***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 should also 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.***

## *COPYRIGHT LICENSE 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. Rights Granted

**[Choose one of the following paragraphs.]**

**[Nonprofit Educational Uses**. The Author hereby grants to the Institution, and to all other Institutions governed by the Tennessee Board of Regents, for the full term of this Agreement the non-exclusive right to copy, distribute, display, perform, transmit, and publish for nonprofit educational purposes the educational course materials entitled: [name of work] (hereinafter called "Work").]

**[or]**

**[Non-exclusive Commercial License**. The Author hereby grants to the Institution, and to all other Institutions governed by the Tennessee Board of Regents, for the full term of this Agreement the non-exclusive right to copy, distribute, display, perform, transmit, publish and sell throughout the world the educational course materials entitled: [name of work] (hereinafter called "Work"). This license grant also includes, without limitation, the rights to the Work listed in Section 8 below, with authority to license those rights in all countries and in all languages.]

**[or]**

**[Exclusive Commercial License**. The Author hereby grants to the Institution, and to all other Institutions governed by the Tennessee Board of Regents, for the full term of this Agreement the exclusive right to copy, distribute, display, perform, transmit, publish and sell throughout the world the educational course materials entitled: [name of work] (hereinafter called "Work"). This license grant also includes, without limitation, the rights to the Work listed in Section 8 below, with authority to license those rights in all countries and in all languages.]

**2. Description of the Work**

The Work which is the subject of this Agreement includes: [provide a description of the Work].

### 3. Delivery of the Work

(a) The Author will prepare and 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 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 Author will obtain such consents at his or her own expense after consultation with the Institution and will file them with the Institution at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

### 5. Copyright

The Author authorizes the Institution to register copyright in the Work in the Author's name in the United States and elsewhere as the Institution may elect.

### 6. Author's Warranty

The Author warrants that he or she is the sole owner of the Work and has full power and authority to make this Agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Author will defend, indemnify, and hold harmless the Institution and/or its licensees against all claims, suits, costs, damages, and expenses that the Institution and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the Institution may withhold any sums due the Author under this Agreement.

### 7. Consideration

[Edit the following paragraphs to reflect the nature of the Agreement negotiated with the Author.]

[In consideration of this Agreement, the Institution shall pay the Author the sum of $\_\_\_\_\_\_ upon delivery and acceptance of the work. Institution shall also provide Author release time [describe conditions of release time], access to Institution facilities [describe] and/or use of Institution resources [describe]. In further consideration of this Agreement, the parties shall share in any profits from the commercialization of the Work, with 50% of the profits belonging 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 by 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.]

### 8. Subsidiary Rights

**[Choose the paragraph below that corresponds to the paragraph chosen for Section 1.]**

**[Nonprofit Educational Uses**. The Institution and other TBR Institutions have been granted a limited right to use the Work for nonprofit educational purposes only and therefor does not need subsidiary rights and all such rights are retained by the Author.]

**[or]**

**[Non-exclusive Commercial License**. The Institution shall have the right to license, sell, or otherwise dispose of the following rights in the Work: Publication or sale by book clubs; reprint rights; foreign rights; translation rights; publication in anthologies, compilations, digests, condensations; first and second serial rights (in one or more installments); dramatic, motion picture, and television rights; broadcast by radio; recordings; electronic, mechanical, and visual reproduction; computer programs; microprint, microfiche, and microfilm editions; syndication rights; permission rights (quotations, excerpts, illustrations, etc.); any other rights to the Work not specifically enumerated; and otherwise utilize the Work and material based on the Work.]

**[or]**

**[Exclusive Commercial License**. The Institution shall have the **sole** right to license, sell, or otherwise dispose of the following rights in the Work: Publication or sale by book clubs; reprint rights; foreign rights; translation rights; publication in anthologies, compilations, digests, condensations; first and second serial rights (in one or more installments); dramatic, motion picture, and television rights; broadcast by radio; recordings; electronic, mechanical, and visual reproduction; computer programs; microprint, microfiche, and microfilm editions; syndication rights; permission rights (quotations, excerpts, illustrations, etc.); any other rights to the Work not specifically enumerated; and otherwise utilize the Work and material based on the Work.]

### 9. Revisions

The Author shall retain the right to revise the Work [at one year intervals] during the term of this Agreement 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. In the event that the Author is unable or unwilling to provide a revision within ninety (90) days after the Institution has requested it, or should the Author be deceased, the Institution may have the revision made and charge the cost against the Author's royalties and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

### 10. Term and Termination

**[Choose this first set of paragraphs if the Institution was granted an Exclusive Commercial License in Section 1.]**

[(a) This Agreement shall remain in effect for [three (3)] years unless terminated earlier in accordance with this Section 10. Upon expiration of the term and any renewal term[s] agreed upon pursuant to Section 10(d), or upon earlier termination in accordance with Sections 10(b) or (c), the rights granted in the Work shall revert to the Author, subject to retention by the Institution of the non-exclusive, perpetual right and license to use the Work for internal nonprofit educational purposes and to use the structure and organization of the Work as a guide for the creation of a new course.

(b) In the event that either 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.

(c) The Work shall be considered to be "in use" if it is made available by Institution for distribution or transmission, offered for sale or licensed for distribution, transmission or sale during the term of this Agreement. If the Institution fails to keep the Work in use and the Author makes a written request of the Institution to terminate this Agreement, the Institution shall notify the Author in writing of the Institution's decision in the matter within sixty (60) days after receipt of the written request. If the Institution elects to keep the Work in use, it shall have six (6) months thereafter to comply. If the Institution elects not to keep the Work in use or fails to comply within the six (6) months deadline (unless the failure is due to circumstances beyond its control), then this Agreement shall terminate.

(d) Upon the expiration of the term of this Agreement, the parties may agree to renew this Agreement for an additional [two (2)] year term, upon the same terms and conditions as set forth herein.]

**[Choose this second set of paragraphs if the Institution has either a Nonprofit Educational Use License or a Non-exclusive Commercial License in Section 1.]**

[(a) This Agreement shall remain in effect for [three (3)] year(s) unless terminated earlier in accordance with this Section 10. Upon expiration of the term and any renewal term(s) agreed upon pursuant to Section 10(c), or upon earlier termination in accordance with Section 10(b), the rights granted in the Work shall revert to the Author, subject to retention by the Institution of the non-exclusive, perpetual right and license to use the Work for internal nonprofit educational purposes and to use the structure and organization of the Work as a guide for the creation of a new course.

(b) In the event that either 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.

(c) Upon the expiration of the term of this Agreement, the parties may agree to renew this Agreement for an additional [two (2)] year term, upon the same terms and conditions as set forth herein.]

### 11. Options/Contracts with Third Parties

Nothing contained in Section 10 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 Institution in the income resulting from such Agreements.

### 12. 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.

### 13. 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: |  |