



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**AGREEMENT FOR DEVELOPMENT OF EDUCATION COURSE MATERIAL IN ELECTRONIC FORM**

Indian Institute of Technology Roorkee

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ (month) in the year \_\_\_\_\_ (two thousand and \_\_\_\_\_) by and amongst

	Name	Role
1.	_____	Subject Matter Expert (SME)
2.	_____ and _____	
3.	_____	Instructional Design Expert (IDE)
4.	_____ and _____	
5.	_____	Software Design Expert (SDE)
6.	_____ and _____	
7.	_____	Others (Specify Details)
8.	_____ and _____	

9. Indian Institute of Technology, Roorkee (Institute)  
(Delete those are not applicable)  
in respect of the Instructional Material (IM) proposed to be developed by any Department / Centre of IIT Roorkee as described in Appendix – 1. All group members mentioned above excepting the Institute will jointly be referred to hereafter as “Contributors”. The contributors and the Institute agree that:

**i. Right of original manuscript & material (Works)**

All original Works submitted by the contributors for the purpose of IM development shall remain the property of the concerned contributor and shall be returned to them if so desired, within one month of completion of the project.



## ii. **Use of Copyright Protected / Unlawful Material**

With the exception of very limited use of copyright protected material (which constitute fair use) and which is duly acknowledged, the Works submitted by the contributors shall not contain any copyright protected material from any source without written permission of the right holder(s). It will be the responsibility of the contributors to obtain such written permission(s) and submit this along with the Works to the concerned Department / Centre of IIT Roorkee on or before the date specified by the Department / Centre. The contributor shall ensure that the Works supplied to the Department / Centre does not contain any scandalous, libellous or unlawful matter, which may result in unnecessary litigations. In case the works supplied is taken from one or more of the contributor's own published material, the concerned contributor shall ensure that the copyright of the source rests solely with the contributor or permission is obtained in writing from the right holder.

The concerned contributor will be responsible for any damages resulting from violation of the above clause(s)

## iii. **Course Development Procedure**

(a) The methodology of instructional material development relevant for this agreement will be decided by the concerned Department / Centre of IIT Roorkee. The SME shall supply the Work in the order, the format and in the medium required by the Department / Centre. All concerned contributors shall strictly adhere to the agreed schedule mentioned in the Instructional Material Information Summary shown in Annexure 1.

(b) The SME shall attend all mandatory training sessions held for course development activities to be organized by the Department / Centre.

## iv. **Support by the Department / Centre, IIT Roorkee**

The concerned Department / Centre of IIT Roorkee will make provisions for all necessary hardware, software, network and related facilities, as well as for trained technical supporting staff, instructional design experts, software professionals, graphics & animation developers, typing, copy editing, & similar facilities. The concerned Department / Centre will provide appropriate budget for the project, make arrangements for replication, dissemination, delivery as applicable as its own expense. The Department / Centre will organize training programmes for SMEs in developing, utilizing and evaluating instructional materials. Facilities, which are available in the Institute, may be utilized when required.

## v. **Copyright**

(a) Copyright of the IM developed by a Department / Centre of IIT Roorkee with content inputs provided by the SME, Instructional



design inputs provided by the IDE and other intellectual and creative inputs provided by other contributors such as SDE (excepting all work for hire staff) shall be licensed / assigned to the Institute / sponsor, as set out in “Work for hire agreement” form, which also contains details of financial compensation to the contributors.

**vi. Delivery of Work**

The SME shall deliver all Work to the concerned Department / Centre of IIT Roorkee as per schedule mentioned in the prescribed form of “Intellectual property agreement with all academic staff of IIT Roorkee” and or any schedule(s) agreed to in writing subsequently. The SME shall operate with IDE, so that the IDE can prepare all defining parameters of the proposed instructional material. An illustrative but non-exhaustive list of some of these parameters is shown below.

General course objectives, details of all learning objectives including pre-requisites, specific instructional objectives and related meta-data details, test items to measure specified learning outcomes, strategy to achieve learning outcomes, lesson plans of learning objects.

The IDE shall work in close collaboration with SME to formulate a well-defined and mutually acceptable instructional plan to allow the SME to develop the course contents according to this plan. The IDE shall ensure that interoperability, reusability and accessibility of contents are maximized by strict adherences to E-learning Standards approved by internationally recognized Standards Organizations (example: Sharable Content Object Ref Model – SCORM V – 1.2). The IDE may reorganize the various Assets (texts, graphics, multimedia objects etc. which form the content details) in consultation with the SME.

The SDE shall develop/make available any software tool already developed by the SDE, which can be used in the proposed IR to enhance its usability / effectiveness etc as per schedule specified in the prescribed form of “Intellectual property agreement with all academic staff of IIT Roorkee”.

If any of the contributors fails to delivery the work on time, as defined in the prescribed form of “Intellectual property agreement with all academic staff of IIT Roorkee” or in any subsequent agreed schedule, the Institute will have the right to terminate this agreement and to recover from the concerned Contributor any sums advanced for the Works. Upon such termination the concerned Contributor may not offer the Works to anyone for any purpose until the contributor has repaid such advances. In addition to recovering the advances the Institute will also have the right to impose



penal charges up to Rs. 50,000.00 for non completion of works by due date.

**vii. Revisions**

The conditions of revisions will be as per the IPR policy of the Institute.

**viii. Use of IR by contributor**

All contributors shall have the right to use the IR for non-commercial academic purposes, ensuring that such actions do not result in a conflict of interest between the contributor and the Institute (see Conflict of Interest document of the Institute). The contributors shall have to ask permission of the Institute to use such material for any purpose once they leave the service of the Institute.

**ix. Arbitration**

The Arbitration if any, will be as per IPR policy of the Institute. In witness whereof the parties have duly executed this agreement as the date first written above.

Sr.	No.	Contributors Details			Institute Representative	
		Address	Signature	Name	Address	Signature
1.						
2.						
3.						



## APPENDIX – 1

### INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

#### **SUMMARY OF INSTRUCTIONAL MATERIAL INFORMATION**

1. Name of contributor(s) & Coordinators
2. Role (SME/IDE/SDE/Coordinator etc.)
3. Approx. degree of involvement (%)
4. Start date
5. End date:
6. Course Title:
7. Course Type: (Tick mark appropriately)
  - Video
  - Computer Based
  - Other (Specify)
- 7.1.1 For theory instruction
- 7.1.2 For lab instruction
- 7.2.1 For theory instruction
- 7.2.2 For lab instruction
8. Target Group: [example: 4<sup>th</sup> yr UG ME, Core engineering Course, Working professionals etc.]
9. General objective of course:
10. Content Outline: (Max 150 words)
11. Approximate Duration:

Equivalent to \_\_\_\_\_ hrs of lectures & \_\_\_\_\_ hrs of personal study.
12. Learning Unit Summary
  - 12.1 Unit type (tick appropriately)
    - Single Lesson
    - Module / Chapter
    - Semester long course
    - Others (specify)
  - 12.2 Unit Description
    - Sl. No.
    - Title



Approx. Duration (study hr.)

Date

SME	IDE	Others
Start	Start	Start
End	End	End

13. Activity bar chart (to be filled up in consultation with the concerned Department / Centre and will depend on course type stated as Sr. No. 7)

**Special Note:** The Instructional Material Information details may be different for different types of courses with suitable modifications. The format shown here is only one example.



INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

**COPYRIGHT AND COMPENSATION ISSUES DISCUSSIONS**

The contributors may be required to license their copyrights of the Instructional Material or assign these to the Institute in lieu of an agreed compensation package depending on the source and condition of funding and the nature of the project. For example, sometimes a sponsor will agree to fund a project only if the copyright is fully or partially (joint copyright) assigned to it. A sponsor may agree to pay full or part of the development cost, which may include a one – time lump sum payment to the contributors, fees to the project co-ordinates, capital cost of equipment etc or may agree to share royalties with the Institute or a combination of both.

If the IM development takes place as part of the consultancy project then the terms negotiated by the chief consultant with the sponsors & SRIC will determine the issues of compensation and the ownership of copyright.

If the IR is developed as part of the Institutes normal activity, there is little chance of any one – time lump sum payment. In this case the copyright shall have to be either assigned to the Institute or it shall have to be licensed to the Institute for a period of 5 years initially with a provision for renewal of license for longer terms with the Institute having the right of first refusal. It is also possible to visualize other types of IR development project where other combinations of compensation package to the contributors, fees to the co-coordinators / consultants and a specified type of copyright ownership may be applicable.

**Summary**

Details will be drawn up listing copyright issues and compensation terms fro contributors and coordinators for each project separately and will be available from the concerned Department / Centre and will contain the following information:

1. Copyright is to be/not to be assigned to the Institute
2. Copyright is to be / not be licensed to the Institute
3. If licensed then state period and renewal terms
4. Lump sum payment / lump sum + royalty / royalty only
5. Mention amount and or % and payment, date / frequency
6. Any other compensation
7. Special conditions (if any)