

## COURSE AND COURSE MATERIAL DEVELOPMENT AGREEMENT

This agreement (“**Agreement**”) is made effective as of the date of the last signature below (“**Effective Date**”), between The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (“**University**”), and \_\_\_\_\_, (“**Instructor**”), \_\_\_\_\_ in the \_\_\_\_\_ (individually “**Party**” or collectively “**Parties**”).

University and Instructor will collaborate on developing and offering a course of instruction or course materials through an online platform operated by University. This Agreement addresses intellectual property and other matters between University and Instructor.

University and Instructor agree as follows:

1. **Definitions.** Capitalized terms in this Agreement are defined as follows:
  - 1.1. Course: the course of instruction developed under this Agreement, including all content, materials, and assessments.
  - 1.2. Course Materials: electronic course materials developed under this Agreement, such as an electronic textbook, electronic course packet, lab manual, video lectures, course assignments, course exams, or other electronic course assets.
  - 1.3. Development Product: Course, Course Materials, or any combination of both.
  - 1.4. University Student: a user of the course who is enrolled in Course with the University.
2. **Development.**
  - 2.1. **Specification Form.** The Specification Form (Attachment A) describes the Development Product that Instructor will develop for instructional use, the timeline for development, support provided by University, Existing Content (as defined below) and Third Party Materials (as defined below) used, and related matters. University and Instructor may collaborate on additional Development Products by simply agreeing to amend this Agreement in writing and completing additional Specification Forms.
  - 2.2. **Instructor Responsibilities.** Instructor agrees to consult periodically with Instructor’s department head or unit head, and/or academic college program director, as appropriate, concerning the content, organization, and format, as well as the technical requirements for uploading and distributing the Development Product. Depending on the Development Product, Instructor is responsible for:
    - 2.2.1. producing Course content, approving final versions, and approving the accuracy of captions;
    - 2.2.2. creating appropriate Course assessments for University Students;
    - 2.2.3. providing Development Product content in a form and manner that complies with University guidelines, including guidelines concerning accessibility for University Students with disabilities; and
    - 2.2.4. meeting all deadlines associated with the Development Product.
  - 2.3. **University Guidelines and Deadlines.** University may:
    - 2.3.2. update course development and materials guidelines at any time; and
    - 2.3.3. refuse to host or distribute any portion of the Development Product if a portion is submitted after deadlines required by the University, or if the Development Product does not comply with University guidelines.

- 2.4. **Quality and Editorial Control.** The Parties agree the Development Product shall meet the high academic standards commensurate with traditional University courses, course packets, and other academic materials. Instructor is responsible for the Development Product’s substantive content and methods for achieving learning objectives. As part of the course development process, the course will be reviewed according to the best practices of Quality Matters.
- 2.5. **Course Content Rights.** Instructor must obtain all required rights, permissions, licenses, releases, waivers, and approvals for the content in the Development Product (“Content Rights”) before uploading or delivering the Development Product. Instructor must also be able to grant any required Content Rights to University as needed. Development Product content may include:
- 2.5.2. **New Content.** Instructor may create new content in connection with this Agreement (the “New Content”). Any content not identified as Existing Content or Third Party Materials is considered New Content.
- 2.5.3. **Existing Content.** Instructor may include content that Instructor previously authored or created (“Existing Content”), as specified in Attachment A.
- 2.5.4. **Third Party Materials.** Instructor may include content created by third parties, as specified in Attachment A. Instructor shall provide University with written evidence that Instructor has obtained required Content Rights in third party materials (“Third Party Materials”), as requested by University.
- 2.6. **Development Assistance.** University shall provide assistance for the Development Product as described in Attachment A.
- 2.7. **Acceptance.** If Development Product is submitted by Instructor in a timely fashion, University shall have thirty (30) days to review. Development Product is considered accepted if University does not reject, or request changes to Development Product in that time. Instructor may be required to repay compensation already provided through cash payments or teaching load, as appropriate, at University’s discretion, if Development Product is rejected, or Instructor does not make requested changes to meet University standards.
- 2.8. **Adjustments and Accessibility.** Instructor shall make reasonable edits and adjustments to the Development Product if University determines that the Development Product does not meet applicable quality standards or terms of the Specification Form. Instructor shall make further reasonable edits and adjustments at University’s request for at least six (6) months after the Development Product is first offered, published, or distributed. University, with Instructor’s input if needed, may make adjustments to ensure: (i) accessibility for Learners with disabilities in compliance with applicable laws and regulations; (ii) proper translation into non-English languages.
- 2.9. **Updates.** At University’s discretion, Instructor may be offered opportunities to revise and update the Development Product after the Development Product has been accepted by University, and University may provide reasonable assistance for incorporating

revisions. All revisions and updates become part of the Development Product and are subject to the terms of this Agreement, and Instructor grants to University the same rights to all revisions and updates as with respect to the original Development Product. University will make reasonable efforts to use the Development Product as revised (each a “Revised Version”) in any new offerings after University has accepted the revisions. The University retains all of its rights to the original Development Product and all Revised Versions.

### 3. **Ownership and Use Rights.**

- 3.1. **Traditional Academic Copyright.** The Parties agree that the Development Product incorporates “traditional academic copyrightable works” as defined in Article III, Section 2(b) of the University’s *General Rules Concerning University Organization and Procedure* (“General Rules”). Instructor owns traditional academic copyrightable works when not subject to the ownership exceptions specified in the General Rules. University agrees that this Agreement does not transfer or will not transfer ownership of any traditional academic copyrightable works to University. Any questions related to University ownership of copyrighted materials should be directed to University’s Office of Technology Management (OTM), per General Rules Art. III, sections 7(c) and 7(l).
- 3.2. **Ownership and Use of Development Product.** The Parties agree the Development Product is created as a University duty or is otherwise commissioned by University (see General Rules, Article III, Sections 4 and 5). As such, Instructor agrees that University owns all right, title, and interest, including the copyright, in and to the Development Product, including the rights to use, reproduce, store, host, publicly display, make derivative works from, and distribute the Development Product in whole or in part, and Instructor assigns to University any copyright or other interest Instructor has or will acquire in the Development Product. Instructor also agrees that any traditional academic copyrightable works included in the Development Product are licensed to University on a non-exclusive, irrevocable, royalty-free, worldwide basis. Instructor may use the Development Product in other teaching and professional activities for the University. University agrees that Instructor may use the Development Product for non-University activity without University’s prior written consent, provided that: (i) such activity is in-classroom instruction of students enrolled in a degree-granting program at an accredited, non-profit educational institution that has employed or engaged Instructor as an instructor; (ii) Instructor includes an appropriate copyright notice identifying “The Board of Trustees of the University of Illinois” as the copyright owner in any display or distribution of the Development Product, or any material portion thereof; and (iii) Instructor will promptly respond to University’s reasonable inquiries regarding use of the Development Product. Absent University’s explicit written permission, Instructor is not authorized to offer the Development Product in an online format, without regard to whether enrollment is restricted or open. To the extent required, Instructor grants University a non-exclusive, irrevocable, royalty-free, worldwide license to Existing Content and Third Party Materials contained in the Development Product. Nothing in this section will restrict Instructor from using the Existing Content to create another online course in connection with another Institution or using their own resources.

- 3.3. **Instructor Name, Image, and Likeness.** Instructor grants University the right to use Instructor's name, image, likeness, and voice for all purposes associated with offering and distributing the Development Product.
- 3.4. **Use of Existing Content and Traditional Academic Copyrightable Works.** Instructor may continue to use Existing Content and the content of traditional academic copyrightable works owned by Instructor to teach, publish, present, and engage in other scholarly activities, consistent with University policies.
- 3.5. **Agreement for Guest Lecturers.** Instructor and any Guest Lecturers have executed Attachment C, "Agreement for Guest Lecturers," as needed.
4. **Compensation.** Instructor shall receive any compensation in the form of a stipend for development of the Development Product. Instructor shall not receive any compensation until both Parties have completed, approved, and executed all parts of this Agreement. Instructor agrees to refrain from: (i) Higher Education Act (HEA) restricted recruiting or admission activities related to success in securing student enrollments; and (ii) making decisions regarding the awarding of Title IV program funds in awarding financial aid. Any payments made to Instructor shall follow applicable University policies and guidelines, including but not limited to the University Statutes (Article IX, § 5) and the General Rules Concerning University Organization and Procedure (Article IV, § 1).
5. **Learner Data and Confidentiality.** If the Course is offered for credit by University, users are University Students, and their information shall be treated in accordance with applicable law, including but not limited to the Family Educational Rights & Privacy Act (FERPA).
6. **Release of Claims.** Instructor releases, discharges, and promises not to sue University or any entity to which University may grant any right, permission, or license authorized in this Agreement, from and against any and all claims, demands, costs and/or causes of action of any nature arising out of or in connection with the exercise of any rights granted, including, without limit, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy, or violation of any other rights relating to any Development Product content, to the extent allowable under law.
7. **Term and Termination.**
  - 7.1. **Term.** This Agreement remains in effect in perpetuity unless terminated by a Party.
  - 7.2. **Termination for Cause.** Either Party may terminate this Agreement upon written notice to the other Party of a material breach of this Agreement. A breaching Party shall have the earlier of sixty (60) days from the written notice, or the relevant development deadline, to cure the breach. Notwithstanding any other provision of this Agreement, Sections 3.1, 3.2, and 3.5 shall not survive termination if the termination is due to University's uncured material breach. However, if the Development Product has already been accepted by University, then University shall be permitted to offer or distribute the Development Product in perpetuity.

8. **Remedies.** A Party may seek monetary damages or specific performance under this Agreement, as permitted by applicable law. However, a Party must give written notice to the other Party of an alleged breach and at least sixty (60) days to attempt to cure before an adversarial action is initiated.

9. **Miscellaneous.**

9.1. This Agreement does not affect Instructor’s other responsibilities at University.

9.2. **Compliance.** The Parties will comply with all applicable laws, regulations, rules, and policies in performing this Agreement and in connection with the Course, including the Family Educational Rights and Privacy Act of 1974 (FERPA). If you learn or obtain confidential information about University Students as a result of this Agreement, you will not use that confidential information for any purpose other than your obligations regarding the Development Product, and you will not disclose that confidential information to any third person, without the University’s prior permission.

9.3. **Further Cooperation.** The Parties will reasonably cooperate to use the Development Product. Instructor shall execute and provide any further documentation or assurances reasonably requested to verify and effectuate the rights granted in this Agreement. Instructor will not incur any expense or be obligated to participate in teaching the Course.

9.4. **Governing Law.** This Agreement is governed by the laws of the State of Illinois, excluding its conflict of law’s provisions.

9.5. **Entire Agreement and Amendments.** This document and the stated attachments constitute the entirety of this Agreement and supersede any prior or contemporaneous understandings, discussions, negotiations or agreements, oral or written, about the Development Product. This Agreement may only be amended in writing and signed by both Parties. This Agreement cannot be signed until all Attachments are completed and signed.

9.6. **Surviving Terms.** All of the provisions of Sections 2, 3, 6, 7, 8, and 11, shall survive the termination or expiration of this Agreement.

This Agreement is legally binding effective as of the last day the Agreement is signed by Instructor and an authorized University signatory.

THE BOARD OF TRUSTEES OF  
THE UNIVERSITY OF ILLINOIS

[INSTRUCTOR NAME]

By: \_\_\_\_\_  
Name: Paul Ellinger  
Title: Interim Comptroller

\_\_\_\_\_  
Name:

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

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

**ATTACHMENT A  
Specification Form**

Instructor Name:

Department:

Course/Product Name:

Course Development Period:

Course/Product Description: [INSTRUCTOR FILL IN]

**1. Instructor** shall complete and provide the following:

**Faculty Professional Development training for asynchronous online course development and instruction (offered by CATE)**

**Learning Objectives.** Instructor agrees to be available to meet with an Instructional Designer (ID) during the Development Period to: (a) articulate learning objectives; (b) design video lessons; and (c) design assessments to ensure all learning objectives have been met by Learners.

**Video Lessons.** (as determined in consultation with Instructional Designer)

**Assessments.** Complete specifications for all assessments, which may include: (a) quiz questions, answer options, and explanations of right/wrong answers; (b) grading rubrics for staff-graded assignments; (c) complete prompts for written assignments and/or projects (d) specifications for autograded assignments sufficient for implementation; and (e) exam questions and answers.

**Learner Activities.** Complete specifications for all Learner activities, which may include: (a) homework questions, answer options, and explanations of right/wrong answers; and (b) in-class or out-of-class developmental activities.

**Electronic Text Book (if applicable).**

**2. Instructor** is including the following Existing Content owned by Instructor and/or *Third Party Material for which Instructor has secured appropriate rights, licenses, or permissions:*

**Existing Content:** [INSTRUCTOR FILL IN OR DELETE THIS TEXT]

**Third Party Materials:** [INSTRUCTOR FILL IN OR DELETE THIS TEXT] DEFINE!

**3. University** shall provide staff and resources for instructional design and video production.

**Required Approvals before executing the Development Agreement:**

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**Instructor Printed Name**

**Signature**

**Date**

Cc: Department Head / Chair