

**THE UNIVERSITY OF TEXAS AT EL PASO
JOINT CREATION AND OWNERSHIP AGREEMENT**

This **Agreement** is made effective on the date of last signature by the Parties (“**Effective Date**”), by and the author of the course as identified in the signature of this Agreement (“**Author**”), (and if there is more than one author, then all of them collectively “**Author**”) and The University of Texas at El Paso (“**University**”). Both Author and UTEP are herein referred to individually as “**Party**”, or collectively, “**Parties**.”

Recitals

The Author and University shall each contribute copyrightable expression to educational course materials, targeted for first online offering in accordance with the University’s academic schedule and intend to be joint owners of the educational course materials anticipated to result from this collaboration (the “**Work**”). The Parties recognize that under The University of Texas System 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. All terms of the agreement apply except as amended in writing duly executed between the Author and the duly authorized representative of University. To express interest in amending the terms of this Agreement, please send an email to instructionaldesign@utep.edu.

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.**
 - a.** The Author will prepare and deliver to the University and/or its partner on or before 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.
 - b.** As part of this Agreement, the Author agrees that he/she will develop the designated online course with an instructional design team (“**Instructional Designer**”) at University’s Center for Instructional Design (“**CID**”) 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.

- c. 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.
 - d. The Author acknowledges that significant intermediate deadlines (“**Intermediate Deadlines**”) will be required to meet the Final Content Delivery Deadline.
 - e. 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, at its sole discretion, 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 and in accordance with University policies, rules and regulations.
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 at its sole discretion elect.
6. **AUTHOR’S WARRANTY; INDEMNITIES.**
- a. 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](#)) as well as all University policies, rules, regulations, and all applicable laws, 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.
 - b. 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.

- c. In cases where Author is found to have willfully, recklessly, or negligently violated the copyright of another, and University is unable to indemnify the Author under the Constitution and laws of the State 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.

- a. 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)
- Multimedia Production (where applicable)
- Programming (where applicable)
- Copyright Clearance (where applicable)

- b. 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)

c. The Parties do not anticipate commercial exploitation of the Work outside of the University; however, should such occur, the Parties shall share in any revenues from the commercialization of the Work outside of the University as follows: University will first recover its resource contribution in the amount of \$7,000 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).

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 CID and/or designated University Partner, with any additional payment for Author's effort, if available, 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.**

a. Provided the Author remains an employee at University, this Agreement shall remain in effect for seven (7) 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 applicable law.

b. 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) calendar days after receipt of written notice thereof, this Agreement shall terminate upon expiration of said sixty (60) calendar day period.

c. 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 corresponding Appendices, 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 Author and duly authorized representative of University.

12. **ELECTRONIC SIGNATURE.** By selecting " I have read the Joint Creation Ownership Agreement and agree to the terms and conditions therein"using any device, means or action, you **consent** to the legally binding terms and conditions of this Agreement. You further agree that your **signature** on this document (hereafter referred to as your "**E-Signature**") is as valid as if you signed the document in writing.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date of approval and E-Signature.

APPENDIX A ONLINE COURSE DEVELOPMENT GUIDELINES

The design and delivery of distance education at the University of Texas at El Paso (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.

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 University Instructional Designer 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 faculty review, disciplinary action and if applicable, as jointly determined by the Vice President for Academic Affairs and appropriate Dean.

The following are the responsibilities of the Center for Instructional Design 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 generate graphic assets, such as diagrams, flowcharts, slides, and short animations to help illustrate concepts presented;
- To evaluate the completed course with the Course Quality Rubric (CQual Rubric) and make recommendations that will allow the course to meet CQual standards;
- To continue instructional designer support through the first semester as a CID developed course;
- To provide training on use of the campus LMS and associated tools and techniques required for effective online instruction via open enrollment to face-to-face or online workshops, live webinars, and one-on-one meetings for advanced questions;
- To troubleshoot issues encountered by faculty and provide answers to pedagogical, technical, and procedural questions.

Online Course Development Agreement: Joint Ownership

Author may request in writing to amend this Agreement with regard to the joint ownership and use of the Work. Upon execution of said Amendment, the Parties expressly agree that except as established in The University of Texas System Rules and Regulations of the Board of Regents 90101 and applicable law, rules, or regulations, the University shall not use the Work and copy or reproduce such use of the Work for other educational courses and/or faculty within the University.

APPENDIX B

COURSE DEVELOPMENT WITH UTEP'S CENTER FOR INSTRUCTIONAL DESIGN

UTEP's Center for Instructional Design (CID) Course Development Process

Preparing to teach an online course for the first time includes the following:

1. Instructional Design Foundation
2. Course Development Process
3. Quality Control

Instructional Design Foundation

CID's instructional design team works jointly with the Author (faculty member) to successfully design and develop a course to be offered in a 100% online environment. The development timeline consists of approximately four (4) months, starting with the Online Course Development Proposal, to the development of course content, and ends with a rigorous quality and technical review.

An Instructional Designer or Partner's role in the development of a course, which is part of the Work under this Agreement, is to assist with course design using best practices for online delivery and to guide faculty on how to use the tools provided within the University's platforms (i.e., Blackboard).

Faculty members developing course content will provide course material including lessons, activities, and assessments and other obligations as established in this Agreement. The Instructional Designer or Partner assigned to the course will assist in the process of addressing student engagement, instructor presence, accessibility and ADA standards, and copyright compliance in accordance with the terms of this Agreement.

In subsequent semesters, an Instructional Designer shall be available to collaborate with minor updates to the course and may assist with transferring content over from the previous semester.

All course development should be complete two (2) weeks prior to the University's semester start to allow time for quality and technical reviews.

Course Development Process

Once assigned an Instructional Designer, their role in the development of the course is to assist with course design and layout using best practices for online delivery and to assist with the tools provided within the University's platforms (i.e. Blackboard).

As the subject matter expert, the Author provides the content, i.e. lessons, assessments, activities. The Instructional Designer will work with the Author to find ways to make content more engaging for students, as well as verify that the course materials meet standards of both copyright and ADA compliance.

In subsequent semesters, the Instructional Designer may assist Author with *minor* updates to the course. If needed, the Instructional Designer will help transfer over content from the previous semester to the new semester's course shell.

All course development should be complete at least two (2) weeks prior to the University's semester start to allow time for quality and technical reviews.

Quality Control

Once course development is complete, it will undergo two forms of quality review:

- Newly developed courses and courses that go through major redesign will undergo a course quality ([cQual Rubric](#)) review upon completion.
- [Technical reviews](#) are completed for every online course section each semester before the course start date.

Templates for Best Practices

The University has developed downloadable templates that will assist the Author and the University in providing the best educational experience for students while also following best practices for teaching online.

- [Course Map Template](#)
- [Course Syllabus Template](#)
- [Completed Course Syllabus Example](#) - Sample syllabus with detailed explanations in the margins. This syllabus is modeled using Rhetoric and Composition material, as well as required University policies, rules and regulations. Please use this as a guide when creating online syllabi. Customize the content and simply delete the comments in margin prior to use.
- [Course Calendar Template](#) - Sample calendar to be used as a template for the class schedule of assignments and related events. This is a stand-alone document and should not be added to the class syllabus (for increased usability and accessibility). Faculty are encouraged to schedule repeated assignments or assessments (like weekly discussion boards and quizzes) on the same day and time for consistency and reliability.