

MEMORANDUM OF UNDERSTANDING

OPEN EDUCATIONAL RESOURCES

This Memorandum of Understanding is effective as of March 13, 2014

BETWEEN:

Alberta Ministry of Innovation and Advanced Education

As represented by the Premier of Alberta
("Alberta")

and

British Columbia Ministry of Advanced Education

As represented by the Premier of British Columbia
("British Columbia")

and

Saskatchewan Ministry of Advanced Education

As represented by the Premier of Saskatchewan
("Saskatchewan")

WHEREAS, the Participants wish to collaborate on the development of common Open Education Resources within their respective advanced education sectors;

AND WHEREAS, the Participants also recognize the benefits of sharing existing Open Education Resources with a focus on mutual areas of interest;

NOW THEREFORE, the Participants have reached the following understanding:

1. Definitions

- a) "Effective Date" means the effective date indicated at the beginning of this MOU.
- b) "MOU" means this Memorandum of Understanding.
- c) "Open Education Resources" means "teaching, learning and research materials in any medium, digital or otherwise, that reside in the public domain or have been released under an open license that permits no-cost access, use, adaptation and redistribution by others with no or limited restrictions. Open licensing is built within the existing framework of intellectual property rights as defined by relevant international conventions and respects the authorship of the work."
- d) "Participants" means Alberta, British Columbia and Saskatchewan collectively and "Participant" means any one of them.

2. Purposes

- a) The purposes of this MOU are to:
 - i) Through an efficient and effective process, facilitate cooperation between the Participants in the sharing and development of Open Education Resources;
 - ii) Identify, share and encourage the use of best practices in Open Education Resources among the Participants; and
 - iii) Through the best use of technology for students, faculty and administrators, foster greater collaboration and understanding of key issues and trends in Open Education Resources between and among post-secondary institutions in the Participants' jurisdictions.
- b) This MOU represents a statement of general intention on the part of the Participants and does not represent in any manner a binding contract or other legal agreement on the part of the Participants.

3. Implementation

- a) Implementation of this MOU will be overseen at the director level by each Participant. The directors, or their designates, shall develop processes to facilitate the development and sharing of Open Education Resources to meet the purposes of this MOU.

For Alberta, the responsibility will be assigned to Stakeholder Partnerships of the Ministry of Innovation and Advanced Education.

For British Columbia, the responsibility will be assigned to the Strategic Policy and Planning Branch of the Ministry of Advanced Education.

For Saskatchewan, the responsibility will be assigned to Planning, Strategy and Evaluation Branch of the Ministry of Advanced Education.

Each such office will act as contact for correspondence purposes under this MOU.

- b) The Participants will, whenever possible, endeavour to adhere to the principle that educational materials produced pursuant to this MOU will use open licences to ensure they are open and free to use by anyone within the meaning of the definition of Open Education Resources.

4. Costs

Unless otherwise mutually consented to in writing, each Participant is responsible for any costs it may incur through its participation in this MOU.

5. Term and Renewal

- a) This MOU will be effective on the Effective Date and will remain in effect for three (3) years, unless terminated in accordance with Section 8 of this MOU.
- b) With the written consent of the Participants, the MOU may be renewed for successive three-year (3) periods ending on the anniversary date of the MOU.

6. Evaluation

The MOU will be evaluated by the Participants in the third year of its initial signature in order to assess whether it should be renewed. The evaluation will assess the outcomes of the activities and initiatives undertaken pursuant to the MOU. After the initial three-year term, evaluations, if any, may be undertaken at any time with the written agreement of the Participants.

7. Amendment

This MOU may be amended by agreement of the Participants in writing.

8. Termination

Any Participant may terminate its participation in this MOU by giving ninety (90) days written notice to the other Participants.

9. Limitation

Any joint initiatives between the Participants under this MOU or any future agreements that might flow from it are subject to applicable Provincial and Federal legislation.

THE PARTICIPANTS HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING
AT REGINA, SASKATCHEWAN ON THE 13TH DAY OF MARCH 2014.

The Honourable Alison Redford
Premier of Alberta

The Honourable Christy Clark
Premier of British Columbia

The Honourable Brad Wall
Premier of Saskatchewan

