***Note: Words contained in brackets indicate that you must choose among the alternatives listed, insert appropriate language, and replace the given variable with another. This note also should be removed from the final version. Be sure you have addressed all bracketed issues, removed all brackets and removed this note before signing your Agreement.***

## *EMPLOYEE WORK MADE FOR HIRE AGREEMENT*

### *Educational Course Materials*

**This Agreement** made the [date] day of [month], 20[year], by and between [name of author(s)] ("Author," and if there is more than one author, then all of them collectively) and [name of TBR Institution] ( "Institution").

**THE AUTHOR AND THE INSTITUTION AGREE THAT:**

### 1. Title and Copyright Assignment

(a) Author and Institution intend this to be a contract agreeing that services and results of the services to be rendered by Author hereunder (the "Work") are within the Author’s scope of employment with the Institution, and consequently the Work is agreed to be a work made for hire. Author acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Institution.

(b) If for any reason the Work would not be considered a work made for hire under applicable law, Author does hereby assign and transfer to Institution, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

(c) If the Work is one to which the provisions of 17 U.S.C. 106A apply (the section of Federal copyright law defining the rights of attribution and integrity of an author of a work of visual art), the Author hereby waives and appoints Institution to assert on the Author's behalf the Author's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for Institution purposes.

(d) Author agrees to execute all papers and to perform such other proper acts as Institution may deem necessary to secure for Institution or its designee the rights herein assigned.

**2. Description of the Work**

The Work which is the subject of this Agreement includes [provide a description of the services and deliverables associated with those services].

### 3. Delivery of the Work

(a) The Author will deliver to the Institution on or before [date] the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the Institution.

(b) If the Author fails to deliver the Work on time, the Institution will have the right to terminate this Agreement and to recover from the Author any progress payments (not including salary) made in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such progress payments have been repaid.

### 4. Quoted Material

With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Institution will be responsible for obtaining such consents. Author agrees to assist Institution in obtaining such consents. Only with prior written approval of the President of Institution will expenses incurred in obtaining such consents be paid by Institution.

### 5. Consideration

### [Subject to negotiations between TBR Institution and Author, choose from among the following options and edit as appropriate]

[As this Work is part of the Author’s scope of employment with Institution, in consideration for delivery of the Work in accordance with the provisions of this Agreement, Institution shall provide Author his or her regular salary and benefits while Author is an employee of the Institution.]

[In consideration of and upon delivery and acceptance of the Work in accordance with the provisions of this Agreement, Institution shall pay Author [$\_\_\_\_\_\_].]

[In further consideration of delivery of the Work in accordance with the provisions of this Agreement, Institution shall share in any profits resulting from the commercialization of the Work, with profits split 50% to the Institution and 50% to all Authors (to be shared evenly among the Authors if more than one, unless otherwise agreed to in writing among the Authors).]

[Tuition and fees paid to the Institution in connection with use of the Work shall not be considered profits. Other revenues resulting from commercialization of the Work, less the Institution’s reasonable expenses incurred in the development and commercialization of the Work, shall be deemed to be profits.]

### 6. Revisions

**[Choose one paragraph.]**

[The Author shall retain the right to revise the Work [at one year intervals] for a period of [three (3)] years in accordance with academic standards. The Author further agrees to update the Work within ninety (90) days upon the receipt of a written request from the Institution. The provisions of this Agreement shall apply to each revision of the Work by the Author as though that revision were the Work being published for the first time under this Agreement.]

**[or]**

[The Work is not a work expressing academic expertise requiring periodic review and revision.]

### 7. Amendments

The written provisions contained in this Agreement constitute the sole and entire Agreement made between the Author and the Institution concerning this Work, and any amendments to this Agreement shall not be valid unless made in writing and signed by both parties.

### 8. Construction, Binding Effect, and Assignment

This Agreement shall be construed and interpreted according to the laws of the State of Tennessee and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the Institution 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.

|  |  |
| --- | --- |
| Author:   Address: | [Name of TBR Institution]  By Authorized Officer : |
| Author:  Address: |  |