***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.***

## *PARTIAL ASSIGNMENT OF COPYRIGHT OWNERSHIP 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").

**Recitals**

The Parties recognize that the educational course materials developed by Author hereunder (the “Work”) are, absent this Agreement, the sole and exclusive property of Institution. Institution, however, desires to assign a portion of its ownership interest to Author. Author and Institution therefore acknowledge and agree that the Work (and all rights therein, including, without limitation, copyright) is the joint property of Author and Institution. Under law, as joint owners each could act independently of the other in exploiting the Work, with only an obligation to account to each other for a share of any profits. In furtherance of their mutual objectives, the Parties instead will allocate certain of their jointly held rights and responsibilities as set forth in this Agreement.

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

### 1. Rights Granted

**[Choose this first set of paragraphs if the parties want only Institution to have the right to license the Work to others.]**

[(a) Institution (the "Exclusive Licensor") shall have the exclusive right to license the Work to others, including, without limitation, the rights described in Section 7.

(b) The Parties shall share in royalties, if any, as set forth in Section 6.]

**[Choose this second set of paragraphs if both parties will have the right to license the Work or if commercial exploitation is not likely at all.]**

[(a) The Parties have not chosen to allocate the exclusive right to commercially exploit the Work to either Party. Both retain all their rights to license the Work to others and to use the Work for non-commercial purposes.

(b) The Parties shall share in royalties from any commercial exploitation by either of them as set forth in Section 6.]

**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 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. Copyright

The Author authorizes the Institution to register copyright in the Work in the names of the Author and the Institution in the United States and elsewhere as the Institution may elect.

### 6. 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.]

### 7. Subsidiary Rights

**[Choose one paragraph depending on which set of paragraphs you chose for Section 1.]**

[The Exclusive Licensor 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]**

[The Parties do not anticipate commercial exploitation of the Work and so have not allocated the exclusive right to license subsidiary rights to either Party.]

### 8. Revisions

**[Choose one paragraph.]**

[The Author shall retain the right to revise the Work [at one year intervals] 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.]

### 9. Term and Termination

**[Choose this first set of paragraphs if the parties expect to commercially exploit the Work and have given the Institution the exclusive right to license the Work, in accordance with what you chose in Section 1.]**

[(a) This Agreement shall remain in effect for [three (3)] years unless terminated earlier in accordance with this Section 9. Upon expiration of the term and any renewal term(s) agreed upon pursuant to Section 9(d), or upon earlier termination in accordance with Sections 9(b) or (c), the rights granted in the Work shall revert to those provided to joint owners under law.

(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 the Exclusive Licensor for distribution or transmission, offered for sale or licensed for distribution, transmission or sale during the term of this Agreement. If the Exclusive Licensor fails to keep the Work in use and the other party makes a written request to terminate this Agreement, the Exclusive Licensor shall notify the other party in writing of its decision in the matter within sixty (60) days after receipt of the written request. If the Exclusive Licensor elects to keep the Work in use, it shall have six (6) months thereafter to comply. If the Exclusive Licensor 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 parties do not expect to commercially exploit the Work or if neither has the exclusive right to license the Work to others under Section 1.]**

[(a) This Agreement shall remain in effect for [three (3)] year(s) unless terminated earlier in accordance with this Section 9. Upon expiration of the term and any renewal term(s) agreed upon pursuant to Section 9(c), or upon earlier termination in accordance with Section 9(b), the rights granted in the Work shall revert to those provided to joint owners under law.

(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.]

### 10. Options/Contracts with Third Parties

Nothing contained in Section 9 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 either Party in the income resulting from such Agreements.

### 11. 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.

### 12. 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: |  |