

**COPYRIGHT LICENSE AGREEMENT**

**Educational Course Materials**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the University of Memphis and"0

**THE AUTHOR AND THE INSTITUTION AGREE THAT:**

**1. Rights Granted**

**Nonprofit Educational Uses.** The Author hereby grants to the Institution, and to all other Institutions governed by the Tennessee Board of Regents, for the full term of this Agreement the non-exclusive right to copy, distribute, display, perform, transmit, and publish for nonprofit educational purposes the educational course materials entitled: "(hereinafter called "Work").

**2. Description of the Work**

The Work which is the subject of this Agreement includes development of the online course and materials within it.

**3. Delivery of the Work**

- (a) The Author will prepare and 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.

**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 the Institution and will file them with the Institution at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

**5. Copyright**

The Author authorizes the Institution to register copyright in the Work in the Author's name in the United States and elsewhere as the Institution may elect.

**6. 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 Institution and/or its licensees against all claims, suits, costs, damages, and expenses that the Institution 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 Institution may withhold any sums due the Author under this Agreement.

**7. Consideration**

In consideration of this Agreement, the Institution shall pay the Author the sum of \$4000 upon delivery and acceptance of the work. Institution shall also provide Author access to Institution facilities and use of Institution resources such as computers and network access.

**8. Subsidiary Rights**

**Nonprofit Educational Uses.** The Institution has been granted a limited right to use the Work for nonprofit educational purposes only and therefore does not need subsidiary rights and all such rights are retained by the Author. The Author

maintains the right to the material in the course. Should the author leave the University he will have the right to use the material elsewhere. However, the University retains the right to use the course through its University programs.

**9. Revisions**

The Author shall retain the right to revise the Work during the term of this Agreement 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. In the event that the Author is unable or unwilling to provide a revision within ninety (90) days after the Institution has requested it, or should the Author be deceased, the Institution may have the revision made by another person.

**10. Term and Termination**

- (a) This Agreement shall remain in effect for three (3) year(s) unless terminated earlier in accordance with this Section 10. Upon expiration of the term and any renewal term(s) agreed upon pursuant to Section 10(c), or upon earlier termination in accordance with Section 10(b), the rights granted in the Work shall revert to the Author, subject to retention by the Institution of the non-exclusive, perpetual right and license to use the Work for internal nonprofit educational purposes and to use the structure and organization of the Work as a guide for the creation of a new course.
- (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-year term, upon the same terms and conditions as set forth herein.

**11. Options/Contracts with Third Parties**

Nothing contained in Section 10 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 Institution in the income resulting from such Agreements.

**12. 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.

**13. 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: \_\_\_\_\_ University of Memphis

Address: \_\_\_\_\_ By Authorized Officer:

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

Address: \_\_\_\_\_ aaaaaaaaaa  
F cp"Ncwo qtg"Date