

AGREEMENT

THIS AGREEMENT, for redistribution of grant monies for the development of interactive, shareable H5P questions that support open textbooks in the BCcampus open textbook collection, is effective as of **July 13, 2020**.

BETWEEN:

SFU-BCcampus (referred to as “BCcampus”)
120-645 Fort St., Victoria, BC, V8W 1G2

AND:

Thompson Rivers University (TRU) – Open Learning (the “Supplier”)
805 TRU Way, Kamloops, BC, V2C 0C8

The parties agree as follows:

Expiry Date is December 31, 2020

BCcampus Representative is **Clint Lalonde**, Project Manager, Open Education; clalonde@bccampus.ca; 250-507-8481

Supplier Representative is **Brenna Clarke Gray**, Coordinator, Educational Technologies, TRU; bgray@tru.ca; 250-852-6434

No Subcontracting or Assignment without Consent

The Supplier shall not subcontract or assign the whole or any part of the Deliverables without the prior consent of BCcampus. If applicable, the Supplier is permitted to engage students enrolled at its institution and/or engage contract faculty to assist in completion of the Deliverables.

Payment

Payment will be made upon successful completion of Deliverables as per Schedule 1, and upon receipt of itemized invoices as per Schedule 2. Invoices should be sent to the BCcampus finance department at finance@bccampus.ca, with a copy to the BCcampus Representative. **Please include the reference number on all invoices.**

Note: Neither federal nor provincial taxes are applicable to the redistribution of grant monies.

The parties are signing this Agreement as of the effective date.

BCcampus

TRU – Open Learning

Name: Mary Burgess
Title: Executive Director

Name: Brian Lamb
Title: Director, Learning Technology & Innovation

Schedule 1

Deliverables

The Supplier will develop a series of H5P interactive questions that supports the Pressbooks open textbook, and deliver the following:

- An enhanced open textbook in Pressbooks with all H5P interactions integrated with the textbook.
- All H5P questions are pedagogically aligned with content in an existing open textbook.
- All questions must include correct licensing metadata elements, including name of author and Creative Commons licence type.
- Where applicable, questions should include constructive feedback and guidance for learners.
- All H5P interactions will be licensed with a Creative Commons license that allows the reuse and remixing of each element.
- All H5P elements created will be shared to the H5P open repository for reuse.

The Supplier will work closely with BCcampus staff to ensure that the project is on schedule, adheres to licensing agreements, and that the final product is a high-quality instructional resource available for use by educators in British Columbia and elsewhere.

Completed OER materials must include the original, editable files for re-distribution.

OER in the form of multimedia, such as videos, or audio, must be compliant with accessibility standards and include a transcript and, preferably, closed captioning.

OER in the form of written text must be copy edited and proofread to ensure grammatical and spelling accuracy, clarity, and consistency.

Future Distribution: BCcampus and the BC Ministry of Advanced Education, Skills & Training will be entitled to distribute the project deliverables under the most current version of the Creative Commons Attribution license.

Copyright and Licensing

New Creation – copyright with author(s)

The materials covered by this contract will be a newly created work, for which the copyright will be held by the author or in the case of a new creation that is collaboratively produced by more than one author the copyright will be jointly owned by all contributing authors. In both cases, the resulting content will be licensed for reuse with the most current version of the Creative Commons Attribution (CC BY) license. It is the intent of this contract, using grant funds from the Ministry of Advanced Education, Skills and Training through BCcampus, that the resulting materials be widely distributed as open educational resources (OER) with a CC BY license.

Use of Existing Content

Any existing content used in the development of the materials must have a Creative Commons License or be in the public domain. The use of the materials must comply with the original Creative Commons License attributed to the existing content, if applicable.

Schedule 2

RATES

The Rates set out below are in Canadian funds and represent the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes; (b) all labour, materials, equipment, tools, facilities, licenses, permits and approvals costs; (c) all travel and carriage costs; (d) all insurance costs; and (e) all other overhead including any fees or other charges required by law.

- The total amount of the agreement is not to exceed \$9507.00.
 - The first payment of \$5000.00 will be made on September 1, 2020, and
 - The final payment of \$4507.00 will be made upon completion and acceptance of all deliverables.
- The Supplier will provide a final report after completion of the deliverables; target date for completion of deliverables is November 30, 2020. A reporting template will be provided to the Supplier.

If the Supplier does not fulfill the terms of this agreement, BCcampus has the right to request a refund of some or all of the grant monies awarded.

Payment will only be made upon receipt of invoices. Invoices are to be made out to Simon Fraser University – BCcampus and must include the reference number. Taxes are not applicable.

As per above, invoices should be sent electronically to the BCcampus finance department at finance@bccampus.ca, with a copy to the BCcampus Representative: Clint Lalonde, clalonde@bccampus.ca.