

ONLINE COURSE AUTHORIZING AGREEMENT

(Western obtains 5 year licence for use teaching Western's students)

Between:

THE UNIVERSITY OF WESTERN ONTARIO

(the "University")

-and-

COURSE AUTHOR NAME

(the "Course Author")

The Parties are entering into this Agreement regarding the development of online course materials for **COURSE NAME** to be offered by Western University in an online (web-based) format.

ARTICLE 1 – THE WORK

- (a) **Development and Production:** The Course Author 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 Course Author agrees to revise the Work until it is acceptable to the Approver. Revisions will also be subject to University approval.
- (d) **Revision:** The Course Author will be responsible for minor revisions (e.g. changes to textbook editions, editing for clarity, and/or sentence level editing for content), updating and major revisions to the Work (*i.e.* to ensure that proper and current academic standards are met and that the Work is accurate and/or relevant). If the Course Author is unwilling, unavailable or unable to carry out revisions requested by the University, the University may assign the revision(s) to a third party. Schedule B describes the compensation for Revisions to the Work.
- (e) **Originality:** The Course Author represents and warrants to the University that the Work will be wholly original by the Course Author 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.
- (f) **Copyright Clearance:** Where any part of the Work requires copyright clearance, the Course Author 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>.
- (g) **Save Harmless:** The Course Author will save harmless the University, and its employees or agents, from any claim arising out of clauses 1(e) and/or 1(f), subject to the relevant provisions of the Faculty Collective Agreement, where applicable.

ARTICLE 2 – COMPENSATION

- (a) **Compensation:** Once the Work has been approved in accordance with clause 1(c), the Course Author will be compensated as follows: [insert workload credit to be given or payment to be made including separating components for vacation pay and/or pay in lieu of benefits as applicable] (which includes 4% in lieu of benefits and 6% vacation pay). Schedule B describes the compensation for Revisions to the Work.

ARTICLE 3 - COPYRIGHT AND LICENCE

- (a) **Retention of Rights:** The Course Author retains copyright (including moral rights) for the Work including any revisions that the Course Author makes during the term of the Licence.
- (b) **Granting of Licence:** The Course Author grants to the University an irrevocable five-year exclusive, royalty-free, non-transferable licence to copy and/or use the Work for the purpose of offering to the University's students the course for which the Work was originally prepared (the "Licence"). The License permits the University to (amongst other things):
- (i) place the Work into another medium including the transformation of textual material into audio format or taking multimedia-developed material to another medium or format;
 - (ii) transfer the Work to another learning management system;
 - (iii) allow non-authoring instructors the ability to make changes to the Work and use the Work in teaching the course for which the Work was originally prepared; and
 - (iv) change course titles, course descriptions, and course numbers to reflect current calendar copy.
- (c) **Course Author Use:** The Course Author will not use the Work, directly or indirectly, for any competing purpose during the term of the Licence; however, he or she may use the Work for the following non-competing uses:
- (i) presentations by the Course Author at scholarly or professional conferences;
 - (ii) publication by the Course Author of texts or articles; and
 - (iii) teaching by the Course Author of courses that are not Online Courses or sections of courses that are not Online Courses at the University or its Affiliates.
- (d) **Renewal:** The License may be renewed by the Parties in writing for up to five additional years.

ARTICLE 4 – ADDITIONAL TERMS

- (a) **Amendment:** The Agreement may only be amended in writing signed by both Parties.
- (b) **Termination:** This Agreement and Licence may be terminated at any time by mutual agreement of the Parties.
- (c) **Deemed Termination:** If the University removes from its Calendar the course for which the Work was created or if the course is not offered for a period of two consecutive years, this Agreement and Licence are deemed to be terminated.

- (d) **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,
On-Campus Mailing address for the Unit offering the course as per the UWO Directory, specifying Unit head name; OR via the Unit Chair/Director/Dean's designated UWO email address

If to: the Course Author:
On-Campus Mailing address as per the UWO Directory, OR via the Departmental Office OR via the Course Author's designated UWO email address

- (e) **Further Documentation:** The Course Author 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.
- (f) **Dispute Resolution:** A Course Author 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. Course Authors 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.
- (g) **Applicable Law:** The laws of the Province of Ontario govern this Agreement.
- (h) **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.
- (i) **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: _____
Course Author Date

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 Course Author will develop and produce the following Work, consistent with the completed quality standards in Schedule C: **[Describe all expected curriculum materials below]**
- (i) **Course Outline:** The Course Author 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 Course Author 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 Course Author 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 Course Author 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 Course Author 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 Course Author 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” - Rates of Remuneration for Revision

- (a) Minor Revisions – during license at no additional compensation
- (b) Major Revision Rate- Full Course \$ [as negotiated]
- (c) Major Revision Rate- Half Course \$ [as negotiated]

or paid out as negotiated workload credit

Schedule “C” - 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>
<i>Course Introduction and Overview</i>	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>
<i>Learning Outcomes</i>	Learning outcomes are <i>written in measureable terms (desired course products are clear to students)</i>	Learning outcomes reflect desired outcomes, <i>but NOT all are written as measureable 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, and clearly written from the students' perspective</i>	Learning outcomes are <i>provided and are clearly written from the students' perspective</i>	Learning outcomes are <i>NOT provided</i>
	Consistency exists between learning outcomes and module/unit goals <i>and is clearly articulated</i>	Consistency exists between learning outcomes and module/unit goals, <i>but these are not clearly written or would benefit from more detail</i>	<i>NO</i> consistency exists between learning outcomes and module/unit goals

	Complete	In progress	Incomplete
	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 achievement of course/unit outcomes	<u>Most</u> materials contribute to achievement of course/unit outcomes	Materials DO NOT contribute to achievement of course/unit outcomes
Content Presentation / Structure	Content is easily located and presented in distinct and manageable segments (e.g., modules, weekly segments)	Content is presented in distinct and manageable segments (e.g., modules, weekly segments)	Content is NOT presented in distinct and manageable segments
	Course navigation is intuitive, content flows in	Course navigation is intuitive, content flows in	Course navigation is NOT intuitive, and content flow

	Complete	In progress	Incomplete
	a <i>logical progression</i> (e.g., presented in a table of contents, modules in numerical order)	a logical progression with a few exceptions	is confusing
	All elements of the course design are <i>consistent</i> (i.e., font, graphics, icons, layout and organizational levels) and <i>professional-looking</i>	Most 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	The majority of 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 easily <i>accessible from various locations</i> and <i>links or resources are provided</i>	Technology required for course is <i>nearly always easily accessible</i>	Access to technology required for course is <i>NOT made accessible</i>
	All course technology is <i>reliable</i>	<i>Most</i> 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

	<i>Complete</i>	<i>In progress</i>	<i>Incomplete</i>
<i>Student Support</i>	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)
<i>Communication and Feedback</i>	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
<i>Legal/ Procedural Issues</i>	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)