

Requesting Department: _____

Dept. Contact Person: _____

Phone: _____

University of North Texas

Category II

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:

Author(s) and Emplid(s):

Required Signatures:

Department Chair Name *Please print your name.*

Department Chair Signature

Date

Director, CLEAR (or designee) Signature

Date

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

LICENSE AGREEMENT FOR CATEGORY II

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 II of the Policy.
2. **Copyright:** The intellectual property is owned by the Author.
3. **Educational License:** The University of North Texas has a non-exclusive educational license to use the work as part of UNT course delivery including both credit and non-credit courses. If the University uses the work in a course not taught by the Author, then the University will compensate the author at a rate of ____% of the State-mandated tuition or the equivalent amount of the Out of State Teaching Fee paid by each distributed learning student in that class. The compensation will be paid at the end of each long semester or summer as applicable. With each compensation payment, the School or College will submit to the Author a written report that sets forth the calculation of the amount of the compensation payment. In case of multiple authors, the authors will share their percent royalty as follows:
 - a. ____% to _____
 - b. ____% to _____
 - c. ____% to _____
4. **Commercial License:** The Author has the exclusive right to market the course outside the University. (Or, if applicable) The Author grants the University a non-exclusive commercial license to market the course outside the University. The University and the Author will share the royalty as follows: ____ % to Author and ____% to the University. In case of multiple authors, the authors will share their percent royalty as follows:
 - a. ____% to _____
 - b. ____% to _____
 - c. ____% to _____
5. **Transfer of Rights.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

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.*