

Appendix 1

Developer/Redeveloper WMHA

This Agreement is entered into between:

Faculty Name: _____ (Hereafter referred to as "Author")

and

Motlow State Community College (hereafter referred to as "the College") for the sole purpose of developing a new distance-learning course for Motlow State Community College. This Agreement applies only to the development/redevelopment of the course content and materials; it does not authorize or obligate the Author to teach or maintain the course after development/redevelopment. However, the Author retains the right of first refusal for the subsequent Maintenance WMHA.

Course Information

Account Number: _____

Course Prefix and Number: _____

Course Title: _____

Agreement Type:

☐ Developer

☐ Redeveloper

Delivery Method and/or Defining Characteristic (Check all that apply):

☐ On-ground

☐ Hybrid

☐ Online

☐ OER

☐ Accelerated

☐ Other Explain:

Terms and Conditions

1. Course Development/Redevelopment Review and Training Requirements

The Author affirms that they have successfully completed all required Motlow State Community College training for distance education course development/redevelopment, as specified by the Distance Education Policy. The finished course will be reviewed for quality and compliance using the Quality Assurance form as defined in Appendix 4 of the Distance Education Policy unless waived by the appropriate department dean. A waiver or successful completion of the review indicates that all applicable standards have been met and that the course fully satisfies the requirements of the current WMHA.

2. Work for Hire and Copyright Assignment

The Author and the College agree that this is a contract for services, and that the materials and deliverables created under this Agreement (the 'Work') shall be considered a 'work made for hire' under U.S. copyright law. Accordingly, all rights, including copyright, to the Work shall be the sole and exclusive property of Motlow State Community College.

If, for any reason, the Work is determined not to be a work made for hire under applicable law, the Author hereby irrevocably assigns, transfers, and conveys to Motlow State Community College all right, title, and interest in and to the Work and any related copyrights, applications, renewals, extensions, and derivative works worldwide. The Author further waives any moral rights or similar rights that may apply to the Work and agrees to execute any documents or take additional actions necessary to confirm such assignment.

3. Delivery of the Work

The Author agrees to develop/redevelop and deliver the complete Work to Motlow State Community College in accordance with the requirements established by the College and in compliance with its instructional design standards and policies as put forth in the Distance Education Policy.

4. Use of Quoted and Copyrighted Materials

The Work may include brief excerpts under the doctrine of fair use; however, the Author agrees not to include any copyrighted material beyond fair use without obtaining prior written permission from the copyright holder. The Author is solely responsible for securing such permissions and for any costs associated with obtaining them. Copies of all permissions shall be submitted to the College upon delivery of the Work.

5. Author's Warranty and Indemnification

The Author represents and warrants that:

- They are the sole developer/redeveloper of the Work.
- They have been vetted to teach the course associated with the Work.
- They have full authority to enter into this Agreement.
- The Work does not infringe upon the rights of any third party, including but not limited to copyrights, trademarks, or intellectual property rights.
- The Work does not contain any unlawful, libelous, defamatory, or scandalous material.

The Author agrees to indemnify, defend, and hold harmless the College and its licensees from any claims, damages, liabilities, or legal actions arising from any breach of these warranties. The College may withhold payment until any such claims are fully resolved.

6. Compensation

In consideration for developing/redeveloping and delivering the Work in accordance with this Agreement, the College agrees to pay the Author: \$_____.

7. Term and Termination

a. This Agreement shall commence on: _____ and shall terminate on: _____, unless terminated earlier in accordance with the provisions herein.

b. Either party may terminate this Agreement for material breach if the breach is not cured within sixty (60) days following written notice.

c. Upon expiration of the initial term, the parties may, by mutual written agreement, enter into a new Agreement for additional one-year terms under the same terms and conditions.

8. Prior Agreements with Third Parties

Nothing in this Agreement shall affect any licenses, rights, or agreements that may exist with third parties prior to the termination date, nor shall it affect the College's rights to any resulting income from such agreements.

9. Amendments

This Agreement constitutes the entire understanding between the parties. Any amendments must be in writing and signed by both parties to be enforceable.

10. Governing Law and Binding Effect

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee. It shall be binding upon the parties and their respective heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Signatures with routing directions

Maintainer WMHA

This Agreement is entered into between:

Faculty Name: _____ (Hereafter referred to as "Author")

and

Motlow State Community College (hereafter referred to as "the College") for the sole purpose of developing a new distance-learning course for Motlow State Community College. This Agreement applies only to the development/redevelopment of the course content and materials; it does not authorize or obligate the Author to teach or maintain the course after development/redevelopment. However, the Author retains the right of first refusal for the subsequent Maintenance WMHA.

Course Information

Account Number: _____

Course Prefix and Number: _____

Course Title: _____

Delivery Method and/or Defining Characteristic (Check all that apply):

- ☐ On-ground
- ☐ Hybrid
- ☐ Online
- ☐ OER
- ☐ Accelerated College Experience
- ☐ Other Explain:

Terms and Conditions

1. Course Development/Redevelopment Review and Training Requirements

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3. Delivery of the Work

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