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"**).

**Agreement**

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

1. **TITLE AND COPYRIGHT ASSIGNMENT.**
   1. Author and University intend this to be a contract for services and each considers the products and results of the services to be rendered by Author hereunder (the "Work") to be a work made for hire. Author acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of University.
   2. If for any reason the Work would not be considered a work made for hire under applicable law, Author does hereby sell, assign, and transfer to University, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in an to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
   3. If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Author hereby waives and appoints University to assert on the Author's behalf the Author's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions or the Work, in any medium, for university purposes.
   4. Author agrees to execute all papers and to perform such other proper acts as University may deem necessary to secure for University or its designee the rights herein assigned.

1. **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 \_\_\_\_\_\_\_\_ 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 B**).
   5. Notwithstanding the termination provisions in Section 7, 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.
   6. The Work will consist of the following at a minimum:
      * 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)

**QUOTED MATERIAL.** With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents at his or her own expense after consultation with the University and will file them with the University at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

1. **AUTHOR’S WARRANTY AND INDEMNITY.** The Author warrants that he or she is the sole owner of the Work and has full power and authority to make this Agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Author will defend, indemnify, and hold harmless the University and/or its licensees against all claims, suits, costs, damages, and expenses that the University and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work 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.
2. **CONSIDERATION.** In consideration for delivery of the Work in accordance with the provisions of this Agreement, University shall pay Author $XXXXX.
3. **REVISIONS.** The Author agrees to update the Work within ninety (90) days upon the receipt of a written request from the University. The provisions of this Agreement shall apply to each revision of the Work by the Author as though that revision were the Work being published for the first time under this Agreement. In the event that the Author is unable or unwilling to provide a revision within ninety (90) days after the University has requested it the University may have the revision made and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.
4. **TERM AND TERMINATION.** 
   1. Provided the Author remains an employee of University, this Agreement will remain in effect for three (3) years unless terminated earlier in accordance with this Section 7. Notwithstanding anything herein to the contrary, this Agreement will terminate automatically upon the Author’s separation of employment from the University.
   2. 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. Upon the expiration of the term of this Agreement, the parties may agree to renew this Agreement by written amendment for an additional three (3) year term, upon the same terms and conditions as set forth herein.
5. **OPTIONS/CONTRACTS WITH THIRD PARTIES.** Nothing contained in Section 7 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 the University in the income resulting from such agreements.
6. **AMENDMENTS.** The written provisions contained in this Agreement constitute the sole and entire agreement made between the Author and the University concerning this Work, and any amendments to this Agreement shall not be valid unless made in writing and signed by both parties.
7. **MISCELLANEOUS.** This Agreement shall be construed and interpreted according to the laws of the State of Texas and shall be binding upon the parties hereto, 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.

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

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| --- | --- |
| 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**

**INITIAL PLANNING FORM**