



COURSE DEVELOPMENT LICENSE AGREEMENT

This Agreement made this day of **10/18/2019** by and between **Olalekan Ogunmolu** ("Contributor") and Brandeis University ("University").

Recitals

- A. University plans to publish a newly developed course. The University is providing resources, including but not limited to design, the use of the online course template, pedagogical resources, and support of an instructional designer to the Contributor.
- B. Contributor has written or co-written one or more elements of the course, specifically a Course entitled **RBOT-250 - Robot Manipulation, Planning, and Control**. The materials written or co-written by the Contributor shall be referred to as the "Contribution."
- C. The development of an online course entails the creation and/or selection of elements as outlined in the Rabb School Online Course Standards. In addition to a syllabus that is consistent with University standards, course components include: instructor-created materials reflective of current industry-based knowledge, educational media such as podcasts, videos, and or interactives, and applied assignments and assessments aligned to course and program outcomes.
- D. During the design process, work will be submitted at intervals and feedback given on course design. At the end of the design process, the course will undergo a course design review by an instructional designer.
- E. The parties intend that the Contribution be placed in a course template provided by the University. The course template containing the contribution shall be referred to as the "Course."
- F. All materials necessary to teach the course in an online format will be contained within the Course. This will include, but not be limited to: a syllabus that contains specific information on how the course is structured and is consistent with the standard Brandeis syllabus template; an overview to the course that previews content and basic sequence of learning, and weekly content that includes an overview to the week, learning outcomes, guiding text that connects content to learning activities, one or more interactive and/or collaborative activities, course assignments along with grading criteria for each assignment type, required readings, and student assessments.

The Contributor and the University Agree That:

1. Rights Granted

The Contribution shall remain the property of the Contributor. As such, the Contributor may use the Contribution in ways not affiliated with the University, including but not limited to using the Contribution or elements of the Contribution to teach a course at another institution, and publishing an article or book based on the Contribution. Contributor grants University the non-exclusive right and license to offer the Course as an online course at Brandeis, for a period of no longer than five years from the date of course submission.

2. Submission of Contribution

(a) The Contributor agrees to submit the Contribution (including all illustrations, charts, graphs, recordings, and other material, including syllabi, handouts, reference lists, etc.) in the form of the University's online template for the Course ("Template").

(b) If the Contributor fails to submit the Contribution in the completed Template on or before **01/07/2020**, in form and content satisfactory to Brandeis, the University will have the right to terminate this Agreement and cancel the stipend.

3. Contributor's Warranty

(a) The Contributor warrants that he or she is the sole owner of the Contribution and has full power and authority to make this agreement; that the Contribution does not infringe any copyright, violate any property rights, or contain any libelous, plagiarized or unlawful matter.

(b) The Contributor will defend, indemnify, and hold harmless the University against any claims, suits, cost, damages, and expenses that the University may sustain by reason of any libelous, plagiarized or unlawful matter contained or alleged to be contained in the Contribution or any actual or alleged infringement or violation by the Contribution of any copyright or property right.

4. Consideration

The stipend for the development of the Contribution will be **\$3,000**. This compensation will be paid once the Course has been loaded in the Template and reviewed by an instructional designer. Employment at the University is contingent upon proof of your eligibility to work in the United States. New instructional staff must contact Human Resources to complete the Form I-9 and produce appropriate documentation, no later than one week following the date of this Agreement. The stipend will be paid as a one-time lump sum once all course materials are loaded to the learning management system and upon the review and approval of the instructional designer. Course materials must satisfactorily meet the elements defined above in Recitals section C in order to be eligible for payment.

5. University Usage of Contribution

University shall retain a non-exclusive right to use the Contribution including the right to create derivative works of or to revise, modify, and adapt the Contribution or to offer courses that make use of the Contribution. University specifically retains the right to use the Contribution in any future course(s) offered by the University. The University will not license the Contribution to any company or entity without the express written permission of the contributor.

In consideration for the grant of rights set forth in Section 1 and submission of the Contribution in accordance with the provisions of this Agreement, University shall offer Contributor the right of first refusal to teach the course the first time it is offered. Thereafter, the Faculty Member who has developed the most recent version of a specific course shall remain the "Primary Instructor" and is given that right of first refusal to teach the course, contingent upon sufficient enrollment. The Contributor acknowledges that the University may engage another individual to teach the Course if the Contributor refuses the offer to teach or if the institution determines the need to offer additional sections of the course to meet enrollment demands in a given term. The Contributor shall remain the "Primary Instructor" with the right of first refusal until or unless a new contributor is hired to redesign the course.

The Faculty Member who has developed the most recent version of a specific course shall be given good faith consideration to develop subsequent versions of the course, subject to the Faculty Member's availability.

6. Amendments

The written provisions contained in this agreement constitute the sole and entire agreement made between the Contributor and the University concerning this Contribution, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

7. Construction, Binding Effect, and Assignment

This agreement shall be construed and interpreted according to the laws of the Commonwealth of Massachusetts and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to Contributor and University shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

A handwritten signature in black ink, appearing to read 'L. Rosansky', written in a cursive style.

Lynne Rosansky
Interim Vice President of the Rabb School
Brandeis University, Rabb School of Continuing Studies

This contract was accepted on 2019-10-18 20:00:44 by **Olalekan Ogunmolu**