

SAMPLE WORK-FOR-HIRE AGREEMENT

AGREEMENT FOR PERSONAL SERVICES

This agreement is entered into this ____ day of _____, 20__, between the Board of Regents of the University of Wisconsin System acting on behalf of UW-Extension Cooperative Extension [Dept.] (hereafter, "UWEX CES [Dept.]) and _____ (hereafter "Contractor"). For and in consideration of the mutual promises set forth below, the parties agree:

1. Contractor shall [here insert a detailed description of the work to be performed by, and the specific duties and responsibilities of, the contractor].
2. Contractor acknowledges that all services [s/he] provides under this Agreement are provided as an independent contractor on a work-for-hire basis. Copyright in any work resulting from the performance of the services under this agreement shall vest and be held in the name of the Board of Regents of the University of Wisconsin System.
3. UWEX CES [Dept.] shall pay to Contractor the total amount of \$_____ for [his/her] services as follows: [describe the timing of payments and other relevant payment terms].
4. Contractor agrees that all work under this Agreement shall be completed on or before _____. In the event that Contractor fails to complete the work by that date, UWEX CES [Dept.] may, at its option, extend this Agreement for a fixed period of time it determines to be appropriate. In the alternative, UWEX CES [Dept.] may obtain the services of another contractor to perform the work described in paragraph 1, in which case the Contractor shall provide UWEX CES [Dept.] with all work produced to the date of UWEX CES [Dept.] election under this paragraph.
5. Contractor 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. Contractor further warrants that the materials do not infringe on any copyright, common law right, or proprietary right of any third party.
6. UWEX CES [Dept.] will acknowledge Contractor's contribution to any copyrighted work resulting from the performance of services under this Agreement.
7. To the extent permitted by Wisconsin law, the parties agree to save, hold harmless and defend each other and their respective agents, employees, and officers against any and all liability claims and costs of whatever kind or nature, for injury to or death of any person or persons, and for loss or damage to any property or property interest or loss of personal or financial interests occurring in connection with or in any way incidental to or arising out of the actions or any activities associated with the terms of this Agreement.

Contractor

Board of Regents of the
University of Wisconsin System,
on behalf of UWEX CES [Dept.], by
[name of contracting officer]