



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. Author's Warranty**

The Author warrants that he or she is the sole developer 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or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the Institution may withhold any sums due the Author under this Agreement.

#### **6. Consideration**

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

#### **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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*Author signature*

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*Address*

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*Author signature*

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*Address*

SAMPLE