



UNIVERSITY OF MINNESOTA  
DOCUMENT INFORMATION AND INSTRUCTIONS

**Commission Agreement for On-Line Course Materials**

Description: This contract form is to be used by the University of Minnesota Crookston to commission non-employees to create course materials for on-line courses .

**Instructions For Completing Word-Fillable Fields:** When your cursor is in the word-fillable field, these instructions are shown on the status bar located at the bottom of your computer screen). **PLEASE NOTE: If you do not have the information at hand to fill in the word-fillable field, you will need to insert an underline (\_\_\_\_) so that you will have space to enter the information after you print out the agreement.**

**First Paragraph**

Enter the Author's name

Enter the address where the Author lives (street address, city, state and zip code)

**Paragraph 1.**

Enter the course title

**Paragraph 2.**

Enter the course title

**Paragraph 3.**

Enter the course title

**Paragraph 7.**

Write out the amount of the author's fee (ex. three thousand)

Enter the cents (ex. 50) or, if none, enter "NO"

Enter the numerical rendering of the author's fee (ex. 3,000.50)

**Paragraph 7; Subparagraph 7.1 Course Syllabus**

Write out the percentage the Author will be paid when Agreement is signed (ex. seventy-five)

Enter the numerical rendering of the percentage the Author will be paid when Agreement is signed (ex. 75)

Enter the name of the department which will oversee the course (ex. Psychology)

**Paragraph 7; Subparagraph 7.2 Course Text**

Write out the percentage the Author will be paid when Agreement is signed (ex. fifty)

Enter the numerical rendering of the percentage the Author will be paid when Agreement is signed (ex. 50)

Enter the name of the department which will oversee the course (ex. Psychology)

**Paragraph 7; Subparagraph 7.3 List of Related Materials**

Write out the percentage the Author will be paid when Agreement is signed (ex. twenty-five)

Enter the numerical rendering of the percentage the Author will be paid when Agreement is signed (ex. 25)

**Paragraph 7; Subparagraph 7.4**

Enter the name of the department which will oversee the course (ex. Psychology)

**Paragraph 9**

Enter the title of the course

Enter the semester or date

Enter the last two digits of the year when the course will be offered (ex. 2008)

**Paragraph 14***If to the University*

Enter the name of the Dept where notices should be sent

Enter the name of the person to whom notices should be sent

Enter the building address (ex. 100 Morrill Hall)

Enter the street address (ex. 100 Church Street SE)

Enter the city, state & zip code

Enter the fax number (ex. 320.555.5555)

Enter the email address

*If to the Author*

Enter the name of the Author

Enter the street address

Enter city, state and zip code

Enter the fax number (ex. 320.222.1234)

Enter the email address

**Paragraph 16**

Enter the Author's taxpayer ID (TIN) or Social Security number

**Signature Block**

Enter the Author's name

Enter the name of the University official authorized to sign the agreement on behalf of the Regents of the University of Minnesota (See [www.ogc1.umn.edu/delegations/library](http://www.ogc1.umn.edu/delegations/library) to identify this individual.)

Enter the Author's name

Enter the management title of the University employee authorized to sign the agreement.

Enter the Author's title

**Exhibit A – On-Line Course Materials Schedule**

Enter the Course Syllabus, Course Text, and List of Related Materials schedule

**After completing the word-fillable fields, separate the Document Information and Instructions from the contract form.**

# UNIVERSITY OF MINNESOTA

## Commission Agreement for On-Line Course Materials

(“Author”), an individual residing at \_\_\_\_\_, and the Regents of the University of Minnesota (“University”), a Minnesota constitutional corporation, with its principle place of business at 600 McNamara Alumni Center, 200 Oak Street SE, Minneapolis, MN 55455-2020, enter into this On-Line Course Materials Commission Agreement (“Agreement”), effective upon its execution. This Agreement is entered into by the University through the University of Minnesota Crookston (“UMC”).

1. UMC wishes to increase its use of computers and the internet by providing baccalaureate and certificate programs online, as well as providing individual courses that may be part of baccalaureate or certificate programs offered partially online and partially on campus. UMC has prepared a Course Description and set of Learner Outcomes for \_\_\_\_\_ to be offered on-line. UMC has designed the Course Description and Learner Outcomes to ensure that the course will fulfill accreditation requirements and permit students to satisfy the academic standards of the baccalaureate or certificate program of which the course is a part.
2. The Author represents that she or he has examined the Course Description and Learner Outcomes and that he or she is qualified to create the Course Syllabus, Course Text and List of Related Materials (hereinafter “Course Materials”) for \_\_\_\_\_.
3. In reliance upon the Author’s representations, the University commissions the Author to create Course Materials for \_\_\_\_\_ in accordance with the terms of this Agreement.
4. The Author agrees that the Course Materials are “works made for hire” pursuant to 17 United States Code, Sections 101 and 201(b) and that the University is the sole owner of all tangible and intellectual property rights in the Course Materials.
5. The Author represents that the Course Materials will not infringe any copyright and that copies included shall be made from legally obtained copies. The Author further represents that the Course Materials will include appropriate copyright notices, attributions and credits.
6. The Author agrees to indemnify and hold harmless the University, its Regents, employees and agents from all loss, cost or damage that may be caused by copyright infringement.
7. The University will pay a one-time fee of \_\_\_\_\_ and \_\_\_\_\_/100 dollars (\$ \_\_\_\_\_), for the rights and title conveyed by this Agreement. The fee will be paid in accordance with the following schedule:

7.1 Course Syllabus. The University will pay the Author \_\_\_\_\_ percent ( \_\_\_\_ %) of the fee upon execution of this Agreement. The parties agree that this payment constitutes fair compensation for planning the course and preparing the Course Syllabus. The Author will submit the Course Syllabus in accordance with the schedule set forth at Exhibit A. The Director of UMC On-Line Educational Services and the UMC Department Head will review the Course Syllabus and provide comments. The Author will modify the Course Syllabus, as needed. If the Author fails to produce a satisfactory Course Syllabus, the University may terminate this Agreement by providing written notice. Termination shall extinguish the University's obligations arising out of this Agreement and the Author shall not be entitled to damages on account of termination.

7.2 Course Text. The University will pay the Author \_\_\_\_\_ percent ( \_\_\_\_ %) of the fee upon acceptance of the Course Syllabus. The parties agree that this payment constitutes fair compensation for preparing the Course Text. The Author will submit the Course Text in accordance with the schedule set forth at Exhibit A. The UMC Director of On-Line Educational Services and UMC \_\_\_\_\_ Department Head will review the Course Text and provide comments. The Author will modify the Course Text, as needed. If the Author fails to produce a satisfactory Course text, the University may terminate this Agreement by providing written notice. Termination shall extinguish the University's obligations arising out of this Agreement and the Author shall not be entitled to damages on account of termination.

7.3 List of Related Materials. The University will pay the Author \_\_\_\_\_ percent ( \_\_\_\_ %) of the fee upon acceptance of the Course Text. The parties agree that this payment constitutes fair compensation for preparing the List of Related Materials, which shall include all or appropriate portions of the following:

- 7.3.1 Textbook;
- 7.3.2 Coursepack (copies of copyrighted reading materials);
- 7.3.3 Required Laboratory Experiments and Demonstrations;
- 7.3.4 Video, Audio, PowerPoint® etc. to be used in connection with presentation of the course;
- 7.3.5 Required Student Activities;
- 7.3.6 Assignments;
- 7.3.7 Recommended Resources (web sites, licensed journal articles, etc.);
- 7.3.8 Course web sites or HTML;
- 7.3.9 Student Assessments;
- 7.3.10 Proctored exams, exams and quizzes;
- 7.3.11 Questions for discussion board and communication; and
- 7.3.12 Handouts.

7.4 The Author will submit the List of Related Materials in accordance with the schedule set forth at Exhibit A. The Director of UMC On-Line Educational Services and the \_\_\_\_\_ Department Head will review the List of Related Materials and provide comments. The Author will modify the List of Related Materials, as needed. If the

Author fails to produce a satisfactory List of Related Materials, the University may terminate this Agreement by providing written notice. Termination shall extinguish the University's obligations arising out of this Agreement and the Author shall not be entitled to damages on account of termination.

**8.** Time is of the essence of this Agreement. The Author shall comply with the schedule set forth at Exhibit A, which will allow UMC to offer .

**9.** This Agreement is personal to the Author and may not be assigned without the prior written approval of University.

**10.** The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Polk County, Minnesota.

**11.** The Author certifies that she or he has not paid kickbacks directly or indirectly in violation of the *Anti-Kickback Enforcement Act of 1986*, Public Law 99-634 (41 U.S.C. 51-58). The Author further certifies that he or she has provided no fees, gifts, gratuities, compensation, or anything of value in violation of Minnesota Statute, Section 15.43, *Acceptance of Advantage by State Employee*.

**12.** Notices shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the University: University of Minnesota Crookston

Attn:

Facsimile No.:

Email:

If to the Author:

Facsimile No.:

Email:

13. No provision of this Agreement, express or implied, is intended to confer upon any person other than the parties to this agreement any rights, remedies, obligations, or liabilities.

14. The Author certifies that his or her Taxpayer Identification Number (“TIN”) or Social Security Number (“SSN”) is \_\_\_\_\_ and that she or he is not subject to back up withholding. University agrees, as required by law, to generate a Form 1099-MISC reporting the compensation paid pursuant to this Agreement to the United States Internal Revenue Service.

15. This Agreement constitutes the entire agreement and understanding of the parties and replaces any prior or contemporaneous written or oral agreement.

**Agreed:**

**Regents of the University of Minnesota**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_