**COURSE DEVELOPMENT AGREEMENT**

This Course Development Agreement (“**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 201\_\_, by and between The Pennsylvania State University , a state-related institution and instrumentality of the Commonwealth of Pennsylvania (“**University**”), and \_\_\_\_\_\_\_\_\_ (“**Author**”), an employee and faculty member of the University. Penn State and Author may each be referred to herein solely as a “**Party**” or jointly as the “**Parties**” as the case may be.

RECITALS

The Author has developed and owns certain subject matter relevant to academic instruction (the “**Content**”).

The University desires to commission the Author to utilize the Content to assist in the creation and development of a certain online course (the “**Work**”) as specifically set forth in Appendix A; and

The Author desires to create and develop the Work for the University as a University-directed work.

NOW, THEREFORE, in consideration of the foregoing premise, mutual promises, covenants, and undertakings set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. Services.Subject to the terms and conditions of the Appointment Letter (“**Appointment**”), the Author is retained by Penn State: (1) to provide Content, as defined hereunder, and (2) to assist in the integration of Content into the design and format of the Work.

2. Ownership of the Work. Author acknowledges and agrees that the Work is created at the direction of the University and shall be considered a University-directed work under University Policy IP01, which states that “University-directed works are those created at the specific direction of a University unit for the University’s ownership and use.”

2.1 The Parties acknowledge and agree that the Author retains ownership of the Content.

2.2Consistent with Paragraph 2.1 and University Policy IP01 and in consideration of the compensation under the Appointment, Author hereby fully, unconditionally, and irrevocably transfers, assigns, delivers, and conveys to University all of Author’s worldwide right, title, and interest, in and to the Work including without limitation, any and all enhancements, modifications, derivative works, and components of any of the foregoing developed by or for Assignee, including (a) all copyrights, copyright applications, and registrations, and any renewals or extensions thereto; (b) any and all moral rights; (c) works of authorship (copyrightable and non-copyrightable); (d) all other proprietary or intellectual property rights of any kind or nature therein; and (e) all of the assets, properties, contracts, rights, and obligations relating thereto, including the right to recover for damages and profits and any and all other remedies for infringement, which may have occurred before the date of this Agreement, the same to be held and enjoyed by the University, for its own use and benefit, and for its legal representatives and assigns, to the full end of the term for which said rights are granted, as fully and entirely as the same would have been held by the Author had this Agreement not been made.

2.3 The Author hereby retains, and the University hereby grants, the Author a perpetual, non-exclusive, royalty-free right to use, reproduce, and prepare derivative works, adaptions and versions of the Work for the Author’s own use whether within or outside of the University consistent with University Policy IP01.

3. Representations and Warranties.Author represents and warrants that: (a) the Work is Author’s original work. To the best of Author’s knowledge, the Work does not infringe upon the rights of any third party.

4. Further Documentation and Actions. Author shall execute and deliver to University any further documents and instruments and perform other reasonable acts, at University’s expense, when and as reasonably requested by University to vest in University, its successors, assigns, and nominees, all of Author’s right, title, and interest in and to the Work.

5. Construction. This Agreement: (a) is governed by laws of the Commonwealth of Pennsylvania without giving effect to its choice of law provisions; (b) may be executed in multiple counterparts; and (c) in conjunction with the Appointment constitutes the entire agreement between the Parties and supersedes any oral or written agreement, understanding, discussion, or other documentation to the contrary with regards to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

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| **THE PENNSYLVANIA STATE UNIVERSITY ("UNIVERSITY")**  **DISTANCE EDUCATION/WO** | |  | **[AUTHOR’S NAME] (“AUTHOR”)** | |
| By: |  |  | By: |  |
|  | (Authorized Signature) |  |  | (Authorized Signature) |
| Name: |  |  | Name: |  |
|  | (Print or Type) |  |  | (Print or Type) |
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| Date: |  |  | Date: |  |

**APPENDIX A**

**INSERT COURSES TO BE CREATED**