

MEMORANDUM OF AGREEMENT

- Between -

TRENT UNIVERSITY
(hereinafter referred to as "the University")

- And -

TRENT UNIVERSITY FACULTY ASSOCIATION
(hereinafter referred to as "the Association")

Re: Online vs Remote Delivery

WHEREAS the COVID-19 pandemic has necessitated that the University shift to remote delivery of most courses in Summer 2020 and Fall 2020 semesters; and,

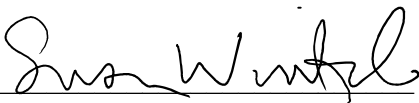
WHEREAS such courses, though not originally designed to be taught virtually, typically must be significantly adapted for remote delivery by the course instructors; and,

WHEREAS the university is using the term "remote delivery courses" to refer to courses whose delivery, in response to the COVID-19 pandemic, has been temporarily shifted to an online format, while continuing to use the term "online course" to refer to courses purposely designed for online teaching;


Now, THEREFORE, the Parties agree on a without prejudice or precedent basis to the following:

1. Article X.5 ("No Member shall be assigned to develop or to deliver an online course without the prior agreement of the Member") shall not apply to courses that must be taught on a remote delivery basis as a result of the COVID-19 pandemic. The agreement of the instructor will, however, continue to be required for online courses developed in accordance with X.2;
2. Article IX.6.2 ("The Employer agrees that all rights in the copyright to lectures, laboratory manuals, and all other teaching materials including, but not limited to, multimedia instructional materials and online courses prepared by and delivered by a member using facilities as defined in Article IV.7 shall vest in the member.") and IX.6.6 shall pertain to remote delivery courses, but IX.6.4 and IX.6.5 shall not.

Signed in Peterborough on this 11 Day of August, 2020.



(On Behalf of the Association)



(On Behalf of the University)