RE: ***ACADEMIC/NON-ACADEMIC COURSE SERVICES - LETTER OF AGREEMENT***

The purpose of this LETTER OF AGREEMENT is to confirm and document our previous discussion(s) relating to the provision of certain Academic/Non-Academic Course Services by: (“Contractor”) to The Board of Governors of Grant MacEwan University (“MacEwan University”) on behalf of

It is agreed that the Contracted Services shall be provided by the Contractor in accordance with the following terms and conditions:

1. **Definitions** - In this Agreement:

    a. **“Agreement”** means this Agreement including its schedules.

    b. **“MacEwan University Persons”** means MacEwan University, its board members, officers, directors, employees, contractors, students and volunteers.

    c. **“Contracted Services”** means the goods and services being provided by the Contractor as described in Schedule “A” Scope of Work.

    d. **“Developed Product”** means all works, writings, creations, inventions, techniques, improvements, methods, software programs, designs and other original works, and all creations of intellectual property, including without limitation all other creations capable of protection under patent, trademark or copyright legislation, developed or created by the Contractor in the performance of the Contracted Services. This includes any and all moral rights and copyright which may subsist or exist in the same and any and all drawing, specifications, source codes, algorithms, derivatives evidencing or comprising the same and all summaries, derivative and copies of the same, and all enhancements and versions of the same.

    e. **“Sensitive Information”** means and includes all information of a confidential nature, whether in electronic, written or other form including without limitation: student, provider, or employee records; security infrastructure of MacEwan University; source codes, software, and other intellectual property owned by or licensed to MacEwan University; financial or other business records; third-party business confidences;

information concerning planned policies or proposals involving MacEwan University; or any other information, including personal information, pertaining to MacEwan University Persons or MacEwan University students or MacEwan University's finances, operations or intellectual property.

2. The Contractor shall provide the Contracted Services as described in Schedule "A" Scope of Work, attached to this Agreement.

3. The Contractor shall provide services beginning on the day of , 20 and ending on the day of , 20 ("Term of Agreement") unless extended by written agreement executed by both the Contractor and MacEwan University prior to the expiration of the Term of the Agreement.

4. The Contractor shall devote the necessary time and resources in order to provide the Contracted Services with its best skill and ability.

5. The Contractor shall be able to provide consulting services to any other party during the Term of the Agreement, but such other consulting services shall not detract from the quality of the Contracted Services performed for MacEwan University nor shall such other consulting services be in conflict with the best interests of MacEwan University.

6. MacEwan University shall remunerate the Contractor for the Contracted Services in accordance with the Fees and Payment article in Schedule "A".

7. Where necessary, the Contractor shall obtain all permits, licenses or other authorization for the performance of the Contracted Services and shall pay all duties, license fees and other taxes which may become payable to any authority as a result of providing the Contracted Services. The Contractor is solely responsible for any and all assessments or contributions required by various applicable federal and provincial statutes, including without limitation, the payment of all income and other taxes assessed against the Contractor.

8. The Contractor acknowledges and agrees that the Contractor is an independent contractor and that no employer and employee relationship is created between MacEwan University and the Contractor by virtue of this Agreement.

9. The Contractor hereby grants and assigns to MacEwan University the Contracted Services and all of the Contractor's right, title and interest, including without limitation, all copyright, trade-marks, trade secrets, patents and any other intellectual property right, in and to all of the products and works resulting from, or arising in relation to, such Contracted Services (which form part of the "Developed Product" and which shall include, without limitation, the Course, the Course Materials and any software or computer programs relating thereto). For greater certainty the parties agree that copyright in the Developed Product includes ownership therein and all rights to use and publish the Developed Product in any media, whether now known or hereafter devised, throughout the universe, for any audience or purpose, in all languages, and in perpetuity, all to vest in MacEwan University as and when created by the Contractor and all to be

exercised by MacEwan University as it may choose without restriction and without obligation to make any use thereof whatsoever.

10. The Contractor acknowledges and agrees that the compensation paid to the Contractor pursuant to the terms of this Agreement constitutes full and complete consideration for the Developed Product (including for its creation, design and development) and that the Contractor shall have no entitlement whatsoever to any royalties, fees or other amounts in respect of the Developed Product.

11. The Contractor hereby irrevocably waives any and all "moral rights" as author of the Developed Product. "Moral rights" includes, without limitation, the right to the integrity of the Developed Product, including the right to restrict modifications to the Developed Product, together with the right, where reasonable, to be associated with the Developed Product by name or pseudonym or the right to remain anonymous. Without limitation to the foregoing waiver, the Contractor may confirm with MacEwan University in writing whether he/she wishes to be associated with the Developed Product, however any such reference or association shall remain within MacEwan University's sole discretion. In the event that the Contractor and MacEwan University agree to associate the Contractor with the Developed Product, then the Contractor hereby grants to MacEwan University the right to use the Contractor's biography, name, and likeness in connection with the promotion, publicity, advertising, and exploitation of the Developed Product.

12. The Contractor represents, warrants, and covenants to and with MacEwan University that:
    a. the Developed Product shall be original works of the Contractor that the Contractor has and will create solely on its own (subject to subparagraph (c) below), and neither the Contractor in performing the Contracted Services, nor the Developed Product, nor the use thereof shall breach or infringe any intellectual property (or other) rights of a third party and the Contractor agrees to indemnify and save harmless MacEwan University from any costs, damages, claims, or expenses arising from any such breach or infringement or alleged breach or infringement;
    b. the Contractor has not and shall not otherwise assign any of the Developed Product to any other person;
    c. if copyrighted work created by others is included in the Developed Product, the Contractor shall provide MacEwan University with a written list of the copyrighted material used and letters from the copyright holders stating that permission to use such copyrighted material has been granted by the copyright owner to MacEwan University. The Contractor agrees to execute such further documents as may be necessary to give full effect to this Agreement, including, without limitation, any intellectual property registrations or notices. The Contractor shall obtain MacEwan University's written approval prior to incurring any fees or costs to obtain copyright permissions or clearances. MacEwan University will be responsible for such fees and costs, provided it provided prior approval for the same;
    d. the Contractor shall be solely responsible for the accuracy, completeness, and integrity of the Developed Product;

e. the Developed Product shall be neither defamatory nor constitute an invasion of privacy; and
f. the Contractor is under no obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict the Contractor from entering into and fully performing this Agreement.

13. The Contractor acknowledges and agrees that all documents, including without limitation Sensitive Information, provided to the Contractor by MacEwan University shall remain the property of MacEwan University and shall be returned to MacEwan University upon completion of the Contracted Services.

14. Unless required by law or unless the information is already known to the public, the Contractor agrees not to disclose or otherwise communicate to any other party any information relating to the business or operations of MacEwan University that the Contractor becomes aware of or is disclosed to the Contractor in relation to provision of the Contracted Services. Such information shall be considered confidential and proprietary to MacEwan University.

15. The Contractor acknowledges and agrees that if, with the prior consent of MacEwan University the Contractor uses space within MacEwan University or uses MacEwan University equipment from time to time during the provision of the Contracted Services, the Contractor shall comply with all MacEwan University policies and regulations for such occupation and use.

16. The Contractor shall indemnify and hold harmless MacEwan University from and against any and all losses, damages, expenses, claims, suits and demands of whatever nature (including legal fees and expenses on a solicitor and own client basis) caused by or arising out of any negligent or willful act or omission of the Contractor under this Agreement, whether in connection with the provision of Services or in compliance with the terms of this Agreement.

17. Either MacEwan University or the Contractor shall have the right to terminate this Agreement upon seven (7) business days written notice to the other party. In this event, MacEwan University shall pay the Contractor for the Contracted Services completed up to the date of such termination. Upon termination of this Agreement and upon receipt of payment from MacEwan University, the Contractor shall immediately deliver to MacEwan University, at the Contractor's own expense all Sensitive Information, all Developed Product completed to the date of termination and any other materials that are the property of MacEwan University.

18. The confidential information and indemnity provisions of this Agreement shall survive termination and expiration of this Agreement.

19. This Agreement shall enure to and be binding upon the parties' respective heirs, executors, administrators, successors and/or assigns.

20. This Agreement shall not be subcontracted or assigned in whole or in part by the Contractor without the prior written consent of MacEwan University, which consent shall not be unreasonably withheld. Any attempt by the Contractor to subcontract or assign this Agreement in whole or in part without such prior written consent is void.

21. This Agreement is the entire agreement between the parties. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by the parties.

22. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta without reference to its conflict of laws rules. MacEwan University and the Contractor attorn to the jurisdiction of the Courts of Alberta in the City of Edmonton.

This Agreement is effective when signed by both parties, whose signatures are affixed below.

For **MACEWAN UNIVERSITY**:

_____

Date: _____

Name (Print): _____

Position (Print): _____

For the **CONTRACTOR**:

_____

Date: _____

Name (Print): _____

Position (Print): _____

Witness: _____
(Required if Contractor is a Sole Proprietor)

SCHEDULE "A"

SCOPE OF WORK

Services:

The Contractor will provide Contracted Services to MacEwan University for the "Course" as follows:

1. Course Development:

a. The Contractor shall, in collaboration with MacEwan University and its staff, design and develop the course materials for the Course and in connection therewith the Contractor shall perform the particular tasks selected from the list in subsection (b) below and shall prepare and deliver the particular materials selected from the list in subsection (c) below.

b. The Contractor shall complete the tasks indicated below (select all that apply):

- ☐ Attend a course writing and instructional design orientation
- ☐ Create a Course map
- ☐ Write content for the Course based upon the master Course syllabus and Course map
- ☐ Develop online learning activities and assessments related to Course content
- ☐ Identify existing required media resources (e.g. video, clip, url)
- ☐ Work with designated MacEwan University staff to develop media resources
- ☐ Obtain copyright permissions in collaboration with MacEwan University Copyright Office (Refer to Section 3c below)
- ☐ Make revisions to Course content based on MacEwan University reviewer's comments
- ☐ Complete revisions based on editor's comments
- ☐ Review the Course after it is organized online
- ☐ Develop an instructor's manual and student manual

c. The Contractor shall develop and deliver to MacEwan University the materials checked below (the "Course Materials"). In preparing the Course Materials, the Contractor shall follow the style guidelines provided by MacEwan University.

i. **Course Outline** prepared in accordance with the template provided by MacEwan University;

ii. **Course Manual** containing all of the materials a student would require to learn the Course content presented as modules and organized to include the following (select all that apply):

- ☐ Introduction/overview to the Course content
- ☐ Introduction/overview for each module
- ☐ Content for individual modules,
- ☐ Learning outcomes for each module
- ☐ Required reading for each module
- ☐ Learning activities for each module
- ☐ Assignments with grading rubrics
- ☐ Exams and answer keys
- ☐ References

iii. **Student Manual** containing general information about MacEwan University, directions on working through the modules, and information about assignments and exams, organized to include the following:

- ☐ Course Overview
- ☐ Course Description
- ☐ Course Objectives
- ☐ Required Materials (list of items such as readings or textbooks and instructions for obtaining the materials)
- ☐ Course Schedule
- ☐ Student Evaluation

iv. **Instructor Manual** containing information that an instructor would need to teach the Course and will include the following (select all that apply):

- ☐ Suggested answers for learning activities or discussion questions
- ☐ Alternate activities, assignments, or exam questions
- ☐ Information for a synchronous session, such as PowerPoint or discussion questions

2. Fees and Payment

a. The Contractor shall invoice MacEwan University and MacEwan University shall remunerate the Contractor, in exchange for the satisfactory completion of the Contracted Services, the maximum sum of $ (the "Fee"), which may be paid in installments as provided for below. Satisfactory completion of the Course Materials and the Contracted Services shall be determined in the sole discretion of , or such other person as may be designated by MacEwan University from time to time (the "MacEwan University Designated Person").

b. If the materials described in this Schedule are to be delivered in installments, then the payment schedule outlined below shall be followed.

DELIVERABLE	AMOUNT
Completion of course writing and instructional design orientation. Course map and module 1 submitted to	$ $
First half of Course	$
Second half of Course, including all learning activities,	$
Assignments, exams, copyright permissions and Course outline or student manual	$
Revisions after review and editing	$

Approved invoices shall be paid by MacEwan University within forty-five (45) days of receipt.