Intellectual Property

A  In addition to the provisions set forth in Paragraph 15 of this Contract, all works of whatever description created pursuant to this Contract (“Works”) shall be deemed works for hire, and all rights and privileges attendant to such Works shall belong exclusively to the University. In the event that a court of competent jurisdiction determines that any such Work or Works do not constitute a work for hire, the Contractor hereby assigns to the University, at no additional cost, all rights and privileges the Contractor has or may have in the Works, including but not limited to all rights under copyright law.

B  Paragraph (A) above shall not apply to any works not created specifically for performance under this Contract (“Non-Original Works”). With respect to all such Non-Original Works provided pursuant to this Contract, the Contractor agrees to obtain for the University, at no charge in addition to the price agreed upon pursuant to the terms of this Contract, a license to use said Non-Original Works for the uses intended under this Contract. This Paragraph B shall not apply to any works created pursuant to this Contract that are derivative of Non-Original Works (“Derivative Works”). The terms of Paragraph A herein shall apply to all such Derivative Works.

C  The Contractor warrants that it has full power and authority to grant the rights granted by this Contract to the University with respect to all works provided under this Contract, whether identified in Paragraph (A) or (B) or elsewhere in this Contract; and that the license to and used by the University of said works will not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent invention, proprietary information, nondisclosure or other rights of any third party.

D  Title and all rights or privileges to all graphics and text material provided to the Contractor by the University and/or its employees in connection with the performance of this Contract shall remain the exclusive property of the University of Massachusetts, and the Contractor will not receive any title, rights or privileges in such materials. The University grants to the Contractor a limited license in such materials exclusively for the purpose of carrying out the Contractor’s obligations under this Contract.

Initialed: University______ Contractor ______