



March 23, 2015

Enter Faculty or Graduate Student Name
Enter Department Name

Dear Dr. or Mr. /Ms. **Enter Last Name**:

This is to confirm the agreement between you, **enter UM Title**, and the University of Miami regarding the co- development of an online course on the subject of **Enter Description/Name of Course Here** (the “Course”). The terms and conditions are as follows:

1. Definition: For purposes of this document, the term “Course” refers to all or part of the Content (as defined in paragraph 2) that is developed by the faculty member named above, and as accepted by the University (as defined in paragraph 6).
2. The University is commissioning your services and expertise as subject matter expert (“Author”) or co-subject matter expert (“Co-Author”) to develop the Course. Upon Acceptance of the Course, as defined below, the University will own and hereby owns the copyright for the Course. Ownership of the copyright to the Course means that the University owns the rights to the Course in the manner you develop it, as tangibly expressed in online format, including all content, lectures, lecture notes, class handouts, and other such materials (collectively, the “Content”). The University, as the copyright holder, will have the perpetual and exclusive right to further copy, use, license, and distribute the work as the University chooses. Notwithstanding the foregoing, the University’s ownership of the Course and the copyright to the Course shall not include any materials identified in Exhibit “A” that you have developed or created prior to signing this agreement (“Prior Materials”). While you continue to own the Prior Materials, you hereby grant the University a non-revocable, royalty-free, non-exclusive license to use the Prior Materials in connection with the Course. This paragraph, in no way, abrogates the rights and privileges of the faculty member established in the Faculty Manual, with the exception of the copyrights as described in the Faculty Manual Patent and Copyright Policy. The intent of this paragraph is solely to grant the University ownership of and copyright to the Course and a license to use the Prior Materials.
3. While the University owns the copyright for the Course, as specified in paragraph 2, the University hereby grants you a non-revocable, royalty-free, non-exclusive license to use

the ideas, concepts and principles in the Course. Therefore, you may use the ideas, concepts and principles in the Course, or any portion thereof, for any class you teach at the University or elsewhere. However, only students who have registered and paid for the online course may have access to the Course online.

4. You agree to develop the Course in such a manner that other instructors with appropriate credentials and background can also teach the Course. The instructor of record for the Course will be designated at the University's sole discretion. You may or may not be the instructor of record.
5. In consideration for delivery of the Course and, where applicable, Prior Materials, in accordance with the provisions of this agreement, the University's **Enter School/College** shall pay you **Type out dollar amount in words, Type out numerical dollar amount** for preparing a three-credit course with all required course components as determined by the pertinent departmental and school/college guidelines. Such payments shall be made in the following installments: fifty percent (50%) shall be paid to you in the first pay period following signing of this agreement; and the remaining fifty percent (50%) shall be paid within thirty (30) days of the University's Acceptance of the Course, as defined below in paragraph 6.
6. "Acceptance of the Course" shall be defined, for purposes of this agreement, as the date upon which the University notifies Author of its final acceptance of the Course after the following has occurred: (i) Author provides Course content that meets all departmental and school/college requirements; and (ii) Author and the University have approved all substantive changes to the Course. Once these conditions have been satisfied, the University agrees, in good faith, to the timely Acceptance of the Course.
7. In the event the University requests any substantive revisions to the Course subsequent to Acceptance of the Course and subsequent to any revisions requested by the University pursuant to paragraph 12, below, your compensation in such event shall be agreed upon by the parties at such a time.
8. You agree, in good faith, to meet the schedule as negotiated for delivery of materials and information for development of the Course. If you are unable to meet that schedule and are unable to negotiate a schedule that complies with arrangements the University has made for the development of the Course, the University may, at its option, either negotiate a different schedule with you or terminate this agreement and obtain others' services to complete the Course.
9. In consideration of the University's obligations in this agreement, you represent that you have and will not willingly and/or knowingly plagiarize[d] materials while developing the Course or Prior Materials. You attest that to your knowledge: (i) you are either the sole owner or one of several owners of the Course or Prior Materials, or that you are the sole owner of certain content within the Course or Prior Materials (for purposes of this paragraph the term "Course" will refer to either the entire course or that certain portion or content within the course which you own), and you have full power and authority to convey all rights that are granted or assigned in this agreement,

and to make this agreement; (ii) the copyright to the Course or the Prior Materials have not previously been assigned nor the Course published elsewhere; (iii) neither the Course, Prior Materials nor any of their content knowingly and willfully infringes any copyright or violates any property rights of any other persons; (iv) to the extent the Course or Prior Materials incorporate copyrightable materials and work product developed by other persons, you have, or will attempt to procure, rights to such data and work, or prior to Acceptance of the Course, will inform the University or online development partner their need to procure such right; (v) you agree to inform the University of the originality of the work product connected to any revision you make to the Course; and (vi) the Course does not contain any libelous, defamatory, or unlawful material. These representations survive the expiration or termination of this agreement.

10. Where any representation, warranty, or statement in this agreement is expressed by the faculty member "to its knowledge", or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means the current, actual knowledge of the party, without the requirement to make any other inquiry or investigation.
11. In the event a faculty member is named as a defendant in a legal proceeding regarding a claim of copyright infringement, the University will provide the faculty member legal protection, representation, and indemnification in accordance with the University's Policy on Indemnification of Employees, Students, and Organizations.
12. After the Course Delivery Date of **enter date**, you agree to provide revisions to the Course within ninety (90) days upon the receipt of the reasonable written request from the University. In the event that you are unable or unwilling to provide a revision within ninety (90) days after the University has requested it, the University may have the revision made and charge the cost against sums due and owing to you as set forth herein, if any, and may display, in the revised Course and in advertising, the name of the person or persons who performed the revision.
13. You hereby authorize the University, its employees, consultants, or contractors to edit the Course and Prior Materials for style, usage, and online formatting; provided, however, that the University shall not be permitted to make substantive changes in the course without your express consent, which consent shall not be unreasonably withheld.
14. You agree that, as long as you are a faculty member and/or employee of the University, you will not, without prior written consent of the University, publish any online version of this Course, of a similar nature, which would interfere with enrollments or licensing of the Course covered by this agreement.
15. This agreement shall be construed and interpreted according to the laws of the State of Florida, without regard to its conflict of law principles. Any dispute under this

agreement shall be heard in a court of competent jurisdiction located in Miami-Dade County, Florida.

16. This agreement is the entire agreement between you and the University with regard to the subject matter hereof. No representations, understandings, or promises have been made or relied upon in the making of this agreement, other than those specifically set forth herein. This agreement may only be altered, modified, changed, amended or discharged in writing signed by both parties. To the extent of a conflict between the terms of this agreement and the Faculty Manual, the terms of this agreement shall control.
17. In the event that any provision of this agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other provision of this agreement.
18. This agreement is personal as to you and you may not assign, transfer, or delegate your duties hereunder, without the prior written consent of the University or any successor in interest or assign of the University with the exception of development by an online education provider (currently, Laureate Education Inc.) and the usual and customary assistance provided by teaching assistants and office support personnel.

If these terms are acceptable to you, please sign below to indicate your agreement and return to us as soon as possible.

We appreciate the opportunity to work with you on this project. Should you have any further questions, please do not hesitate to contact us.

Sincerely,

Dean Leonidas Bachas

Acknowledged, Accepted and Agreed by:

Faculty Member or Graduate Student:

Print Name:	Signature:	Date:
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For Graduate Students: Identify the Faculty Member with whom you are co-developing the Course. Such a Faculty Member must sign below confirming his role as a co-developer.

Print Name:	Signature:	Date:
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Department Chair or Director:

Print Name:	Signature:	Date:
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School or College Representative:

Print Name:	Signature:	Date:
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Exhibit A

The following materials were solely developed or created by the Author or Co-Author prior to executing this agreement and are licensed hereunder to the University on a non-revocable, royalty-free, non-exclusive basis.

Please check one:

None

Materials listed below

Click here to list materials