

We thank you for your time spent taking this survey.
Your response has been recorded.

IU Expand Master Service Agreement

The purpose of this form is to establish a Master Service Agreement ("Agreement") between the IU Office of Online Education ("OOE") and a university department or program ("Department Sponsor") that intends to host noncredit online courses on IU Expand.

Completion of this form will populate fields for the Agreement. If you would like to preview the Agreement before proceeding, please click the [MSA and Course Proposal Form Example.pdf](#). Responses are required for all sections.

OOE may consider unique terms that differ from this Agreement. If you would like to submit unique terms, do not complete this web form. Instead, please articulate proposed changes and reasons for these changes in an email to ooe@iu.edu.

Once this Agreement has been signed by the representative for Department Sponsor (i.e. chair of the academic department or head supervisor of the unit that will be responsible for this catalog and all courses listed within the catalog.) and approved by OOE, faculty members in that department interested in creating courses for Expand can complete the Faculty Course Proposal Form to initiate a new listing.

If you have any questions about this form, contact ooe@iu.edu.

I certify that I am authorized to act as the representative (e.g. director/head

supervisor/academic chair, dean) for the Department Sponsor (e.g. department, school, unit, office) in the administration of non-credit courses.

Agree

Disagree

School/Unit

TEST RESPONSE

Department (Later referred to as "Department Sponsor")

TEST RESPONSE

Department Sponsor Affiliation

TEST RESPONSE

1. Recital

A. OOE has purchased the proprietary software Canvas Catalog, an online course hosting platform for the production, provision, distribution of a noncredit Course (as defined in Section 2 below) through OOE's noncredit online course platform "IU Expand," located at expand.iu.edu ("Platform").

B. Department Sponsor wishes to develop Courses for use on the Platform.

C. The parties must ensure that OOE has sufficient rights to each Course in order to distribute the Courses on the Platform.

D. This Agreement is intended to reflect each party's rights and responsibilities regarding the Courses and the copyrightable material that makes up the Courses.

2. Definitions

2.1. ADA Compliance Protocol means providing End Users who have disabilities with substantially equivalent access to the Course as End Users who do not have disabilities. ADA Compliance Protocols include WCAG 2.0 level AA or higher, including the use of alternative text on images and captioning for live and recorded videos, or alternative content that is equally effective, integrated, and can be accessed with substantially equivalent ease of use. Additional accessibility information is available at <https://accessibility.iu.edu/index.html>.

2.2. Content means Department Sponsor Material and OOE Material developed under the terms of this Agreement.

2.3. Course or Courses means the final representation of Content, as more fully described in the Faculty Course Proposal Form.

2.4. Department Sponsor Material means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures and course materials, syllabi, and any software, interfaces or assessment features created or developed principally by Department Sponsor.

2.5. End User means any student who registers to take a Course offered through IU Expand.

2.6. Instructor or Instructors means any teacher, professor or other party that teaches a Course or Courses through the Platform for Department Sponsor.

2.7. Platform means Canvas Catalog's proprietary software platform purchased by OOE and branded as IU Expand, and all related algorithms used to host, transmit and make Content available via the internet, and to provide related

services and functionalities, including data collection and analysis.




2.8. OOE Material means any information, data, works of authorship, or other materials delivered in text, photographic, audio, visual, or audiovisual format, including videos, lectures and course materials, syllabi, and any software, interfaces, or assessment features created or developed principally by OOE, independent of Department Sponsor Material, such as branding logos that might appear as part of the Course.

2.9. Revenue means any Course fee collected by OOE, which shall comply with the guidelines and procedures issued by Indiana University's Office of the Treasurer under [Policy VI-121, Establishing and Modifying Revenue Producing Activities \(RPA\)](#), including but not limited to the responsibilities and security requirements that must be followed.

3. Agreement

This Master Service Agreement (MSA") is by and between the Office of Online Education ("OOE") and the Department of TEST RESPONSE (Department Sponsor) on the Campus, in order to facilitate the availability of noncredit online course content to registered students ("End Users") through OOE's online noncredit course hosting platform.

This Agreement between OOE and Department Sponsor entered into on this:

	Month	Day	Year
Please Select:	February 	14 	2031 

3.1. This Agreement shall act as a base agreement under which OOE and Department Sponsor can enter into multiple specific transactions to add individual Courses to the Platform by executing a Faculty Course Proposal Form.

 Agree

Agree

3.2. The term of this Agreement shall begin on the Effective Date, and continue for a period of three (3) years. This Agreement shall be renewed automatically for succeeding periods of three (3) years each unless either party gives written notice to the other at least sixty (60) days prior to the expiration.

Agree

3.3. This Agreement may be terminated at any time by any party by providing thirty (30) days' advance written notice of the request or intent to remove the Course from the Platform. In such event, the parties agree that the termination date for the Course will be selected based upon a date that will enable any and all End Users to complete the Course. Department Sponsor may cancel a scheduled, synchronous Course session at least five (5) business days prior to its offering date, due to lack of course participants. Upon such a cancellation, fees paid by any End User shall be refunded by OOE to each End User in the manner in which it was paid to OOE.

Agree

3.4. Department Sponsor agrees to develop the Department Sponsor Material in accordance with the Faculty Course Proposal Form, appropriate for delivering the online noncredit Course to be accessed by End Users via the Platform. Department Sponsor agrees to submit each completed Faculty Course Proposal Form to OOE, along with all related material needed to post the Course on the Platform.

Agree

3.5. Department Sponsor agrees that all Department Sponsor Material will meet the quality standards of Indiana University, and will not include any content which Department Sponsor knows to be plagiarized, libelous, obscene, harassing, an invasion of privacy, an infringement of copyright or other literary rights, a violation of Indiana University policy, and/or otherwise in violation of any legal rights of any person(s) who are not a party to this Agreement. Department Sponsor further

person(s) who are not a party to this Agreement. Department Sponsor further agrees that any responsibility or liability for violations under this paragraph shall be treated in a manner consistent with the customary treatment of similar violations as they may occur in the context of traditional teaching at Indiana University.

Agree

3.6. OOE agrees to provide such support, including OOE Material, as is necessary to enable the Course to be completed and hosted by OOE using the Platform. Department Sponsor acknowledges and agrees that OOE may offer the Course on the Platform and grants any and all necessary rights and permissions to use, store, host, publicly broadcast, publicly display, publicly perform, distribute, reproduce and digitize any Content that Department Sponsor uploads, shares, or otherwise provides in connection with the Course or Department Sponsor's use of the Platform, including the right to use the Instructor's name, voice, image or likeness (whether still photograph or video) in connection therewith. Department Sponsor further acknowledges and agrees that OOE may edit, modify, translate, or adapt any Content ("Content Enhancements") for the purposes of formatting or making accommodations to make Content accessible to persons with disabilities. To the extent Department Sponsor creates or develops new software, interfaces, or assessment features for use in connection with the Course that would not otherwise be considered Department Sponsor Material under this Agreement ("New Features"), Department Sponsor grants OOE the right to use such New Features for any and all purposes solely in connection with, and for the duration that the Course is offered.

Agree

3.7. Department Sponsor agrees to develop Department Sponsor Material in a manner that is accessible to users with disabilities, including but not limited to following all ADA Compliance Protocols. Department Sponsor further agrees to notify OOE no later than three (3) days of receipt of requests for accommodations with respect to a Course, regardless of which party may be responsible for such accommodations. In addition, Department Sponsor agrees that in the event any Course attribute is found to be inaccessible, OOE may work with or without the Instructor and/or Department Sponsor to develop Content Enhancements or New Features (as defined in Section 2.5) to bring the Course into compliance with the

Features (as defined in Section 3.5) to bring the Course into compliance with the relevant accessibility requirements as quickly as possible.

Agree

3.8. Department Sponsor agrees that the Department Sponsor Material for the Course will significantly differ from any credit-bearing and/or tuition-bearing course that Department Sponsor delivers at Indiana University. Department Sponsor further agrees that it will not guarantee any future assignment of credit for participation in the Course, or any verification of attendance or competency relating to any End User's participation in the Course.

Agree

3.9. Department Sponsor acknowledges and agrees that, in developing the Department Sponsor Material for the Course, any and all Instructor(s) for the Course will be required to comply with all applicable rules of the Indiana University Academic Handbook, the Indiana University Student Code of Conduct, and all existing laws and regulations that apply to the delivery of the Course, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the ADA Compliance Protocols, applicable copyright laws, and Indiana University's trademarking and branding policies. If Department Sponsor chooses to offer a certificate of participation to users who successfully complete the Course, Department Sponsor will work with Indiana University's Office of Licensing and Trademarks to ensure that the manner in which it is branded is acceptable to Indiana University.

Agree

3.10. In the event a Course fee is implemented, OOE will retain ten percent (10%) of the gross Revenue collected by OOE for the Course. No course revenue shall be collected outside of the Expand platform paywall without written consent from OOE. No additional expenses such as credit card fees or other platform related costs will be passed onto the Department Sponsor. The balance of the Revenue will be paid to Department Sponsor via a KFS Distribution of Income and

Revenue will be paid to Department Sponsor via a RICE Distribution of Income and Expense (DI) document from OOE to Department Sponsor's account as designated on the Faculty Course Proposal Form, as at least once per quarter. The parties further understand and acknowledge that receipt of electronic payments must comply with the guidelines and procedures issued by IU's Office of the Treasurer, Treasury Operations, including preapproval of campus entities that wish to accept payments via Paypal and/or credit cards, in conjunction with [Policy VI-121, Establishing and Modifying Revenue Producing Activities.](#)

Agree

3.11. Department Sponsor agrees to cooperate with OOE to ensure that OOE receives copies of, or otherwise has access to, all Department Sponsor Material and Content as may be necessary to permit OOE to offer the Course in the future.

Agree

3.12. Department Sponsor agrees to notify OOE immediately of any complaint received by an Instructor or Department Sponsor from an End User. If Department Sponsor receives a complaint from an End User, Department Sponsor will respond to and seek resolution of any such complaint as soon as practicable, but no later than three (3) business days following receipt of the complaint. Department Sponsor further agrees to provide to OOE copies of any and all communications between End User and Instructor or Department Sponsor, including those related to any proposed or final resolution of the complaint. Upon receipt and review of the complaint and any proposed or final resolution, OOE may, at its sole determination, refer the complaint to the Office of the Vice President and General Counsel for further review and evaluation. Notwithstanding the foregoing, complaints related to affirmative action, sexual harassment, or inappropriate conduct claims will be immediately forwarded to the Office of the Vice President and General Counsel to be handled in accordance with all existing University policies.

Agree

3.13. Department Sponsor agrees and acknowledges that in the event OOE provides support to Department Sponsor that constitutes Exceptional University

Support (as that term is defined in Indiana University's [Intellectual Property Policy UA-05](#)), as that policy may be amended in the future, that the Course and all Content will be considered University Works pursuant to IP Policy UA-05, and therefore all copyright and other Intellectual Property Rights in the Content inure to the benefit of The Trustees of Indiana University.

Agree

3.14. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of Indiana. In the event the parties are unable to resolve any dispute relating to this Agreement, the exclusive venue for any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in the State of Indiana.

Agree

3.15. This Agreement and any documents incorporated specifically by reference constitutes the entire agreement of the parties on the specific subject matter hereof and supersedes all prior representations, understandings and agreements between the parties with respect to such subject matter. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The provisions in this Agreement that by their sense and context are intended to survive the completion of performance and termination of this Agreement shall so survive the completion of performance and termination of this Agreement.

Agree

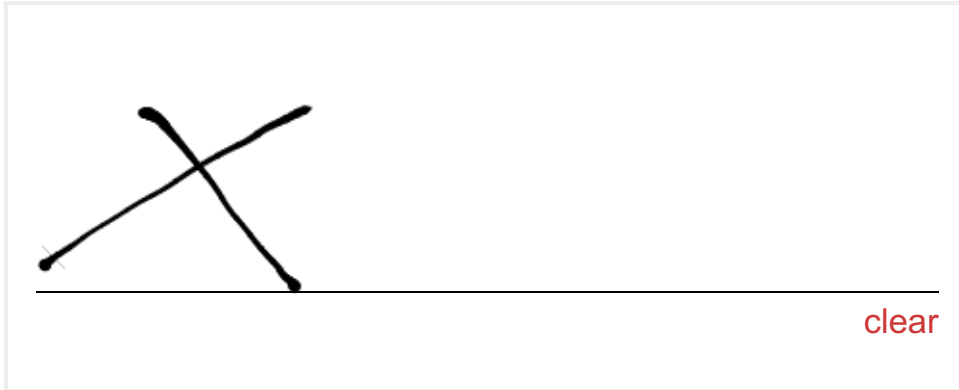
Name of the Representative for Department Sponsor

TEST RESPONSE

Title of the Representative for Department Sponsor

TEST RESPONSE

Electronic Signature



After the form is submitted, it will be sent to the Office of Online Education for approval. Following that approval, instructor(s) from your department may submit the Faculty Expand Course Proposal Form.

The Faculty Expand Course Proposal Form is unique to each course listed in the catalog. It collects essential information about the course such as course title, course summary, learning objectives, intended audience, enrollment fee information (optional), etc.

The instructor will need to fill out and have approved a course proposal form for each course listed in the catalog.

We thank you for your time spent taking this survey.
Your response has been recorded.

Faculty Course Proposal Form

Thank you for your interest in IU Expand. To help us learn more about your project and better assist you, please complete this form.

Instructor Name (Primary course contact)

EXAMPLE RESPONSE

Instructor Email

EXAMPLE RESPONSE

School/Unit

EXAMPLE RESPONSE

Department (Later referred to as "Department Sponsor")

EXAMPLE RESPONSE

Department Sponsor Affiliation

IUB

IUPUI

IUE

IUFW

- IUK
 - IUN
 - IUPUC
 - IUSB
 - IUS
 - University Administration (UA)
-

The Representative for Department Sponsor (i.e. chair of the academic department or head supervisor of the unit that will be responsible for this course and all courses listed in this catalog.)

EXAMPLE RESPONSE

Email of the Representative for Department Sponsor

EXAMPLE RESPONSE

Does your department already have a subcatalog in Expand?

- Yes
 - No
 - Unsure
-

Proposed Course Title

EXAMPLE RESPONSE

Is this course for continuing education (CE) credit?

- Yes
 - Maybe
 - No
-

What type of course will this be?

- Online and Synchronous (i.e. regular class meetings where the entire class meets with the instructor in a virtual classroom)
 - Online and Asynchronous (i.e. the course is self-paced and students move through course content at their own speed as they are able)
 - Live session (i.e. course meets in a physical location at a pre-determined time(s))
 - Other (Please describe)
-

Who is the intended audience for this course?

EXAMPLE RESPONSE

Course Length - Briefly describe how much time it will take students to complete the course. (i.e. one 3-hour live session; approximately five hours; 8 weeks, etc)

EXAMPLE RESPONSE

Brief description of course (i.e. What course content will be covered? What are the primary learning outcomes for the student?)

EXAMPLE RESPONSE

Does enrolling in this course require successful completion of a prerequisite course(s) in Expand?

- Yes
 - No
-




List any required materials students need to purchase to participate (i.e. a textbook, toolkit, or specific software). If not applicable, write "N/A".

EXAMPLE RESPONSE

Course Fee

- Yes
- Undecided
- No

Select the proposed date for when you would like the course to go live.

	Month	Day	Year
Please Select:	January 	4 	2021 

Thank you for completing this form. Your submission will be reviewed by the Office of Online Education for approval.

If you have any questions, please contact clcavana@iu.edu.

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