AA 33  Licensing of Teaching Materials

Classification: Academic Affairs

Responsible Authority: Dean, Academic Development

Executive Sponsor: Vice President, Academic
Vice President, Business Development

Approval Authority: President’s Executive Committee

Date First Approved: 1988.11.02
Date Last Reviewed: 2011.11.23
Mandatory Review Date: 2016.11.23

PURPOSE
To provide a process for the licensing of teaching materials to other publicly funded colleges.

SCOPE
All teaching materials licensed by the College.

DEFINITIONS

<table>
<thead>
<tr>
<th>Word/Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Administrator</td>
<td>Program chair, Course chair, Academic Manager or Dean</td>
</tr>
<tr>
<td>Curriculum Documents</td>
<td>Program description, program outcomes, program of study and course outlines.</td>
</tr>
<tr>
<td>Detailed Curriculum</td>
<td>Program curriculum that may include program proposals, student assessment tools, program profiles, school policies, and program-developed audiovisual material.</td>
</tr>
<tr>
<td>Fee</td>
<td>One time fee payable for the non-exclusive license of the program.</td>
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POLICY
1. The College believes that the sharing of teaching materials among educational institutions is desirable as it enhances the reputation of the College.
2. Normally revenues generated from the licensing of teaching materials are to exceed the costs associated with the license.

3. Curriculum documents such as the program description, program outcomes, programs of study, and course outlines will be shared free of charge upon request to other publicly funded Ontario colleges. Requests from other Canadian colleges will be assessed on a case by case basis. A written Curriculum Documents License Agreement (Appendix 1) specifying terms and conditions will accompany the release, which is overseen by the Dean, Academic Development.

4. Materials printed by the College’s Print Shop, such as laboratory manuals, workbooks, program and course guidelines, will be sold through the Bookstore. Those requesting these documents should be referred directly to the Bookstore, and served according to Bookstore Policy.

5. Program proposals, student assessment tools, program profiles, school policies, core lesson plans, program-developed audiovisual material may all be licensed on a cost recovery basis when the authoring department is ready for external release. Departments will establish a fee for all such documents based on a cost recovery process. Terms and conditions surrounding external release will be specified in writing to the purchaser in the Detailed Curriculum License Agreement. (Appendix 2)

6. Persons wishing to obtain a total program package license are encouraged to visit the College to discuss the program, its learning materials, and to visit the facilities required to support the program.

7. At the discretion of the Vice Presidents or their designates, alternative curriculum licensing arrangements other than those described in this policy may be undertaken.

**PROCEDURE**

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsibility</th>
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<tbody>
<tr>
<td>1. Consult with the Dean when a request has been received for the licensing of teaching materials.</td>
<td>Academic Administrator</td>
</tr>
<tr>
<td>2. Obtain a written agreement specifying the terms and conditions of the licensing of the teaching materials.</td>
<td>Academic Administrator in consultation with the Dean, Academic Development</td>
</tr>
<tr>
<td>3. Release the teaching materials as agreed.</td>
<td>Academic Administrator</td>
</tr>
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</table>

**SUPPORTING DOCUMENTATION**

Appendix 1: Curriculum Documents License Agreement
Appendix 2: Detailed Curriculum License Agreement

**RELATED POLICIES**

None
RELATED MATERIALS
None
CURRICULUM DOCUMENTS

License Agreement between

The Algonquin College of Applied Arts and Technology

And

(Agency Full Name)
THIS LICENSE AGREEMENT made as of _____________________ (the “Effective Date”) 

BETWEEN

THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY, a corporation governed by the laws of Ontario, (herein referred to as “Algonquin”)

AND

____________________________________ a body incorporated under the laws of (Agency Full Name) 

the Province of _____________, Canada (herein referred to as "Licensee").

WHEREAS:

A. Algonquin has developed and owns the copyright to a program / curriculum more specifically described as " ____________________________ " (hereinafter the “Program”). (Program Name)

B. Licensee desires to obtain a license to the Curriculum Documents pertaining to the Program in order to provide educational services to its students.

THEREFORE, the Parties agree as follows:

1. DEFINITIONS:

“This Agreement” means this license agreement and its appendices including any amendments thereto.

"Curriculum Documents" means the Program description, Program outcomes, Program of study, and the course outlines for the Program.

“Fee” means the one time fee payable for the non-exclusive license of the Program.

“Ministry” means the Ministry of Training, Colleges and Universities.

“Term” shall have the meaning ascribed thereto in section 3.1

“Territory” means in the Province of ________________ or for the purpose of this agreement means _____________________.
2. LICENSE

2.1. Licensee accepts from Algonquin, upon the terms and conditions set forth in this Agreement, a royalty-free, non-transferable and non-exclusive license to use the Curriculum Documents to provide educational services to Licensee's students which are located primarily in the Territory.

2.2. Licensee shall not have the right to sub-license the Curriculum Documents unless it obtains the prior written consent of Algonquin. It is understood that Algonquin may from time to time revise the Curriculum Documents but has no obligation to do so.

2.3. It is understood and agreed by the Parties that Algonquin retains all rights including copyright and all moral rights to the Curriculum Documents, and may continue to use the Curriculum Documents and administer the Program to Algonquin's students, and to grant further licenses for use of these materials to other licensees or sell the Curriculum Documents in its sole discretion.

3. TERM

3.1. The term of this License shall be for a period of five years from the Effective Date.

4. RIGHTS AND OBLIGATIONS

4.1. This license entitles Licensee to:

a) receive one English copy of the Curriculum Documents in electronic form; and
b) modify and update the Curriculum Documents ("Curriculum Updates") as required to meet the needs of Licensee's students.

4.2 In all reproductions of the Curriculum Documents, Licensee agrees to include a reference to the ownership of the copyright by Algonquin in the following terms, or in another form which is substantially similar:

"The original Curriculum Documents were developed by the Algonquin College of Applied Arts and Technology"

4.3 Should the Licensee receive inquiries from other colleges potentially interested in licensing the Curriculum Documents, Licensee agrees that such inquiries shall be referred to Algonquin.

5. PROTECTION OF PROGRAM

5.1. Licensee agrees not to provide or otherwise make available the Curriculum Documents in any form to any person other than Licensee employees and students, without the written consent of Algonquin. Licensee agrees that it will take appropriate action by written instructions to its employees and students to satisfy its obligations under this Agreement with respect to the use, copying and modification of the Curriculum Documents.
6. INTELLECTUAL PROPERTY

6.1. Licensee acknowledges that any and all of the patent, copyright, trademark, trade secrets and intellectual property rights subsisting in or used in connection with the Curriculum Documents are and shall remain the sole property of Algonquin.

7. TERMINATION

7.1. The parties are desirous that any and all disputes, controversies or claims arising out of or in connection with the performance of this Agreement be resolved expeditiously and fairly. Notwithstanding anything expressed or implied in this Agreement, the non-performance of any obligation of Licensee hereunder shall be deemed a default or failure to comply with the terms of this Agreement. Unless the default shall have been cured within 15 days after written notice to Licensee of the default, Algonquin shall have the right to terminate the Agreement without further notice.

7.2. Upon notification of termination of this Agreement, Licensee shall cease to use the Curriculum Documents and shall at its own expense destroy all copies, in whole or in part in any form, including partial copies of the Curriculum Documents and certify to Algonquin, in writing, that Licensee has ceased to use the Curriculum Documents and that all copies of the Curriculum Documents have been destroyed.

8. INDEMNITY

8.1. Licensee shall indemnify and hold Algonquin, its affiliates and their respective directors, officers, employees and agents harmless from and against any and all costs, expenses, losses, damages, suits, claims, demands, actions, judgements, proceedings, causes of actions or liabilities arising directly or indirectly from the use of the Curriculum Documents by Licensee.

9. INTERPRETATION

9.1. The headings in this Agreement are for convenience only and do not form a part of this Agreement. These headings are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any of its provisions.

9.2. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreement, understandings, negotiations and discussions, whether oral or written, of the parties hereto, and there are no warranties, representations or other agreements between the parties hereto in connection with the subject matter hereof except a specifically set forth herein and therein. No supplement, modifications or amendments of this Agreement shall be binding unless executed in writing by both parties. No
waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9.3. In the event that any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity of unenforceability shall attach only to such provision or part thereof and the remaining terms and provisions of this Agreement remain in full force and effect.

9.4. A reference to a Section or subsection or clause, is to the specified Section or subsection or clause of this agreement, unless otherwise expressly stated or the context otherwise requires.

9.5. A reference to a statute is to that statute and regulations made thereunder as such statute and regulations made thereunder may at any time be amended and in effect, and to any statute or regulations thereunder that may be passed and have the effect of supplementing or superseding such statute or its regulations.

9.6. Nothing in this Agreement shall be deemed to create a partnership, joint venture, agency relationship, or formal business entity of any kind beyond what is set forth herein, and the rights and obligations of the parties shall be as independent business entities.

9.7. Neither party shall disclose the terms of this Agreement, or give any news release, or advertisement naming the other, without the prior written consent of the other.

9.8. Except as provided herein, neither this Agreement nor any of its rights or obligations is assignable by operation of law or otherwise without the written consent of the other party and any purported attempt to do so shall be deemed void.

9.9. This Agreement shall be governed by and interpreted according to the laws of the province of Ontario and the parties hereby attorn to the jurisdiction of the courts in the Province of Ontario.

9.10. Each party agrees that it has no power to obligate or bind the other for any costs or expenses without the prior written consent of that party.

9.11. Any notice, demand, request or other instrument required or permitted to be given under this Agreement shall be sufficiently given in writing and if delivered in person, e-mailed, transmitted by facsimile machine or by registered mail, addressed to:

    Algonquin at:

    (Insert College Contact and address)

    and to Licensee at:

    (Agency Full Name)
In Witness Whereof the Parties have duly executed this Agreement.

THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY

By: __________________________________________
(Signature)

Name: __________________________, Dean

(Department)

Date: ____________________________________________________________________

By: __________________________________________
(Signature)

Name: __________________________, Duane McNair, Vice-President

Administration

Date: ____________________________________________________________________

(Agency Full Name)

By: __________________________________________
(Signature)

Name: __________________________

Date: ____________________________________________________________________
DETAILED CURRICULUM

License Agreement between

The Algonquin College of Applied Arts and Technology

And

___________________________
(Agency Full Name)
THIS LICENSE AGREEMENT made as of ______________________ (the “Effective Date”) 

BETWEEN

THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY, a corporation governed by the laws of Ontario, (herein referred to as “Algonquin”) 

AND

____________________________ a body incorporated under the laws of __________________________ (Agency Full Name)

the Province of __________________, Canada (herein referred to as “Licensee”).

WHEREAS:

A. Algonquin has developed and owns the copyright to a program / curriculum more specifically described as “_________________________________________________________________”. (Program Name)

B. Licensee desires to obtain a license to the Program in order to provide educational services to its students.

THEREFORE, the Parties agree as follows:

1. DEFINITIONS:

“This Agreement” means this license agreement and its appendices including any amendments thereto.

“Program” means the detailed program / curriculum” as developed by Algonquin which may include program proposals, student assessment tools, program profiles, school policies, core lesson plans and program-developed audiovisual material. For the purpose of this agreement this is defined as:__________________________________________________________________________

“Fee” means the one time fee payable for the non-exclusive license of the Program.

“Ministry” means the Ministry of Training, Colleges and Universities.

“Term” shall have the meaning ascribed thereto in section 3.1
“Territory” means in the Province of ________________, or for the purpose of this agreement means ________________________.

2. LICENSE

2.1. Licensee accepts from Algonquin, upon the terms and conditions set forth in this Agreement, a non-transferable and non-exclusive license to use the Program to provide educational services to Licensee’s students which are located primarily in the Territory.

2.2 Licensee shall not have the right to sub-license the Program unless it obtains the prior written consent of Algonquin. It is understood that Algonquin may from time to time revise the Program but has no obligation to revise the Program.

2.3. It is understood and agreed by the Parties that Algonquin retains all rights including copyright and all moral rights to the Program, and may continue to use the materials and administer the Program to Algonquin’s students, and to grant further licenses for use of these materials to other licensees or sell the Program in its sole discretion.

3. TERM

3.1. The term of this License shall be for a period of five years from the Effective Date.

4. RIGHTS AND OBLIGATIONS

4.1. This license entitles Licensee to:

a) receive one English copy of the Program in electronic form; and
b) modify and update the Program (“Program Updates”) as required to meet the needs of Licensee’s students.

4.2. In all reproductions of the Program, Licensee agrees to include a reference to the ownership of the copyright in the Program by Algonquin in the following terms, or in another form which is substantially similar:

“Original Program developed by the Algonquin College of Applied Arts and Technology”

4.3 Should the Licensee receive inquiries from other colleges potentially interested in licensing the Program, Licensee agrees that such inquiries shall be referred to Algonquin.

5. FEE

5.1. The Fee for the Program is: ________________________ plus applicable taxes. The Fee is due and payable on or before _________________.

__________ (Date)

6. PROTECTION OF PROGRAM
6.1. Licensee agrees not to provide or otherwise make available the Program in any form to any person other than Licensee employees and students, without the written consent of Algonquin. Licensee agrees that it will take appropriate action by written instructions to its employees and students to satisfy its obligations under this Agreement with respect to the use, copying and modification of the Program.

7. INTELLECTUAL PROPERTY

7.1. Licensee acknowledges that any and all of the patent, copyright, trademark, trade secrets and intellectual property rights subsisting in or used in connection with the Program are and shall remain the sole property of Algonquin.

8. TERMINATION

8.1. The parties are desirous that any and all disputes, controversies or claims arising out of or in connection with the performance of this Agreement be resolved expeditiously and fairly. Notwithstanding anything expressed or implied in this Agreement, the non-payment or non-performance of any obligation of Licensee hereunder shall be deemed a default or failure to comply with the terms of this Agreement. Unless the default shall have been cured within 15 days after written notice to Licensee of the default, Algonquin shall have the right to terminate the Agreement without further notice.

8.2. Upon notification of termination of this Agreement, Licensee shall cease to use the Program and shall at its own expense destroy all copies, in whole or in part in any form, including partial copies of the Program and certify to Algonquin, in writing, that Licensee has ceased to use the Program and that all copies of the Program have been destroyed.

9. INDEMNITY

9.1. Licensee shall indemnify and hold Algonquin, its affiliates and their respective directors, officers, employees and agents harmless from and against any and all costs, expenses, losses, damages, suits, claims, demands, actions, judgements, proceedings, causes of actions or liabilities arising directly or indirectly from the use of the Program by Licensee.

10. INTERPRETATION

10.1. The headings in this Agreement are for convenience only and do not form a part of this Agreement. These headings are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any of its provisions.

10.2. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreement, understandings, negotiations and discussions, whether oral or written, of the parties hereto, and there are no warranties,
representations or other agreements between the parties hereto in connection with the subject matter hereof except a specifically set forth herein and therein. No supplement, modifications or amendments of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

10.3. In the event that any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity of unenforceability shall attach only to such provision or part thereof and the remaining terms and provisions of this Agreement remain in full force and effect.

10.4. A reference to a Section or subsection or clause, is to the specified Section or subsection or clause of this agreement, unless otherwise expressly stated or the context otherwise requires.

10.5. A reference to a statute is to that statute and regulations made thereunder as such statute and regulations made thereunder may at any time be amended and in effect, and to any statute or regulations thereunder that may be passed and have the effect of supplementing or superseding such statute or its regulations.

10.6. Nothing in this Agreement shall be deemed to create a partnership, joint venture, agency relationship, or formal business entity of any kind beyond what is set forth herein, and the rights and obligations of the parties shall be as independent business entities.

10.7. Neither party shall disclose the terms of this Agreement, or give any news release, or advertisement naming the other, without the prior written consent of the other.

10.8. Except as provided herein, neither this Agreement nor any of its rights or obligations is assignable by operation of law or otherwise without the written consent of the other party and any purported attempt to do so shall be deemed void.

10.9. This Agreement shall be governed by and interpreted according to the laws of the province of Ontario and the parties hereby attorn to the jurisdiction of the courts in the Province of Ontario.

10.10. Each party agrees that it has no power to obligate or bind the other for any costs or expenses without the prior written consent of that party.

10.11. All fees in this Agreement are stated in and are to be paid in Canadian currency.

10.12. Any notice, demand, request or other instrument required or permitted to be given under this Agreement shall be sufficiently given in writing and if delivered in person, e-mailed, transmitted by facsimile machine or by registered mail, addressed to:

Algonquin at:

(Insert College Contact and address)
and to Licensee at:

(Agency Full Name)

____________________________________
____________________________________
____________________________________

In Witness Whereof the Parties have duly executed this Agreement.

THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY

By: 
(Signature)

Name: ____________________, Dean
(Department)

Date: 

By: 
(Signature)

Name: ____________________, Duane McNair, Vice-President
Administration

Date: 

(Agency Full Name)

By: 
(Signature)

Name: ____________________