***[Note: Words contained in brackets indicate that you must choose among the alternatives listed, insert appropriate language, replace the given variable with another or, if the bracketed material is a note to you, like this one, remove the material. Be sure you have addressed all bracketed issues and removed all brackets before signing your agreement.]***

**WORK MADE FOR HIRE AGREEMENT**

**Educational Course Materials**

**This Agreement** made the [date] day of [month], 20[year], by and between [name of author] ("Author," and if there is more than one author, then all of them collectively) and [name of institution] ( "University").

**THE AUTHOR AND THE UNIVERSITY AGREE THAT:**

**1. Title and Copyright Assignment**

(a) Author and University 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. 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 University.

(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 University, 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 an 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 Author hereby waives and appoints University 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 university purposes.

(d) Author agrees to execute all papers and to perform such other proper acts as University may deem necessary to secure for University or its designee the rights herein assigned.

**2. Delivery of the Work**

(a) The Author will deliver to the University 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 University.

(b) If the Author fails to deliver the Work on time, the University will have the right to terminate this agreement and to recover from the Author any sums advanced in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such advances have been repaid.

**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 obtain such consents at his or her own expense after consultation with the University and will file them with the University at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

**4. 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 University and/or its licensees against all claims, suits, costs, damages, and expenses that the University 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 University may withhold any sums due the Author under this agreement.

**5. Consideration**

In consideration for delivery of the Work in accordance with the provisions of this Agreement, University shall pay Author [amount].

**6. Revisions**

**[Choose one paragraph.]**

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 University. 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 University has requested it, or should the Author be deceased, the University may have the revision made and charge the cost against sums due the Author under Section 5 above, if any, and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

**or**

This paragraph has been deleted because the Author's contribution is not a work expressing academic expertise requiring periodic review and revision.

**7. Term and Termination**

(a) This agreement shall remain in effect for [three (3)] years unless terminated earlier in accordance with this Section 7.

(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 [three (3)] year term, upon the same terms and conditions as set forth herein.

**8. Options/Contracts with Third Parties**

Nothing contained in Section 7 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 University in the income resulting from such agreements.

**9. Amendments**

The written provisions contained in this agreement constitute the sole and entire agreement made between the Author and the University concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

**10. Construction, Binding Effect, and Assignment**

This agreement shall be construed and interpreted according to the laws of the State of Texas and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the University 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.

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| --- | --- |
| Author:   Address: | The University of Texas [name of component]  By Authorized Officer : |
| Author:  Address: |  |