

**NEW ARTICLE**  
**ONLINE COURSE DEVELOPMENT**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF CONNECTICUT**  
**AND**  
**THE UNIVERSITY OF CONNECTICUT CHAPTER**  
**OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

This Memorandum of Agreement is entered into between the University of Connecticut ("University") and the University of Connecticut Chapter of the American Association of University Professors ("AAUP"), collectively the "Parties", on this 27th day of January, 2014.

- I. The Parties agree with regard to the development of online courses for extra compensation, as follows:
  - a. The attached *Online Course Development and Intellectual Property Agreement* ("Online Course Development Agreement") shall be in force until the expiration of the Parties' master collective bargaining agreement on ~~June 30, 2016~~ date.
    - i. In order for an AAUP bargaining unit member to receive extra compensation for development of an online course, ~~he/she must execute the~~ there must be a fully executed Online Course Development Agreement. Minimum compensation for developing an on-line course shall be five thousand dollars (\$5,000).
    - ii. The University acknowledges that the "right of first refusal" contained in the Online Course Development Agreement means that during each term or session, the developer shall be given the first opportunity to instruct additional online sections (subject to sufficient demand) of the course they developed under this agreement ~~all sections of the course to be taught using the course materials he/she developed,~~ provided that the teaching of such sections does not cause the developer to exceed his/her maximum earnings limitation (*i.e.* 12/12ths). If the developer declines to teach additional online sections of the course they developed under this agreement ~~the course or any section of the course,~~ or if the teaching of ~~an additional sections of the course~~ will cause the developer to exceed his/her maximum earnings limitation, the online course section-course materials developed under this agreement may be used and/or adapted by another instructor without ~~further~~ compensation to the developer.

iii. Nothing in this Agreement shall be construed as requiring the University to offer an online section of the course developed under this agreement course using the developer's materials during any term or session. The University reserves the right to enter into other online course development agreements to develop online sections of any course.

~~b. For team developed courses (e.g. courses developed by two or more AAUP bargaining unit members):~~

~~i. All members of the developing team shall be required to sign the Online Course Development Agreement~~

~~ii. The developing team shall reach an agreement regarding the allocation of compensation paid by the University for development of the course. The University reserves the right to determine the total compensation paid for development of the course.~~

~~iii. The developing team shall reach an agreement concerning the rotation or other schedule for the application of the "right of first refusal" to use the developed course materials described in the Online Course Development Agreement.~~

eb. The University agrees that it will not unilaterally license, sell or otherwise transfer to a third party course materials developed in accordance with this Agreement. Any licensing, sale or transfer of the course shall require written consent from the developer(s) and any authors of copyrighted works included in the course.

II. The Parties further agree that the teaching of an online course during the traditional academic year (e.g. Fall and Spring semesters) shall be considered part of the faculty member's workload.

**Tentative Approval**

\_\_\_\_\_  
AAUP

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
University of Connecticut

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

## **Online 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 UConn Policy on Online Instruction Intellectual Property ("Policy").

For consideration, Faculty Member agrees to develop [name of course] ("Course") for delivery online to enrolled UConn students.

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 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.

### **Ownership**

University agrees that Faculty Member has rights to his or her intellectual property, 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 work and will be credited and acknowledged in all University uses of the work.

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The Faculty Member retains the right to use the substantive content of the course materials, 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 the Course during the term and place 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 additional online sections (subject to sufficient demand) of the course they developed under this agreement ~~all sections of the course to be taught using the materials he/she developed~~, provided that the teaching of such sections does not cause the Faculty Member to exceed his/her maximum earnings limitation. If the Faculty Member declines to teach additional online sections of the course they developed under this agreement ~~the course or any section of the course~~, or if the teaching of an additional section of the course will cause the developer to exceed his/her maximum earnings limitation, the course may be taught, and 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; however, this list should not be considered to include all of the rights reserved to the University:

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 the course materials as a University instructional offering, and the right to use the course beyond the involvement of the original author/developer.

### **Quality, Clarity and Currency Assurance**

Faculty Member agrees to take full responsibility for

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1. the substantive and intellectual content of the course materials, both at the time of their production and in subsequent uses; Faculty Member agrees to deliver accurate and current information and content, using current best practices in online teaching and education.
2. maintaining the content for accuracy, currency, and clarity of presentation when the Faculty Member teaches this course at UConn.

For the University of Connecticut:

Faculty Member:

\_\_\_\_\_  
[Printed name]

\_\_\_\_\_  
[Printed name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Tentative Approval**

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AAUP

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Date

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University of Connecticut

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