

**TeleCampus Funded
Contribution to a Collective Work**

Educational Course Materials *and*

2002 - date

This Agreement made the 15th day of December, 1999, by and between Stan Liebowitz ("Contributor"), Peter Lewin ("Contributor"), The University of Texas at Dallas ("University"), and The University of Texas System TeleCampus ("TeleCampus").

Recitals

A. TeleCampus plans to publish a series of courses entitled "MBA Online" (the "Collective Work").

B. The Contributor shall contribute educational course materials entitled "Economic Analysis" that will become one or more elements of the Collective Work.

THE CONTRIBUTOR, THE UNIVERSITY AND THE TELECAMPUS AGREE THAT:

1. Rights Granted

All contributions of original manuscripts or other original materials submitted in connection with this Agreement by the Contributor (the "Contribution") shall remain the property of the Contributor. Contributor grants TeleCampus the non-exclusive right to offer the Contribution as a TeleCampus course as set forth in this agreement, without a right to sublicense any use of the Contribution. Any such sublicense of the Contribution will require a separate agreement with Contributor. TeleCampus shall own the entire right, title and interest in and to the copyright in the Collective Work and in and to all works based upon, derived from, or incorporating the Collective Work and in and to all rights corresponding to the foregoing throughout the world.

2. Completion of Contribution; Other Obligations

(a) The Contributor will prepare and deliver the Contribution to the TeleCampus according to the schedule set forth in *Attachment A*, with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Collective Work in form and content satisfactory to TeleCampus.

(b) The Contributor will attend all mandatory training sessions held for TeleCampus contributors.

(c) The Contributor will cooperate with TeleCampus instructional design staff. TeleCampus design staff shall have sole discretion to make all decisions concerning course design.

(d) Within thirty (30) days after the parties have executed this agreement, Contributor shall convey to TeleCampus staff the name of one or more persons who have agreed to be Contributor's production assistant(s).

(e) The Contributor will assure that no more than 20% of Contribution content consists of materials resident on or prepared by a commercial vendor's website, such as but not limited to, textbook publishers' websites except as the TeleCampus may approve by prior written consent. The TeleCampus may require a contract with any commercial vendor..

(f) The Contribution must be approved by the MBA Online Academic Affairs Committee.

(g) Contributor's failure to meet any of these obligations, including but not limited to the obligation of strict adherence to the schedule set forth in Attachment A, shall be a material breach of this agreement entitling the TeleCampus immediately to terminate this agreement pursuant to Section 9(b) and to recover from the Contributor and/or the University any sums or other resources advanced in connection with the Contribution. Upon such termination, the Contributor may not have the Contribution published elsewhere until such advances have been repaid.

3. Quoted Material

With the exception of short excerpts from others' works, which constitute fair use, the Contribution will contain no material from other copyrighted works without a written consent of the copyright holder. The Contributor will obtain such consents at his or her own expense after consultation with the TeleCampus and/or University and will file them with the TeleCampus at the time the Contribution is delivered. Any obligations associated with permissions will be the responsibility of the Contributor.

4. Publication of the Contribution

The Contribution shall be distributed, transmitted or published by the TeleCampus, at its own expense, in such manner as the TeleCampus shall deem appropriate.

5. Copyright

The TeleCampus, in its sole discretion, will decide whether to register copyright for the Collective Work in its own name and at its own expense.

6. Contributor's Warranty

(a) The Contributor warrants that he or she is the only owner of the Contribution and has full power and authority to make this agreement; that he or she has made a good faith effort to follow the U.T. System Copyright Policy and that the Contribution does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter.

(b) To the extent that an act of the Contributor that results in a claim of copyright infringement was authorized by the U.T. System Copyright Policy, in accordance with that Policy and to the extent authorized by the Constitution and laws of the State of Texas, the U.T. System will defend, indemnify and hold harmless the Contributor against all claims, suits, costs, damages and expenses that the Contributor may sustain by reason of such infringement or violation by the Contributor of any copyright.

(c) In all other cases, the Contributor will defend, indemnify, and hold harmless the TeleCampus and/or its licensees against all claims, suits, costs, damages, and expenses that the TeleCampus and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Contribution or any infringement or violation by the Contribution of any copyright or property right; and until such claim or suit has been settled or withdrawn, the TeleCampus may withhold any sums due the Contributor and/or the University under this agreement.

7. Consideration

(a) In consideration for the grant of rights set forth in Section 1 and delivery of the Contribution in accordance with the provisions of this Agreement, TeleCampus shall pay University \$45,000.00 upon execution of this agreement and provide and maintain a web environment for the course, provide training for the Contributor, and provide students with access to library materials and student services:

(b) University will contribute the following resources to the creation of the Contribution:

Extra pay, computing resources and other necessary resources.

8. Revisions

The Contributor shall retain the right to revise the Contribution at one year intervals during the term of this agreement in accordance with academic standards. The Contributor further agrees to update the Contribution within ninety (90) days upon the receipt of a written request from the TeleCampus. The provisions of this agreement shall apply to each revision or update of the

Contribution as though that revision or update were the Contribution being published for the first time under this agreement. In the event that the Contributor is unable or unwilling to provide an update within ninety (90) days after the TeleCampus has requested it, or should the Contributor be deceased, the TeleCampus may have the update made and charge the cost against sums due the Contributor under Section 7 above, if any, and may display, in the revised Contribution and in advertising, the name of the person or persons who perform the update.

9. Term and Termination

(a) This agreement shall remain in effect for three (3) years unless terminated earlier in accordance with this Section 9. Upon expiration of the term and any renewal term(s) agreed upon pursuant to Section 9(d) or upon early termination in accordance with Sections 9(b) or (c), the TeleCampus shall retain a non-exclusive right to use the structure and organization of the Contribution as a guide for the creation of a new course.

(b) If Contributor breaches any obligation contained in Section 2, TeleCampus shall be entitled to terminate this agreement immediately and obtain the remedy set forth in Section 2.

(c) In the event that any party shall be in default of its material obligations under this agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this agreement shall terminate upon expiration of the sixty (60) day period.

(d) Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional three (3) year term, upon similar terms and conditions as set forth herein.

10. Options/Contracts with Third Parties

Nothing contained in Section 9 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the TeleCampus in the income resulting from such agreements.

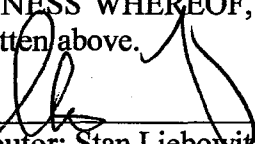
11. Amendments

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

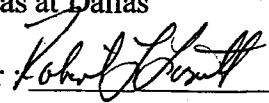
12. Construction, Binding Effect, and Assignment

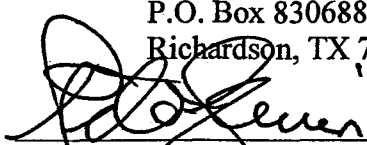
This agreement shall be construed and interpreted according to the laws of the State of Texas and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Contributor, the University and the TeleCampus shall include their heirs, successors,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

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

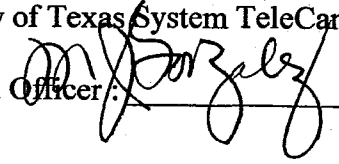

Contributor: Stan Liebowitz
Address: School of Management
P.O. Box 830688 JO 52
Richardson, TX 75083-0688


The University of Texas at Dallas

By Authorized Officer: 


Contributor: Peter Lewin
Address: School of Management
P.O. Box 830688 JO 52
Richardson, TX 75083-0688

The University of Texas System TeleCampus

By Authorized Officer: 


Hasan Pirkul, Dean
Address: School of Management
P.O. Box 830688 JO 52
Richardson, TX 75083-0688

Attachment A

Schedule for TeleCampus-Funded Courses

Initial Procedure for All Instructors

December 15, 1998

- *Obtain URL for course from TeleCampus Staff*
- *Identify all non-standard attributes (the requested look and feel of the course)*
- *Identify basic course structure*
- *Complete course outline including syllabus, introduction, course logistics, policies and procedures (as Lesson 1) and submit to TeleCampus staff*

Format as You Go

Development of portions (lessons or modules) of the course content, format in HTML, load as each portion is completed.

September 15, 1999

- Complete first course lesson and submit for review to TeleCampus.

November 1, 1999

- At least 1/3 of course content written, (including non-text elements), formatted and loaded into templates
- Notify TeleCampus staff for review

December 1, 1999

- At least 2/3 of course content written (including non-text elements), formatted and loaded into templates
- Notify TeleCampus staff for review

December 22, 1999

- Course complete and ready to deploy
- Notify TeleCampus staff for review