

Acct. # _____

Pos. # _____

Term: _____

Contract # _____

EMPLOYEE WORK MADE FOR HIRE AGREEMENT

Tennessee Board of Regents

Of

The State University System and Community College System of Tennessee

Nashville State Community College

Course Development/Redesign

This Agreement made the ____ day of _____ by and between _____ and Nashville State Community College.

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) 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 web course: _____
- Redesign of web course: _____

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.

(c) All course content must be ADA accessible according to NSCC standards and distributed in HTML format (MS Word and Adobe Acrobat can be used only under certain circumstances). The design of the course must allow for it to continue running even if a publisher's or other external websites are down. Designing and developing a course requires more than transfer of lecture notes and Publisher's PowerPoints. More than 85% of the content must be original and authored by the faculty developer.

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 Nashville State Community College Office of Online Learning and will file them with the same office at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

5. Consideration

In consideration of and upon delivery and acceptance of the Work in accordance with the provisions of this Agreement, Institution shall pay Author \$_____. The stipend (up to \$600 per credit hour for new course development and up to \$300 per credit hour for redesign) is payable upon completion of the course and satisfactory completion of the review process.

6. Revisions

The Author must revise/update the Work for a period of three (3) years in accordance with academic standards of the College. Payment includes all required course maintenance, e.g., instructional and material updates, general course revisions, etc., for three years (from the date the developed/redesigned course is first taught) and advising to other instructors who may be assigned to teach the course. 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.

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 Date

Dean Date

Vice President for Academic Affairs Date

President Date

THIS INFORMATION MUST BE COMPLETED BY THE EMPLOYEE BEFORE PAYROLL CHECKS CAN BE PROCESSED.

I accept the appointment as described above. I understand that this appointment is not approved until all signatures have been obtained. I understand that I am not entitled to compensation for any work completed in anticipation of approval. **INITIAL** _____.

_____ I am _____ I am not employed as a permanent part-time or permanent employee at another state agency or institution. In order to process a payroll check, federal regulations require disclosures of your retirement system(s). If none, write in "none."

Retirement System: _____ Retired: ____ Yes ____ No

Employee Signature: _____ Date: _____

