This **Agreement** is made on XXXXX (**“Effective Date”**) by and between XXXXX (**“Author”**), (and if there is more than one author, then all of them collectively) and The University of Texas at \_\_\_\_\_\_\_\_\_\_ (**"University"**).

**Recitals**

The Author and University shall each contribute copyrightable expression to XXXX, targeted for first online offering in XXXXX and intend to be joint owners of the educational course materials anticipated to result from this collaboration (the **“Work”**). The Parties recognize that under UT Rules and Regulations of the Board of Regents 90101 and applicable law, each could act independently of the other in exploiting the Work, with only an obligation to account to each other for a share of any profits. In furtherance of their mutual objectives, the Parties instead will allocate certain of their jointly held rights and responsibilities as set forth in this Agreement.

**Agreement**

**THE AUTHOR AND THE UNIVERSITY AGREE THAT:**

1. **RIGHTS GRANTED.** As joint owners, each Party shall retain all rights to use the Work and exploit it commercially. However, pursuant to such joint ownership, the parties shall be entitled to share in any commercial revenue as set forth in Section 7 herein.
2. **DELIVERY OF THE WORK.**
   1. The Author will prepare and deliver to the University and/or its partner on or before XXXXX (the **“Final Content Delivery Deadline”**) the Author’s contribution to the Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc.,) in the medium mutually agreed upon for the Work. Author will meet and comply with all requirements listed in **Appendix A**, Online Course Development Guidelines.
   2. As part of this arrangement, the Author agrees that he/she will develop the designated online course with an instructional design team at the University of Texas at \_\_\_\_’s Center for Distance Education (**“CDE”**) and/or a designated University partner [henceforth, **“Partner”**] for the delivery of online instruction. The Author agrees to work with course delivery system(s) and tool(s) provided by the respective development teams.
   3. The Author agrees to prepare the completed work for first online offering in more than one weekly and/or semester format if requested to do so.
   4. The Author acknowledges that significant intermediate deadlines (**“Intermediate Deadlines”**) will be required to meet the Final Content Delivery Deadline and are included in the Initial Planning Form (**Appendix C**).
   5. Notwithstanding the termination provisions in Section 10(b), if the Author fails to deliver Author’s contribution by the Final Content Delivery Deadline, or any of the Intermediate Deadlines, the University will have the right to terminate this Agreement and all provisions therein.
3. **QUOTED MATERIAL.** With the exception of short excerpts from others’ works, which constitute fair use, Author’s contribution to the Work will contain no material from other copyrighted works without a written consent of the copyright holder.It is the Author’s responsibility to cite all outside sources and identify whether it is used under Fair Use, Creative Commons, or with written consent. Should the University determine that it is in the University’s best interest, the University may obtain such consents in collaboration with the Author, with the University bearing the cost. It is the Author’s responsibility to notify the Instructional Designer or Partner if the Author is proposing to use some material from other copyrighted works.
4. **PUBLICATION OF THE WORK.** The Parties shall distribute, transmit or publish the Work as soon as circumstances permit after University receives Author’s contribution, in such manner as they each deem appropriate.
5. **COPYRIGHT.** The Author authorizes the University to register copyright in the Work in the Author’s and University’s names in the United States and elsewhere as the University may elect.
6. **AUTHOR’S WARRANTY; INDEMNITIES.** 
   1. The Author warrants that he or she is the only owner of Author’s contribution to the Work and has full power and authority to make this Agreement; that he or she has made a good faith effort to follow the UT System Copyright Policy [(UTS 107)](https://www.utsystem.edu/sites/policy-library/policies/uts-107-use-of-copyrighted-materials) and that the contribution does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The author warrants that he or she is an actively appointed faculty member of the University and is qualified to teach this course as Instructor of Record.
   2. To the extent that an act of the Author that results in a claim of copyright infringement was authorized by the UT System Copyright Policy, and to the extent authorized by the Constitution and laws of the State of Texas, the UT System will defend, indemnify and hold harmless the Author against all claims, suits, costs, damages and expenses that the Author may sustain by reason of such infringement or violation by the Author of any copyright.
   3. In cases where Author is found to have willfully, recklessly, or negligently violated the copyright of another, and UT System is unable to indemnify the Author under the Constitution and laws of Texas, the Author will defend, indemnify, and hold harmless the University of Texas System and the University and/or their licensees against all claims, suits, costs, damages, and expenses that they and/or their licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the contribution or any infringement or violation by the contribution of any copyright or property right; and until such claim or suit has been settled or withdrawn, the University may withhold any sums due the Author under this Agreement.
7. **CONSIDERATION.** 
   1. University and/or its Partner may contribute the following resources to the creation of the Work:
      * Materials
      * Hardware
      * Software
      * Project Management
      * Instructional Design Consultation
      * Technical Learning Management System (LMS) Training
      * Technical Support
      * Other Support
      * Audio/Video Production (where applicable)
      * Flash/Multimedia Production (where applicable)
      * Programming (where applicable)
      * Copyright Clearance (where applicable)
   2. Author will contribute the following resources to the creation of the Work in an agreed upon format:
      * Authored Lectures/Presentations
      * Syllabus
      * Assignments
      * Notes/Handouts
      * Media Files (where applicable)
      * Graphics (where applicable)
      * Charts/Graphs (where applicable)
      * Quizzes/Tests (where applicable)
      * Reference Lists (where applicable)
   3. The parties do not anticipate commercial exploitation of the Work; however, should such occur, the Parties shall share in any revenues from the commercialization of the Work as follows: University will first recover its resource contribution in the amount of $XXXXX, then the Parties shall share the remaining net revenue obtained from commercial sources 50% to the University and 50% to the Author/Authors (to be shared evenly among the Authors if more than one).
   4. For the Work provided hereunder University will compensate Author as set forth in **Appendix B**, attached hereto and included herein.
8. **SUBSIDIARY RIGHTS.** The Parties do not anticipate commercial exploitation of the Work and so have not allocated the exclusive right to license subsidiary rights to either Party.
9. **REVISIONS.** The Author and University anticipate regular updates to the created work, to be undertaken jointly, in accordance with academic standards. Routine, basic revisions shall be the responsibility of the Author. Major revisions will be supported by the instructional design team at the University’s CDE and/or designated University Partner, with any additional payment for Author’s effort to be mutually agreed upon in writing and in advance. The Parties’ contributions to each part to the revision process will be determined on a case-by-case basis.
10. **TERM AND TERMINATION.** 
    1. Provided the Author remains an employee at University, this Agreement shall remain in effect for three (3) years or as long as the course is being used by University, whichever is longer, unless terminated earlier in accordance with this Section 10. Upon expiration of the term, upon the Author’s separation from paid employment with University, or upon earlier termination in accordance with Section 10(b), the rights granted in the Work shall revert to those provided to joint owners under the law.
    2. Except for termination under Section 2(e), in the event that either Party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day period.
    3. Nothing contained in Section 10 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of either Party in the income resulting from such agreements.
11. **MISCELLANEOUS.** This Agreement shall be construed and interpreted according to the laws of the State of Texas and shall be binding upon the parties, their heirs, successors, assigns, and personal representatives; and references to the Author and to the University shall include their heirs, successors, assigns, and personal representatives. This document and its Appendix A, Appendix B, and Appendix C, all attached hereto and included herein, represent the sole and entire agreement between the Author and University concerning the subject matter herein, and any prior agreements or understandings are merged herein. Any amendments to this Agreement shall not be valid unless made in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first written above.

|  |  |
| --- | --- |
| **XXXXX**  By:  Name: XXXXX  Title: XXXXX  Date: | **The University of Texas at \_\_\_\_\_\_\_\_**  By:  Name: XXXXX  Title: XXXXX  Date: |
|  | **Reviewed and Approved by Dean**  (if applicable)  By:  Dean: XXXXX  Department: XXXXX  Date: |

**APPENDIX A**

**ONLINE COURSE DEVELOPMENT GUIDELINES**

The design and delivery of distance education at the University of Texas at \_\_\_\_\_\_\_ (University) will occur in an atmosphere of educational quality and integrity. University faculty and administrators oversee distance education courses to the same extent as other courses; faculty and departmental oversight include factors such as course development and approval, selection of qualified faculty to teach, pedagogical determinations, and approval of online course offerings by the appropriate faculty curricular committees to ensure conformity with established traditions of course quality and relevance to programs. The individual who designs an online course of study for use in distance education (“Author”) must be an actively appointed faculty member of University; must be qualified to teach the course; and must be qualified to be the Instructor of Record in the course being developed.

The Author works within a contractual arrangement with the University which envisions future use, modification, and distribution of recorded or fixed instructional materials Additional compensation may be negotiated for an Author involved in the extensive revision and modification of online courses s/he develops.

**The following are Author responsibilities:**

* To develop and offer online course and degree work in full adherence to a national quality standard such as Quality Matters which governs a course’s quality;
* To update routine semester-specific documents and details of a class each time the course is offered online (syllabus, calendars, etc.) or work with technical staff to update these elements;
* To create, update, and revise course materials to ensure they are current and formatted for accessibility to meet required legal and academic standards. Each faculty member will revise course materials at least annually to maintain legal and academic standards;
* To design and offer online coursework marked by substantial interaction among students and faculty, which promotes active learning and allows the student’s personal interaction with a faculty member and with fellow students to motivate and inspire him/her, including online office hours and heightened responsiveness to electronic communications such as email, which is a primary tool for many Distance Education (“DE”) learners;
* To attend training on use of the campus Learning Management System (“LMS”) and associated tools and techniques required for effective online instruction; and
* To design and offer DE courses that include safeguards to ensure that online and distance students are held to the same standards of academic honesty as students in traditional courses.

Failure to meet any of the aforementioned responsibilities will be considered a breach of the Agreement and may, at the University’s discretion, result in a reduction or forfeiture of the course development payment as jointly determined by the Vice President and appropriate Dean.

**The following are the responsibilities of the Center for Distance Education** to assist faculty members who develop and teach with online or instructional technology materials:

* To support initial course design and revisions with instructional design consultation and development. Instructional design includes these key activities:
  + Identifying clear, measurable learning objectives,
  + Organizing and creating dynamic instructional content,
  + Developing a variety of aligned activities and assessments, and
  + Selecting and implementing appropriate accessible technologies that meet the needs of all diverse learners.
* To provide facilities and capability to record and edit high-quality audio and video;
* To generate graphic assets, such as diagrams, flowcharts, slides, and short animations to help illustrate concepts presented;
* To evaluate the completed course with the Quality Matters rubric and make recommendations that will allow the course to meet QM standards;
* To continue instructional designer support through the first semester a CDE-developed course is offered;
* To provide training on use of the campus LMS and associated tools and techniques required for effective online instruction via open enrollment face-to-face workshops, live webinars, open labs for advanced questions, and one-on-one meetings; and
* To troubleshoot technical issues encountered by faculty and provide answers to both technical and procedural questions.

**APPENDIX B**

**FACULTY COMPENSATION DETAILS**

**COURSE DEVELOPMENT**

For development of a course under this Agreement, University shall pay Author a Course Development Fee of $XXXXX**.** Payment will be made on the next scheduled disbursement date after completion of the Work and receipt of this signed agreement. The Author must be an actively appointed faculty member of the University at the time payment is made. If the Author leaves the University before the payment date, he/she will forfeit any outstanding course development payments.

**MATERIALS USE FEE**

In addition to the Course Development fee, University will pay Author a Materials Use Fee (**“MUF”**) each semester the course is used for instruction XXXXX and provided the Author is still a paid appointee of the University. Payment is calculated on a per student basis as shown below, and paid upon completion of the semester. The MUF may be modified at any time at the sole discretion of University.

|  |  |
| --- | --- |
| **# of Paid Students** | **MUF** |
| 10-30 | $150 |
| 31-200 | $500 |
| 201-500 | $750 |
| 501+ | $1,000 |

for three (3) years

OR for the duration of this agreement

Put in a drop down box?

**APPENDIX C**

**INITIAL PLANNING FORM**