

COPYRIGHT ASSIGNMENT AGREEMENT

(Single Author)

This Copyright Assignment Agreement is made by and between _____ (“Author”) and The City University of New York, by and on behalf of its School of Professional Studies (“University”), and shall become effective as of the date the Agreement is signed by the University.

In consideration of the mutual promises in this Agreement, the Author and the University agree as follows:

1. **Author's Warranty.** The Author represents and warrants that:
 - (a) he or she is the sole creator and owner of all the deliverables necessary for teaching the online course titled _____, such as syllabi, handouts, reading lists, individual and group exercises, and instructor guides (collectively, the “Course”), and holds the complete and undivided copyright interest in the Course;
 - (b) he or she has full power and authority to make this Agreement; and
 - (c) the Course does not infringe any copyright, violate any property or other rights of third parties, or contain any scandalous, libelous, or unlawful material.
2. **Assignment.**
 - (a) The Author hereby assigns to the University, its successors and assigns, the entire right, title and interest in and to the copyright in the Course, and in and to all works based upon, derived from, or incorporating the Course, and in and to all income and royalties now or hereafter due with respect thereto, and in and to all rights corresponding to the foregoing throughout the world. The Author agrees to execute all papers and to perform such other proper acts as University may deem necessary to secure for University or its designee the rights assigned herein.
 - (b) As consideration for the foregoing assignment, the University shall pay the Author:
 - (i) \$3,000; and
 - (ii) an additional \$1,000 to be paid following the second term during which someone other than the Author taught the Course.
3. **University's Rights.** The Author acknowledges and agrees that upon execution of this Agreement by the parties, the University, as owner of copyright in the Course, will have the right to make whatever use of the Course it may deem appropriate, subject to Section

5 below and to the University's duty to compensate the Author pursuant to this Agreement. In particular, the Author acknowledges that the University will have the following rights, among others:

- (a) to register copyright in the Course in the University's name in the United States and elsewhere as the University may elect;
- (b) to select the individual(s) who will teach the Course;
- (c) not to distribute or publish the Course;
- (d) to license, sell, or otherwise dispose of any or all rights in the Course and otherwise utilize the Course and material based on the Course; and
- (e) of access to all parts of the Course for any reason, including administration and maintenance purposes.

4. **Use for SPS.** Notwithstanding anything to the contrary in Section 3, the University agrees that it shall limit its use of the Course to use in the CUNY Online Baccalaureate to be delivered by the University's School of Professional Studies, unless the University and the Author agree otherwise in writing.
5. **Author's Use Rights.** Notwithstanding anything to the contrary in Sections 2 or 3, the Author shall retain a nonexclusive right to use the Course for non-commercial educational purposes, including the right to use the Course in teaching elsewhere should the Author leave the University, and the exclusive right to develop and publish or have published a textbook derived from all or part of the Course.
6. **Revisions.** The University hereby grants the Author the right of first refusal to revise the Course in accordance with academic standards. Such right shall expire three (3) years from the date of this Agreement unless the parties agree to renew the right for a period not to exceed an additional three (3) years.
 - (a) Upon the receipt of a written notice from the University that it intends to have the Course revised, the Author shall either (i) revise the Course within ninety (90) days, or (ii) promptly notify the University that it declines to revise the Course.
 - (b) In the event that the Author declines to revise the Course or is unable to provide a revision within ninety (90) days after the University has notified the Author of its intention to have the Course revised, or should the Author be deceased, the University may have the revision made by an individual or individuals chosen by the University and may display, in the revised Course and in advertising, the name of the individual or individuals who performed the revision.

(c) Assignment of Copyright in Revisions.

- (i) The Author hereby assigns to the University, its successors and assigns, the entire right, title and interest in and to the copyright in each revision to the Course made by the Author, and in and to all works based upon, derived from, or incorporating such revisions, and in and to all income and royalties now or hereafter due with respect thereto, and in and to all rights corresponding to the foregoing throughout the world. The Author agrees to execute all papers and to perform such other proper acts as University may deem necessary to secure for University or its designee the rights assigned herein.
- (ii) As consideration for the foregoing assignment, the University shall pay the Author \$3,000, payable upon Author's delivery of his or her first Course revision, if any.

(d) Sections 1, 3, 4 and 5 of this Agreement shall apply to each revision of the Course as though that revision were the original Course.

7. **Amendments.** This Agreement constitutes the sole and entire agreement made between the Author and the University concerning the Course, superseding any and all prior agreements or understandings, and may not be amended except by a written document signed by both parties.
8. **Applicable Law.** This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of New York. Any action to enforce this Agreement shall be brought in the federal or state courts located in the City of New York.

IN WITNESS WHEREOF, the parties have duly signed this Agreement as of the date(s) written below.

AUTHOR

Signature

Printed Name

Date

THE CITY UNIVERSITY OF NEW YORK
By and on behalf of its
SCHOOL OF PROFESSIONAL STUDIES

By:

Signature

Associate Dean of Administration &
Finance

Date