

## **FACULTY OWNERSHIP OF WORK PRODUCT AGREEMENT**

### **Educational Materials**

**This Agreement** made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ("Author," and if there is more than one author, then all of them collectively) and Columbia State Community College ( "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 products to be rendered by Author hereunder (the "Work") are outside of the Author's scope of employment with the Institution, and consequently the Work is agreed to be the sole and exclusive property of Author.

(b), Author does hereby retain 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), Author will be responsible for asserting 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.

##### **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. 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 be responsible for obtaining such consents.

##### **4. Consideration**

Since the work is outside of the Author's scope of employment with the institution, and it is not being performed at the request of the Institution, Institution shall not provide Author any compensation for the work outlined in Section 2 of this Agreement.

**5. 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.

**6. 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: _____	Columbia State Community College]
Address: _____	By Authorized Officer :
_____	_____
	O. Rebecca Hawkins, President

Author: \_\_\_\_\_

Address: \_\_\_\_\_

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