

Acct. # 2-13205

Pos. # 013812

Term: 06M

Contract # C

EMPLOYEE WORK MADE FOR HIRE AGREEMENT

Tennessee Board of Regents

Of

The State University System and Community College System of Tennessee

Nashville State Technical Community College

Educational Course Materials

This Agreement made the 30th day of January 2006, by and between **FACULTY** and Nashville State Technical 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) 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:

- Development of web course: **COURSE**
- Possible revision of the course as recommended by NS Online Committee and/or the appropriate dean.

3. Delivery of the Work

(a) The Author will deliver to the Institution on or before **DUE 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 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 Institution will be responsible for obtaining such consents. Author agrees to assist Institution in 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

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

6. Revisions

The Author shall retain the right to revise the Work 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.

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.

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|---|---------------|-------------------------------------|---------------|
| _____ Dean | _____ Date | _____ Human Resources | _____ Date |
| _____ Faye Jones, Dean of Learning Resources | _____ Date | _____ Ellen Weed, Vice 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 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: _____