Nashville State Community College

WORK MADE FOR HIRE AGREEMENT

This Agreement is made this XXth day of MONTH, Year, by and between [Insert Employee’s Name] ("Author") and Nashville 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. 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 College 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**

1. The Author will deliver to the College on or before [Insert Date] the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, curriculum map, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the College.

The completed Work to be delivered is defined below:

Planned semester for delivery of online course: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The above-defined Work will:

1. Be created by an Author certified in Quality Course Design Certification (QCDC) through the College’s Office of Online Learning.
2. Design the course as a scalable option to ​accommodate for a 7-week online delivery format (unless a different timeframe is specifically requested in the contract by the Dean and AVPAA).
3. The course will be created within the LMS and be distributed in HTML format.
4. Contain more than fifty percent (50%) original assessment content within the LMS developed by the Author or agreed percentage if less than 50% based upon division requirements. .
5. Include at least three (3) methods of assessment (e.g., discussions, essays, projects, tests, etc.) with associated rubrics that exemplify both summative and formative learning.
6. Be designed so that reviewers have access to all materials and assessment, including published content.
7. Meet the College’s standards for ADA accessibility for all multimedia content. Microsoft and Adobe files can be used if they meet ADA accessibility standards.
8. Include an Alternative Access Plan if the design of the course relies on textbook publisher materials that are not accessible. The Author agrees that designing and developing a course entails more than transferring lecture notes or presentations supplied by the textbook publisher.
9. Meet the quality standards defined by the College’s Office of Online Learning and determined through a course evaluation or OSCQR rubric.
10. Be subject to periodic requests by the College for the Author to make minor edits, revisions or updates for a period up to four (4) years without further renumeration.
11. 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 the Work in accordance with the provisions of this Agreement, College shall pay Author [Insert Amount], payable no later than [Insert Date]. Work is not considered to have been delivered until inspected and expressly accepted by the College.

**6. Term and Termination**

(a) This agreement shall remain in effect [Insert Start Date] through [Insert End Date] unless terminated earlier in accordance with this Section 7. This agreement shall terminate upon expiration of the stated period.

(b) In the event that Author defaults on any of his material obligations under this agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof shall be declared in breach, shall not be entitled to compensation pursuant to this agreement and shall refund any payments advanced and/or received prior to the declared breach.

(c) The Author must revise/update the Work for a period of three (3) years in accordance with academic standards of the College. Payment includes all required course maintenance, e.g., instructional and material updates, general course revisions, etc., for three years (from the date the developed/redesigned course is first taught) and advising to other instructors who may be assigned to teach the course. 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.

**7. 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.

**8. 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.

**9. 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.

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Author’s Signature

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Author’s Address

Authorized Officers of the College:

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Commissioning Department/Division Head’s Signature

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 President’s Signature