

EMPLOYEE WORK MADE FOR HIRE AGREEMENT

Educational Course 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 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 ____/____/____ 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 will not make any payment to the Author if the agreed upon compensation to paid as a stipend. **Note: If the Author fails to meet the deadline for course completion of a Hybrid or Internet course, payment will be reduced by \$500.00. Payment will be reduced by an additional \$500.00 when the completion date is two weeks past the original due date.** If the agreed upon compensation is in the form of released time, the Author will teach one overload section at no expense to the Institution within the next two academic semesters.

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 identifying the need for and 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

As this work is outside of the Author's scope of employment with Institution, but is being performed at the request of the Institution pursuant to the terms of this Agreement, in consideration of and upon delivery and acceptance of the Work in accordance with the provisions of this Agreement, Institution shall pay Author \$_____, which is the maximum amount of compensations that the Institution shall owe to the Author pursuant to this Agreement.

6. Revisions and Use by Others

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.

Furthermore, the faculty member will have responsibility for mentoring other faculty using the course materials for a period of three years. This responsibility will entail providing the other faculty with updated versions of the materials as they are created; assisting them with use of the materials, including the technology needed to access the materials; and providing feedback, as requested.

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.

Columbia State Community College

Author: _____

By Authorized Officers :

Address: _____

Janet Smith
President

Author: _____

Cathryn McDonald
Vice President for Academic Services

Address: _____
