

**DISTANCE LEARNING COURSE MATERIALS
OWNERSHIP AND USE AGREEMENT**

UNIVERSITY ADMINISTRATOR AGREEMENT

This Agreement is between the University and _____
("administrator author who also teaches"), an administrator currently employed by University of Detroit Mercy.

RECITALS

1. The University of Detroit Mercy (UDM or University) is supportive of administrator authorship and efforts to develop hybrid and online course(s). ("Distance Learning Works or DL Works").
2. The University desires to offer or increase its offerings of DL Works and seeks to encourage administrators who teach to create such courses.
3. The University and the administrator acknowledge University resources will be provided in the administrator's creation of DL Works and desire to agree on the ownership and use of such DL Works authored by administrators if such resources are ordinary or extraordinary University resources.
4. The rights of copyright ownership as stipulated in Appendix B of the 2008-2013 University of Detroit Professors' Union Agreement (UDMPU) between the University of Detroit Mercy and its full time McNichols Campus faculty is the standard for ownership and use of administrator authored works.
5. Although the University and administrator involved generally have a shared interest in the property rights of works involving extraordinary University resources, copyright ownership of works involving the use of extraordinary University resources and all derivative works created by an administrator author shall be owned by the University.
6. Whether a particular work is created through the use of extraordinary University resources is initially determined by the relevant dean, designee or director of the unit providing the extraordinary University resources prior to commitment of those resources, with final determination to be made by mutual agreement of the administrator author and the Provost.

The administrator author will create or is in the process of creating the following DL Works:

Describe DL Works: _____

In consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

- A. Works involving use of ordinary University resources

The administrator author has met with the Dean or his/her designee of the college/school where his/her administrative appointment resides and agrees the administrator author is or has used ordinary University resources in connection with the DL work. The administrator's copyright ownership of said work is as stipulated in the UDMPU faculty (2008-2013) Agreement, Appendix B/Copyright Policy.

B. Works involving use of extraordinary University resources

The administrator author has met with the Dean or his/her designee of the college/school where his/her administrative appointment resides and agree the administrator author is or has used extraordinary University resources in connection with the DL Works as the administrator author has or will (check one or more):

- Receive institutional funding or grants in support of the DL Works' creation including but not limited to payments to the administrator author in excess of the administrator's ordinary salary;
Describe compensation to be received: _____

- Potentially receive a reduction in office hours specifically to facilitate creation of the DL Work;
Describe office hour reduction, i.e. half day per week, etc. _____

- Extensive use of the services of instructional designer(s) to complete course design;
Describe nature of services: _____
- Describe or list additional University resources that are considered extraordinary used in creation of the DL Works, i.e. purchase of software, hardware:

C. License of DL Works

The University at its discretion may grant a non-exclusive non-transferable license to the administrator to use the DL Works involving extraordinary University resources for external purposes, provided that if use of the work by the administrator author generates income the license may provide that:

- (a) the administrator author shall reimburse the University for the substantial resources provided the author, or
- (b) the administrator author shall share income from such commercialization with the University.

License of a DL work agreement will be finalized in a separate written agreement between the University and the administrator author.

D. Faculty author and the University will enter into an agreement to license the DL Works and establish all other terms of use and compensation on a case by case basis.

E. Sponsored or Externally Contracted Work

Ownership of the copyright shall be determined in accordance with the applicable terms of the SRA or funding agreement for the creation of DL Work sponsored under a Sponsored Research Agreement (SRA), grant or contract and is Sponsored Work

F. Amendments

The written provisions contained in this Agreement constitute the sole and entire agreement made between the administrator author and the University concerning this DL Work, and any amendments to this Agreement shall not be valid unless made in writing and signed by both parties.

G. Construction, Binding Effect, and Assignment

This Agreement shall be construed and interpreted according to the laws of the State of Michigan and shall be binding upon the parties, their heirs, successors, assigns and personal representatives; and references to the administrator author and to the University shall include their respective heirs, successors, assigns, and personal representatives.

This Agreement applies to anyone engaged in academic pursuit at UDM, including both full-time and part-time administrators currently employed at UDM.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates written below with the intent to be legally bound hereby.

UNIVERSITY OF DETROIT MERCY

ADMINISTRATOR AUTHOR

By: _____

By: _____

Dean of : _____
(College/School/Unit)

[print name]: _____

Date: _____

Date: _____

UNIVERSITY OF DETROIT MERCY

By : _____

Title: _____

Date: _____

Approved ALT 9/13/12