

**AUTHORSHIP AGREEMENT  
PREPARATION OF ONLINE COURSE MATERIALS  
(the “AGREEMENT”)**

**BETWEEN:**

**UNIVERSITY OF WATERLOO**  
(hereinafter “**University**”)

-and-

**NAME OF AUTHOR, CONTACT INFO**  
(hereinafter “**Author**”)

**WHEREAS** Waterloo and the Author (each referred to as “Party” and collectively referred to as “Parties”) wish to collaborate in the creation of an online [subject] course, named, “[name of course]” (“**Course**”) to be developed and offered to students online;

**NOW THEREFORE** in consideration of the mutual covenants set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Description of Work

1. The Author will provide source materials and ideas, and, in conjunction with the Centre for Extended Learning (CEL), create the final Course Materials (including content, activities, and assessments). The Courses Materials, along with the Course Outline, and proper setup and naming of the course consistent with the University of Waterloo calendar within an online delivery environment, will constitute an Online Course for the Academic Unit in the University in accordance with the “Online Course Quality Guidelines”, attached hereto as Schedule “A”. An agreed upon “Online Course Schedule” between the Author, Academic Unit and the CEL is attached hereto as Schedule “B”. If these or any requirements contained in this document are not met, CEL reserves the right to withdraw from this agreement.

Term and Termination

2. Subject to early termination as provided for in this Agreement, the Term of this Agreement shall commence on [month year] and terminate on [month year].

## Remuneration

3. The Parties shall agree upon remuneration issues in a separate agreement in advance of the commencement of this Agreement.  
The author shall be provided [x course release time or compensation] by the department/school/unit for the development of this online course.  
[OPTIONAL] CEL is contributing [x amount] to the author release time/compensation.  
[OPTIONAL] eCampusOntario is contributing [x amount] to the author release time/compensation.

## Resources Provided by the Centre for Extended Learning

4. CEL will contribute design and development resources toward the Course development within the agreed-upon development period. The specific resources and timelines will be outlined in a project document that is agreed upon by the Author and CEL.

University Staff required to support the development and offering of the course will have access to this course. Administrators responsible for the related academic program (s) may also access the course in the execution of their duties.

## Warranties

5. Course Materials shall be the original work of the Author, or the work of third parties for which proper permissions to use for all purposes relevant to providing the Course in an online format have been obtained. The Author must clearly indicate the source of any third-party copyright material included in the Course Materials (i.e., provide the CEL project team with sufficient details to find the source and cite it, as exemplified in Schedule C). The University will seek clearance for use of such third-party copyright material in the Course, and any associated fees will be paid in equal shares by the CEL and the Academic Unit, if agreed upon between the Parties. Where clearance to use third party copyright materials is not obtained, the University through CEL will work with the Author, as appropriate, to replace or remove such content. Third-party copyright material is not considered part of the Course Materials for the purposes of licensing.
6. The Author warrants for him/herself, that, to the best of his/her ability, knowledge and belief, the Course Materials provided by each of them will not be defamatory, libelous, obscene or otherwise illegal and will not infringe on any right of privacy, publicity, or any other third party rights. The Author further warrants that the Course Material created by the Author will not be subject to any license, agreement or encumbrance which affects the rights granted under this Agreement and that the Author has full right, power, and authority to enter into this Agreement.

## Intellectual Property

7. In accordance with the University of Waterloo's Policy 73 – Intellectual Property Rights, the Author will own all intellectual property rights in the Course Materials, including, without limitation, copyright, except where such materials were jointly created with the CEL through the provision of the services described in paragraph 4, in which case paragraph 8 applies.

## Jointly Developed Course Materials

8. Final Course Materials to which the CEL has made significant contributions, including, but not limited to, ideas, expression, design, development, or computer code, will be deemed to be jointly developed. As such, the University will be considered a co-creator of the resulting Course materials and joint owner of copyright (as defined in the University of Waterloo's Policy 73). The Author licenses his/her interest in the Jointly Developed Course Materials to the University on the same terms as the license for the Course Materials as set out in the license below.
9. The University hereby licenses back to the Author the right to use and modify any final jointly developed Course Materials in the fulfillment of any teaching duties at the University including in any courses, course packs, e-reserves, informal instruction, or demonstration. Jointly Developed Course Materials may not be used for teaching at another institution, in any publication, or as property in a transaction that results financial gain for the Author, without the written consent of all signatories to this agreement.

## Licenses

10. The Author grants to the University an exclusive, royalty-free license to use the Course Materials and Online Course, in whole or in part:
  - for teaching academic credit courses at the University, [OR]
  - for any use, including non-credit courses,
  - in perpetuity [OR]
  - for a period of [X] years from the date of first offering of the online course
  - Under this license, the University may select another instructor to teach the Online Course using any and all Course Materials. [OR]
  - The Author will have right of first refusal to teach this Online Course using the Course Materials. Should the Author be unavailable or decline to teach the online course as scheduled by the University, the University may, at its discretion, select another instructor to teach the Online Course using any and all Course Materials.

Such license includes the right to reproduce, adapt, modify, translate, display, perform and communicate by telecommunication the Online Course and Course Materials. The University may also produce alternate formats of the Course Materials to make them accessible by persons with disabilities.

- [OPTIONAL] The Author also grants the University license to make [all or specified] Course Materials publicly available either through Waterloo's Open Courseware website or other publicly available websites. The [specify license] Creative Commons license will be applied to govern the terms of use of these materials.

If the Author's interest in the Course Materials reverts to his/her estate at any time after his/her death, the Author hereby grants to the University an exclusive license to the

Course Materials to take effect from the date of the reversion until the expiry of the term of the copyright, both in Canada and in other jurisdictions.

11. The Course Author agrees to provide an orientation to a new instructor assigned to teach the course. This orientation will include information pertaining to course design and any unique features within the online course, including the set up and maintenance and set up of third party tools to the course instructor assigned to teach the course.

#### Acknowledgment of Author

12. The University will acknowledge the Author in all reproductions of Course Materials.

#### Dispute resolution

13. The Parties will use their best efforts to settle in a fair and reasonable manner any dispute arising in connection with this Agreement. If such dispute cannot be settled by the Parties between themselves within thirty days of one party notifying the other Parties of the dispute, the dispute will be submitted to the Associate Vice-President, Academic.

#### Completeness

14. This Agreement constitutes the entire agreement made between the Author and the University (including any documents referenced with the Agreement) concerning the Course Materials and supersedes any prior communication, representations, understandings or agreements between the parties. Amendments to this Agreement will not be valid unless made in writing and signed by both parties.

#### Governing law

15. This Agreement is governed by and will be interpreted according to the laws of Ontario and the applicable laws of Canada. The courts of Ontario will have jurisdiction over all claims, disputes and actions related to this Agreement and the parties submit to the jurisdiction of such courts.

#### Notice

16. Whenever notice is required to be given under this Agreement, notice will be sent to:

Aldo Caputo, Director  
Centre for Extended Learning  
University of Waterloo  
Phone: 519-888-4873  
Email: [acaputo@uwaterloo.ca](mailto:acaputo@uwaterloo.ca)

[signature page to follow]

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Author

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Chair/ Director or Dean

\_\_\_\_\_  
Date

UNIVERSITY OF WATERLOO

\_\_\_\_\_  
Signature of Director, CEL

\_\_\_\_\_  
Date

*Distribution: Author(s), Chair/Director, Dean, Director of the Centre for Extended Learning*

## Schedule “A”

### Online Course Quality guidelines

The Centre for Extended Learning (CEL), together with the Advisory Committee on Distance and Online Education and the Associate Vice-President Academic are committed to promoting the following principles of good practice in the design and delivery of University of Waterloo online courses.

#### General principles

- Courses strive to be academically rigorous, current, and reflective of the standards of scholarship within the discipline, as well as best practices in pedagogy.
- Courses strive for a learning experience that is equivalent for all online students, regardless of their geographic location, schedule, or disability.
- Courses encourage and exemplify the highest standards of academic integrity.
- Courses have a [course outline that complies with university policy](#)

#### Intended learning outcomes

- Outcomes are measurable, achievable, relevant, concise, and clearly stated.
- Online learning activities, assessments, and content align with, and promote the achievement of the intended learning outcomes.

#### Learning

- The course engages students in active learning through an appropriate mix of student content, student-instructor, and student-student interaction.
- Course activities respect diverse talents, backgrounds, and ways of learning, and reflect an awareness of an international audience.
- Whenever possible learning activities should reflect activities within the discipline, and are relevant and/or applicable to real-world situations.

#### Assessment

- Policies pertaining to assignments and grades are clearly stated.
- Students are provided with the necessary information to complete assignments (e.g. instructions, evaluation criteria).
- Constructive feedback about performance is provided to students in a timely manner throughout the course (e.g. providing sufficient time for students to incorporate feedback into the next assignment).

## **Content Presentation and Media Selection**

- The technology and media chosen are appropriate for the content, audience, and intended learning outcomes.
- The course follows CEL practices for ensuring accessibility.
- Media resources follow CEL's Presentation Standards and are consistent with Waterloo's institutional identity.
- Media used in the course complies with Canadian copyright legislation<sup>1</sup>.

## **Pace, organization, and sequencing of the course**

- Work expectations are clearly communicated to students and fall within the University of Waterloo's guidelines (i.e. approximately 10 hours per week for undergraduate courses).
- The course includes standardized information that supports the learner's progress (e.g. Getting Started, Technology Check, Schedule, Assignment Submission Instructions, and Final Exam Information).
- The course is well-organized and uses an evident design framework (e.g. chronological, thematic, easy-to-difficult, etc.)

## **Teaching and facilitation**

- The instructor maintains a presence and interacts with students in a variety of ways throughout the course.
- The instructor fosters a supportive learning environment for students.
- The instructor sets and meets expectations for instructor responsiveness and availability (e.g. turn-around time for email and discussion forum postings, feedback on assignments, etc.)
- Student feedback is collected and used to continually improve course quality.

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<sup>1</sup> Please note that CEL uses APA style citation format for course materials.

Schedule "B"  
Online Course Schedule

SAMPLE



Schedule “C”  
Sources of 3<sup>rd</sup>-Party Material

This resource is intended for **course authors who are developing online courses in partnership with the Centre for Extended Learning**. List all third-party assets that you would like to use in your course. Include both the assets that you are linking to and those that you would like to copy (ensuring that they are not defamatory, libelous, obscene, or otherwise illegal and will not infringe on any right of privacy, publicity, or any other third party rights [e.g., copyright]). The citations for CEL courses default to APA style<sup>2</sup>. Forward this worksheet to your OLC in the pre-development phase of each module.

Course Code	
<b>3<sup>rd</sup>-party material</b> Description (a few words)	<b>Source</b> URL OR bibliographic citation including Author/Editor, Date, Title, ISBN/ISSN, pages, etc.
Example: Alex Colville, <i>Horse and Train</i> , 1954	Example: <a href="https://aci-iac.ca/art-books/alex-colville/key-works/horse-and-train">https://aci-iac.ca/art-books/alex-colville/key-works/horse-and-train</a>
Example: Matthew Rimmer, Copyright Law and Mash-Ups	Example: <a href="https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2701568">https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2701568</a>
Example: Ariel Katz, Debunking the Fair Use vs. Fair Dealing Myth	Example: <a href="https://osf.io/preprints/lawarxiv/26vjt/">https://osf.io/preprints/lawarxiv/26vjt/</a>
Example: Lawrence Lessig, Free Culture	Example: <a href="#">ISBN 1-59420-006-8</a> .

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<sup>2</sup> Example of reference written in APA style: Colville, A. (1954). *Horse and train*. Art Canada Institute, Toronto, ON, Canada. <https://www.aci-iac.ca/art-books/alex-colville/key-works/horse-and-train>.