

Requesting Department: \_\_\_\_\_

Dept. Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

## University of North Texas

### Category IV

#### *Electronically Developed Course Materials*

#### *Intellectual Property Agreement (rev. 8/28/08)*

**Transmittal Form** (Please leave attached to Cover Sheet and IP Agreement.) The attached materials should be transmitted in the following order with the date it was forwarded noted:

1. Faculty Member(s) and Department Chair create the document.
2. Department Chair signs Cover Sheet and Faculty Member signs last page of agreement.  
Documents transmitted to Dean's Office. Name: \_\_\_\_\_  
Date sent \_\_\_\_\_ Signature \_\_\_\_\_
3. Dean reviews and signs last page of agreement. Transmits to Director, CLEAR.  
Date sent \_\_\_\_\_ Name: \_\_\_\_\_
4. Director, CLEAR (or designee) reviews and signs cover page. Transmits to Assistant General Counsel.  
Date sent \_\_\_\_\_ Initials: \_\_\_\_\_
5. Assistant General Counsel reviews and signs cover page. Transmits to Vice President for Finance and Administration. Name: \_\_\_\_\_  
Date sent \_\_\_\_\_ Signature \_\_\_\_\_
6. Vice President for Finance and Administration reviews and signs last page of agreement.  
Transmits to Provost. Name: \_\_\_\_\_  
Date sent \_\_\_\_\_ Signature: \_\_\_\_\_
7. Director, CLEAR (or designee) reviews and signs last page of agreement. The original is scanned, uploaded to an online database and an email notification is sent to the faculty author, department chair and dean. The original is then sent to the Author.  
Date Received by CLEAR \_\_\_\_\_

# University of North Texas

## Electronically Developed Course Materials Intellectual Property Agreement Cover Sheet

Note to author(s): It is a good idea to consult with your department chair and complete the Intellectual Property Worksheet at the early stages of this process. In addition, the Director of the Center for Learning Enhancement, Assessment, and Redesign at UNT is available to answer procedural questions. Legal questions will be referred to UNT Counsel. **It is important that you follow the order of routing on the transmittal sheet preceding this page. Please acquire signatures in the order indicated to ensure accurate processing of this document.**

**Course Number and Title:**

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**Author(s) and Emplid(s):**

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**Required Signatures:**

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Department Chair Name *Please print your name.*

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Department Chair Signature

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Date

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Director, CLEAR (or designee) Signature

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Date

***Please attach this sheet with required signatures to your  
Intellectual Property Agreement.***

## ***LICENSE AGREEMENT FOR CATEGORY IV***

This License Agreement ("Agreement") is made effective as of \_\_\_\_\_ by and between \_\_\_\_\_, (hereinafter referred to as "Author"), and the University of North Texas (hereinafter referred to as "University").

This license agreement pertains to the electronically developed materials in the course entitled \_\_\_\_\_.

The parties agree as follows:

To be bound by all of the terms in the University of North Texas Policy on the Creation, Use, Ownership, Royalties, Revision, and Distribution of Electronically Developed Course Materials as adopted by the Board of Regents on February 11, 2000. The parties further agree as follows:

1. **Policy Category:** The course fits within Category IV of the Policy.
2. **Copyright:** The intellectual property is owned by the University.
3. **Educational Use Right:** The University of North Texas has an exclusive educational right to use the work as part of UNT course delivery including both credit and non-credit courses.
4. **Commercial Use Right:** The University has an exclusive commercial right to market the course outside the University.
5. **Transfer of Rights.** The University shall have exclusive rights to assign the contracts.
6. **Entire Agreement.** This Agreement and the applicable UNT policy contain the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
7. **Amendment.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.
8. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
9. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
10. **Venue.** The parties herein agree that this contract shall be enforceable in Denton, Texas, and if legal action is necessary to enforce it, exclusive venue shall be in Denton County, Texas.
11. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Texas.
12. **Alternative Dispute Resolution.** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by Author to attempt to solve all its

disputes arising under the Agreement. This provision does not apply if the author is an employee of an institution of the State of Texas.

Author:

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

School or College: \_\_\_\_\_

By: \_\_\_\_\_  
Dean or Director *Please print and sign your name.*

By: \_\_\_\_\_  
Vice President for Finance and Administration *Please print and sign your name.*

By: \_\_\_\_\_  
Director, CLEAR (or designee) *Please sign your name.*