Agreement - Online Course Coordinator

Ref:

DATED       202

[Name of Online Course Director / Coordinator]

as Course Coordinator

- and -

[Name of Unit/Dept at HKU]

as University

AGREEMENT

FOR ONLINE COURSE COORDINATOR

AGREEMENT FOR ONLINE COURSE COORDINATOR

[Name of COORDINATOR]

[Address/Unit/Dept] (“You” or “Course Coordinator”)

In consideration for the mutual promises contained in this document, the parties agree as follows:

1. This document, when signed by the parties, will constitute the agreement between You and [Unit/Dept at HKU] (the “University”), regarding [Enter description of Online Course Contents i.e. talking head footages/voice over audio & scripts, screen casts, audiovisual contents, interviews, course syllabus, T&L activities, use cases, and assessment, etc.] (the “Course Contents”) being prepared by You, which will be included in the work entitled [Title of Online Course] (the “Online Course”), which is to be published by the University for online distribution.

2. You agree to prepare the Course Contents to be included in the Online Course in accordance with the standard and requirement of courses on offer by the University.

3. The University shall have the right to rearrange, alter and modify the Online Course.

4. Upon the University’s E-learning Committee’s approval of Your Online Course proposal, you are granted a funding support by the University in supporting the development and launching the 1st course run of the Online Course. You hereby assign to the University your right, title and interest in and to the Online Course, including the right to reproduce, publish, distribute, publicly broadcast any Course Content that You develop, upload, share in the Online Course in whole or in part in any manner, channel or medium throughout the world, such as communicating or making available the Course Content through wire and wireless means, through open access formats and forums, to create derivative works or adaptations of the Online Course, to include the Course Contents in a collective work or the University database or performance, for the full term of copyright, including any renewals or extensions.

5. The University has the right to copyright the Work in the University’s sole name as the proprietor of a work made for hire and/or as the assignee of the entire copyright in the Work.

6. The University may in its sole discretion use the whole or part of the Online Course, with or without other artwork, graphic, audiovisual part, and may overlay other material if required.

7. You warrant that:

(a) You have the right, capacity and authority to enter into this Agreement and that the Course Coordinator will honour his/her obligations under this Agreement and that the rights granted by the Course Coordinator in this Agreement have not been licensed, assigned, pledged or otherwise encumbered;

(b) the Online Course is the Course Coordinator’s original work (or the original work of the commissioned parties as the case may be);

(c) the Course Contents by the Course Coordinator do not infringe any copyright or any other intellectual or industrial property, proprietary or personal right and use or other exploitation of the Course;

(d) the Course Contents by Third Parties to the Course Coordinator’s best knowledge do not infringe any copyright or any other intellectual or industrial property, proprietary or personal right and use or other exploitation of the Course;

(e) the Online Course contains no material that is defamatory, unlawful, illegal, obscene, or in violation of any right of privacy or publicity;

(f) all the statements in the Online Course purporting to be facts are true to the best of the Course Coordinator’s knowledge and belief;

(g) the use of Administrator Access of the Online Course platform is strictly for preparation/presentation/distribution/education research of Online Course Content and related non-commercial T&L activities and or in likely manner;

(h) the use and retention of Learners’ data of the Online Course platform are solely for related education research and course T&L activities and should make reference to the University’s Human Research Ethics Committee guidelines;

 (i) the Course Coordinator has entered into this Agreement and will fulfill all its obligations under this Agreement without being in breach of any other obligation, agreement or duty.

8. You shall not reproduce, publish, distribute or sell, or cause to be reproduced, published, distributed or sold, in any manner or form or medium, all or any part of the Online Course without the University’s prior written consent.

9. If the Online Course becomes the subject of a third party claim, such as a copyright infringement claim, and the University and the Course Coordinator shall notify the other immediately and work collaboratively to investigate and attempt to resolve the claim. By way of example, the parties shall make themselves available for information gathering, meetings, and preparation of responses. Course Coordinator shall assist in the revisions to material requested by the University. In the event of such third party claim, the University shall have the unilateral right to terminate further distribution of Course Contents or continuation or termination of the Online Course.

10. This Agreement constitutes the complete understanding between the parties and no modification or waiver of any provision shall be valid unless in writing and signed by all the parties. You acknowledge the University’s express right to assign this Agreement or the Online Course to any party whether by operation of law or otherwise.

11. This Agreement will be governed by and interpreted in accordance with the law of the Hong Kong Special Administrative Region ("Hong Kong SAR"). The Parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong SAR.

Please indicate Your understanding and acceptance of the above by signing and returning one copy of this document to me.

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[Unit/Dept at HKU]

Date :

Agreed:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Course Coordinator

[HKID / Passport] Number:

[HKU Staff] Number:

Date :