

## Ten Reasons Why You Should Care Whether You Own Your Online Course (MOOCs or Not)

## By Cary Nelson

- 1. Do you want your U to be able to hire part-time faculty at slave wages to teach the course you designed—even if you were paid fairly for it?
- 2. Do you want to exercise some ethical and professional authority over how your course is used?
- 3. Do you want to retain the right to revise and update your online course as you see fit, or do you want to give that right to your U? Do you want the U to have the right to revise a course as *they* see fit?
- 4. Do you want your U to have the right to market segments of your course separately, perhaps without giving you credit?
- 5. Do you want the U to be able to insert lectures, powerpoints, graphics, or assignments by others into your course without your permission?
- 6. Do you want to give the U the right to ask someone else to update your course if you are still willing to do so? Might that person have a different agenda, different values, different intellectual commitments?
- 7. Do you want to retain the right to use elements of the course in other projects, perhaps another course or a textbook?
- 8. Do you want to retain the right to offer the course at another institution if you move?
- 9. Do you want to retain the right to offer the course on a second platform, or do you want the U to own the course and be able to deny you that right?
- 10. Do you want the right to design a course for another platform/distributor from the outset, perhaps because you think they have a larger distribution network or because you think their software is better, or are you willing to let your U control all your copyrightable intellectual property?

A faculty member wanting to retain copyright to online instructional materials could insist on signing a license that granted the university the right to use the material, without granting the U ownership. But the reality is one faculty member may not have the clout to protect his or her rights. In most cases it's going to take collective action by a faculty senate or a contract negotiating team to secure and preserve those rights for everyone—either in a FACULTY HANDBOOK or a COLLECTIVE BARGAINING CONTRACT.