UCSC ONLINE EDUCATION COURSE AGREEMENT
FOR CROSS-CAMPUS ENROLLMENT COURSES

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ON BEHALF OF
THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ

AND

____________________________________________
(Name of Course Creator(s))
(If more than one Course Creator is listed, such parties will be referred to herein, collectively, as the “Course Creator”)

WHEREAS, The Regents of The University of California, on behalf of The University of California, Santa Cruz (“The Regents”) provides online education; and

WHEREAS, The Regents wishes to offer the course
___________________________________________ as online education (“Course”); and

WHEREAS, Faculty Course Creator __________________________ (“Course Creator”) wishes to:

• Create and Provide the Course and/or
• Provide the already extant Course; and
THEREFORE, the parties agree as follows as of the last date of execution shown below (the “Effective Date”):

1. Intellectual Property Ownership

1.1 To the extent that the Course under this Agreement includes any work of authorship entitled to protection under the copyright laws, the parties agree to the following provisions:

1.1.1 The Course Creator owns the portions of the Course created by him/her, in accordance with U.S. copyright law, the University Policy on Copyright Ownership and the University Policy on Ownership of Course Materials.

1.1.2 The Regents owns the portions of the Course created by it, in accordance with U.S. copyright law, the University Policy on Copyright Ownership, and the University Policy on Ownership of Course Materials.

1.1.3 As permitted under the University Policy on Ownership of Course Materials, Course Creator hereby grants to The Regents a non-exclusive, royalty free, fully paid-up, license to copy, distribute, perform, display, and create derivative works (as set forth in Section 2) of the Course in all mediums either now known or developed in the future, for the duration of the term of this agreement (as set forth in Section 4).

1.1.4 The Regents hereby grants the Course Creator a non-exclusive, royalty free, fully paid-up, license to copy, distribute, perform, display, and create derivative works of The Regents-owned portions of the Course, such as animations or logos created by staff or student employees or contractors of the University, in all mediums either now known or developed in the future for educational, non-profit purposes.

1.2 If the Course is created by more than one Course Creator, joint ownership will be governed in accordance with the University Policy on Copyright Ownership and the University Policy on Ownership of Course Materials.

2. Course Modifications

2.1 The Regents has an interest to ensure continued offerings of the Course as online education, and Course modifications or supplementation may be necessary for such continued offerings. Accordingly:

2.1.1 During the term of this agreement, the Course Creator has the first right to teach and to make modifications to the Course. When there is more than one Course Creator, the Creators should come to a mutually agreeable schedule of Course offerings in consultation with the Chair of the Course Sponsoring Agency.
2.1.2 The Course Sponsoring Agency has the option to offer the Course up to twice per academic year. If the Course Creator does not exercise his/her first right to teach and to make modifications to the Course, the Course Sponsoring Agency will have the right to assign other faculty members to teach these offerings of the Course in the given academic year. If the Course Sponsoring Agency wishes to offer the Course more than twice in an academic year, a written agreement between the Course Creator and Course Sponsoring Agency is required and must be attached as an exhibit to the signed Online Education Course Agreement.

2.1.3 If another faculty member is assigned to teach the Course, as per 2.1.2, the faculty member assigned to teach the Course will have the right to use and to make non-substantive changes to the Course as reasonably necessary for teaching the Course as assigned. Following the teaching by a different instructor, The Regents will make reasonable effort to return the Course to its original state.

2.1.4 Minor updates or modifications to the Course, not including substantive modifications to content, may be made at the discretion of The Regents at any time. Minor updates or modifications include, for example, those relating to Course accessibility, assessment, and Course compatibility with the offering platform technology.

2.2 Any modifications or supplementation of Course content, or creation of derivative works by or on behalf of The Regents beyond those described above in this Section 2 will be made only with the prior written consent of the Course Creator. The Regents and the Course Creator may elect to enter into a separate written agreement regarding any such additional modification or supplementation of Course content or creation of derivative works by The Regents.

2.3 The Regents will make reasonable efforts to address problems identified by the Course Creator regarding the Learning Management System on which the Course is hosted.

3. Payment

3.1 In the event that net revenues are generated and received by The Regents as a result of the offering of this Course, payment to the Course Creator will be negotiated at a future time.

4. Term and Termination

4.1 This Agreement shall remain in effect for three (3) years from the Effective Date, with an option to renew on one-year terms if both parties agree.

4.1.1 If no further agreements are made by the end of three years, the Regents agree to return the Course to the Course Creator in a useable form.
4.2 Termination: Either party may terminate this Agreement upon ninety (90) days’ prior written notice to the other party (see Section 9); provided however, that Course Creator shall not have the right to terminate as set forth in this Section 4.2 to the extent that an early termination would cause a violation of the terms and conditions of the program for which the Course is being used (e.g., ILTI’s RFP terms and conditions) or would subject the campus to loss of funds received or to be received in support of the Course.

5. Copyright Permissions

5.1 Course Creator will comply with the copyright clearance policies and practices of his/her academic department and campus in preparing the Course, and The Regents and the Course Creator shall work together, in good faith, to ensure compliance to the best of their ability with all applicable copyright laws, including the TEACH ACT and requirements for obtaining permissions with respect to copyright clearance. As part of the foregoing obligation to work together in good faith, The Regents and the Course Creator will agree in advance on the specific mechanism for offering of the Course (e.g., eligibility for enrollment in the Course and technological restrictions on online access to the Course), in recognition that such determinations may impact analysis of copyright issues and compliance with applicable copyright laws.

6. ADA Compliance

6.1 In designing the Course, Course Creator will make good faith efforts, in cooperation with The Regents, to comply with all ADA requirements, including but not limited to those relating to Course accessibility.

7. Course Creator Warranty and Release

7.1 Course Creator represents and warrants that in performing the services under this agreement:

7.1.1 The Course Creator will review the full Course prior to the first offering.

7.1.2 The Course will be the Course Creator’s original work, but may include material allowable under the fair use doctrine, and will not infringe upon any copyright or other proprietary rights of any other person or entity.

7.1.3 The Course will not violate the right of privacy or publicity of any other person or entity.

7.1.4 The Course will not contain libelous, defamatory or other unlawful material.
7.1.5 Course Creator is the original and sole author of the Course and has the full right, power and authority to grant the licenses contained herein to The Regents.

7.1.6 Course Creator hereby grants to The Regents permission to use Course Creator’s name, likeness, identity, voice, photographic or videographic image, and oral or recorded statements in connection with The Regents’ offering the Course and exercise of its rights as provided herein.

8. Indemnification

8.1 Only to the extent permitted by law and UC policy, Course Creator agrees to hold harmless and indemnify The Regents against any claim, demand, suit, action, proceeding, recovery, or expense of any nature whatsoever arising under this Agreement with respect to the Course Creator-owned portions of the Course (excluding non-Course Creator modifications), including (a) claims of infringement of copyrights or proprietary rights resulting from The Regents’ publication and distribution of the Course; (b) claims of libel, obscenity, unlawfulness, or invasion of privacy based on or arising out of any matter or thing contained in the Course as furnished by the Course Creator; or (c) any breach of the warranties set forth above.

8.2 The Regents shall indemnify Course Creator in accordance with The Regents’ obligations to Course Creator based on Course Creator’s status as an employee of The Regents.

9. Notice

9.1 Any notice or payment required to be given to either party must be sent to the respective address given below and is effective: (a) on the date of delivery if delivered in person, (b) five (5) days after mailing if mailed by first-class certified mail, postage paid, or (c) on the next business day if sent by overnight delivery. Either party may change its designated address by written notice to the other party.

Course Creator(s):

________________________________________
________________________________________
________________________________________
________________________________________
________________________________________
________________________________________
10. Miscellaneous

10.1 This Agreement is not binding upon the parties until it has been signed below on behalf of each party.

10.2 No amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by each party.

10.3 This Agreement and any exhibits to it embody the entire understanding of the parties and supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.

10.4 If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable as long as a party’s rights under this Agreement are not materially affected. In lieu of the unenforceable provision, the parties will substitute or add as part of this Agreement a provision that will be as similar as possible in economic and business objectives as was intended by the unenforceable provision.

10.5 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the parties will have the same legal validity as original signatures.

10.6 This Agreement is personal to Course Creator and is not assignable by Course Creator except with prior written consent of The Regents.

10.7 This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws principles that would result in the application of any law other than the laws of the State of California.
Agreed to by the parties as follows:

By: Vice Provost for Academic Affairs
    MS: Chancellor’s Office
    1156 High Street
    UC Santa Cruz
    Santa Cruz, CA 95064

____________________________________  __________________
Herbert Lee                      Date

By: Course Creator

____________________________________  __________________
(Course Creator)                  Date

A copy of this Agreement will be provided to Course Creator’s Dean:

____________________________________
____________________________________

A copy of this Agreement will be provided to Course Creator’s Chair:

____________________________________
____________________________________