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## MEMORANDUM

To: Deans  
Date: April 20, 2020  
Re: Course Authoring and Commissioned Works Agreement

With the University's priority of enhanced online course development, coupled with the potential for an accelerated move of some materials to online formats or development of new materials for online course, we have had questions from Faculties about Online Course Authoring and Commissioned Works agreements.

For the most part, the design of the pedagogical courses and programs of the university falls under our faculty's academic responsibility and is governed by the *Academic Responsibilities of Members* Article of the UWOFA Collective Agreement and the Article on *Intellectual Property* or, with respect to online courses, the *Letter of Understanding Online Courses*.

Teaching involves participation in the design of the pedagogical courses and programs of the University, regardless of the medium of delivery to students (Clause 2. a) of the UWOFA Article *Academic Responsibilities of Members*. Course content created by a faculty member is considered the faculty member's intellectual property unless the faculty member has entered into a Course Authoring Agreement whereby the university purchases a license to use the materials for a specified period of time or where a member has agreed to create materials under a Commissioned Work Agreement.

This memo outlines how to address issues raised with respect to developing or adapting courses to move online temporarily or permanently.

1. Where a faculty member is assigned teaching of a course and they retain control and ownership of all aspects of intellectual property, no special agreement is required, nor is any additional compensation or workload credit given (beyond that normally provided for teaching).
2. Where a faculty member is assigned to move an existing course from an in-person teaching modality to an online modality, no special agreement is required, nor is any additional compensation or workload credit given (beyond that normally provided for teaching).
3. Where a faculty/staff member is asked to develop a new online course and Western wishes to be given a license to enable the material to be used by others to teach Western Students, a COURSE AUTHORIZING AGREEMENT is used to define the terms of the development and licensing. In the case of UWOFA faculty authors, these agreements are subject to the provisions set out in the *Letter of Understanding Course Authoring*. Compensation or Workload Credit is a matter of negotiation between the Course Author(s) and Western commensurate with the work required.
4. Where a faculty/staff member is asked to develop an online or in-person course and Western wishes to own the intellectual property outright (i.e., to enable longer-term use, modification, resale or use outside of Western), a COMMISSIONED WORKS AGREEMENT is used to define the terms of development and IP ownership. In the case of UWOFA faculty authors, these agreements are pursuant to the Collective Agreement *Intellectual Property* Article and, for an online course, the *Letter of Understanding Online Courses*.

Please do not hesitate to reach out to the Office of Faculty Relations if you have further questions.