University of Wisconsin-Extension
[Address]

Cooperative Extension
[Program Area]
[Telephone / Fax]

SAMPLE COPYRIGHT AGREEMENT AND ASSIGNMENT

This Agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Extension Cooperative Extension (hereinafter "UWEX Cooperative Extension") and _____, [hereinafter "Author"].

Whereas it is the policy of the Board of Regents of the University of Wisconsin System to disclaim copyrights to the Works produced by its employees created during the course of their employment except as stated in General Administrative Policy and Procedure Paper #27 (hereinafter GAPP 27); and

Whereas the parties agree that an exception, [substantial university support/extramural funding] applies to a specific Work (to be) created by the Author and the UWEX Cooperative Extension claims a copyright interest in the Work;

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1.The "Work" for purposes of this agreement is described as:

_____

_____

_____

2. The Author agrees that all right, title, and interest in the Work, including subsidiary rights and the right to maintain copyright in the name of the Board of Regents of the University of Wisconsin System, is, or shall be by assignment through this Agreement, exclusively vested with UWEX Cooperative Extension.

3. The Author warrants:
a. that the Work does not infringe any valid copyright or other proprietary right of any other person;
b. that the Author has the power to convey all rights granted and assigned in this Agreement;
c. that the Work contains no libelous, defamatory or other unlawful material and Author (jointly and severally) agrees to hold UWEX Cooperative Extension harmless from any claim, suit or proceeding based on the grounds that the Work contains such harmful matter, and agrees to indemnify UWEX Cooperative Extension for reasonable expenses incurred in defending, settling, or otherwise responding to such claims; and
d. that the copyright has not been assigned previously nor the Work published.

4. If the Work includes any copyrighted material not in the public domain, the Author will obtain permissions for the use of such material, and provide copies of such permissions to UWEX Cooperative Extension before the Work is published. The cost for obtaining the permissions shall be borne by the [Author(s)/ UWEX Cooperative Extension] [choose one].

5. If UWEX Cooperative Extension intends to revise or publish future editions of the Work, it hereby grants the right of first refusal to the Author to modify or edit the Work on behalf of UWEX Cooperative Extension. If Author does not provide an acceptable revision within a reasonable time or should Author be deceased, unable or unwilling to revise the Work, UWEX Cooperative Extension may have the revision or edition prepared. UWEX Cooperative Extension agrees that the Author shall have an opportunity to read and correct the edited or modified manuscript in proof if the Author so requests in writing within ten (10) days of the completed revisions or edition by UWEX Cooperative Extension. UWEX Cooperative Extension will consult with Author when the Work is considered for uses other than the one(s) for which it was produced. If UWEX Cooperative Extension continues the use of the Work or authorizes its use by others contrary to the recommendation of the Author, UWEX Cooperative Extension shall not advertise or present the Work as the work of the Author.

6. The Author will not, without written consent of UWEX Cooperative Extension, publish any abridged or other version of the Work, any derivative work, or any Work of a similar character tending to interfere with sales of the Work covered by this Agreement. Such consent will not be unreasonably withheld.

7. When the Work is complete and acceptable for publication, UWEX Cooperative Extension shall perform, at its discretion, reasonable efforts to market the Work.

8. If UWEX Cooperative Extension determines that further publication of the Work is not desired it shall have the right to terminate this Agreement by sending written notification to the Author. Upon such termination, the Author may request in writing that UWEX Cooperative Extension assign the copyrights to the Author. Approval of such request will not be unreasonably withheld.

9. This Agreement and its attachments, if any, incorporated herein, constitute the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings and agreements, oral and written, relating hereto, and may be amended at any time only in a writing signed by both parties.

10. The delay or failure of any 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, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

11. This Agreement shall be governed by and construed under the laws of the State of Wisconsin, which shall be the forum for any lawsuits arising from or incident to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

For the Board of Regents of the
University of Wisconsin System
on behalf of UWEX Cooperative Extension:

Author(s):

_____ _____