

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

**AGREEMENT**

This Agreement is between the University and \_\_\_\_\_ (“faculty author”), a faculty member<sup>1</sup> currently employed by University of Detroit Mercy.

**RECITALS**

1. The University of Detroit Mercy (UDM or University) is supportive of faculty authorship and efforts to develop hybrid and online course, certificate, minor, and degree programs (“Distance Learning Works or DL Works”).
2. The University desires to offer or increase its offerings of DL Works and seeks to encourage its faculty members to create such courses.
3. The University and the faculty member acknowledge University resources will be provided in the faculty member’s creation of DL Works and desire to agree on the ownership and use of such DL Works authored by faculty members if such resources are ordinary or extraordinary University resources.
4. The 2008-2013 University of Detroit Professors’ Union Agreement (UDMPU) between the University of Detroit Mercy and its full time McNichols Campus faculty, addresses ownership and use of faculty authored works in Appendix B, the Copyright Policy of the University, attached to this Agreement. (“Copyright Policy”).
5. Although the University and faculty members 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 a faculty 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 faculty author and the University.

The faculty author has created or is in the process of creating the following DL Works:

Describe DL Works: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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<sup>1</sup> UDMPU and non UDMPU faculty members

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

B. Works involving use of extraordinary University resources

The faculty author has met with the Dean or his/her designee of the college or school where his/her primary appointment resides and agree the faculty author is or has used extraordinary University resources in connection with the DL Works as the faculty 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 faculty author in excess of the faculty author's ordinary salary;  
Describe compensation to be received: \_\_\_\_\_  
\_\_\_\_\_
- Receive a reduction in faculty workload specifically to facilitate creation of the DL Works;  
Describe workload reduction, i.e. one term, two terms, 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 following, if applicable, will be memorialized in a separate written agreement between the University and faculty author .]

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

- (a) the faculty author shall reimburse the University for the substantial resources provided the author, or

(b) the faculty author shall share income from such commercialization with the University.

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

F. Amendments

The written provisions contained in this Agreement constitute the sole and entire agreement made between the faculty 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 faculty 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 UDMPU and non UDMPU faculty 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

FACULTY AUTHOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Dean of : \_\_\_\_\_  
(College/School/Unit)

[print name]: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

UDM PROFESSORS' UNION

By: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Non UDMPU need not obtain a UDMPU signature