

## APPENDIX C

### ONLINE CREDIT COURSE DEVELOPMENT AND INTELLECTUAL PROPERTY AGREEMENT

This is an agreement between the University of Connecticut ("University") and ("Faculty Member") establishing the terms and compensation for the development and teaching of online courses on behalf of the University. The agreement derives from and is supplemental to, the University's *Intellectual Property and Commercialization Policy* ("*Policy*").

For consideration, Faculty Member agrees to develop [name of course] ("Course") for teaching remotely to enrolled students at the University in a predominantly online asynchronous mode of instruction.

Faculty Member and University recognize each other's independent and mutual rights under *Policy* and agree to abide by the terms of *Policy*.

Faculty Member agrees to *Policy* and the terms established in *Policy*. Faculty Member agrees to the division of intellectual property rights, as defined by *Policy* and further articulated here.

#### **Schedule**

University and Faculty Member agree to apply all diligence and quality of work to complete development of Course by [date].

#### **Use of Copyrighted Materials**

Faculty Member agrees that all materials collected and employed in Course by Faculty Member, whether written or visual or audio, have been cleared for use in Course, and that Faculty Member owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

University agrees that all materials collected and employed in Course by University, whether written or visual or audio, have been cleared for use in Course, and that University owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

Faculty Member agrees that every use of each individual item of copyrighted work comply with all applicable laws, contracts, and licenses. Faculty Member also agrees that each use obtained by Faculty Member includes permissions for online uses for a minimum of five years.

#### **Intellectual Property Ownership**

University agrees that the Faculty Member has rights to their intellectual property, in accordance with U.S. law and the *Policy* as referenced above, particularly Faculty Member's preexisting work that is incorporated into the Course. University agrees that Faculty Member retains all rights of ownership in such materials.

Faculty Member agrees, however, to grant the University a non-exclusive, royalty-free license to use the material as part of the Course. University agrees that Faculty Member retains all other rights of ownership to the Faculty Member's work and will be credited and acknowledged in all University uses of the work.

The Faculty Member retains the right to use the substantive content of the Course Materials created by the Faculty Member, without further consent or approval of University, in any scholarly or creative works. In particular, the Faculty Member retains the right to use the content in textbooks, journal articles, conference presentations, consulting projects, other scholarly works or professional activities, and in courses at other universities if the Faculty Member has left the full-time employment of the University of Connecticut.

The University grants to Faculty Member the "right of first refusal" to teach all sections of the Course to be taught using the course materials developed by them during the term required by the University. This "right of first refusal" means that during each term or session, the Faculty Member shall be given the first opportunity to instruct all sections of the Course to be taught using the materials they developed. If in a semester during the traditional academic year teaching all sections of Course to be taught using the materials they developed will result in overload for a full-time Faculty Member, the Faculty Member may have the option of teaching all such sections in exchange of a load adjustment in a subsequent semester with the prior approval of the department head and Dean. If the Faculty Member declines to teach the course or is unavailable to teach the course (*i.e.* on leave or has departed the University), the course materials may be used and/or adapted by another instructor without further compensation to the Faculty Member.

### **Transferability**

The course may not be licensed, sold, or in any way transferred to a third party without written permission from the Provost's office and written consent from the Faculty Member and any authors of copyrighted works included in the course.

### **Rights Reserved by University**

The University retains, at a minimum, the following rights:

1. A license and the right to use the Course for credit and non-credit instruction without payment of any royalties, fees, or residuals to the Course authors/developers, nor payment of any kind to any third parties holding copyright to elements used in the course except as provided by negotiated licenses or contracts.
2. The right to maintain continuity beyond the original creation by creating derivative works to keep the content current and relevant, and to maintain the usefulness and quality of Course materials as a University instructional offering, and the right to use Course Materials beyond the involvement of the original author/developer if the "right of first refusal" is no longer in force.

**Quality, Clarity and Currency Assurance**

Faculty Member agrees to take full responsibility for:

1. The substantive and intellectual content of the course materials, both at the time of their production and in subsequent uses so long as the Faculty Member remains employed by the University; Faculty Member agrees to deliver accurate and current information and content.

2. Maintaining the content for accuracy, currency, and clarity of presentation when the Faculty Member teaches this course at the University.

For the University of Connecticut:

[Printed Name] \_\_\_\_\_

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

Faculty Member:

[Printed Name] \_\_\_\_\_

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