

WORK FOR HIRE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20____, between the University of Maine System, acting through the University of _____ ("University"), and _____ ("Author").

THE AUTHOR AND THE UNIVERSITY AGREE THAT:

1. Author and University 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 rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of University.
2. 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 University, its successors and assigns, the entire right, title and interest in and to the copyright in the Work, and in and to all works based upon, derived from, or incorporating the Work, and in and to all rights corresponding to the foregoing throughout the world.
3. If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Author hereby waives and appoints University 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 of the Work, in any medium, for University purposes.
4. The Author will deliver to the University on or before _____, 20__ the completed Work in a form and content satisfactory to the University.
5. The Author warrants and guarantees to the University that the Work is original on his or her part, is not a derivative work of any other work, and is in no way a violation of, or an infringement upon, any copyright belonging to any third party. The Author shall indemnify and hold the University harmless from and against any and all claims of infringement of copyright by any third party regarding the Work.
6. This agreement constitutes the sole and entire agreement made between the Author and the University concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.
7. This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.
8. The Author shall receive _____ as consideration for the Author's services hereunder.
9. In the event that any one or more of the provisions of this Agreement are determined by a

court of competent jurisdiction to be invalid, void, unenforceable or illegal, the remaining provisions of this Agreement shall continue to be in full force and effect.

10. This Agreement shall be governed and interpreted according to the laws of the State of Maine, except that its conflicts of law provisions shall not apply.
11. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

University of Maine System

Date_____

Author

Date_____