistency exists between learning outcomes and module/unit goals, but these are not clearly written or would benefit from more detail	NO consistency exists between learning outcomes and module/unit goals
	Learning outcomes are at the appropriate learning level (designed for the level of course, and level of students in the course) and are clearly written	Learning outcomes are at the appropriate level (designed for the level of course) but are NOT clearly written or would benefit from more detail	NONE of the learning outcomes are the appropriate level
Student Assessment	Instructor grading policies are clearly written and easy to find	Instructor grading policies are easy to find but are NOT clearly written or would benefit from more detail	Instructor grading policies are NOT provided
	Grading rubrics are provided for <u>all</u> assessments, are clearly written, and models of "good work" are shown	Grading rubrics are provided for <u>some</u> assessments, are clearly written, and models of "good work" are shown	Grading rubrics and expectations are NOT provided
	Instructions for assignments are clearly written, easily located and contain sufficient detail to ensure student understanding	Instructions for assignments are clearly written and contain sufficient detail to ensure student understanding, but they are NOT easily located	Instructions for assignments do NOT exist
Instructional Materials	Required materials for the course (e.g., textbooks) are listed and are easily accessible from various locations within the course (e.g., ISBNs are provided, links are provided)	Required materials for the course (e.g., textbooks) are listed and easily accessible	Required materials for the course (e.g., textbooks) are NOT listed
	All materials contribute to	<u>Most</u> materials contribute	Materials <i>DO NOT</i>

	Complete	In progress	Incomplete
	achievement of course/unit outcomes	to achievement of course/unit outcomes	contribute to achievement of course/unit outcomes
Content Presentation / Structure	Content is <i>easily located</i> and presented in <i>distinct and manageable segments</i> (e.g., modules, weekly segments)	Content is <i>presented in distinct and manageable segments</i> (e.g., modules, weekly segments)	Content is <i>NOT</i> presented in distinct and manageable segments
	Course navigation is <i>intuitive</i> , content flows in a <i>logical progression</i> (e.g., presented in a table of contents, modules in numerical order)	Course navigation is <i>intuitive</i> , content flows in a logical progression with a few exceptions	Course navigation is <i>NOT</i> intuitive, and content flow is confusing
	<i>All</i> elements of the course design are <i>consistent</i> (i.e., font, graphics, icons, layout and organizational levels) and <i>professional-looking</i>	<i>Most</i> elements of the course design are <i>consistent</i> (i.e., font, graphics, icons, layout and organizational levels) and <i>professional-looking</i>	Elements of course design are <i>NOT</i> consistent or professional-looking
Student Interaction / Engagement	Communication activities are <i>designed</i> to help build a sense of community	Communication activities <i>will likely</i> help build a sense of community <i>but do NOT appear to be designed with this in mind</i>	<i>No communication activities in place</i> that would build a sense of community in the course
	Student–student and student–instructor interaction is <i>required</i> and <i>instructions about how to engage in this are clearly stated and simple</i>	Student–student and student–instructor interaction is <i>encouraged</i> and <i>instructions about how to engage in this are clearly stated or simple</i>	Student–instructor interaction <i>is not available or no instructions are provided</i>
Course Technology	<i>The majority of</i> tools/media support student learning by engaging students with course content and <i>guiding them</i> to become <i>active learners</i>	<i>Some</i> tools/media support student engagement but could be used more creatively to engage learners with course content	Tools/media <i>do NOT</i> engage students with learning
	Technology required for course is <i>easily accessible from various locations</i> and	Technology required for course is <i>nearly always easily accessible</i>	Access to technology required for course is <i>NOT made accessible</i>

	Complete	In progress	Incomplete
	<i>links or resources are provided</i>		
	All course technology is <i>reliable</i>	Most course technology is <i>reliable</i>	Course technology is <i>NOT</i> reliable
	All of the tools/technology that is incorporated is <i>appropriate</i> to the course outcomes (i.e., included not just for the sake of inclusion)	Most of the tools/technology that is incorporated is <i>appropriate</i> to the course outcomes	Tools/technology is <i>NOT appropriate</i> to the course outcomes
Student Support	Accessible technologies are <i>fully</i> employed	Accessible technologies are <i>sometimes</i> employed	Accessible technologies are <i>NOT</i> employed
	Design factors reflect universal accessibility considerations (e.g., AODA accessibility standards)	<i>Most of the</i> design factors reflect universal accessibility considerations (e.g., AODA accessibility standards)	Design factors <i>DO NOT</i> reflect universal accessibility considerations (e.g., AODA accessibility standards)
Communication and Feedback	Learners can give <i>formative and summative</i> feedback to the instructor about <i>design/content and their learning</i>	Learners can give <i>formative and summative</i> feedback to the instructor about <i>design/content OR their learning</i>	Learners <i>DO NOT</i> have the opportunity to give feedback to the instructor
Legal/ Procedural Issues	Copyright clearance has been obtained for all external course material, when applicable	Copyright clearance has been obtained for <i>most</i> external course material, when applicable	Copyright clearance has <i>NOT</i> been obtained for external course material

Adapted from: *Quality Standards for the Delivery of High-Quality Online Courses: Report for the Council of Ontario Universities* (2014)