

## **Appendix B A Template to Execute a Joint Copyright Ownership Agreement between Two or More Authors**

This agreement is between \_\_\_\_\_ and \_\_\_\_\_.

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. Each author agrees that all right, title, and interest in the Work, including subsidiary rights and the right to maintain copyright jointly in the names of \_\_\_\_\_ and \_\_\_\_\_ is, or shall be by assignment through this agreement, vested jointly with the authors.
3. Each Author warrants:
  - a) that the Work does not infringe any valid copyright or other proprietary right of any other person;
  - b) 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 Authors will assure that permissions are obtained for the use of all such material. Each will hold copies of all such permissions before the Work is published.
5. If either author intends to revise or publish future editions of the Work, that author hereby grants the right of first refusal to the other Author to participate in the modification or editing of the Work. If either Author does not provide an acceptable revision within a mutually agreed upon reasonable time, or should one of the Authors be deceased, unable or unwilling to revise the Work, the other Author may revise or edit the future edition. The Authors will consult with each other when the Work is considered for uses other than the ones for which they were produced.
6. The Authors will not, without mutual written agreement, 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. The Authors will write and sign an agreement acceptable to both regarding royalty distribution.
8. 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.

9. The delay or failure of any party to exercise any of its rights under this Agreement for 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.

10. 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.

\_\_\_\_\_ Date: \_\_\_\_\_

Author(s):

\_\_\_\_\_ Date: \_\_\_\_\_

Author(s):