

Draft Letter Agreement for online course with full-time faculty

Date

[Name and Address]

Dear Professor [Name]:

This letter reflects the terms agreed between you and the University for your creation of an interactive, electronic online course [name of course] ("Course") for [Name of Program]. The specific scope of work, deliverables, timeline and payment schedule, as applicable, of the Course are detailed in Exhibit 1 to this Agreement.

1. You will develop the Course so that it can first be offered in [Semester, year]. This means that Program must receive one half all materials related to the Course no later than [Date] which shall include, but by no means be restricted to, a syllabus. All materials in their final form must be delivered to the Program no later than [Date]. Please send all materials in electronic format and include source code, as applicable.
2. You will determine what materials to submit for the Course except as may be provided for in Section 3, but you will reasonably cooperate with Program to assist Program to provide Course in an online format. You acknowledge that your responsibilities pursuant to this Agreement as Creator of the Course will include developing any additions, improvements and/or emendations the University deems necessary to develop a successful online course. These responsibilities shall potentially extend for the entire semester that the Course is first offered.
3. You warrant that all materials that you use in the Course are either your own original work or work of third parties for which you have the proper permissions to use for all purposes relevant to providing this Course in an online format, including, but not limited to, using such third party materials for multiple sections of Course for multiple years and to stream said materials to all students enrolled in Course. If there are any restrictions on your use of third party materials please inform Program so that it may determine whether such materials can be used in the Course. All permissions to use third party materials should be in writing and filed with Program.
4. You will cooperate and assist Program with the defense of any and all claims that arise from Program's use of materials.

5. In consideration for your time and effort in creating Course you will receive [form of compensation]. Any such payment will be: (a) contingent on development of a Course that the Program, in its sole discretion, deems satisfactory to be offered as a Program course: (b) in accordance with any payment schedule described in Exhibit A. The Program reserves the final right to approve the Course and to determine if it will be offered by Program.
6. You will, consistent with Rutgers' copyright policy, own the copyright to all materials which you created that you use in the Course, whether such materials were created prior to, or during, the development of the Course. However, you hereby grant to Rutgers, The State University of New Jersey on behalf of Program, a perpetual, royalty-free, paid up, non-exclusive license to use Course and all Course materials for its educational purposes. Due to the particular requirements of an online program, this license specifically includes the right to have the course taught by others and to modify and/or amend the syllabus or the Course materials as it deems necessary. You will be appropriately acknowledged as the developer of the Course. Nothing in this Agreement is to be construed as prohibiting you from developing similar courses or using the Course materials in your research and teaching.
7. This Agreement shall be governed by the laws of the State of New Jersey and may not be amended except by written permission of the parties.

By signing below, the undersigned certifies that he/she has read, understands and agrees to the terms of this Agreement as outlined above and in Exhibit A.

BY _____ Date _____

Exhibit A