

**Web/Distance Learning Course Copyright Agreement
Type B – University Owned**

This AGREEMENT is made on the _____ day of _____, 20____ by and between the University of South Alabama (**hereinafter “USA”**) and (name) _____, (rank) _____ in the Department of _____ (**hereinafter “Faculty Member”**) and is implemented in accordance with the USA Copyright Policy.

A web/distance learning course will be created to teach (insert course title or description): _____.

USA and the Faculty Member hereby agree that:

1. The original idea for and contents of this course were or will be assigned by a USA official to the Faculty Member, OR a Significant Use of University Resources, as defined in the USA Copyright Policy, will be used by the Faculty Member in creating this course. The course will be considered an Institutional Work as defined in the USA Copyright Policy.
2. USA will own the copyright in the course and will be responsible for the management and protection of the course for future educational use.
3. USA hereby grants the Faculty Member royalty-free, non-exclusive, non-transferable license rights to the course to: (a) have Internal Use, (b) have a first refusal to teach, (c) receive attribution, (d) make modifications or revisions, (e) produce derivative works, (f) transport to another academic institution in case of a job transfer and (g) share net revenues generated through any External Use of the work as applicable according to the USA Copyright Policy.
4. The course content will contain no material from other copyrighted works without express written consent of the copyright owner of that work unless the use is allowable under Fair Use exceptions.
5. Any dispute arising from this Agreement will be managed according to the appeals process set forth in the USA Faculty Handbook and the USA Copyright Policy.

Signed:

Faculty Member

Department Chair

Dean of Faculty Member’s College