

Attachment 5 – Work-For-Hire Agreement

This agreement is entered into this ____ day of _____, 20____, by and between Yale University, acting on behalf of [Name of Unit] (“Yale”) and _____ (hereafter “Contributor”). For and in consideration of the mutual promises set forth below, the parties agree:

1. Contributor shall [here insert a detailed description of the work to be provided by Contributor, including the specific duties and responsibilities].
2. Contributor acknowledges that all work [s/he] provides under this Agreement is provided as an independent contractor as a work-made-for-hire under the U.S. Copyright Laws and Yale shall be considered the author of the Works for purposes of copyright. In the event any of the works is not a work-made-for-hire or to the extent any such work is not copyrightable subject matter, Contributor hereby irrevocably assigns to Yale exclusively all of Contributor’s right, title and interest in and to such work, for use in any and all media, now known or hereafter created, and for any and all purposes in perpetuity throughout the world. Contributor hereby waives any claim to so-called “moral rights” or rights of “droit moral” that Contributor may have now or in the future in any jurisdiction with respect to the Works. Contributor agrees to execute all documents and to take all steps as Yale or its assignee finds appropriate to evidence Yale’s or its assignee’s rights in the works. This paragraph shall survive expiration or any termination of this agreement.
3. [If applicable]: Yale shall pay to Contributor the total amount of \$_____ for [his/her] services as follows: [describe the timing of payments and other relevant payment terms].
4. Contributor agrees that all work under this Agreement shall be completed on or before _____. In the event that Contributor fails to complete the work by that date, Yale may, at its option, extend this Agreement for a fixed period of time as it determines to be appropriate. In the alternative, Yale may obtain the services of another contractor to perform the work described in paragraph 1, in which case the Contributor shall provide Yale with all work produced to the date of Yale’s election under this paragraph.
5. Contributor represents and warrants that all materials furnished and used under this agreement are his/her own original works or materials for which s/he has obtained ownership of the copyright. Contributor further represents and warrants that the materials do not infringe on any copyright, privacy right, common law right, or any other rights of any third party.
6. Contributor agrees to indemnify and hold Yale harmless from and against all liability, injuries, claims, damages or loss, including costs, expenses, and attorneys’ fees, which arise in connection with, in relation to, or as a result of Contributor’s negligent acts or omissions under this Agreement or in connection with Contributor’s breach of warranties or representations under this Agreement. The foregoing agreement to indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused directly by the intentional, willful, or reckless acts of Yale.

7. [If applicable] Contributor's contribution to any copyrighted work resulting from the performance of services under this Agreement shall be acknowledged: _____.

8. This Agreement is governed by and interpreted in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law. All disputes regarding this Agreement shall be resolved in the state or federal courts located in New Haven, Connecticut.

For Yale University
Date: _____

Contributor
Date: _____