

## ASSIGNMENT OF COPYRIGHTS

This Assignment of Copyrights is effective on the [REDACTED] day of [REDACTED], [REDACTED], by [REDACTED] (hereafter referred to as "Assignor") and involves an assignment to the **Department of [REDACTED]**, Iowa State University of Science and Technology, an institution of higher education organized under the laws of the State of Iowa (hereafter referred to as "ISU-DEPT").

WHEREAS, Assignor has developed a college level course entitled, [REDACTED], more fully described as "[REDACTED]" (hereafter "the Work");

and

WHEREAS, the College of Agriculture at ISU desires to offer the above referenced course to third parties by way of World Wide Web (Internet), CD ROM/DVD, and/or Streaming Technology to provide distance learning opportunities;

and

WHEREAS, the parties desire that the Assignor's rights in the Work be transferred to ISU-DEPT for the purposes of developing distance learning opportunities for the Work.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. **Assignment.** Assignor hereby assigns to ISU-DEPT, its successors and assigns, all right, title and interest in the Work, including all copyrights, and including the right to reproduce, display, edit, modify, distribute and transmit the Work, and to create derivative works based on the Work. This Assignment is a worldwide assignment and not limited to any particular geographic area.

2. **Use.** This Assignment includes the right for ISU College of Agriculture to use the Work within ISU and for use with other distance learning opportunities. Assignor agrees that if he does not desire to continue updating the content of the Work, ISU-DEPT has the right to assign the responsibility to another faculty member to revise and update the materials included in the Work.

3. **Preexisting Materials.** ISU-DEPT acknowledges that the Work contains the preexisting materials, such as oral lectures, notes, lessons planned, photographs, drawings, graphs, and other images and the like that are created and are owned by Assignor and that Assignor has used for instructional purposes in college classes previously conducted by the Assignor. Assignor shall retain ownership of all rights, including any copyrights, in the preexisting materials, and ISU-DEPT shall obtain no rights in such preexisting materials other than the rights granted herein in connection with the Work. Notwithstanding the foregoing, nothing contained herein shall restrict ISU-DEPT's right to edit, modify or create derivative works of the Work, including the preexisting materials embodied therein.

4. **Compensation.** Since the Work was developed as part of the Assignor's duties and responsibilities within the College of Agriculture, no additional compensation beyond the Assignor's current annual salary will be provided to the Assignor for the development of the Work. In the event the ISU College of Agriculture receives revenue from third parties from the licensing, sale, or other use of the Work, the Assignor or the Assignor's department may receive compensation from ISU College of Agriculture in accordance with the customary practices and policy of the ISU College of Agriculture.

5. **Assignor's Warranties.** Assignor warrants that, other than third party materials identified to ISU-DEPT, the Work is original and does not infringe any copyrights or any other rights of any third party, and that all permissions for ISU-DEPT to exercise the rights granted herein have been, or will be, obtained from third parties as required by law. Assignor warrants that he is the sole and exclusive lawful owner of the Work, and that he has not assigned any rights in the Work to any other party, that the Work is free and clear from any encumbrances, liens, etc., and free from any and all claims of any persons, firms or corporations whatsoever except as have been identified to ISU-DEPT.

6. **General Provisions.**

- (a) In the event any provision of this Assignment shall be deemed to be invalid or void under any applicable law, the remaining provisions shall not be affected thereby and shall continue in full force and effect.
- (b) This Assignment shall be governed in accordance with the laws of the State of Iowa and of the United States of America.

IN WITNESS WHEREOF, the parties have executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**ASSIGNOR:** \_\_\_\_\_

Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

\_\_\_\_\_  
(Date)

**ISU-DEPT: Department of** \_\_\_\_\_

DEO Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

\_\_\_\_\_  
(Date)