

Appendix A Norwich University Copyright Assignment and Agreement Form

Draft [includes revenue distribution]

This agreement is between the Board of Trustees of Norwich University on behalf of the Department/Division of _____ (hereinafter "_____") and _____, [hereinafter "Author(s)"].

Whereas it is the policy of Norwich University to disclaim copyrights to the Works produced by its faculty created during the course of their employment except as stated in _____; and

Whereas the parties agree that an exception, [substantial university support/extramural funding] applies to a specific Work (to be) created by the Author(s) and Norwich University 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(s) agree(s) 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 Trustees of Norwich University, is, or shall be by assignment through this agreement, exclusively vested with Norwich University.
3. The Author(s) warrant:
 - a) that the Work does not infringe any valid copyright or other proprietary right of any other person;
 - b) that the Author(s) have 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(s) (jointly and severally) agree(s) to hold Norwich University harmless from any claim, suit or proceeding based on the grounds that the Work contains such harmful matter, and agrees to indemnify Norwich University 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(s) will obtain permissions for the use of such material, and provide copies of such permissions to Norwich University before the Work is published. The cost for obtaining the permissions shall be borne by the [Author(s)/NU Department of _____][choose one].

5. If Norwich University intends to revise or publish future editions of the Work, it hereby grants the right of first refusal to the Author(s) to modify or edit the Work on behalf of Norwich University. If Author(s) do(es) not provide an acceptable revision within a reasonable time or should Author(s) be deceased, unable or unwilling to revise the Work, Norwich University may have the revision or edition prepared and may deduct the authorship cost from the Author's royalties. Norwich University agrees that the Author(s) shall have an opportunity to read and correct the edited or modified manuscript in proof if the Author(s) so request(s) in writing within ten (10) days of the completed revisions or edition by Norwich University. Norwich University will consult with Author(s) when the Work is considered for uses other than the ones for which they were produced. If Norwich University continues the use of the Work or authorizes its use by others contrary to the recommendation of the Author(s), Norwich University shall not advertise or present the Work as the work of the Author.
 6. The Author(s) will not, without written consent of Norwich University, 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, Norwich University shall perform, at its discretion, reasonable efforts to market the Work.
 8. A royalty statement shall be prepared by Norwich University as of [__date__] of each year of publication, and within _____ days thereafter Norwich University shall pay the appropriate royalty based on the following schedule:

 Prior to recovery of Norwich University costs:
 Author(s) 10%*
 Norwich University 90%

 After recovery of Norwich University costs:
 Author(s) 50%*
 Norwich University 50%
- * NOTE: Multiple authors will share this amount as agreed to among themselves and give written notice to Norwich University of their agreement.
- The distribution of royalties to Author(s) shall continue under the terms of this Agreement regardless of the Author(s) termination of employment with Norwich University.
9. Notwithstanding the above, royalty accounting and payments will be discontinued when, for two (2) successive royalty periods, earned royalties from all sources do not exceed [twenty-five dollars (\$25.00)].

10. If Norwich University 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(s). Upon such termination, the Author(s) may request in writing that Norwich University assign the copyrights to the Author(s). Approval of such request will not be unreasonably withheld.
11. 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.
12. 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.
13. This Agreement shall be governed by and construed under the laws of the State of Vermont, 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 Trustees of Norwich University on behalf of the
_____ Department/Division:

Author(s):