The University employs full-time faculty and adjunct faculty (herein “Faculty Members”) who create on-line materials for the online (web-based) and “blended” (part web-based, part in-person) Golden Gate University courses they teach (herein “Cyber Course Materials”).

Many Universities and colleges have varying policies and practices relating to Cyber Course Materials created by Faculty Members, sometimes leading to uncertainties concerning ownership and permitted use of such materials. The aim of the Golden Gate University policy concerning Cyber Course Materials is to avoid such uncertainties in the interests of supporting educational purposes, as well as Faculty Member, student, and institutional needs. The policy will be incorporated by reference in all teaching contracts entered into subsequent to the adoption of this policy.

1. Faculty Members retain for their own use and exploitation all rights to Cyber Course materials they develop subject to limitations identified below.

2. For all Cyber Course Materials, Faculty Members grant GGU an irrevocable, royalty-free and perpetual, unrestricted non-exclusive license to use the Cyber Course Materials, in whole or in part, alone or in combination with other materials, in any form or medium, throughout the world for GGU’s not-for-profit educational purposes, subject to paragraphs 3-5 below. This license includes Cyber Course Materials Faculty Members may add throughout the duration of a course.

3. Faculty Members agree to expressly inform GGU, in writing, through the Dean of the School or Unit in which their courses are offered, of any restriction on the use of their Cyber Course Materials, or any portion of them, based on pre-existing rights or claims of other contracts or other relationships.
4. Should a Faculty Member subsequently use some or all of the Cyber Course Materials in a publication to be copyrighted by someone other than the Faculty Member, that subsequent agreement for publication shall not affect GGU’s unrestricted license to use such materials unless the Faculty Member secures an exception through the appropriate Dean of the School as set forth in provision 5 below.

5. The Dean of the School or Unit for which the Faculty Member is developing or contributing Cyber Course Materials has the ability to negotiate with the Faculty Member exceptions to this policy as it pertains to specific Cyber Course Materials. In the event of an inconsistency between this policy and a Faculty Member’s contract with GGU, the terms of the contract shall prevail.