

COPYRIGHT LICENSE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20____, between the University of Maine System, acting through the University of _____ ("University"), and _____ ("Author").

WHEREAS, University plans to create a _____ entitled _____ (the "Work");

WHEREAS, the Author owns the copyright, title, trademarks and all other related rights in and to the his/her original work entitled " _____ " (hereinafter "Material"); and

WHEREAS, University desires to obtain the rights to incorporate the Material into the Work;

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

1. Author grants to the University a non-exclusive, irrevocable license to:
 - a. incorporate the Material into the Work and use, reproduce, distribute, and sell the Work in any and all media;
 - b. use Author's name, likeness and biographical information in connection with the packaging, advertising, publicizing, marketing and distribution of the Work and derivative works of the Work;
 - c. publicly perform and authorize others to publicly perform the Work, including the Material incorporated therein, in any and all media in connection with the advertising, publicizing, marketing, distribution and use of the Work.
 - d. create, use, distribute, reproduce, publicly perform and authorize others to create, use, distribute, reproduce and publicly perform derivative works of the Work, including the Material incorporated therein, in any and all media.
2. Author reserves unto him/herself all rights in the Material of every kind and nature except those specifically granted to the University and shall retain ownership of the Material.
3. University shall be the sole owner of the Work and all proprietary rights in and to the Work, including full domestic and foreign copyright; except, such ownership shall not include ownership of the copyright in and to the Material or any other rights to the Material not specifically granted in Section 1 above.

4. This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.
5. The Author warrants and guarantees to the University that the Author is the sole owner of the Material and that the Material is original on his or her part, is not a derivative work of any other work, and is in no way a violation of, or an infringement upon, any copyright belonging to any third party. The Author shall indemnify and hold the University harmless from and against any and all claims of infringement of copyright by any third party regarding the Material.
6. The Author shall receive one (1) free copy of the Work, but shall receive no royalties or other payments of any kind.
7. This agreement constitutes the sole and entire agreement made between the Author and the University concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.
8. In the event that any one or more of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, void, unenforceable or illegal, the remaining provisions of this Agreement shall continue to be in full force and effect.
9. This Agreement shall be governed by and interpreted according to the laws of the State of Maine, except that its conflicts of law provisions shall not apply.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

University of Maine System

Date _____

Author

Date _____