

Campus Course Development Agreements That Relinquish Faculty Copyright Ownership: Know What You Are Signing

As online education expands, some campuses are increasing their efforts to have faculty create courses that will become the intellectual property of the campus. SUNY institutions can do this through work-for-hire agreements if the individual employee **signs the agreement**. Such agreements are generally labeled as *Course Development Agreements* or *Extra Service Agreements*, but campuses may use different terminology. All work-for-hire agreements must be written with a signature line, whereby the owner of the work understands that they are surrendering their copyright to the work.

While some employees may willingly and knowingly agree to transfer their intellectual property rights in exchange for a fee, UUP is increasingly concerned about campuses presenting such course agreements without full disclosure of their implications and without providing the employee the possibility of

Campus actions as remote education expands:

New threats to faculty Intellectual Property Rights

discussing alternative agreements. For example, it may be preferable to develop a “**licensing agreement**” that identifies a course the campus wants developed and specifies conditions for campus use of the course without relinquishing faculty intellectual property rights.

Payment of extra-service compensation for course development does not, in and of itself, constitute a work-for-hire agreement that relinquishes intellectual property rights. The exact language in the full agreement is what matters.

Consult with your UUP chapter if you are presented with a course development agreement to sign and do not fully understand the answers to the following questions:

- Are you being paid extra service for your time only, or is the extra-service compensation meant to be a payment in exchange for your intellectual property rights?
- Are you being asked to sign a work-for-hire agreement that takes your intellectual property rights away?
- Is the agreement you’re asked to sign a licensing agreement that allows the campus to use your course materials in specific ways, but does not remove your intellectual property rights? If it is a licensing agreement, are the terms of the license you’re granting reasonable? How long is the licensing agreement in effect?



SPECIAL BULLETIN

Sample Course Agreement Language that Takes Away Your Intellectual Property Rights

If you are asked to sign a course development agreement (or extra-service agreement) that includes language such as the following, you are likely to be relinquishing your intellectual property rights. Note that the exact language may vary, so consult your UUP chapter office for assistance.

The Work shall be a “work made for hire” owned by [College Name] and [College Name] has the right to publish the Work (in whole or in part) without copyright or to copyright the Work in [College Name] own name. Without limitation, [College Name] may publish, distribute, store, broadcast, display, perform or otherwise use the Work (including derivative works), in whole or in part, in any form or format, tangible or intangible, known or unknown, for any purpose whatsoever.

The services will be performed by me and any Work will be my original work and will not violate or infringe upon the intellectual property rights of any third party.

[College Name] is not required to publish the Work or offer any courses incorporating the Work. I do not have the right to teach any course created or developed from the Work. [College Name] has the right to hire or permit other faculty members to teach any course incorporating the Work, in whole or in part.

Without limitation, [College Name] may edit, revise, shorten, lengthen, divide, create derivative works, or otherwise change the Work, in whole or in part, without my permission.

In the absence of a written work-for-hire agreement that the employee voluntarily signs, copyright ownership of course materials vests in the individual faculty member.

Campuses can establish work-for-hire arrangements if employees sign a written waiver surrendering ownership of their work.

While faculty can waive their rights, administrations cannot obtain rights without an individual’s written consent.

Contact UUP if you are presented with a work-for-hire or waiver form and are told you must sign it.

For more details, see UUP’s *Copyright and Intellectual Property: Your Rights as a SUNY Employee* at <https://uupinfo.org/reports/reportpdf/IntellectualProperty.pdf>



For more information or guidance, contact:
Vice President for Academics Jamie Dangler
at jdangler@uupmail.org or at 1-800-342-4206