**WORK MADE FOR HIRE AGREEMENT GUIDELINE**

This Agreement made the [date] day of [month], (year), by and between "[name of author] ("Author," and if there is more than one author, then all of them collectively) and Volunteer State Community College "College")

THE AUTHOR AND THE COLLEGE AGREE THAT:

1**. Title and Copyright Assignment**

Author and 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 (**See Exhibit 1 “The Work” for details**). 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 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 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 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.

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

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

**2. Delivery of the Work**

(a) The Author will deliver to the College 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 College. The Work must be completed to meet ADA accessibility guidelines and the College Standards for Online Course Development and Instruction.

(b) If the Author fails to deliver the Work on time, the 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 the College and will file them with the College 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 College and/or its licensees against all claims, suits, costs, damages, and expenses that the 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, the College may withhold any sums due the Author under this agreement.

**5. Consideration**

In consideration for delivery of **an original copy of** the Work in accordance with the provisions of this Agreement, College shall pay Author [amount].

**6. Revisions**

The Author shall retain the right to revise the Work as needed during the term of this agreement in accordance with academic standards. The Author further agrees to revise the Work within one year upon the receipt of a written request from the 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. However, no additional compensation shall be made to the Author for revisions unless provided for in Section 5 above. In the event that the Author is unable or unwilling to provide a revision within one year after the College has requested it, or should the Author be deceased, the 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 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. No additional compensation shall be made to the Author unless provided for in Section 5 above.

**8. Options/Contracts 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 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 the 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 the College 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Author: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VOLUNTEER STATE COMMUNITY COLLEGE:**

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**Director, Distributed Education Date**

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**Division Dean Date**

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**Asst. Vice President for Academic Affairs Date**

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**Vice President for Academic Affairs Date**

**EXHIBIT 1 “THE WORK”**

Course Title:

Course Number:

Credit Hours:

Course Description as it appears in the current academic catalog, including prerequisites:

Format:

Online (100% Asynchronous)

Hybrid ( % online % face-to-face)

Other: (please describe in detail)

Length of course in weeks:

Semester proposed to be first offered:

Fall 20\_\_

Spring 20\_\_

Summer 20\_\_