LICENSE AGREEMENT

FOR CATEGORY B - UNIVERSITY HELD

This License Agreement ("License") constitutes the Online Courseware Intellectual Property Agreement in compliance with UNT Policy 06.032, *Online Courseware Intellectual Property*. Faculty Member/Author consultation with the Department Chair is advised, and CLEAR is available to answer procedural questions; legal questions should be referred to UNT System Office of General Counsel.

Requesting Dept:

This License Agreement ("License") is between the University of North Texas ("UNT") and ("Author(s)") below, and pertains to the online courseware in the course specified below:

Author:

EMPL ID:

Course Title:

Course Number:

Effective Date:

The parties agree to be bound by all of the terms in UNT Policy 06.032, and further agree as follows:

- 1. Policy Category. The online courseware fits within Category B of the Policy.
- 2. Copyright. The intellectual property is owned by UNT.
- **3.** Educational License. UNT has an exclusive educational license to use the work as part of UNT course delivery including both credit and non-credit courses.
- 4. Commercial License. UNT has an exclusive commercial license to market the course outside UNT.
- 5. Compensation. The Author may receive compensation or adjustment to faculty workload for the initial creation of the courseware and for subsequent maintenance and updating of the courseware.
- 6. Transfer of Rights. This License shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this License to any other party, unless the prior written consent of the other party is obtained.

- 7. Entire Agreement. This License 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 License supersedes any prior written or oral agreements between the parties.
- 8. Amendment. Any amendment(s) must be in writing and signed by both parties.
- **9. Severability.** If any provision of this License shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- **10.** Waiver of Contractual Right. The failure of either party to enforce any provision of this License 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 License.
- **11. Governing Law; Venue.** This contract shall be governed by and construed in accordance with the laws of the State of Texas, with exclusive venue in Denton County, Texas.
- **12. Dispute Resolution.** If Chapter 2260 of the Texas Government Code applies to this License, then the statutory dispute resolution process must be used by Author to attempt to solve all its disputes arising under this License. This provision does not apply if the Author is an employee of an institution of the State of Texas.

IN WITNESS WHEROF, the parties hereto have executed this License.

Author	
Department Chair (or Dean if Chair is Author)	
Dean (or Provost if Dean is Author)	
Director, CLEAR (or designee)	

