



## Work Made for Hire Agreement for Course Maintenance

This agreement is between    
Faculty First Name Faculty Last Name

and Motlow State Community College is for the purpose of developing the new distance-learning course.

Course Information			
Course Number:	<input type="text"/>	Course Rubric:	<input type="text"/>
Course Title:	<input type="text"/>		
Account Number:	<input type="text"/>	Course Instructional Method:	<input type="text"/> ▼
Notes:	<input type="text"/>		

### THE AUTHOR AND THE COLLEGE AGREE THAT:

#### 1. Title and Copyright Assignment

The designated course maintainer (henceforth termed the "Author" for purposes of this Agreement) and Motlow State Community College 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 the rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Motlow State Community College.

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 Motlow State Community College, 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.

If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Author hereby waives and appoints Motlow State Community College 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 college purposes. Author agrees to execute all papers and to perform such other proper acts, as Motlow State Community College may deem necessary to secure for Motlow State Community College or its designee the rights herein assigned.

#### 2. Delivery of the Work

a. The Author will maintain for Motlow State Community College the

henceforth referred to as the "Work" for purposes of this agreement. The Author shall assume responsibility for the Work,

and agrees to maintain (revise and/or update as necessary to ensure consistency and complicity with current discipline area information and data) the Work, with all illustrations, charts, graphs, and other material, including syllabi, handouts,

reference lists, etc., and maintain the Work in the form and content satisfactory to Motlow State Community College.

????b. If the Author fails to maintain the Work in a timely manner as outlined in this agreement and as prescribed and deemed satisfactory by Motlow State Community College, then Motlow State Community College 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 Motlow State Community College and will file them with Motlow State Community College at the time the Work is revised or updated. 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 maintainer 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 College and/or its licensees against all claims, suits, costs, damages, and expenses that Motlow State Community College 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, Motlow State Community College may withhold any sums due the Author under this agreement.

### 5. Consideration

In consideration for maintaining the Work in accordance with the provisions of this agreement, the Author shall receive

from Motlow State Community College,

### 6. Revisions

The Author shall retain the right to revise the Work [as required] during the term of this agreement in accordance with academic standards. The Author further agrees to revise the Work upon request from Motlow State Community College. 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 one year after Motlow State Community College has requested it, or should the Author be deceased, Motlow State Community College 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.

### 7. Term and Termination

a. This agreement shall remain in effect for three (3) years unless terminated earlier in accordance with this section. The term of this agreement shall be

Beginning Term:  Ending Term:

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/Contacts 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 Motlow State Community College 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 Motlow State Community College 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 Tennessee and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to Motlow State Community College shall include their heirs, successors, assigns, and personal representatives.

Author Section (Maintainer)

Banner ID: \*

Author's Email Address

\*

Signature of Author (Maintainer)

Date

Author:

Address

Street \*

\*

City

\*

State

\*

Zip

## Signatures:

Prepared by:

\_\_\_\_\_  
Dean of Academic Technology

\_\_\_\_\_  
Date

Reviewed by:

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Vice President for Academic Affairs

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
College President

\_\_\_\_\_  
Date



## Email Validation for Author

Author Email

padams@mscc.edu

Author Name

\* Phyllis  
First

\* Adams  
Last

Academic Affairs  
Signature

Electronically signed by Heidi Parker on 03/27/2023 10:37:02 AM



## Work Made for Hire Agreement for Course Development Form

This agreement is between \*  
Faculty First Name \*  
Faculty Last Name

and Motlow State Community College is for the purpose of developing the new distance-learning course.

Course Information			
Course Number:	<input type="text"/>	Course Rubric:	<input type="text"/>
Course Title:	<input type="text"/>		
Account Number:	<input type="text"/>	Course Instructional Method:	<input type="text"/> ▼
Notes:	<input type="text"/>		

### THE AUTHOR AND THE COLLEGE AGREE THAT:

#### 1. Title and Copyright Assignment

Author and Motlow State Community College 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 the rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Motlow State Community College.

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 Motlow State Community College, 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.

If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Author hereby waives and appoints Motlow State Community College 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 college purposes.

Author agrees to execute all papers and to perform such other proper acts, as Motlow State Community College may deem necessary to secure for Motlow State Community College or its designee the rights herein assigned.

#### 2. Delivery of the Work

a. The Author will deliver to Motlow State Community College on or before the

Date \* \* \* \*

henceforth referred to as the "Work" for purposes of this agreement. The completed Work, with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., shall be provided in form and content satisfactory to Motlow State

Community College.

b. If the Author fails to deliver the Work on time, Motlow State Community College 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 Motlow State Community College and will file them with Motlow State Community College at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

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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 College and/or its licensees against all claims, suits, costs, damages, and expenses that Motlow State Community College 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, Motlow State Community College 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, the Author shall receive

\*

from Motlow State Community College.

Payment Amount:

Compensation shall be paid the Author when the Work is delivered to the institution.

### 6. Revisions

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 revise the Work upon request from Motlow State Community College. 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 one year after Motlow State Community College has requested it, or should the Author be deceased, Motlow State Community College 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**.

### 7. Term and Termination

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Ending Term:

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.

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Author Section (Maintainer)

Banner ID: \*

Author's Email Address \*

Signature of Author (Maintainer) \_\_\_\_\_ Date \_\_\_\_\_

Author:

Address

Street \*  \*  \*  \*

City City State State Zip Zip

**Signatures:**

Prepared by:

\_\_\_\_\_

Dean of Academic Technology Date

Reviewed by:

\_\_\_\_\_

Director of Human Resources Date

Approved by:

\_\_\_\_\_

Vice President for Academic Affairs Date

Approved by:

\_\_\_\_\_

College President Date

**Email Validation for Author**

Author Email

Author Name \*  \*

First Last

Academic Affairs Signature