



## **DISTANCE EDUCATION AGREEMENT (AUTHOR/FACILITATOR)**

This AGREEMENT is effective made and entered into on \_\_\_\_\_, 2009 by and between \_\_\_\_\_, an individual residing in \_\_\_\_\_, (“AUTHOR”), and McWeadon Education, a for-profit division of BK GLOBAL, LTD. 7611 McWeadon Lane, Springfield, VA 22150.

WITNESSETH:

WHEREAS, the Mission of McWeadon Education is to provide flexible adult education that engages adult learners to develop necessary knowledge and skills and empowers them to achieve personal, educational, and professional goals. This mission is achieved through instructionally sound, pedagogically innovative, project based programs, led by dedicated faculty members who own their own Educational Materials, provided in an online learning environment that is interactive and challenging.

WHEREAS, McWeadon Education wishes to provide students with access to high quality, flexible online courses, online course materials, professional development workshops and other online educational services and materials (the Educational Program) and

WHEREAS, McWeadon Education has shown commitment to the Educational Program by designating funds and staff to the design and electronic development of an online course delivery platform, and licensing other software for course delivery, (the McWeadon Education Online Course Delivery Platform); and

WHEREAS, the AUTHOR is the creator and owner of the right, title and interest in and to certain preexisting educational materials comprising an educational course or workshop (the “Educational Materials”); and

WHEREAS, AUTHOR and McWeadon Education mutually agree to combine the Educational Materials and the McWeadon Online Course Delivery Platform in the form of an educational event entitled \_\_\_\_\_ (“Online Course”)

NOW, THEREFORE, in consideration of the mutual covenants contained herein AUTHOR and McWeadon agree as follows:

- 1) AUTHOR agrees to the following:
  - a) AUTHOR shall create, revise, design and/or develop the aforementioned Educational Materials into the format of an Online Course, working in close collaboration with McWeadon Education’s Instructional Design staff



**b) COURSE DELIVERABLES**

AUTHOR will provide the Educational Materials in a form of Online Course that will include certain deliverables (the “Online Course Deliverables”). To maintain a acceptable level of quality, the Online Course Deliverables will include, but not be limited to:

- i) An introduction to the scope and content of the Online Course, with a description of the content of each module and/or unit of the course
- ii) A course calendar or schedule indicating the length of time to be spent by the student on each module and/or unit of the course, and at what point assignments are due
- iii) Specific performance/learning outcomes that the students must reach to demonstrate acquisition of the Online Course competencies, and the Online course level and by learning module/unit.
- iv) A list of learning resources, including, but not limited to, required and recommended books, readings, lectures, papers, images, audio or video recordings, web sites and web pages, etc.
- v) An extended and specific description of student learning/practice activities and assignments, by Online Course and/or unit, with narrative relating activities to performance outcomes
- vi) Discussion questions for at least 1 (one) online discussion forum for each course unit, drawn from the content and process of the course
- vii) Assessment activities (including, but not limited to, graded discussion participation and course portfolios) and events (including, by not limited to, writing assignments, quizzes, presentations, and examinations) for each learning outcome at both the module and course level
- viii) A current vita, brief biographical sketch and photograph suitable for inclusion in online advertising materials.

**c) ACCEPTANCE OF COURSE DELIVERABLES**

All Online Course Deliverables shall be accepted subject to the approval of McWeadon Instructional Design Staff, and such approval will not be unreasonably withheld.

**d) COURSE IMPLEMENTATION IN ONLINE COURSE DELIVERY PLATFORM**

AUTHOR further agrees to create the Online Course, using the Online Course Delivery Platform, with assistance from the McWeadon Instructional Design Staff, if necessary. A customizable Course Template will be made available for AUTHOR use.

i) In the event McWeadon disapproves of AUTHOR’s intended use of the Educational Materials in the form of the Online Course, or the presentation format chosen for specific components, the parties agree to work with one another in good faith to resolve their differences.

ii) The Online Course will be complete with all Educational Materials and course deliverables present on the day the course is scheduled to begin.



#### ONGOING LICENSE

AUTHOR grants to McWeadon an ongoing, worldwide, exclusive right to use, reproduce, distribute, and publicly display the Online Course in the Online Course Delivery Platform until the AUTHOR notifies McWeadon Education in writing that they wish their course(s) withdrawn and deleted.

#### e) COURSE SCHEDULING

AUTHOR agrees to facilitate the course in time periods scheduled, and agreed upon between the AUTHOR and McWeadon Education.

#### f) COURSE MINIMUM and MAXIMUM ENROLLMENT

AUTHOR agrees to facilitate a scheduled course when a minimum of five (5) students have enrolled. AUTHOR and McWeadon Education will agree on a maximum enrollment for the online course which shall be \_\_\_\_\_. Should the minimum number of students not be met, AUTHOR, in agreement with McWeadon Education, may postpone or cancel a course until its next scheduled offering.

#### g) SUBSTITUTE COURSE FACILITATOR

If a course is scheduled and more than the minimum number of students are already enrolled, or the course is already in session, and the AUTHOR is unable to teach the course as scheduled, AUTHOR agrees to designate, or allow McWeadon Education to designate, an alternate course facilitator.

i) The alternate course facilitator has no rights to the Educational Materials nor the Online Course and will facilitate the Online Course as designed.

#### h) COURSE ADVERTISING AND PROMOTION

AUTHOR agrees to assist McWeadon Education in the advertising and promotion of the online course.

#### i) AUTHOR RETAINS ALL RIGHTS TO EDUCATIONAL MATERIALS

Notwithstanding the foregoing, AUTHOR shall retain the right to use, reproduce, modify, distribute, display publicly and make derivative works of the Educational Materials and to use the Educational Materials in any other manner consistent with AUTHOR's ownership rights therein, except in their form as the complete Online Course.

#### j) ORIGINALITY AND OWNERSHIP OF RIGHTS

AUTHOR warrants that the Educational Materials are original and that he/she owns rights licensed herein. AUTHOR warrants that there are no pending or threatened infringement claims based on the Educational Materials. AUTHOR agrees to indemnify and hold BK Global, Ltd., McWeadon, its affiliates, subsidiaries, trustees, officers, directors, employees, and agents, past and present, harmless against any claim, suit, loss, liability and/or expense, including reasonable attorney's fees, arising out of the filing of any suit, or any resulting



judgment, against McWeadon by reason of any breach of AUTHOR's warranties contained herein.

- k) AUTHOR ACKNOWLEDGES NO RIGHTS IN COURSE DELIVERY PLATFORM  
AUTHOR agrees and acknowledges that the McWeadon Online Course Delivery Platform used for the distribution of online courses is owned and/or licensed by McWeadon Education and that AUTHOR has no rights to the McWeadon Online Course Delivery Platform, or any other platform selected by McWeadon for the presentation of the Online Course, or any enhancements thereto except for those expressly provided in this Agreement.

2) MCWEADON EDUCATION agrees to the following:

**USE OF ONLINE COURSE DELIVERY PLATFORM**

McWeadon shall provide AUTHOR with a limited, non-exclusive right to use the McWeadon Online Course Delivery Platform and design templates for the sole purpose of creating, revising, designing and/or developing the Online Course.

- a) **OWNERSHIP OF COURSE DELIVERY PLATFORM**  
Notwithstanding the foregoing, McWeadon Education shall retain the right to use, reproduce, modify, distribute, display publicly and make derivative works of the McWeadon Online Course Delivery Platform and to use the McWeadon Online Course Delivery Platform in any other manner consistent with McWeadon's ownership rights therein.
- b) **PAYMENT FOR DEVELOPMENT OF ONLINE COURSE**  
McWeadon shall make no payment to the AUTHOR for the development of the online course materials.
- c) **INSTRUCTIONAL DESIGN ASSISTANCE**  
McWeadon Education will provide Instructional Design assistance as needed in the design and development of the online course, using AUTHOR's Educational Materials, and their preparation for inclusion in the Course Delivery Platform.
- d) **COURSE SCHEDULING**  
McWeadon will schedule courses in concert with the AUTHOR and will advertise courses to attract students.
- e) **COURSE ENROLLMENT**  
McWeadon makes no guarantee that the minimum number of students will be met each time a course is scheduled. AUTHOR, at their discretion, may teach the Online Course with less than the minimum number of students.
- f) **PAYMENT FROM COURSE REVENUES**  
McWeadon shall pay to the AUTHOR fifty-three percent (53%) of the student registration revenues for the course during the second week of the course.



- g) **TERMINATION OF COURSE OFFERINGS**  
In the case that an AUTHOR shall request, in writing, that their Educational Materials no longer be offered as an Online Course, McWeadon Education will remove, by deletion, all current and previous educational materials from the Online Course Delivery Platform and from any advertising materials.
  - h) McWeadon Education reserves the right, at its sole discretion, to withdraw a course or not offer a course, and the decision of the President shall be final.
  - i) McWeadon Education will provide students with a certificate of course or program completion, upon the recommendation of the Online Course AUTHOR
- 3) This Agreement and the rights, licenses, and obligations contained herein shall not be assigned or licensed by McWeadon or the AUTHOR to any person, firm, corporation, or association without the prior written consent of the other party. Otherwise, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
  - 4) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, and representations of the parties with respect to the subject matter herein.
  - 5) This Agreement may not be modified, amended, supplemented, or otherwise changed, except by writing executed by both parties.
  - 6) This Agreement shall be applied in accordance with laws of the State of Virginia and any dispute arising under this Agreement shall be resolved solely in the state or federal courts of Fairfax County, Virginia, each party submitting to the exclusive jurisdiction and venue of such court.

**AUTHOR**

**McWeadon Education**

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_