

# Agreement for Use of Washington County School District Copyright

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by the Washington County School District (hereinafter "District") and \_\_\_\_\_ (hereinafter "Licensee").

**WHEREAS**, The District is the owner of a Copyright known as \_\_\_\_\_ (hereinafter "the Work"). Which Copyrighted work was, at least in part, the result of work performed by Licensee within the scope of his/her employment with the Washington County School District.

**WHEREAS**, the Licensee(s) expended significant time and effort, as set forth in the Statement and Acceptance attached hereto, into the development of the above Work owned by the District.

**WHEREAS**, the District wishes to allow Licensee(s) to market and/or publish the Work.

**WHEREAS**, the District and Licensee(s) wish to set forth the terms and conditions under which the Licensee(s) can use the District's Work herein described for the use and benefit of the Licensee(s).

Based on the foregoing, the parties hereby agree as follows:

1. Licensee(s) is hereby authorized to publish, market, and sell the Work and to receive compensation therefrom;
2. Licensee(s) agrees not to use District time to publish, market, or sell the Work;
3. District resources shall not be used to publish, market, or sell the Work;
4. The published Work must acknowledge the District as the owner of the Copyright of said Work;
5. The financial benefit associated with the marketing, publishing, or selling of the Work shall be (check one) : (a) paid solely to Licensee(s) or (b) split between the Licensee(s) and the District in the following manner:  

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6. The District shall have the right, as the owner of the Copyright, to reproduce the Work at its own cost, and Licensee(s) hereby grants to the District the right to

reproduce any additions, upgrades, or enhancements of the Work created by Licensee(s) at no cost to the District;

7. Licensee(s) assumes all financial, legal, and other risk associated with publishing, marketing, and selling the Work, and hereby indemnifies and agrees to hold the District harmless from any and all losses of any kind associated with the Licensee(s) publication, marketing, sell, or other use of the Work.
8. The District reserves the right to change, edit, or otherwise alter the Work for its use;
9. Any publication, marketing, or sales contract to be entered into by the Licensee(s) shall be approved by the District prior to being submitted to any entity for such purposes, and the District shall have the right to insist that any of the terms set forth herein between the District and Licensee(s), and any related terms, be included in any contract executed by Licensee(s).

WASHINGTON COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

LICENSEE(S)

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_