




October 31, 2019

To: Dylan Rodriguez, Chair  
Riverside Division

From: Leonid Pryadko   
Committee on Library and Information Technology

Re: Campus Review: Proposed Agreement: UCR Online Course Agreement (ILTI Agreement)

The Committee on Library and Information Technology reviewed the Proposed Agreement: UCR Online Course Agreement (ILTI Agreement) at their October 17, 2019 meeting and note the following.

First, the LIT Committee would like to express a general concern about the lack of background information provided, and the form of the materials forwarded for review.

A version of the ILTI agreement had been previously reviewed at an Executive Council meeting on March 24, 2014. It is not clear, however, whether any of the two document versions in the PDF distributed for discussion coincides with the ILTI Agreement reviewed by the Executive Council. Furthermore, any changes made to the document should have been completed through track changes to alleviate unnecessary discussion during the meeting.

Second, the cover letter listed three specific reasons for making changes: 1) the need for language regarding "Designated Instructional Appointee", 2) to ensure that online courses be offered a certain minimum number of times, and 3) to ensure that the Agreement treats Unit 18 Lecturers on equal footing with Senate Faculty. However, while the change actually made in the proposed version only concerns items 1 and 2, they are much broader in other aspects. No reason or justification was given for making these additional changes.

The committee also had the following comments/suggestions:

Item 1.1.3: Insertion "... perpetual, royalty free, fully paid-up ..." license, even though the document elsewhere stipulates that the agreement has a time limit. The language "create derivative works" should be dropped from this item and should instead be a subject of the next item 1.1.4, as it was in the original document. Similarly, the original language "... for the term of this Agreement only, upon payment of the remuneration identified herein only." was removed.

Item 1.1.4 in the original document was merged into the end of 1.1.3, with "(b) the express written consent of the Contributor" replaced by "(b) the absence of a timely objection from the faculty

member." This seems to imply that the Contributor would have a say in the matter only as long as he or she remains a faculty member. This seems problematic to us.

Item 2.2 (discussing a royalty share due the contributor) omits "... a derivative thereof..." which seems to indicate that, e.g., changing a medium of the course would be sufficient to make the author ineligible for any royalty share payments. Again, this seems problematic to us.

The new Item 4 regarding the frequency of course offering fails to mention any remuneration to the contributor in case the course is offered in his/her absence. The statement "... or for other reasons" at the very end of Item 4 needs clarification.

Item 7 (original Item 6). The meaning and the apparent purpose of the original document has been changed rather dramatically here. The currently proposed version seems punitive to the Contributor instead of protecting him or her from possible litigation.

Altogether, it is the opinion of the LIT committee that the proposed version of the ILTI Agreement should be withdrawn. Instead, a modified version of Item 4 "Frequency of Course Offering" should be inserted into a version of the document previously reviewed by the Executive Council. Any other proposed changes should then be explicitly justified.

Finally, any future changes should be submitted in a format that allows for an easy comparison between the original version (previously reviewed at the Executive Council meeting) and a proposed new version.