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

BETWEEN:

UNIVERSITY OF WATERLOO
(hereinafter the “University”)

-and-

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

1. The Author will prepare course materials for the following online course (the “Course”):

2. The Author will prepare Course materials for the Course in accordance with the guidelines established by the University as listed in Appendix “A” and as communicated by the University to the Author from time to time.

3. The Author will have available the assistance of the University’s Centre for Extended Learning in the preparation of the Course.

4. Payment for creation of the Course will be made in the following increments:
   (a) $7,500.00 (seven thousand, five hundred Canadian dollars) will be paid by the University to the Author when approximately one half of the Course content has been prepared by the Author and has been approved for use by the University.
   (b) $7,500.00 (seven thousand, five hundred Canadian dollars) will be paid by the University to the Author when the remaining one half of the Course content has been prepared by the Author and approved for use by the University.

5. Once the Course is deemed to be ready for offering by the University, the Author will take the role of course instructor for a minimum of two Course offerings (the “Initial Offerings”), assuming all instructor responsibilities as listed in Appendix “B”.

6. The Author will be paid $4,000.00 (four thousand Canadian dollars) per offering of the Course for which the Author acts as instructor.
7. Should the Author wish to discontinue acting as Course instructor at any time after the Initial Offerings, the Author must notify the University in writing, at least four months before their intended resignation.

8. Should the University wish to discontinue the Author’s services as Course instructor after the Initial Offerings, the University must notify the Author in writing, at least four months before the end of their service as Course instructor.

9. Course materials shall be the original work of the Author, or the work of third parties for which the Author has the proper permissions to use for all purposes relevant to providing the Course in an online format. All permissions to use third party materials should be in writing and must be presented to the University upon request. The University may request production of these permissions from time to time and with reasonable notice.

10. The Course will be reviewed by the University on a regular basis to determine whether any changes are necessary, whether the materials require editing, or whether the Course should be withdrawn from offering. The Author acknowledges that it is his/her responsibility to develop any additions, improvements and/or emendations the University deems necessary to develop a successful Course. The Author further acknowledges that the University may make additions, improvements and/or emendations by their own right. The Author will be remunerated for significant revisions (those that require more than 25 hours of work in one term) on a case-by-case basis.

11. The Author will, consistent with the University’s Policy 73 – Intellectual Property Rights, own the rights to the intellectual property to all materials which the Author creates for use in the Course, whether such materials were created prior to, or during the development of the Course. The Author hereby grants to the University a perpetual, royalty-free, paid up, non-exclusive license to use the Course and all Course materials for its educational purposes including online, continuing and/or professional development education. This license includes the right to have the Course taught by others, to have the Course modified and/or amended by others and to offer the Course to any learners and/or members of the general public as deemed fit by the University.

12. The Author acknowledges that the Course is developed through ongoing collaboration with the University. As a result of this collaboration a unique relationship exists between the Author and the University and as such, any use of the finished course materials by the Author outside of the University will require the written permission of the Director of the Professional Development Program and the Associate Vice President, Academic Programs.

13. If any provision of this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances
other than those as to which it is held unenforceable, will not be affected by that
unenforceability and will be enforceable to the fullest extent permitted by law.

14. This Agreement shall be governed by the laws of the Province of Ontario and may
not be amended without written agreement signed by both parties.

DATED this ________ day of _____________________, 20____.

__________________________________________
Author

__________________________________________
UNIVERSITY OF WATERLOO

Per:
Title:
I have the authority to bind the corporation.

__________________________________________
Per:
Title:
I have the authority to bind the corporation.
APPENDIX A
GUIDELINES FOR THE DEVELOPMENT OF WatPD COURSES

1. COURSE STANDARDS

Course Components
   a. A complete Course runs for 10 weeks (the “Term”) and requires an average of 20-25 hours a term of the student’s time.
   b. Each Course is worth 0.5 academic credits.
   c. Each Course will be graded on a CREDIT/NO CREDIT basis.
   d. The Course must have a course outline as required by Senate.
   e. Students cannot be asked to incur costs to complete the course (e.g. no requirements to purchase text books).

Development Process
   a. The Author and the University will create a schedule of deliverables to which the Author will be bound. Any changes to this schedule must be approved in writing by WatPD, CEL and the Author.
   b. The Author will work with the University throughout development of the Course to ensure all program standards are met.
   c. The Author will meet with the University to review content, conduct a design review and any other review required at any time.
   d. The University reserves the right to add or alter Course content or assessments as necessary to meet program objectives (including, but not limited to: program evaluation initiatives, employer engagement initiatives, or alignment with faculty initiatives).

Course Delivery
   a. The Course must be completely finished and ready for delivery prior to the start of the term unless otherwise agreed upon by both parties in writing.
   b. The Course must be delivered asynchronously.
   c. The Course must be fully available online and deliverable through the University’s Learning Management System.

Assessment Standards
   a. The Course must comprise 4-7 assessments in the Term.
   b. Assessments must follow best practices for academic integrity and be designed to deter plagiarism and other academic offences.
   c. Information recall assessments should be limited to small exercises forming no more than 10% of the final grade.
   d. No assessments can be scheduled for the first two weeks of the Term.
   e. Mandatory assignments (i.e., Assignments which must be submitted and passed to earn course credit) require the approval of the University.
   f. There must be flexibility in assignment deadlines, which can be decided on a case-by-case basis in consultation with WatPD.
APPENDIX B

INSTRUCTOR RESPONSIBILITIES

During the Term
a. Schedule/attend unit marking meetings.
b. Lead discussions and make final determinations regarding grades at marking meetings.
c. Answer student and staff inquiries within one business day of receipt.
d. Forward all inquiries from students to the Course email account for retention by the University.
e. Prepare a general feedback document for students to be distributed when graded assessments are returned.
f. Maintain communications with students regarding significant Course news.
g. Act as a resource when faced with a special case or escalated situation (e.g. inappropriate submission or academic integrity violation) related to the Course.
h. Advocate for students to maintain a high standard of academic integrity in their work and report breaches of academic integrity to the appropriate authority.

End of Term
a. In consultation with the Instructional Support Coordinator, review final grades.
b. Each Term, discuss possible Course improvements with the University.
c. Obtain input from the course team and review proposals or drafts of material to consider as possible Course updates.
d. Provide drafts and final copy of updates/revisions in advance of University deadlines.