



This agreement made by and between _____. "Author" and **Tennessee Technological University** "Institution".

Recitals

The parties recognize that the educational course materials developed by Author hereunder the "Work" are, absent this Agreement, the sole and exclusive property of Institution. Institution, however, desires to assign a portion of its ownership interest to Author. Author and Institution therefore acknowledge and agree that the Work and all rights therein including, without limitation, copyright is the joint property of Author and Institution. Under law, as joint owners each could act independently of the other in exploiting the work, with an obligation to account to each other for a share of any profits. In furtherance of their mutual objectives, the Parties instead will allocate certain of their jointly held rights and responsibilities as set forth in the Agreement.

THE AUTHOR AND THE INSTITUTION AGREE THAT:

1. Rights Granted

- a. The parties have not chosen to allocate the exclusive right to commercially exploit the Work to either Party. Both retain all their rights to license the Work to others and to use the Work for non-commercial purposes.
- b. The Parties shall share in royalties from any commercial exploitation by either of them as set forth in Section 6.

2. Description of Work

The Work which is the subject of this Agreement includes design and development of the course _____.

3. Delivery of Work

- a. The Author will deliver to the Institution on or before **March 31, 2018**, the completed Work with all illustrations, charts, graphs, and other materials, 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 (not including salary) 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 the Institution will expenses incurred in obtaining such consents be paid by the Institution.

5. Copyright

The Author authorizes the Institution to register copyright in the Work in the names of the Author and the Institution in the United States and elsewhere as the Institution may elect.

6. Consideration

In consideration of the upon delivery and acceptance of the Work in accordance with the provisions of this Agreement, Institution shall pay Author **\$2,500**.

In further consideration of delivery of the Work in accordance with the provisions of this Agreement, Institution shall share in any profits resulting from the commercialization of the Work, with profits split 50% to the Institution and 50% to all Authors (to be shared evenly among Authors if more than one, unless otherwise agreed to in writing among the Authors).

Tuition and fees paid to the Institution in connection with use of the Work shall not be considered profits. Other revenues resulting from the commercialization of the Work, less the Institution's reasonable expenses incurred in the development and commercialization of the Work, shall be deemed to be profits.

7. Subsidiary Rights

The Parties do not anticipate commercial exploitation of the Work and so have not allocated the exclusive right to license subsidiary rights to either Party.

8. Revisions

The Author shall retain the right to revise the Work at one-year intervals 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.

9. Term and Termination

- a. This agreement shall remain in effect for three (3) years unless terminated earlier in accordance with this Section 9. Upon expiration of the term and any renewal terms agreed upon pursuant to Section 9a, or upon earlier termination in accordance with Section 9b, the right granted in the Work shall revert to those provided to joint owners under law.
- b. In the event that either Party shall be in default of its material obligation under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, the Agreement shall terminate upon expiration of the sixty (60) day period.
- c. Upon expiration of the term of the Agreement, the Parties may agree to renew this Agreement for an additional two (2) year term, upon the same terms and conditions as set forth herein.

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10. Options/Contracts with Third Parties

Nothing contained in Section 9 shall affect any license or other grant of rights, options, or agreement made with third parties prior to the termination date or the rights of either Party in the income resulting from such Agreements.

11. 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 the Agreement shall not be valid unless made in writing and signed by both Parties.

12. Construction, Binding Effect, and Assignment

The Agreement shall be constructed 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 the Institutions shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date indicated as above.

Date

Faculty

Date

Director of Accelerated Degree Programs

Date

Assoc. VP of Digital and Distance Education