



UIC Course and Course Material Development Agreement: FAQs

Context:

- UIC is making a significant investment in sustained teaching innovation and is prioritizing a campus-wide effort to develop new online degree programs.
- As part of this initiative, faculty in participating colleges and departments will be invited to develop high-quality online courses by working with UIC’s instructional designers and instructional media specialists within newly created media labs spaces. Participating faculty will also receive a stipend for developing any online courses that are part of the respective degree programs.
- The reason for this agreement is the university’s need to ensure that the developed courses will be available to students on an ongoing basis as part of a predetermined course rotation. Should the faculty member who develops an online course be unable or unwilling to teach their course during the assigned semester (sabbatical, for example, or departure from the university), the objective is that the department will assign another faculty member to teach the course, using the developed online materials (within the Learning Management System, i.e., Blackboard) while making only minor adjustments. The teaching assignment for the newly developed online courses governed by the Agreement is always made by the Executive Officer of the academic unit.
- The language in the agreement is taken from the University of Illinois Statutes (“Statutes”) and The [General Rules](#) Concerning University Organization and Procedure (“General Rules”) that every UIC employee agrees to by accepting an offer of employment at UIC and which are reconfirmed annually with the Notification of Appointment. The Course and Course Material Development Agreement acknowledges those parts of the General Rules that are relevant in this context, both to the university and to the instructor.
- The University of Illinois Urbana Champaign utilizes a similar agreement.

Definition (beyond those defined in the agreement):

Traditional academic copyrightable works: examples may include syllabi, class notes, books, theses and dissertations, instructional materials, and software that creators may design for courses, articles, non-fiction, fiction, poems, musical works, dramatic works including any accompanying music, pantomimes, and choreographic



works, pictorial, graphic and sculptural works, or other works of artistic imagination that are not created as an institutional initiative (as specified in Section 4(a)(2)).

The list of frequently asked questions below are aimed at addressing some commonly occurring concerns of faculty members.

Questions about the FAQs or the agreement can be directed to: Dara Crowfoot, Assistant Vice Chancellor for Innovation; UIC Extended Campus. crowfoot@uic.edu.

Frequently Asked Questions Regarding Ownership of Course and Course Material Development Agreement

Ownership and use of intellectual property created by UIC employees, including faculty, are governed by the Statutes and the General Rules ([Article III Intellectual Property](#)).

Who owns the copyright of course materials created by faculty for traditional, face-to-face courses?

These course materials are likely considered “traditional academic copyrightable works” that if created with “resources usually and customarily provided” (Article III 2 b and d), the faculty member who creates these materials owns the copyright. Examples may include syllabi, class notes, books, theses and dissertations, instructional materials and software that creators may design for courses, articles, non-fiction, fiction, poems, musical works, dramatic works including any accompanying music, pantomimes and choreographic works, pictorial, graphic and sculptural works, or other works of artistic imagination. The faculty member who creates materials with resources beyond those usually and customarily provided still owns the copyright in the materials, subject to certain minimum license rights to the University. The minimum license rights are specified in the General Rules (Article III, section 4(b)(2)).

What rights to these “traditional academic” course materials does the university have?

If not incorporated into the Online Course or Online Course Materials, the rights are entirely owned by the creator. To the extent that they are incorporated into Online Course or Online Course Materials (referred to as Development Product in the agreement), the University may have a perpetual non-exclusive royalty-free license to use them in presenting the Online Course pursuant to the Course and Course Material Development Agreement, so that the University would have the freedom to present the Online Course.



What rights does the faculty member have to use these “traditional” academic course materials outside of UIC?

As the owner of the copyright of the materials, the faculty member is free to use them as they wish.

Which course materials fall outside of these “traditional” academic materials, the “traditional academic copyrightable works” category, and why?

In the event the materials are created as a specific requirement of employment, or as a work commissioned by the University (such as pursuant to a contract under which the faculty member receives special compensation by the university beyond their regular salaried appointment), such materials and the copyrights in them are owned by the University of Illinois System (General Rules, Article III section 4(a)(2),(3)).

What are current examples of materials that fall outside of the “traditional academic copyrightable works” category?

The agreement refers to these as materials as “Development Product” and they include anything specifically created for the Online Course for which the faculty member received extra compensation (falling within a “commissioned work” in previous question). Examples are: any electronic course material, digital productions or reproductions of course lectures, digital presentations of syllabi, lab manual, video / audio lectures, course assignments, exercises, assessments, or other electronic course assets.

What are the faculty member’s rights regarding this “development product”?

Can the faculty member continue to use the materials created for the online course in their face-to-face class at UIC?

Yes.

Can the faculty member continue to use the material created for the online course to create other educational material including a face-to-face class outside UIC?

Yes, provided that the instructor displays a copyright notice indicating the copyrights are owned by The Board of Trustees of the University of Illinois, and that the instructor responds to the UIC’s reasonable inquiries regarding the use of the Online Course Materials.



What are the university’s rights regarding the “Development Product” (online course materials)?

The University System owns the copyrights because they are newly created as part of commissioned works under the General Rules. (Article III section 4(a)(2),(3)).

Do these exceptions apply because the course material is created for an online course?

No. The same exceptions would apply to any commissioned work (General Rules Article III section 4(a)(3)), or for any work created as a specific requirement of employment (General Rules Article III section 4(a)(2)).

What are examples of the university exercising its ownership rights?

The university would exercise its rights to the “development product” (i.e., the online course materials) if the faculty member who developed the course is not able or willing to teach the course as needed for the program’s course rotation. In such a case, the unit Executive Officer will be responsible for assigning the course to another faculty member. The expectation is that this faculty member would be able to use the “online course materials” as they were developed in order to teach the course with only minimal changes.