**Template for Licence Agreement for Online Instructional Materials[[1]](#footnote-1)[[2]](#footnote-2)**

April 2021

**DATE**

**Re: Agreement regarding course DEVELOPMENT IN/CONVERSION TO online format**

Dear **NAME**:

This letter confirms your role as the course author for an online undergraduate course titled: **Insert Course title.** This course will be offered beginning in **Insert term**.

**Responsibilities**

Working with an online development team, you will be responsible for the following:

**Attend online pedagogy training Date**

**Meet with development team & review course content Date**

**Provide course outline & text Date**

**Provide course content including required readings Date**

**Develop assignments**  **Date**

Complete testing **Date**

Complete minor revisions following the first course offering **Date**

Complete minor revisions and updates Ongoing

You will work in collaboration with **Name of primary contact person**.

In consideration for not being required to teach one course for one term at McMaster University (the “university”) to develop the course materials (including outlines, written materials, A/V materials, multimedia, course assignments and readings - collectively the “Course Materials”; and excluding personal notes, commentary, and any non-finalized versions), which you will own, and fulfill the above Responsibilities, you agree to the provisions below.

As part of your regular teaching responsibilities, you will teach the first course offering and will have first right of refusal to teach subsequent offerings.

**Licensing of Course Materials**

As part of your duties and responsibilities to the university, you will allow the university to use the Course Materials, including course outlines, audio and visual content, and other media to fulfill its obligations to students on an ongoing basis. Specifically, you grant to the university and its successors an exclusive, perpetual, royalty-free, irrevocable, indivisible and non-transferable license to use, reproduce, modify or alter, in its entirety or in part, the above Course Materials (and any additions thereto or revisions thereof) for university, non-commercial purposes in all media and formats, including but not limited to, offering online courses.

You retain moral rights to the Course Materials, but will not unreasonably refuse consent to additions or revisions made by the university and its successors. In particular, you acknowledge that if you are not teaching the course that the university may modify, alter or otherwise change and update the Course Materials as it sees fit. The university agrees to acknowledge you in the Course Materials as its author for a maximum of ten years, or for a shorter period at your written request.

You agree not to sell, directly or indirectly, individually or in concert with others, at any time during or after your employment with the university, the Course Materials (or any part thereof) for any online learning or similar course offered at, by or through any university or college, save as expressly agreed to in writing between yourself and the university.

Notwithstanding the above, in accordance with the university’s Policies, Procedures & Guidelines, you can use and/or incorporate the Course Materials (or any part thereof): (1) as teaching materials, (2) in print materials such as textbooks or scholarly publications (the “Print Materials”), that can be sold or distributed, provided that any text or audio visual components of the Course Materials are not used/incorporated in any digital component(s) associated with the Print Materials or used for any online courses, and (3) in any other manner that is expressly agreed to in writing between yourself and the university. This license to use and/or incorporate the Course Materials continues whether or not you are employed at the university.

**Warranties**

You warrant that, to the best of your knowledge:

1. the Course Materials are original, except where clearly indicated otherwise, and do not infringe any third party copyright or other intellectual property rights;
2. the Course Materials are not subject to any license, agreement or encumbrance which affects the licensing rights granted herein; and
3. you have full right, power and authority to grant the licensing rights herein.

Please indicate your agreement by completing, signing and returning this letter at your earliest convenience to **NAME**.

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree to the terms specified herein.

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Course Author's Signature Date

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**Authorizing Individual** Date

McMaster University

1. This template is provided as an example. Faculty members with specific questions or concerns, may want to consult an IP lawyer. MUFA is working on a framework for providing legal support to faculty members in the future that will cover IP and copyright. [↑](#footnote-ref-1)
2. Adapted from an agreement that was used by the Faculty of Humanities. [↑](#footnote-ref-2)