

INDEPENDENT CONTRACTOR WORK MADE FOR HIRE AGREEMENT

Educational Course Materials

This Agreement made the th day of , 20 "", by and between ("Author,") and The University of Memphis ("Institution").

THE AUTHOR AND THE INSTITUTION AGREE THAT:

1. Title and Copyright Assignment

- (a) Author and Institution intend this to be a contract for services and each considers the products and results of the services to be rendered by Author hereunder (the "Work") to be a work made for hire by an independent contractor. 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 sell, 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 or 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 development of online course content for

3. Delivery of the Work

- (a) The Author will deliver to the Institution on or before 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. Author's Warranty

The Author warrants that he or she is the sole developer 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.

6. Consideration

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

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 signature

Address

Author signature

Address

Richard Irwin, Interim Vice Provost, Academic Innovation & Support Services

Date