

REPORT OF THE JOINT ONLINE EDUCATION TASK FORCE

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INTRODUCTION

There are five possible delivery mechanisms for degree and non-degree courses. These are the following:

- In-person
- Online Synchronous
- Online Asynchronous
- Hybrid Synchronous
- Hybrid Asynchronous

At present all UNB degree courses are of the first three types, with most offered in-person only; the exception is the Faculty of Education that has run entirely online degree programs for many years.

Several units offer select high demand degree courses in online asynchronous format supported by CEL stipends for instructors. These are not considered part of “standard workload,” a term that is restricted to synchronous courses, whether in-person or online.

In the past two years all degree courses transitioned online. This provided a “proof of concept” for running synchronous online courses, and revealed workload, pedagogical and assessment challenges, potential efficiencies, and student experience concerns.

With the transition to in-person teaching underway the notion of a “hybrid synchronous” course has emerged. This came from the need to provide accommodations for students who are unable to come to campus. Many faculties ran such courses in Fall 2021. Looking ahead, due to both student demand and the Strategic Plan, hybrid synchronous courses may become more common.

Both hybrid and online synchronous courses require addressing workload, student experience, and assessment concerns. The latter requires significant extra work to prepare multiple tests and exams.

Another concern is intellectual property issues associated with online material. At present faculty have the option to remove course material from D2L, Teams and Stream, the main platforms that have been used over the past few years. Whether faculty continue to have this option requires discussion.

PRESENT ONLINE LANDSCAPE AT UNB

This section is a short survey of existing and emerging online degree and certificate courses. The first is an emerging hybridization of the existing BSc program in Geodesy and Geomatic Engineering; the second is a Certificate program in Nursing Leadership and Management; the third is an existing online degree program offered by the Faculty of Education with delivery by CEL. These three cases provide a spectrum of UNB's current online state.

1) Geomatic Engineering

GGE recently started fully hybrid synchronous offering of all courses required for their BSc degree. A consultation meeting with their faculty provided the following information

- All scheduled in-person courses were live streamed.
- In lower year courses ~80% on average attended in person, with the remaining attending online
- In upper year courses in-person attendance dropped to about 50%.
- All assessments were online/remote; GGE courses are unique in that little information is available online that could compromise academic integrity.
- Faculty workload increased 10-30% depending on Instructors' approaches to handling online material, including editing of recorded lectures.
- All faculty appeared satisfied with the delivery model and workload assignments
- Students were happy with the flexibility.

Adoption of this type of synchronous-hybrid delivery for degree courses by other units/faculties faces potential difficulties. In the Science faculty for instance, while hybrid delivery might be workable, the availability of online material poses significant challenges for academic integrity for online assessments.

2) Post Baccalaureate Certificate in Nursing Leadership and Management

The program in Nursing Leadership and Management is an online term- based program with some components of onsite learning that is specifically designed to meet the needs of healthcare professionals starting their career in or aspiring towards leadership positions in health care.

All course content is relevant for working in healthcare environments (acute, community and long-term care) in Canada. This program offers participants an online learning environment with components of in-person course delivery. Learning is facilitated through a combination of individual study, group discussions, course work requiring critical reflection, and feedback from the instructor to facilitate their professional development as managers and leaders in healthcare. The in-person sessions will provide an opportunity for learning in teams and time to engage and network with co-learners. The courses address topics commonly experienced by healthcare managers such as communication, conflict resolution, negotiating skills, promoting positive change, staff scheduling, monitoring, and supporting employee performance.

The relevant articles in the Collective Agreement in force between AUNBT and UNB shall apply, including in matters pertaining to the ownership of intellectual property and copyright, and the hiring and payment of instructors to develop online courses. The developer of the course is offered a Multi-Year Agreement to teach the course, as per the terms of the Collective Agreements (Group 1 - Full-time Faculty or Group 2 Contract Academic Employees).

UNB Saint John will provide the equivalent of one (1) base three-credit stipend (courses that are not three credit hours are prorated based on the credit hour of the course) to support the development of the course. The stipend amount is based on the appropriate UNB rate of the stipulated due date in this contract. Once the course is fully developed and approvals have been granted by the appropriate parties involved, this fee will be paid to the developer in compliance with UNB Regulations regarding payments to course developers and instructors.

Payment of this fee grants UNB a license to use the intellectual property of the course for a period of four (4) years for CAEs or six (6) years for Full Time Faculty, commencing on the start date as defined in the Teaching contract. The specific terms of the license are defined in the Collective Agreement (Art. 38.07 for the Group 1 - Full Time and Art. 29.08 Group 2 - Contract Academic Employees).

3) Faculty of Education

Online courses are offered in graduate programs (Masters) and in undergraduate programs (ECE and Adult Education BED). There are currently approximately 800 graduate students (full and part time) and 250 Undergraduate Bachelor of Education students enrolled in these online programs, which run over three semesters. Most graduate courses are run asynchronously, with a few exceptions in the Counselling and Exceptionality programmes.

Courses are coded as Distance Learning, Hybrid or On-line. Graduate courses which are coded as On-line and are run through CEL. Tuition is paid to CEL. CEL pays the stipend for these courses (unless they are part of faculty load), and CEL returns a small percentage of the tuition revenue back to the faculty. Undergraduate on-line courses are not run through CEL.

Faculty can elect to teach on line courses as part of load or (where appropriate) as over-load.

RECOMMENDATIONS

Affirming the General Principles

The working group notes that Article 39 of the collective agreement already sets out the main parameters for teaching online, and the group particularly affirms the following existing provisions, recognizing that the current language is geared toward aligning the online education processes with the processes long-used in in-person teaching. To this end the working group affirms the following existing 5 provisions notably because: a) they advance the idea that as we increasingly move online, we should continue to keep aligned all forms of course-delivery; b) that the language of the CA should remain affirmative and helpful; and c) that any future provisions do no harm by moving in unnecessarily prescriptive directions.

The working group particularly affirms at least the following five existing provisions:

1. Technologically mediated credit courses (or modifications thereof) shall only be developed as part of the curriculum offerings of existing Departments or of offerings agreed between Departments and Faculties for interdisciplinary credit courses and shall comply with the practices, procedures and criteria which have been established at the University of New Brunswick for the creation by Departments and Faculties of in classroom credit courses (39.02)
2. The intent of growing UNB's online programs is not to reduce the number of full-time academic positions without consultation with the Association (39.03. a).
3. Employee shall receive appropriate professional development and technical support assistance so that the Employee is specifically and comprehensively prepared to teach in this environment (39.03. c).
4. Employee(s) engaged in technologically-mediated courses shall have academic freedom as teachers and researchers as stipulated in this Agreement including full freedom in discussing their subject. Oversight or review of courses shall be made according to procedures and regulations established by the Department and by the Senate and shall be consistent with the academic freedom article of this Agreement. (39.03. d)
5. Faculty members shall be free to submit technologically-mediated courses they have created as evidence to the appropriate evaluation committee concerned with the granting of tenure or promotion (39.03. d).

Recommendations to be considered for inclusion in the Collective Agreement

1. Assessment of Teaching Competence: In addition to these existing principles the committee notes the importance of recognizing that professors who shift to online teaching may be moving into a field of learning that few have directly experienced during their own time as students, and that the practices and pedagogies within online learning are both new and quickly evolving. Given these realities, Assessment Committees reviewing teaching records for assessment and promotion should be encouraged to recognize the need for online teachers to take pedagogical risks and experiment with delivery methods that may produce a variety of results. In short, Assessment Committees should continue to see online teaching, as they see in-person teaching, as existing in a set of changing contexts. Opportunities for students to complete the SOS should be included in all online courses.
2. Course Assignment: The assignment of online courses will follow the same collegial processes used to determine the course assignment of in-person courses. The assignment of online courses, as with the assignment of in-person courses, should be made with an awareness of faculty abilities and a desire to accommodate faculty choice and preferences.
3. Intellectual Property Rights: That the provisions protecting the intellectual property rights of those teaching in-person courses are extended uniformly to those teaching online courses. Changes to those rights require the consent of the parties involved.

Recommendations for future discussion (beyond the current CA negotiations)

1. That the provisions outlined in the Collective Agreement regarding the hiring and assessment (including those relating to ROFR and MYAs) of in-person courses be extended to those teaching online courses.
2. For the purposes of documenting offerings and enrollments, that the online courses taught by those within a faculty for the purposes of offering a degree or program be counted by and attributed to that faculty (or in the case of interdisciplinary programs, faculties).

APPENDIX A EVOLVING DEFINITIONS IN DIGITAL LEARNING: A NATIONAL FRAMEWORK OF COMMONLY USED TERMS

Selected Highlights

From the CDLRA National Survey of Online and Digital Learning, Published by the Canadian Digital Learning Research Association, 2021

- Roughly one-half of institutions are lacking institution-wide definitions for online and hybrid learning. For the terms remote learning and distance learning, the proportion of institutions without a single institutional definition rises to approximately two-thirds;
- About one-quarter of the institutions without an institution wide definition have varying definitions by department, program, or individuals; however, a substantial minority have no definition whatsoever.

Definitions

Distance learning is defined as all learning that takes place at a distance. Online learning (where the learning experience is delivered via the Internet either synchronously or asynchronously) is the predominant mode of distance learning; however, distance learning also includes offline distance learning (where the learning experience is fully remote but does not use Internet technology, such as a course being delivered in print format via mail)

In-person learning is defined as learning that takes place entirely within a physical classroom with one's peers and instructor physically present. In-person learning may use technology within the classroom, or technology available on-campus, to facilitate learning and students may be expected to use technology (e.g., Learning Management System (LMS), digital textbooks, laptop computer) to complete course assignments. All instruction takes place in a physical classroom context.

The term **hybrid** learning is an umbrella term that captures all different types of hybrid learning such as flipped learning, hyflex learning, and online learning with an in-person intensive component.

APPENDIX B ONLINE EDUCATION METHODS

This document outlines the most common ways courses are delivered via distance/online methods. The first section of the document outlines the various methods. The second section describes the various ways course materials are delivered both in the Faculty of Education (both my program – Adult Education – and other Education programs/courses with which I am familiar).

Correspondence

Not commonly done anymore but I do have experience with this at a previous university. This method is straightforward, generally:

- Course modules sent to students
- Students complete readings and assignments
- Assignments submitted for marking.
- Students correspond with instructor via email or phone
 - Usually this was for clarification with assignments

Teleconferencing

As the name implies, students participate in the class via telephone. Prior to Skype/Zoom/Teams, courses in the Adult Education Program (and perhaps others in the Faculty of Education but I'm not sure of that) were offered this way. Fredericton based student would meet in the class room once a week (all courses are 3 hours, one evening per week) and students at a distance would call in to participate.

On-Site Teaching visits

Instructors sent to location to conduct short-term, intensive teaching sessions in person with students.

I have participated in numerous teaching visits while working at previous universities. I've done both short and long term teaching visits lasting from 3 to 10 days.

For one institution, whole courses were taught during the visit with students completing assignments and interacting with the instructor around assignments and questions following teaching visits. These were term-based courses and students had the full term to complete the work and teaching visits were usually scheduled early in the term.

For a second institution, we would conduct 3 day sessions in more of a conference format. We would cover several courses (generally up to 5) during this period. Entire courses were not taught. Rather we would conduct workshop style sessions for each course lasting between 1 and 1.5 hours. Instructors would highlight key issues from each course during these sessions. Students would interact with instructors around readings, assignments, etc. during the term. These were also term-based courses and students would complete the work over the course of the term.

Learning Management Systems

There are various types of learning management systems. Courses can be taught entirely via the LMS or the LMS can be used in support of in person or video courses. Instructor videos can also be used on

most LMS systems. Videos are uploaded for students to watch. Existing videos from Youtube or other sites can also be used.

Video

Courses are delivered via video. Teams and Zoom are the two most commonly used formats, though there are other video hosting platforms such as Skype, Google Meets and Facebook Live, for example.

I offer several of my courses via Zoom. Fredericton students meet in class once a week (all of the classes in the Adult Education program are 3 hours per week) and students at a distance call in via Zoom. All of my courses are seminar style so the format is the same as it would be if all students were in the classroom.

Course Delivery

Offshore Programs:

The Faculty of Education has/had various full programs offered via various distance methods. For the majority of these programs, some courses would be offered fully in-country while others were offered through various online modes – D2L/Zoom/Teams.

Individual Courses:

Almost all programs in the Faculty of Education offer some courses via distance methods. These can take one of two forms, though there are a myriad of ways materials can be delivered within these formats. Generally, individual courses are offered either through D2L or Teams/Zoom.

In Adult Education, for example, all of our courses are offered via some form of distance learning, in both our undergraduate and graduate programs. So, a student may take some courses that are D2L based and others that are offered by Zoom and/or Teams. All of these courses are term based.

The Faculty of Education has also made use of combined in-person and distance delivery for individual courses. For example, there have been several courses where Fredericton-based, in-person participation is required, usually this is one to two weeks of in-person instruction on campus. The remainder of the course would be completed online (D2L).

There have also been some courses offered where attendance at a conference in Fredericton formed part of the course (and sometimes with Fredericton based instruction outside of the conference) with the remainder completed online (D2L).

Fully Online (D2L)

LMS can be used exclusively to deliver online content or in conjunction with in-person classes. I teach several courses exclusively through D2L, as do some of my colleagues. Each of us likely has our own structure for the courses but mine is as follows: I develop a syllabus for a whole term to be delivered on a weekly basis, as I would with a face-to-face class. Each week I develop a 'module' based on the week's reading and assignments. Modules generally contain an overview of the topic, with either a general

overview of key points from the readings, or a general overview combined with my own knowledge experience(s) with a topic and several questions for discussion.

I post the modules on the Thursday of each week allowing students time to read the module and consider the questions over the weekend (most if not all are working) while they read the assigned readings for that week. Students are asked to respond to the questions in the discussion section of D2L created for each week by Monday/Tuesday and engage their colleagues in discussion throughout the week. I monitor these discussions throughout the week and will often contribute to these discussions. At the end of each week, I write and post a summary of the key points raised during discussions.

While there are, obviously, many ways course materials can be formatted and delivered via D2L, all of the courses are term-based and most of my colleagues run their courses on a weekly basis. While I haven't done this, I do know of colleagues who post videos of themselves to D2L, either an introduction to the course or videos of themselves outlining key themes/points at various times. My course materials often include web-sites, podcasts, Youtube videos and the like. Some of this material constitutes part of the required course work, other material is recommended or for information.

Hybrid

I am least familiar with hybrid style courses, but my understanding is that this method is a combination of in-person class with either simultaneous video streaming for students at a distance or the video stream is recorded videos posted to D2L for later watching by students.

APPENDIX C CEL ONLINE PROGRAMMING

The Professional Development unit consists of several sub-units that work to design, develop and deliver non-credit online courses and programs. The positions included are:

Manager, Program Development	Sales Manager
Program Manager (2)	Recruitment Officer (2)
Professional Development Operations Analyst	Account Manager
	Customer Success Specialist

- The Manager of Program Development oversees all aspects of the programming within CEL's Professional Development offerings. They determine which new offerings will be accepted by the marketplace, ensure new and existing programming adheres to the applicable regulations within CEL and UNB, and ensure that products are profitable and fit within CEL's brand.
- Program Managers handle all online courses that serve a Professional Development function. They ensure programming will meet market needs for their specific course portfolios, but they also provide administrative support to students in the courses and deal with any issues the students may have. They have the responsibility to ensure work effort is feasible from a business standpoint, and the program benefits are realized by the students.
- Sales and Retention staff are responsible for the design and implementation of customer satisfaction strategies that will increase loyalty and retain business. They analyze customer feedback, negotiate with customers, including corporations, on educational agreements and implement retention strategies. Staff also help troubleshoot technical issues students may have accessing UNB systems before they are moved on to other UNB technical service departments. New program/course ideas come from both internal staff (whose responsibilities include market scans) and our current roster of external consultants who are continually exploring new opportunities.
- New program/course proposals follow the Senate Non-credit Course Committee (SNCCC) approval process. The committee consists of 3 Deans and the CEL Executive Director (ex-officio). A list of new individual courses is sent to each faculty on an annual basis.
- Instructors are hired based on their respective knowledge and consulting experience, contract details and remuneration are negotiated on a case-by-case basis. Copies of all contracts (development or facilitation) are maintained by CEL based on CRA regulations.
- Seven curriculum design employees in the Online Development Team (servicing both credit and non-credit courses) work creatively with Subject Matter Experts and Instructors to assess the requirements of the online learning environment in relation to the curriculum and the prospective learner profile. This team brings online learning to fruition by building each course site and incorporating Quality Assurance in each step of the development process: from the first storyboard to the final review product before it is made available to students.

- All instructors who teach credit and non-credit online courses work directly with the development team of instructional designers and consultants to ensure that they fully understand the LMS, and the most effective teaching pedagogies for their subject matter.
- The Marketing and Communications Unit is responsible for the development and creation of marketing and communication strategies, tailored to the specific market of each program or course (both credit and non-credit). They are responsible for implementing direct marketing approaches including targeted and personalized messages electronically. Staff develop digital strategies in collaboration with other operational areas of CEL to ensure websites and social media channels meet the desired outcome of each campaign. Their mandate also includes ensuring that the UNB brand expectations are met through their efforts. This unit oversees the strategic program of activities and events for both credit and non-credit online courses.

User technology support is provided to instructors of open entry credit and non-credit courses. One designated employee provides D2L tech support for all CEL courses and programs. One designated employee works with UNB systems to connect with ITS or other tech related units as needed.

- Client Services (3 FT) is responsible for the registrations, payments and inquiries for current and prospective students in credit and non-credit courses. Client Services staff answer student inquiries, and ensure successful registration, and the processing of payments. These staff are the gatekeepers to admission into CEL courses and programs and ensure that all prospective students meet acceptance criteria (where applicable) and can access their courses in a timely fashion.
- Incentive structure: In some instances, CEL hire consultants to develop program/course content, possibly instruct (but not always), and CEL owns the content. In other situations, CEL partners with an external consultant, uses their content, and comes to an agreement on a percentage of each registration fee. In yet other situations, CEL partners with third-party providers to funnel learners through CEL's website to theirs and CEL receives a percentage of the registration fee.

CEL Credit Online Programming

- The Credit Programming and Learner Support Unit administers credit courses at CEL. This unit has three main subdivisions: adult learner services, online open-entry programs/courses, and Online term-based programs/courses.

Adult Learner Services:

- Adult Learner Services is a subdivision of Credit Operations that is composed of two staff: a Coordinator/Certified Academic Advisor, and a Program Delivery Officer
- Adult Learner Services specializes in guiding and supporting adult learners from the point at which they initially inquiry about post-secondary education at UNB, through to the completion

of their learning journey with the university (whether that has involved one courses, or an entire degree program).

- o The unit is the first point of contact for any individual over the age of 21 that requires any form of academic advising to begin their journey at UNB.
 - o The unit also oversees some programs and pathways at UNB, and directly services the students connected with the Bachelor of Integrated Studies program (UNB's degree completion program partnered with Renaissance College), the LPN-BN Pathway Program (partnered with the Faculty of Nursing), the Certificate in Applied Behaviour Analysis (partnered with the Department of Psychology), and the University Prep program for students who require high school course upgrading to meet UNB admission requirements.
- Adult Learner Services administers all scholarships and bursaries for UNB's part-time learners and adult learners, administers all Prior Learning Assessments (PLA) for both campuses, and processes all grade submissions and verification for non-credit programs offered at UNB.
 - The Adult Learner Services team has membership on the Teaching Awards Committee, Student Tech Fee Committee and Registrar's Advisory Committee.

Online Open Entry Program/Courses:

- The Online Open Entry Program (OOEP) is staffed by a Coordinator and Program Delivery Officers (2). OOEP refers to the collection of UNB credit courses that are offered in a fully self-paced online format. Courses offered at UNB in this delivery model currently span 18 different academic disciplines. Students enrolled may be existing UNB students, visiting students from other post-secondary institutions, domestic non-degree, and international non-degree students. The Open Entry team concentrates largely on providing focused portfolio growth strategies, faculty support, instructor support, and student support that is centralized and comprehensive.
- For faculty and future instructors, the team provides presentations to faculty and departments interested in moving curriculum into an online format, but also identifies gaps in programming needs of students and facilitates conversations to move special courses and certificates online. Interested faculty/instructors are supported end to end from initial inquiry, proposal submission, course development and course delivery phases with one consistent support team.
- Students are also provided end to end support from course registration through to completion. The online open-entry team assists students with general inquiries, policy/process assistance, general course information, technical issues and booking arrangements of course examinations.
- The Open-Entry team performs key functions related to course administration that includes collaboration with UNB's Registrar's office, exam scheduling and facilitation, instructor contracts, instructor payroll and faculty share distributions.

Online Term-Based Programs/Courses:

- A Program Officer /Instructor Payment Administrator has responsibility for all UNB summer term course offerings, any course that is offered as a Fall or Winter term-based (synchronous) online, off-campus or distance delivered course.
- Summer term administration involves the course submission process from pre-term to the conclusion of the term. Creation of academic summer term calendar scheduling, receiving/processing all Summer, Fall and Winter Term CEL administered course offerings. Functions include ongoing UNB timetable monitoring, liaise with marketing in the promotion of new and under subscribed courses, enrolment reporting, stipend contracts, payment processing, management of course waitlists, course cancellations and exam scheduling. This position is also responsible for the creation and processing of biweekly instructor payments for open entry instructors.

Functions of the units:

- The Credit Programming and Learner Support Unit works directly with faculty for online term-based and open-entry courses. For faculty and future instructors, the team provides presentations to faculty and departments interested in moving curriculum into an online format, but also identifies gaps in programming needs of students and facilitates conversations to move special courses and certificates online. Interested faculty/instructors are supported end to end from initial inquiry, proposal submission, course development and course delivery phases with one consistent support team.
- The Online Program Coordinator regularly meets with Chairs or Deans to discuss the broader audience to which the program/course will fill an educational gap. How many enroll in the course when it is face to face? What working professions could this course serve? Are there other online universities currently offered the same type of online course? Market research is part of the online course proposal submission.
- Faculty curriculum committees prepare new credit course/program proposals and see them through the approval processes
- The online program coordinator is responsible for all open-entry development and teaching contracts. For term-based online course, one program officer is responsible for teaching contracts in Colleague.
- Seven curriculum design employees in the Online Development Team (servicing both credit and non-credit courses) work creatively with Subject Matter Experts and Instructors to assess the requirements of the online learning environment in relation to the curriculum and the prospective learner profile. This team brings online learning to fruition by building each course site and incorporating Quality Assurance in each step of the development process: from the first storyboard to the final review product before it is made available to students.

- All instructors who teach credit and non-credit online courses work directly with the development team of instructional designers and consultants to ensure that they fully understand the LMS, and the most effective teaching pedagogies for their subject matter.
- The Marketing and Communications Unit is responsible for the development and creation of marketing and communication strategies, tailored to the specific market of each program or course (both credit and non-credit). They are responsible for implementing direct marketing approaches including targeted and personalized messages electronically. Staff develop digital strategies in collaboration with other operational areas of CEL to ensure websites and social media channels meet the desired outcome of each campaign. Their mandate also includes ensuring that the UNB brand expectations are met through their efforts. This unit oversees the strategic program of activities and events for both credit and non-credit online courses.
- User technology support is provided to instructors of open entry credit and non-credit courses. One designated employee provides D2L tech support for all CEL courses and programs. One designated employee works with UNB systems to connect with ITS or other tech related units as needed.
- Client Services (3 FT) is responsible for the registrations, payments and inquiries for current and prospective students in credit and non-credit courses. Client Services staff answer student inquiries, and ensure successful registration, and the processing of payments. These staff are the gatekeepers to admission into CEL courses and programs and ensure that all prospective students meet acceptance criteria (where applicable) and can access their courses in a timely fashion.
- Incentive structure: CEL manages all finances related to their online credit courses. They receive tuition revenues and pay for instruction, marketing, sales, support, etc. and also provide Faculties with approximately 15% of tuition revenues.

APPENDIX D FACULTY OF EDUCATION WORKLOAD CONSIDERATIONS FOR ON-LINE COURSE DELIVERY

Context

Online courses are offered in graduate programs (Masters) and in undergraduate programs (ECE and Adult Education BED).

Student enrolment: Graduate Programs (approximately 800)

Undergraduate Programs (approximately 250)

- all Education students taking these courses are part of an academic Program.
- We sometimes have no degree students taking our courses. This is more common in the summer months for individuals who are completing their Principal Certificate, re-certification or future applicants. However, these no degree students are only allowed into a course if there is space after our regular students are given ample opportunity to enrol.
- Most courses are run asynchronously during terms.
- The administration for online courses is primarily done through Education staff. They coordinate timetables, manage student applications, monitor waitlists, create contracts for CAEs.
- Education courses run in all three semesters.

Faculty Responsibilities

- Courses which are in rotation (depending on programmatic needs) are reviewed by faculty prior to submission into the calendar. Some programs have a set pattern for their courses as the students run through the program together as a cohort.
- Online courses are assigned as part of load, overload or offered by contract to CAEs, in accordance with Collective Agreements
- The ECE faculty review student applications and meet with every qualified applicant for a position in the program (this is also the case in our face-to-face BED programs).
- GAU reviews student applications for specific programs and make recommendations for entrance into the program.
- Adult Education faculty review student applications for undergraduate programs.
- A designated faculty contract employee assessment committee meets to review applications and ascertain suitability for course assignment. Graduate contracts are referred to SGS for final approval.

APPENDIX E INTELLECTUAL PROPERTY CONSIDERATIONS FOR ONLINE COURSES IN CAS

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ARTICLE 30 -INSTRUCTIONAL AND INFORMATION TECHNOLOGY

30.1 In this collective agreement, Instructional and Information Technology is defined as asynchronous instruction, i.e. where the primary mode of class delivery does not require students and instructors to be present at the same time and in the same place.

30.2 When academic staff members, other than sessional course developers (See Appendix J: Sessional Course Developers), receive project funding or additional compensation from the University specifically to develop a course or complete major revisions of a course designed around the use of Instructional and Information Technology, the University shall have the right to use the resulting intellectual property for a period of five years. The five year period shall commence on the first day of lectures of the first term in which the course is offered. This right shall extend only to University teaching-related use. The University must notify the member(s) in writing, before the member begins to develop or revise the course that it intends to claim this right. If the member is not provided such notification, the University shall not receive the right to use the intellectual property. During the five-year period the University shall consult with the member(s) who developed or revised the course concerning scheduling and further development that might be required. At the end of the five year period, the University and the academic staff member may negotiate a further license or purchase for the continued use of the intellectual property.

30.2.1 If a course is scheduled to be delivered during the period that the University has the right to use the intellectual property, the appointment for teaching the course shall normally go to the academic staff member who developed or revised it (or if the course was developed or revised by more than one member, to one of the members who developed or revised it). Should the course developer(s) be unavailable or decline to teach the course, the appointment shall go to another member.

30.2.2 Normally the academic staff member who first developed or revised a course shall be the one to determine whether it requires any further revision and to undertake that work.

30.3 The particular expertise, effort, or amount of time necessary for individual academic staff members to prepare Instructional and Information Technology classes varies from one setting to the next and among individuals. It is recognised that preparing and delivering classes using Instructional and Information Technology may require skills and efforts beyond those required for "traditional" classes. Following the collegial process of consultation in committee, each academic unit shall determine which classes using Instructional and Information Technology shall be deemed to count for more than one class in the instructor's assigned teaching load.

30.4 Matters of intellectual property are governed by Article 29 of this agreement.

ARTICLE 29 - INTELLECTUAL PROPERTY

29.1 Definition and General Principles

29.1.1 Intellectual property (IP) means any result of conceptual or artistic activity that is created by an academic staff member and can be owned by a person. This includes all works that can be protected under copyright, patent, trademark, or other equivalent legislation.

29.1.2 It is recognised that a major purpose of the University is to promote the advancement and dissemination of knowledge. The University endorses and encourages the lively engagement of academic staff members in research, scholarship, and professional activities, and shall assist and enhance members' capabilities to pursue these aims, insofar as it is reasonable to do so.

As an academic community, the University values scholarly activity, including the creation and sharing of ideas. Ideas are to be shared as widely as possible and do not constitute IP. The tangible material or electronic form that ideas take may give rise to issues of ownership. It is to these issues of ownership that Article 29 is addressed.

29.1.3 The University encourages academic staff members to make their IP freely accessible to the academic community and to the general public. The University and the Faculty Association recognize that in specific circumstances it may be in the public interest to limit access.

29.1.4 No academic staff member shall be required to engage in any research activity the findings of which are prohibited from being published or fully disclosed to the public. The term "full disclosure" shall be subject to the limitations imposed by the University's Research Ethics Board.

29.1.5 In the absence of a written agreement to the contrary, academic staff members are the owners of all intellectual property, and all rights (including copyright, patents, trademarks, and other equivalent rights) to intellectual property, that they create in the course of their employment at the University. Except as provided for by Article 30, IP shall not be used or distributed by the University without the express written consent of the members who own it.

29.1.6 Academic staff members shall have the exclusive authority to decide whether to pursue commercialization of their IP.

29.1.7 Notwithstanding Article 29.1.5, the University shall have certain prerogatives (namely those specified in Article 29.1.8) over the IP of academic staff members when all of the following conditions are met:

a. the IP was created by members in the course of carrying out their university duties (as defined in Article 16);

b. the IP was created by members using facilities and equipment that were deemed specialized as specified in Article 29.1.7.1, at the time the work began, and that were provided by the University (directly or obtained through external funding), without personal cost to the members;

c. members intend to pursue commercialization of the IP in question.

29.1.7.1 Deans shall establish written, public criteria for determining the facilities and equipment available in their Faculty that shall be deemed "specialized". When establishing or revising these criteria, the Dean shall consult in committee with the academic staff members of the Faculty as per Article 5.11.

29.1.7.2 The terms “specialized facilities” and “specialized equipment” shall not be construed to include the standard academic resources which by custom all members are provided. Accordingly, exceptions to such specialized facilities and equipment include library facilities that are generally available without charge to the general public, general office equipment and technology resources (made available for the use of academic staff members and other university employees) such as multi-function devices, office space, personal computers, computer accounts, software, and online services.

29.1.7.3 Payment of salary to members shall not in itself confer upon the University any ownership rights over the IP developed by members.

29.1.8 When all of the conditions specified in 29.1.7 have been met, the University shall have the following prerogatives:

a. to co-manage the commercialization process;

b. to claim up to 50% of the profits resulting from commercialization, if it has chosen to co-manage the commercialization process;

c. to make an offer to the academic staff member(s) for acquiring partial or full ownership of the IP being commercialized.

The commercialization agreement shall specify the parties’ responsibilities in pursuing commercialization in a timely manner. This agreement will include a provision for the termination of the agreement and the resultant effect on ownership of the IP and sharing of any future revenues.

29.1.8.1 If the University enters into a co-management agreement with an academic staff member(s), the member(s) shall be reimbursed for personal expenses incurred in creating and commercializing the IP before the University became a co-manager.

29.1.9 In cases not covered by 29.1.7 and 29.1.8, an academic staff member(s) who owns IP may elect to transfer ownership or use of the IP to the University. The transfer agreement shall be in writing and signed by the member(s) and the University. Where the University commercializes the IP, the member(s) collectively shall be entitled to at least a 50% share of any profits resulting from the commercialization. Agreements shall be in accordance with the provisions of the Collective Agreement and the IP Policy of the University.

29.1.10 The University shall encourage the development, production, and dissemination of IP, and shall endeavour to protect the IP of academic staff members. The University shall not arbitrarily abandon, destroy, or neglect activities and projects in which the IP of members is embodied.

29.1.11 Any IP created by an academic staff member shall be owned by the University when all of the following conditions have been met:

a. the member was specifically assigned, outside the scope of the member’s normal duties, to create the IP;

b. the member received advance, written notice from the University of this assignment;

c. the member accepted the assignment in advance and in writing and with the condition to transfer ownership to the University of any resulting IP;

d. Prior to the signing of any agreement, the member shall be given three weeks to respond.

29.1.12 The University shall not oblige or pressure academic staff members to follow any particular course of action with regard to IP-related matters. The members, at their discretion, have the option to consult with URFA on IP matters. Members' decisions on IP-related matters shall not be recorded in their performance reviews, shall not affect their performance review adversely in any way, and shall not be an occasion for discipline.

29.1.13 The University maintains a policy on IP. The Intellectual Property Committee shall advise the Vice-President (Research) or designate on any review or amendment of the Policy. Nothing in the Policy shall contravene the provisions of the Collective Agreement.

29.2 Intellectual Property Committee (IPC)

29.2.1 The University shall maintain an Intellectual Property Committee. The Committee shall be comprised of no more than seven members (including the Chair). Both the University and the Faculty Association are entitled to appoint two academic staff members to the Committee for a three year term. The number of members appointed by the University shall not exceed the total number of members appointed by all of the employee groups having representation on the Committee. The parties will ensure the terms of the appointees are staggered in order to maintain continuity of the committee.

29.2.2 The appointed members of the Intellectual Property Committee shall select a mutually agreeable person (who shall not be from the appointed members) to serve as Chair of the Committee. If the Committee cannot agree on a Chair, the Vice-President (Research) and the Faculty Association shall jointly agree on a Chair. The Chair shall vote only in the case of a tie.

29.2.3 The IPC shall:

- a. deal with any IP-related matter referred to it by an academic staff member, the Faculty Association, or a member of the University administration, and make recommendations to the Vice-President (Research);
- b. adjudicate any IP-related disputes between members and the University (including the criteria for determining what are specialized facilities and equipment, as specified in Article 29.1.7.1), between members, or between members and another party, including disputes about profit shares, and make recommendations to the Vice-President (Research);
- c. review the IP Policy and advise the Vice-President (Research) on changes to the policy. The University shall not alter the IP policy without first having received the advice of the IPC.

29.2.4 For all matters referred to it, the Intellectual Property Committee shall report its recommendations to the Vice-President (Research), with copies to all relevant parties. The Vice-President (Research) shall decide on the recommendations and convey, in writing, all decisions and reasons for the decisions to the Committee and the affected member(s).

29.2.5 Academic staff members may submit any IP-related decision of the Vice-President (Research) to the Appeal process outlined in Articles 18.8 and 18.9.

29.2.6 Following the appeal procedure outlined in Articles 18.8 and 18.9, academic staff members and the Faculty Association may submit any IP-related appeal decision of the Vice-President (Academic) to the Arbitration process outlined in Article 21.6.

QUEENS

APPENDIX S ONLINE COURSES

2. Appointment, Assignment and Workload.

a. All Course Authors, Course Revisers and Instructors of Online Courses shall hold appointments pursuant to Article 25 and subject to Appendix P, if applicable. Pursuant to Article 25.1.3.1 and subject to Appendix P, if applicable, where a Course Author, Course Reviser or Instructor of an Online Course does not otherwise hold such an appointment he/she shall be appointed as a Term Adjunct pursuant to Article 25.1.3.1 for the duration of such appointment.

b. Where a Member is assigned duties associated with Course Authorship or Major Revision and/or Course Delivery of an Online Course as part of his or her normal workload, and/or the Member has not received an offer to enter into a Course Authorship Agreement or Major Revision Agreement with the University in accordance with Paragraph 3 and Table A below, then the provisions of Paragraph 3 and Table A will not apply to the Member and the University shall not seek a license for the Intellectual Property that the Member created and/or provided in the completion of such assigned duties. Course Authorship or Major Revision and/or Course Delivery duties in this instance shall be assigned in accordance with the Workload Standard of the Unit.

3. Course Authorship or Major Revision Agreement

a. The University may enter into a Course Authorship Agreement or Major Revision Agreement (each of which is an Agreement as per Paragraph 1.i of this Appendix) with a Member. Such Agreements shall be subject to this Appendix, excluding Paragraph 2.

b. It is contemplated that Course Development or Major Revision work with respect to an Online Course may be undertaken by one or more Members. b. When Course Development or Major Revision is undertaken by a Member in accordance with Paragraph 3.a, the Agreement shall set out the rights and responsibilities of the University and the Member.

c. A Course Authorship Agreement or Major Revision Agreement shall conform to the provisions of this Appendix and to the templates that are appended to this Collective Agreement at Schedule C and Schedule D.

d. A Course Authorship Agreement or Course Revision Agreement shall grant the University an irrevocable non-exclusive, non-transferable (other than to other post-secondary educational institutions under a reciprocal arrangement), non-royalty bearing license to use the Member's Intellectual Property created and/or provided under the Agreement by the Member for the purpose of teaching students enrolled in a Queen's University course for which the Intellectual Property was created and/or provided, including where there are modifications, updates and changes to the course in accordance with Paragraph 3.e of this Appendix. Any use of Intellectual Property created and/or provided under the Agreement that is not included in the license is prohibited without the consent of the Course Author or Course Reviser.

e. The license referenced at Paragraph 3.d shall give the University the right to: i. place any Intellectual Property of the Member into another medium or format as appropriate for course delivery; ii. transfer all Intellectual Property into a current or any successor learning management system or delivery medium; iii. modify and update the Online Course, or part(s) thereof, in collaboration with the applicable Unit, including modifications and updates resulting from a Major Revision as per Paragraph 1.c; and iv. continue to use the Member's Intellectual Property notwithstanding any change to course titles, course descriptions and/or course numbers to reflect current calendar copy.

- f. A Course Author or Course Reviser shall own the Intellectual Property that he/she creates and/or provides and shall retain copyright in that Intellectual Property. The University shall own the Intellectual Property that it creates or provides or that is assigned to it from third parties and shall retain copyright in that Intellectual Property.
- g. A Member who has entered into an Agreement shall work in collaboration with the Instructional Design Team which shall provide the Member with training, assistance and advice in the technological and pedagogical aspects of the development of Online Courses.
- h. The Online Course shall meet the quality standards for academic programming as defined in the Queen's University Quality Assurance Processes (QUQAPs). In addition, the Online Course will conform to any University-wide and Senate approved quality standards and/or benchmarks and/or best practices for online teaching.
- i. The Online Course shall meet the academic requirements of the applicable Unit, shall share the same learning outcomes as the on-campus version of the course (if an on-campus version exists), and shall be subject to the final authority of the applicable Unit.
- j. Subject to Paragraph 4.e, the Course Author of a newly developed Course or a Course Reviser of a newly revised course shall be appointed to teach the course for its first offering, unless he/she declines the offer to teach it. All modifications to the course made during the first offering shall be deemed to be incorporated into the original Agreement as described in Paragraph 3.a above.
- k. If the Member who developed or revised an Online Course declines the offer to teach it, the Unit will assign an appropriate Instructor to deliver the first offering with minimal modifications to the Online Course. Modifications to the Online Course, if any, shall be made in collaboration with the Instructional Design Team.
- l. After the first offering of a newly developed or revised Online Course, the Course Author or Course Reviser shall review and make modifications, as appropriate, in collaboration with the Instructional Design Team and the Instructor, if different from the Course Author or Course Reviser. All modifications to the course made after the first offering shall be deemed to be incorporated into the original Agreement as described in Paragraph 3.a.
- m. If an Online Course for which a Member was the Course Author does not undergo a Major Revision within five (5) Academic Years from the Academic Year in which the Course Development was completed the Course Authorship Agreement will terminate, and such termination will include the termination of the license referenced in Paragraph 3.d.
- n. If an Online Course for which a Member was the Course Reviser does not undergo a subsequent Major Revision within five (5) Academic Years from the Academic Year in which the Major Revision was completed the Course Reviser Agreement will terminate, and such termination will include the termination of the license referenced in Paragraph 3.d.
- o. By mutual agreement of the parties to an Agreement, such Agreement may terminate at any time and such termination will include the termination of the license referenced in Paragraph 3.d.
- p. At any time following seven (7) Academic Years from the Academic Year in which: i.a Course Author completed a Course Development; or ii.a Course Reviser completed a Major Revision; other than when students have registered for an offering of the course or when the course is being delivered, i.The Course Author referenced in 3.p.i; or ii.The Course Reviser referenced in 3.p.ii may terminate his/her Agreement with the University and such termination will include the termination of his/her license referenced in Paragraph 3.d.
- q. Where the University holds more than one license pertaining to the Intellectual Property contained within a course, the termination of one such license in accordance with either 3.m, 3.n, 3.o or 3.p of this Appendix shall not preclude the University from continuing to exercise its right to use other Intellectual Property contained within the course as licensed to the University in accordance with Paragraph 3.e of this Appendix.

r. The stages of Course Development or Major Revision and the related pay schedule shall be followed.

s. The Course Author shall be identified clearly as such on the Online Course web page and course syllabus. When an Online Course is subject to a Major Revision, the Course Reviser shall also be identified clearly as such on the Online Course web page and course syllabus. Notwithstanding the above, if the current Instructor teaching an Online Course is not the Course Author or Course Reviser but has made revisions to the Online Course, he/she may request that a notice be placed on the course web page to that effect. The Online Course web page shall carry the date of the initial development and of any Major Revision of the course. Queen's University shall be clearly identified on the Online Course web page as holding a license for the use of the Course Author's Intellectual Property, and where applicable, the Course Reviser's Intellectual Property.

4. Course Delivery

- a. Subject to Paragraph 4.e, a Member who is a Course Author of an Online Course for which the University has a license shall be offered an assignment to teach that course the first time that it is offered. If such a teaching assignment is accepted, all modifications to the course made during the first offering shall be deemed to be incorporated into the original Course Authorship Agreement.
- b. If the Member who is the Course Author or Course Reviser of an Online Course declines the offer to teach the Online Course, the Unit will assign an appropriate Instructor to deliver the first offering with minimal modifications to the Online Course.
- c. Any Member assigned to teach an Online Course in accordance with this Appendix shall receive access to training and assistance in the technical and pedagogical aspects of the teaching and delivery of an online course.
- d. A Member instructing an Online Course shall receive a level of teaching assistant support that is commensurate to that available for a Member instructing the same course in another format, with due regard to any differing levels of teaching assistant support that may be appropriate as a function of the course delivery format.
- e. As per Paragraph 3.a, it is contemplated that Course Development or Major Revision work may be undertaken by more than one Member. In such a circumstance, the Unit will assign an appropriate Instructor(s) from among such Members to deliver the first offering of the course. If any such Member declines the offer to teach the Online Course, the Unit may assign an appropriate Instructor(s).
- f. It is contemplated that Course Delivery work with respect to an Online Course may be undertaken by more than one Member.

5. Table A-Base Stipends per half (0.5) credit course equivalent for Members performing work as part of an Agreement in accordance with Paragraph 3 of this Appendix shall be as set out in Table A (below):

Agreement for:	2019-20	2020-21	2021-22
Course Development	\$4,999 \$4,893	\$5,079 \$4,954	\$5,176 \$5,028
Major Revision	\$2,500 \$2,447	\$2,540 \$2,478	\$2,588 \$2,515
Course Delivery	\$8,070 \$7,899	\$8,199 \$7,998	\$8,355 \$8,118

Subject to the following, Members will be paid a stipend as per Table A, above:

- a. pay in lieu of benefits, where applicable, shall be calculated as per Article 42.4.2.3;
 - b. the supplement for teaching experience, where applicable, shall be calculated as per Article 42.4.2.1; and
 - c. the supplement for large classes, where applicable, shall be calculated as per Article 42.4.2.2.
- d. All other aspects of Article 42 shall apply where and as applicable. If the work of Course

Development/Major Revision/Course Delivery with respect to an Online Course is undertaken by more than one (1) Member, the stipend payable to each Member will be no less than the pro-rated value of the Base Stipend according to the level of responsibility assumed by that Member.

SCHEDULE C COURSE AUTHORSHIP AGREEMENT

_____ Collective Agreement (Faculty, Librarians and Archivists) Between Queen's University Faculty Association (QUFA) and Queen's University at Kingston (August 21, 2015 - April 30, 2019) 293
Course Authorship Agreement

Contract Number: XXXS

This Agreement made [date] between:

Queen's University

And

[Name]

It is agreed between the Parties that [Name] shall develop [Course XXX] for online delivery. It is expected that such development will commence on [Date] and shall be completed by [Date]. Pursuant to Appendix S of the Collective Agreement between Queen's University and the Queen's University Faculty Association ("QUFA") it is understood that:

1. [Name] will have the following responsibilities:

(a) Administrative service responsibilities

- Completing a course plan that identifies general course objectives/expectations, methods of assessment, mark breakdown, course resources and details of the components of each section/unit of the course including section/unit objectives.
- Completing a curriculum submission, if required;
- Completing a template document for the course syllabus;
- Identifying the necessity for and, when necessary, assisting in obtaining permission for the use of Intellectual Property for the course;
- Participating in testing online course components prior to the start of the course; and
- Meeting project timelines which will include the completion of the course development by [Date].

(b) Academic responsibilities

- Providing subject expertise and ensuring the course reflects the highest levels of scholarship in the discipline and subject area;
- Adopting evidence-based practices for effective online teaching in the design of the course;
- Determining the type of activities and interactive components

Identifying and establishing achievable, measurable, and pedagogically sound learning outcomes and unit and lesson objectives;

- Developing appropriate assessments to measure learning and preparing multiple versions of each assessment activity, so that each time the course is offered, it will be possible to combine different assessment activities to maintain academic integrity;
- Preparing and reviewing drafts of course materials and recommending other resources for reference;
- Ensuring that the course content is accurate and has an appropriate level of rigour;
- Identifying and/or developing appropriate lesson study materials including:

- o Required and recommended reading materials
 - o Concept expansion materials (text-based, graphic, and/or multi-media)
 - o Student interactions (e.g. discussion groups; small study groups)
 - o Self-check activities
 - o Synchronous learning activities
 - o Assignment questions
 - o Rubrics and answer keys
 - ☑ Identifying any additional instructional resource materials and consulting with the University Copyright Advisory Office and the Instructional Design Team on licensing agreements and clearance for use online; and
 - ☑ In collaboration with the Instructional Design Team, reviewing the course after its first offering, identifying any changes and making revisions as needed before the next offering of the course.
2. Queen's University shall provide [Name] with a dedicated Instructional Design Team whose roles and responsibilities in the development of this course are appended to this Agreement.
 3. [Name] shall grant the University an irrevocable, non-exclusive, non-transferable (other than to other post-secondary educational institutions under a reciprocal arrangement), non-royalty bearing license to use his/her Intellectual Property created and/or provided under this Agreement for the purpose of teaching students enrolled in a Queen's University course for which the Intellectual Property was created and/or provided including where there are modifications, updates and changes to the course. Any use of Intellectual Property created and/or provided under this Agreement that is not included in the license is prohibited without the consent of [Name].
 4. The license referenced at Paragraph 3 shall give the University the right to:
 - (a) place any Intellectual Property of [Name] into another medium or format as appropriate for course delivery;
 - (b) transfer all Intellectual Property into a current or any successor learning management system or delivery medium;
 - (c) modify and update the Online Course, or part(s) thereof, in collaboration with the applicable Unit, including modifications and updates resulting from a Major Revision and modifications to course titles, course descriptions, and course numbers to reflect current calendar copy; and
 - (d) continue to use the Member's Intellectual Property notwithstanding any change to course titles, course descriptions and/or course numbers to reflect current calendar copy.
 5. [Name] shall own the Intellectual Property that he/she creates and/or provides and shall retain copyright in that Intellectual Property. The University shall own the Intellectual Property that it creates or provides or that is assigned to it from third parties and shall retain copyright in that Intellectual Property.
 6. If an Online Course for which [Name] was the Course Author does not undergo a Major Revision within five (5) Academic Years from the Academic Year in which the Course Development was completed, this Agreement will terminate, and such termination will include the termination of the license referenced in Paragraphs 3 and 4 of this Agreement.
 7. By mutual agreement of the Parties, this Agreement may terminate at any time and such termination will include the termination of the license referenced in Paragraphs 3 and 4 of this Agreement.
 8. At any time following seven (7) Academic Years from the Academic Year in which [Name] completes the development of [Course XXX], other than when students have registered for an offering of the

course or when the course is being delivered, [Name] may terminate this Agreement with the University and such termination will include the termination of the license referenced in Paragraphs 3 and 4 of this Agreement.

9. [NAME] shall be identified clearly as the Course Author of [Course XXX] on the course web page and course syllabus. The Online Course web page shall carry the date of the initial development of the course. Queen's University shall be clearly identified on the Online Course web page as holding a license for the use of [Name]'s Intellectual Property.

MEMORIAL

COMMISSIONED WORKS

28.08 When the University specifically commissions the preparation of a particular work by an ASM [Academic Staff Member], the University shall only do so in writing at the time of the commissioning, and, the following conditions shall apply:

(a) If the work commissioned is not intended for use in a degree, diploma or certificate credit course or program, copyright shall be vested in the University on terms negotiated between the ASM and the University. The ASM shall retain the right to use the work or any part(s) thereof in academic dissemination, or for teaching.

(b) If the work commissioned is intended for use in a degree, diploma or certificate credit course, at the time

the commission is made, the ASM, who is the creator, and the University, may negotiate specific conditions which provide the University with a royalty-free license to use the material within the University for a fixed period of three (3) to five (5) years. Any sales of the work outside the University shall be subject to a royalty distribution agreement negotiated between the ASM and the University. Such license and agreement shall not prevent the ASM from using all or part of the work in academic dissemination. Upon request, the Association shall be provided with a copy of the final terms of the license and royalty distribution agreement negotiated with the ASM.

28.09 When a royalty-free license granted pursuant to Clause 28.08(b) expires, the license may be renewed, subject

to negotiation between the creator and the University, for periods each of which is not to exceed three (3) years.

28.10 When, during the royalty-free period, either the University or the ASM wishes that the work be revised or

replaced, by mutual consent of the University and the ASM, the University may commission the ASM to revise

or replace the work. The revision or replacement work shall be subject to Clause 28.08(b).

28.11 When a royalty-free license granted pursuant to Clause 28.08(b) expires, and the University wishes the work

to be revised or replaced, its creator shall be offered a commission to revise or replace the work. The revision

or replacement work shall be subject to Clause 28.08(b). If the creator does not agree to revise or replace the

work, the University may commission another ASM(s) in the creator's Academic Unit, qualified to do the work, to revise or replace the work. Where no ASM qualified to do the work is identified in the creator's Academic Unit, the University shall issue a call for expression of interest, via electronic mail, to ASMs in all

other Academic Units. Where no ASM qualified to do the work is identified, the University may commission

another individual who is not an ASM to revise or replace the work. In the case of a revised work, copyright

shall be held by the original creator and the ASM(s) responsible for the revision, except where the original

creator chooses to relinquish their copyright to the revised work. Any sales of the revised work outside the

University shall be subject to a royalty distribution agreement among the ASM(s), any person(s) responsible

for the revision, and the University, with the ASM creators' division of royalties being proportionate to their contribution to the revised work. Such an agreement shall not prevent the ASM(s) from using all or part of the original work in an academic publication, and shall not prevent the ASM(s) from using all or part of the revised work in an academic publication subject to agreement by others involved in the revision.

MORAL RIGHTS

28.12 ASMs shall retain moral rights to their Intellectual Property. An ASM may waive their moral rights in writing in favour of the University, or any other party.

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Limited University right to use IP in Works

14.2.3 Where an Author has copyright over Works created in the course of performing his/her regular University duties, the University has a non-exclusive, royalty-free, indivisible and non-transferable right to use such Intellectual Property for archival and internal non-commercial, administrative, educational and/or research purposes for eighteen (18) months commencing the date the University gives the Author notice (except in sub-section 14.2.3(c) below) that it is exercising its right as described herein or such longer period as agreed to by the Author. This use:

- (a) Does not imply a right to transfer, licence, or Commercialize such Works, but the University has the right to use such Works for internal educational purposes;
- (b) Does not extend to lectures, course notes, laboratory notes, or laboratory manuals, regardless of format or method of delivery, individual course websites created by a Member, examinations created by a Member, and other Works prepared by a Member and intended for use only by the students registered in the Member's course except that:
 - (i) In multi-section courses or laboratories where more than one Member created the Work, or the Work was created for more than one section of a multi-section course, and due to exigent circumstances arising from the Member's inability to deliver the entire course, the University may continue to use the Work in the Member's faculty or school for the balance of the academic year, and a maximum of one further academic year;
- (c) Does not apply to Works in progress (which includes drafts and preliminary versions and other forms of creative activity that have not been accepted for publication), except that nothing in this sub-section shall affect or diminish the provisions of sub-section 14.2.3(b)(i);
- (d) Is subject to the Copyright requirements of academic journals and other vehicles of scholarly dissemination and the University shall not interfere with the Member's right to enter into an agreement to publish or otherwise disseminate such Works.

Rights retained by the Author

14.2.4 Where the University owns Copyright in the Work, the Author shall retain:

- (a) The right of first refusal to revise, rework or otherwise edit or amend the Work when reasonably necessary as determined by the University. The Author may, on his/her own initiative, request the opportunity to revise the Work;
- (b) The right to be identified with the Work unless the Author, at his/her sole discretion elects, in writing, not to be identified with the Work;
- (c) The right to use any course material in his/her teaching and research at this or another University, or educational institution, provided that the Author does not transfer, licence, or sell such course material without the prior written consent of the University;
- (d) The right of first refusal to teach courses based on the Work, subject to satisfactory performance.

No obligation to Commercialize

14.2.5 The Author has no obligation to commercialize a scholarly work or to provide commercial justification for it.

No obligation to disclose intention

14.2.6 The Author is not required to disclose to the University his/her intention to publish or otherwise disseminate a Work owned by the Author.

Revenue from Commercialization of Works

14.2.7 Subject to 14.2.1(d) and 14.2.2, the University shall not be entitled to revenue earned from Commercialization of a Work owned by the Author.

Moral rights

14.2.8 The University shall endeavour to protect the Member's moral rights and shall not enter into any agreement with a third party waiving the moral rights of a Member without advising the Member of his/her right to consult with the Association prior to the Member executing any agreement and obtaining the Member's written consent.

Right to consult with the Association

14.2.9 Prior to signing an agreement with the Author to waive the Author's right, title or interest to Work, the University shall advise the Author of his/her right to consult with the Association. When the University has entered into such an agreement with the Author, it shall inform the Association of the date of the agreement and the name of the Author.

Right to publish without undue delay

14.2.10 The University shall not impose conditions without just cause on an Author that restrict the rights of an Author to publish the results of his/her research without undue delay, except with the Author's consent.

Works created outside regular University duties

14.2.11

14.3

The provisions of this Article do not apply to Works created outside regular University duties without making use of University Resources. Copyright to such Works belongs unconditionally to the Author.

Other Intellectual Property

Joint ownership; exceptions

14.3.1 The University and Creator shall jointly own Other Intellectual Property created during the course of regular University duties and/or using University Resources subject to the following exceptions:

- (a) The University or a third party may own or have a licence to use Other Intellectual Property created pursuant to a written agreement with a third party, provided that the University advises the Creator of his/her right to consult with the Association prior to the Creator's execution of a written agreement and obtains the Creator's written consent;
- (b) The Creator may voluntarily assign or licence his/her interest in Other Intellectual Property to the University, provided that the University advises the Creator of his/her right to consult with the Association prior to the execution of the assignment or licence. No such assignment or licence shall diminish the Creator's right to revenue sharing under this Article;

(c) Where the use of University services as defined in 14.1.9 did not have a significant effect on the creation of Other Intellectual Property, the use of such services shall not be taken into account in determining ownership of the Other Intellectual Property.

No obligation to Commercialize Other IP

14.3.2 Neither the Creator nor the University shall have an obligation to Commercialize Other Intellectual Property. Creators have no obligation to modify research to enhance the potential for Commercialization.

Commercialization independently of the University

14.3.3 Creators may Commercialize Other Intellectual Property jointly owned with the University independently of the University, subject to any rights granted to a third party pursuant to a written agreement consented to by the Creator and/or the right of the University and the Creator to revenue sharing and cost recovery pursuant to this Article.

Disclosure of intent to Commercialize

14.3.4 Creators must disclose to the University their intention to Commercialize Other Intellectual Property, whether or not they choose to involve the University in the Commercialization process. The University agrees to keep all such information confidential and not to disclose such information externally, except with the prior written consent of the Creator.

Agreements to Commercialize

14.3.5 The University and Creator may enter into a written agreement to pursue Commercialization of Other Intellectual Property. All such agreements are subject to the provisions of this Article. The University shall advise the Association in writing of the date of the agreement and the name of the Member.

Consultation and notice

14.3.6 The University shall consult with the Creator throughout the Commercialization process and, in addition, shall not sign a Commercialization agreement of any kind with a third party without prior notice to the Creator.

Limited University licence

14.3.7 Creators hereby grant to the University solely for its internal, non-commercial use, a non-exclusive, royalty-free, irrevocable, indivisible, and non-transferable right to any patented device, equipment, improvement, design, development or process arising from Other Intellectual Property. This use does not imply a right to transfer, licence or commercialize such Other Intellectual Property in any manner except as otherwise explicitly provided in this Article.

Right to consult with the Association

14.3.8 Prior to signing an agreement with the Creator to waive the Creator's right, title or interest to Other Intellectual Property, the University shall advise the Creator of his/her right to consult with the Association. When the University has entered into such an agreement with the Creator, it shall inform the Association of the date of the agreement and the name of the Creator.

Revenue sharing

Note: See 14.1. 5 and 14.1. 7 for definitions of "Direct Costs" and "Net Revenue"

14.3.9 Subject to 14.3.11 and 14.3.12, Net Revenue earned from Commercialization of

Other Intellectual Property shall be shared between the Creator and University as follows:

(a) Fifty (50%) percent to the Creator; and (b) Fifty (50%) percent to the University; whether or not the University services are used to Commercialize the Other Intellectual Property. Where there is more than one Creator, the University's share of the Net Revenue shall remain fifty (50%) percent. Where there is a written agreement between the Creators which provides for a different distribution of their share of Net Revenue, the Creators shall provide the University with a copy of said written agreement.

Costs where University Commercializes

14.3.10 Where the University Commercializes Other Intellectual Property, it shall assume responsibility for the costs of pursuing the Commercialization of the Other Intellectual Property.

Revenue shares upon termination

14.3.11 Where the University advises the Creator in writing that it no longer desires to pursue Commercialization; any agreement between the University and Creator pursuant to 14.3 .5 shall be terminated. The Creator is free to pursue Commercialization of the Other Intellectual Property on his/her own. In such case, the University and Creator shall share the Net Revenue earned from Commercialization of the Other Intellectual Property as follows:

(a) Two-thirds (2/3) to the Creator; and (b) One-third (1/3) to the University.

Cost recovery and revenue sharing upon abandonment

14.3.12 Where the University has abandoned Commercialization of the Other Intellectual Property for a continuous period of at least two (2) years, the University shall, upon written request from the Creator, terminate any agreement pursuant to 14.3.5 (including any assignment of the Other Intellectual Property), and the Creator is free to pursue Commercialization of the Other Intellectual Property on his/her own, subject to the recovery of Direct Costs by the University from Net Revenue. In such case, the University and Creator shall share the Net Revenue earned from Commercialization of the Other Intellectual Property as follows:

(a) Two-thirds (2/3) to the Creator; and (b) One-third (1/3) to the University.

Other IP which is not governed by this Article

Except for 14.3.4 (Disclosure), the provisions of this Article do not apply to Other Intellectual Property created outside regular University duties without making use of University Resources. Where the use of University services as defined in 14.1.9 did not have a significant effect on the creation of Other Intellectual Property, the use of such services shall not be taken into account.

Disputes

Disputes regarding the interpretation, application and /or violation of the provisions in this Article shall be processed through the Article 32 Grievance Procedure as a grievance starting at Stage 3 in accordance with the provisions of Clause 32.3.3.3.

Estate

Where a Member or former Member has Intellectual Property rights pursuant to this Article, the rights of the Member, upon his/her death, shall be governed by the applicable legislation.

Headings

Headings and sub-headings in this Article are included for ease of reference and are not substantive provisions, nor are they to be considered for interpretive purposes.