

Online Course Development Agreement (Credit-bearing Courses)
October 13, 2025

This Agreement ("Agreement") is entered into by and between on the one hand The Regents of the University of California, on behalf of the University of California, San Diego campus ("University") and the following persons (collectively "Course Creator"):

Course Creator 1 _____
Course Creator 2 _____
Course Creator 3 _____

Recitals

Course Creator desires to create an online credit-bearing course for distribution through the University.

The University is interested in the [development/maintenance] of an online credit-bearing course to further its educational and instructional objectives.

Therefore, Course Creator and the University agree to the following terms and conditions.

I. Definitions

- A. Course – An educational offering provided by the San Diego campus of the University of California. For the purposes of this Agreement, "Course" shall mean [Course Number, Course Title]. [Course description].
- B. Course Creator – The individual or individuals identified at that beginning of this Agreement.
- C. University – The Regents of the University of California.
- D. Department – Academic unit (School, Department, College, Interdisciplinary Program) administering the Course.
- E. Academic Senate – The San Diego Division of the UC Academic Senate.
- F. Credit-bearing Course – An educational course for which students can earn academic credit upon successful completion, in accordance with Senate Regulations of the University of California Academic Senate, as amended from time to time. Academic credit counts toward academic progress, such as fulfilling degree requirements or prerequisites for other courses.
- G. Distance Education Course -- A course will be considered a Distance Education Course if (for some or all students) less than 50% of student-instructor interaction time will occur face-to-face (meaning physically in the same room). Credit-bearing distance education courses are governed by the Academic Senate's Policy on Distance Education Courses, as amended from time to time.
- H. Online Course – A course where the primary instruction contact hours (e.g. lecture, discussion) take place online. The format of the course may be synchronous, asynchronous, or both. An Online Course is a type of Distance Education Course.

- I. Course Development Incentive – Financial compensation provided by the University to the Course Creator or their Department to incentivize the development or maintenance of a Distance Education Course.
- J. Course Materials – Materials provided by the Course Creator to be used in connection with the Course. By way of example, Course Materials may include lecture notes, syllabi, study guides, homework assignments, assessment tools (e.g. tests and quizzes), bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software.
- K. Course Recordings – Audio, visual, or audio-visual recordings that provide instructional material associated with the Course.

II. Responsibilities

A. Course Creator

- 1. Course Creator will produce educational Course Materials and Course Recordings for an Online Course that are of high production and technical quality and meet accessibility standards. Course Creator will deliver the Course Materials and Course Recordings in accordance with the timeline set forth in Exhibit A. If Course Creator fails to deliver the Course on time, the University, at its option, may either (i) extend the license provided in Section IV.B by one academic quarter for a delay of less than 60 days or two academic quarters for a delay greater than 60 days or (ii) void this agreement, in which case Course Creator will refund in full all payments made by the University to Course Creator under this agreement within 30 days or such other time period as University and Course Creator may agree in writing.
- 2. Course Creator agrees to complete any required training, to follow guidelines for developing quality online products and in the use of the learning management system (LMS) (if needed), and to ensure adequate training for Course instructional assistants (IAs).
- 3. Course Creator represents and warrants all of the following:
 - a) The Course Materials will be Course Creator's original work or Course Creator will have secured all necessary rights and permissions from all other persons who have contributed to the Course or the Course Materials before submitting the Course Materials.
 - b) The Course Materials will not violate the right of privacy or publicity or infringe upon any copyright or other proprietary rights of any other person.
 - c) The Course Materials will not contain defamatory or other unlawful material.
 - d) Course Creator has the full right, power, and authority to grant the license contained herein and has exercised reasonable diligence to ensure that the Course and Course Materials do not violate the rights of third parties.

- e) Course Creator and the Department have agreed that the Course Materials may be used for the fixed length of time specified in Exhibit A.

B. University

1. The University will provide support for Course Creator to produce the Course Materials and Course Recordings as provided in Exhibit A.
2. The University reserves the right to comment on the Course's technical and production quality and on the accessibility of the Course Materials and Course Recordings. Course Creator will implement the University's comments, unless Course Creator disagrees with the University's comments, in which case Course Creator or the University may submit the disagreement to the Senate Administration Committee on Distance Education (CODE) (or such other committee as determined by the Academic Senate) which will review the Course Materials and determine if the materials meet production and technical quality standards and accessibility standards. The University and Course Creator agree to be bound by CODE's decision. If the Course Materials or Course Recordings are not deemed to be of sufficient production or technical quality or do not meet accessibility standards, CODE will advise Course Creator and Course Creator will make revisions in accordance with CODE's directions.
3. If, after Course Creator has had a reasonable opportunity to make the revisions directed by CODE, the Course Materials or Course Recordings are still determined by CODE to be deficient, the University may void this agreement by providing written notice to Course Creator, in which case Course Creator will refund in full all payments made by the University to Course Creator under this agreement within 30 days or such other time period as Course Creator and the University may agree in writing and thereafter both the University and Course Creator shall be released from any further obligations under this agreement.
4. For avoidance of doubt, technical and production quality and the accessibility of Course Materials are distinct from the academic merit of the Course Materials, the review of which is reserved to the Academic Senate in accordance with its established procedures.

III. The Course Development Incentive

- A. The University will provide Course Creator one-time compensation as set forth in Exhibit A of this Agreement (the Course Development Incentive). The Course Development Incentive provided in Exhibit A represents the sole compensation owed by the University to Course Creator for Course Creator's work in connection with this agreement and with the license granted herein.
- B. The Course Development Incentive does not constitute any adjustments with respect to Course Creator's workload, course enrollments, teaching evaluations, or teaching credit for purposes of review, promotion, tenure, and other employment duties at the University beyond what is explicitly stated in Exhibit A.

- C. The Course Development Incentive will not be considered Covered Compensation for purposes of the UC Retirement Plan or be used in the calculation of any other University benefits.
- D. The University may withhold all applicable taxes from the Course Development Incentive and may report to tax authorities payments to Course Creator as the University deems necessary or appropriate.

IV. Intellectual Property

- A. As between the University and Course Creator, Course Creator will own the copyright in the Course Materials to the extent authorized by University policy and U.S. copyright law. If the Course Materials are created jointly by a group of faculty, each member of the group will jointly own the copyright, unless they otherwise agree among themselves in writing. The University will own the copyright in the Course Recordings. Except as necessary for the University to exercise its rights under this agreement, Course Creator retains all rights to materials created prior to developing the online course.
- B. Course Creator hereby grants the University an irrevocable and exclusive license to use the Course Materials for pedagogical purposes by UC San Diego for the period stated in Exhibit A.
- C. Course Creator hereby grants the University an irrevocable and exclusive license to use the Course Materials for pedagogical purposes outside UC San Diego for the period stated in Exhibit A, only if agreed upon by UC San Diego in a written agreement.
- D. Course Creator hereby grants to the University a non-exclusive worldwide right to use, and to authorize others to use, Course Creator's name, voice, image or likeness (whether still, photograph, or video) in connection with the University's exercise of the rights provided in this Agreement and to promote, market, or advertise the Course and other University offerings for so long as the license to the University referenced in Section IV.B remains in effect.
- E. Course Creator reserves the right to re-use Course Materials in classes taught by Course Creator, including classes taught at the University and other colleges or universities; provided however, Course Creator may not undertake teaching or other professional work outside of the University unless that work fully complies with all applicable University policies, including the policies on conflict of commitment specified in Academic Personnel Manual 025 and 671.

V. Course Modifications and Discontinuation

- A. Course Modifications
 - 1. Routine, basic revisions and corrections of errors or other defects in the Course Materials or Course Recordings may be undertaken by the Course Creator or the Department.

2. For the duration of the license provided in Section IV.B of this Agreement, if the Department decides to substantively update the educational content of the Course by making changes to the Course Materials, and if at that time the original Course Creator holds an active academic appointment (recalled emeriti faculty included) with the San Diego campus of the University, the University will offer the original Course Creator an opportunity to make the revisions, updates, or modifications in exchange for an additional Course Development Incentive to be negotiated and mutually agreed upon by both the University and the original Course Creator.
 3. For the duration of the license provided in Section IV.B of this Agreement, if the original Course Creator does not at that time hold an active faculty appointment (recalled emeriti faculty included) with the San Diego campus of the University, the University may ask another faculty member to make the revisions, updates, or modifications. If modifications are made by someone other than the original Course Creator, the original Course Creator will own no rights to the revised, updated, or otherwise modified materials.
- B. Option Not to Distribute and Discontinuation. Nothing in this Agreement obligates the Department to offer any particular course or to make use of the Course Materials or Course Recordings. The University may discontinue any course at any time in accordance with its normal processes.

VI. Other Terms

- A. Waiver of Moral Rights. To the greatest extent permitted by law, Course Creator hereby irrevocably waives all moral rights (including the rights set forth in Section 106A of the Copyright Act) and similar rights that Course Creator may have in the Course, Course Materials, or Course Recordings.
- B. Counterparts. This Agreement may be executed in counterparts. A copy of the Agreement is as admissible as the original in any legal or other official proceeding.
- C. Opportunity for Review. Course Creator acknowledges that Course Creator has had an opportunity to discuss this document with legal counsel or other representative of Course Creator's own choosing and has done so to the extent Course Creator considers necessary.
- D. Modifications in Writing Only. This document may not be modified except by written amendment, characterized as such, and signed by the parties.
- E. California Law. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law. The exclusive jurisdiction and venue for disputes arising under or related to this Agreement will be the state courts in San Diego County, California.
- F. Binding Effect. This Agreement shall bind the heirs, personal representatives, successors, and assigns of each party, and inure to the benefit of each party, its heirs, successors, and assigns.

- G. No Waiver. The waiver by either Party of a breach of or a default under any provision of this Agreement, shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.
- H. Interpretation; Construction. The paragraph headings contained in this Agreement are for convenience only and shall not be used when interpreting this Agreement.
- I. Entire Agreement. The parties declare and represent that no promise, inducement, or agreement not discussed in this document has been made between the parties and that this document and Exhibit A attached hereto contain the entire expression of agreement between the parties on the subjects addressed herein. No amendment or modification to this Agreement will be valid or binding unless made in writing and signed by the party to be charged.
- J. Severability. The provisions of this Agreement are severable and, if part of it is ever found to be invalid or unenforceable, in whole or in part, the invalid or unenforceable part shall be deemed deleted, and the remainder of this Agreement shall remain fully valid and enforceable.
- K. Notices. All notices that may or are required to be sent under this Agreement must be sent, if to the University, Executive Vice Chancellor, University of California, San Diego, 9500 Gilman Drive, Mail Code 0001, La Jolla, CA 92093-0001, and if to Course Creator, [Street Address], [City], [State], [Zip].

VII. Effective Date

The Effective Date of this Agreement is the date last signed below.

_____	_____	_____
<i>Name of Course Creator 1</i>	<i>Signature Course Creator 1</i>	<i>Date</i>
_____	_____	_____
<i>Name of Course Creator 2</i>	<i>Signature Course Creator 2</i>	<i>Date</i>
_____	_____	_____
<i>Name of Course Creator 3</i>	<i>Signature Course Creator 3</i>	<i>Date</i>
_____	_____	_____
<i>Administering Department</i>	<i>Signature Department Chair</i>	<i>Date</i>
_____	_____	_____
<i>Name and Title of Authorized University Representative</i>	<i>Signature Authorized University Representative</i>	<i>Date</i>

EXHIBIT A

A. University Support for Course Development

To help Course Creator develop and deliver the Course, the University will provide free of charge assistance and equipment consisting of the following:

B. Department Obligations

The Department agrees to compensate Course Creator for developing the Course as specified in this Exhibit. Any payment taken by Course Creator as personal income will be subject to all applicable taxes. Payments that are placed in a Research Account can be used in support of research but cannot be subsequently used for Course Creator's salary.

C. Terms of Compensation Development Incentive for Course Creator:

Course Creator 1

Name:

Initials:

Email:

Telephone:

Totality of compensation and the form of compensation due Course Creator 1:

Course Creator 2

Name:

Initials:

Email:

Telephone:

Totality of compensation and the form of compensation due Course Creator 2:

Course Creator 3

Name:

Initials:

Email:

Telephone:

Totality of compensation and the form of compensation due Course Creator 3:

D. Project Completion Schedule

The University, Department, and Course Creator agree that the course, the Course Materials, and the Course Recordings will be complete and delivered on [specify date or term]. Schedule adjustments may be made in writing upon mutual agreement of the University, Department, and Course Creator.

E. Time Limit for Use of Course Materials

The University, Department, and Course Creator agree that the Course Materials may only be used by the University until [specify end date, *e.g.*, *June 30, 2035*]. A delay in project completion will result in extension of this time limit. Other extensions may be made in writing upon mutual agreement of the University, Department, and Course Creator.