

AUTHOR WORK MADE FOR HIRE ACKNOWLEDGEMENT AND AGREEMENT

Author Name: _____

Author Address: _____

Employer: State University of New York and SUNY Cobleskill Ag & Tech (hereinafter “SUNY”)

Detailed Description of the Work:

The author will create, design, and develop the course content including all necessary instructional materials, as outlined in the attached document, for the following course(s):

Course Code (if applicable)	Course Title	# of Credits or Indicate Non-Credit	Mode of Delivery

By signing below, I acknowledge, understand, and agree to the following:

- (1) I have read and understand the [SUNY Board of Trustees Copyright policy § 355.29](https://www.suny.edu/sunypp/documents.cfm?doc_id=291#:~:text=%C2%A7%20335.29%20Copyright%20policy.,university%20in%20the%20finished%20work.) [https://www.suny.edu/sunypp/documents.cfm?doc_id=291#:~:text=%C2%A7%20335.29%20Copyright%20policy.,university%20in%20the%20finished%20work.].
- (2) SUNY has employed me, or directed me within the scope of my employment, to perform certain services, including the creation or development of copyrightable work(s) described above (the “Work”).
- (3) The Work shall be a “work made for hire” owned by SUNY and SUNY has the right to publish the Work (in whole or in part) without copyright or to copyright the Work in SUNY’s own name. Without limitation, SUNY may publish, distribute, store, broadcast, display, perform or otherwise use the Work (including derivative works), in whole or in part, in any form or format, tangible or intangible, known or unknown, for any purpose whatsoever.
- (4) The services will be performed by me, and any Work will be my original work and will not violate or infringe upon the intellectual property rights of any third party.
- (5) SUNY is not required to publish the Work or offer any courses incorporating the Work.

- (6) I do not have the exclusive right to teach any course created or developed from the Work. SUNY has the right to hire or permit other faculty members to teach any course incorporating the Work, in whole or in part.
- (7) Without limitation, SUNY may edit, revise, shorten, lengthen, divide, create derivative works, or otherwise change the Work, in whole or in part, without my permission.
- (8) **[IF APPLICABLE]** I will be compensated _____ for performance of the services and creation of the Work. I understand that such compensation is contingent upon successful completion of the services and delivery of the Work in accordance with agreed upon specifications and timelines dictated by SUNY.
- (9) **[IF APPLICABLE]** These services are in addition to my regular professional responsibilities to SUNY and will be deemed "extra service" for which I have obtained prior written approval from my supervisor and SUNY institution (using the prescribed UP-8 form).
- (10) **[IF APPLICABLE]** I irrevocably grant to SUNY permission and a non-exclusive, royalty-free, worldwide, perpetual right and license to use my name, image and likeness in or about the Work, in any form or format, tangible or intangible, known or unknown **[provided, however, that the Work is not materially or substantively changed]**. Nothing herein shall require SUNY to use my name, image or likeness in or about the Work or be deemed to limit SUNY's rights with respect to the Work.

BY SIGNING BELOW, I ACKNOWLEDGE AND AGREE THAT I AM THE AUTHOR IDENTIFIED ABOVE, THAT I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT, AND INTEND TO BE LEGALLY BOUND.

Employee

Printed Name

Signature of Employee

Date

Provost and Vice President for Academic Affairs

Printed Name

Signature

Date