

WORK FOR HIRE AGREEMENT

This Agreement made the _____ day of _____, 20____, between _____ (“AUTHOR”), an individual residing at _____, and DePaul University (“DePaul”), an Illinois not-for-profit corporation with its principal offices at 1 East Jackson, Chicago, Illinois 60604.

WHEREAS, DePaul wishes to provide its students with access to online courses, online course materials, and other online educational services and materials in conjunction with the Writing, Rhetoric, & Discourse (WRD) department’s Online Degree Programs (“Programs”); and

WHEREAS, DePaul is the owner or licensee of the online course delivery software, computer programming used for the on-line course; and

WHEREAS, DePaul wishes to engage AUTHOR’S services to design and develop an online course entitled _____ (“Online Course”) as a “Work for Hire” to offer as part of its online course curricula for its students, and the AUTHOR is willing to accommodate DePaul’s wishes in this regard; and

WHEREAS, AUTHOR will design and develop the Online Course in the current course delivery platform adopted by DePaul in accordance with the specifications and requirements of DePaul.

NOW, THEREFORE, in consideration of the mutual covenants contained herein AUTHOR and DePaul agree as follows:

AUTHOR agrees to the following:

1. AUTHOR shall design and develop the aforementioned Online Course in the current course delivery platform adopted by DePaul in accordance with the specifications and requirements of DePaul’s Department of Writing, Rhetoric, & Discourse and in cooperation with the Writing Technology Instruction Coordinator in WRD and the Instructional Design Development service within DePaul.
2. The Online Course provided by AUTHOR will include certain deliverables (the “Online Course Deliverables”). The Online Course Deliverables will include, but not be limited to:
 - i. An introduction to the scope and content of the Online Course, with a similar introduction to the scope and content of each module and/or unit of the course
 - ii. A course calendar or schedule indicating the learning activities, assignments, and discussion topics by module and/or unit of the course, and assignments due dates
 - iii. A list of the learning goals of the course, broken down by module/unit of the course is being offered, and a description of how those goals will be addressed in the course

- iv. A list of course resources, including, but not limited to, required and recommended textbooks, readings, lectures, papers, images, audio or video recordings, web sites and pages, etc.
 - v. An extended description of student learning and practice activities, by module and/or unit, with narrative relating activities to learning outcomes
 - vi. Discussion topics for online discussion forums, drawn from the content and process of the course
 - vii. Assessment activities for each learning goal
 - viii. A facilitator's guide to the course, when deemed necessary.
 - ix. A course syllabus for informational purposes that follows WRD's approved guidelines.
3. All Online Course Deliverables shall be subject to DePaul's approval, and such approval will not be unreasonably withheld.
 4. AUTHOR further agrees to review the Online Course with Instructional Design Development once it is embedded in the Online Course Delivery Platform, for functionality and accuracy, and to review and correct final drafts of all printed materials with the Writing Technology Instruction Coordinator in WRD.

Work made for hire:

1. Author and DePaul intend for this to be a contract for services and each considers the Online Course, including the Online Course Deliverables and any and all other products and results of the services rendered by Author hereunder, to be a work made for hire. Author acknowledges and agrees that the Online Course (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of DePaul.
2. If for any reason the Online Course would not be considered a work made for hire under applicable law, Author does hereby sell, assign, and transfer to DePaul, its successors and assigns, the entire right, title and interest in and to the copyright in the Online Course and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Online Course, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.
3. DePaul grants to AUTHOR a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, modify and publicly display the content for scholarly purposes, including for scholarly publication and/or for use in courses other than an online course using the current DePaul online course delivery platform.
4. AUTHOR agrees and acknowledges that the DePaul online course delivery platform used for the distribution of online courses is owned and/or licensed by DePaul University and that AUTHOR has no rights to the DePaul online course delivery platform, or any enhancements thereto except for those expressly provided in this Agreement.

AUTHOR shall receive payment of \$ 1,500 (fifteen hundred) from DePaul in the following manner:

1. \$ 500 (five hundred) shall be immediately as an advance to the AUTHOR to commence creation of the Online Course.
2. \$ 1,000 (one thousand) shall be paid upon the approval of the Chair of the Department of Writing, Rhetoric, & Discourse (or his designee) of the final version of the Online Course provided, however, that the Online Course Deliverables shall be completed no later than

3. Any postponement of more than thirty (30) days in the interim or final delivery dates shall require the express written approval of the Chair of Writing, Rhetoric, & Discourse.

The failure of either party to substantially perform the duties specified in this Agreement shall constitute a material breach of the Agreement. If such a breach is not cured within thirty (30) days, the non-breaching party may elect to terminate this Agreement. Upon termination, the obligations of both parties shall cease. Any monies received by the AUTHOR from DePaul for services not yet rendered or services not approved by DePaul shall be refunded. Any materials submitted to DePaul by the Author shall be promptly returned.

AUTHOR warrants that the materials in the Online Course Deliverables will be the AUTHOR's original work. AUTHOR agrees to indemnify and hold DePaul, its affiliates, subsidiaries, trustees, officers, directors, employees, and agents, past and present, harmless against any claim, suit, loss, liability and/or expense, including reasonable attorney's fees, arising out of or relating to any breach of AUTHOR's warranties contained herein.

This Agreement and the rights, licenses, and obligations contained herein shall not be assigned or licensed by DePaul or the AUTHOR to any person, firm, corporation, or association without the prior written consent of the other party. Otherwise, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, and representations of the parties with respect to the subject matter herein.

This Agreement may not be modified, amended, supplemented, or otherwise changed, except by writing executed by both parties.

This Agreement shall be applied in accordance with laws of the State of Illinois and any dispute arising under this Agreement shall be resolved solely in the state or federal courts of Cook County, Illinois, each party submitting to the exclusive jurisdiction and venue of such court.

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

AUTHOR

DePaul University

By: _____

Title: _____

Date: _____, 20__

Date: _____, 20__