

Stephen F. Austin State University
Intellectual Property Rights Agreement
Distance Education

SFA Policy 9.4, Intellectual Property, provides that “[t]he university reserves the right to use for instructional and research purposes, without obligation to make payment thereof, any works created by employees or students during their periods of employment or attendance and revisions or derivations of such works.” Notwithstanding this limited license granted to the university, the policy also provides that “the university does not claim ownership of copyrightable intellectual property created by faculty during the normal course of their employment unless otherwise agreed in writing.” The purpose of this Agreement is to clearly define the ownership of the intellectual property described below.

Course Developer: _____

Campus ID (CID): _____

Course Prefix/Number: _____

Ownership of the Course and Course materials will be as follows:

- No Intellectual Property (Category 0)** – No intellectual property issues associated with distance education course.
- Course Developer Ownership (Category 1)** - Course Developer retains ownership rights subject to University’s license as described in Policy 9.4.
- Joint Work (Category 2.5)** – jointly owned by the Course Developer and University. Parties will execute a Joint Creation and Ownership Agreement.
- Work-for-Hire/University Ownership (Category 3)** – University maintains sole ownership rights. Course Developer acknowledges, agrees, and confirms that University has special ordered or commissioned from Course Developer the Course described herein and that no party other than Course Developer has rights, titles, or interests in the Course. Course Developer acknowledges that its services, including works on and contributions to the Course are rendered and made by Course Developer at the instigation of University; and all of Course Developer’s work and contributions are and at all times shall be regarded as “work made for hire”, as that term is used in the U.S. Copyright Act. Course Developer acknowledges and agrees that the Course (and all rights therein, including without limitation copyright) belong to and shall be the sole and exclusive property of University. If for any reason the Course would not be considered a work made for hire under applicable law, Course Developer hereby assigns, transfers, and conveys any and all rights, title, and interest to University, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. Course Developer further waives and agrees not to assert any moral rights, or the equivalent thereof, against the University with respect to Course. As the sole copyright holder of the Work, University maintains and asserts the rights to use, reproduce, incorporate, make derivative works from, and/or edit the Course in any form of medium, expression, or technology now known or hereafter developed, at any time within University’s discretion. Course Developer warrants and guarantees to University that the Course is original on his or her part, is not a derivative work of any other work, and is no way a violation or infringement of any copyright belonging to any third party. COURSE DEVELOPER SHALL INDEMNIFY, DEFEND AND

HOLD UNIVERSITY, ITS BOARD OF REGENTS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS HARMLESS AGAINST ANY LOSS, EXPENSE (INCLUDING ATTORNEY'S FEES AND ALL EXPENSES WHATSOEVER), OR DAMAGE OCCASIONED BY ANY CLAIM, DEMAND, SUIT, RECOVERY, OR SETTLEMENT ARISING OUT OF BREACH OR ALLEGED BREACH OF ANY OF THE WARRANTIES CONTAINED HEREIN OR ARISING OUT OF ANY OTHER FAILURE ON THE PART OF THE COURSE DEVELOPER TO FULFILL ANY OF ITS COVENANTS, PROMISES, REPRESENTATIONS, OR WARRANTIES CONTAINED IN THIS AGREEMENT.

In consideration for the above ownership agreement, University will provide Course Developer development compensation in the amount and/or form of: _____.

This Agreement, and to the extent a joint work is created the Joint Creation and Ownership Agreement, contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written, between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement. Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Nacogdoches County, Texas and governed by Texas law.

Course Developer

Unit Head

Date

Date

Center for Teaching and Learning

College Dean

Date

Date

Provost & VPAA

Date

For Joint Work or Work-for-Hire:

President

Date