

WORK MADE FOR HIRE AGREEMENT

This "Work Made For Hire" Agreement (hereinafter the "Agreement") is made and entered on this day _____ (the "Effective Date") by and between _____ [INSERT COMPANY NAME FORM, EX: ELEARNING LLC.], a California COMPANY doing business at _____, _____ California, (hereinafter "COMPANY")

and _____ a _____ [INSERT CONTRACTOR COMPANY STATE OF INCORPORATION] COMPANY with its registered office at _____ [INSERT CONTRACT COMPANY NAME]

Or

IF CONTRACTOR IS AN INDIVIDUAL RESIDING IN THE UNITED STATES, ATTACH W9 TO THIS AGREEMENT AND HAVE CONTRACTOR FILL OUT THE FOLLOWING;

Mr./Ms. _____ [insert individual contractor name] residing at _____

SOCIAL SECURITY NUMBER _____.

IF CONTRACTOR IS AN INDIVIDUAL RESIDING OUTSIDE THE UNITED STATES, ASK FOR PASSPORT COPY TO BE ATTACHED TO THE AGREEMENT.

(hereinafter "Content Developer").

COMPANY and Content Developer/You are jointly referred to as the "Parties".

Recitals

COMPANY develops, produces, publishes, broadcasts, and distributes eLearning content through various proprietary or third party online platforms.

Content Developer is a teacher/educator/trainer/coach, and/or has experience in the art of teaching, and creating, editing, reviewing, online educational material and courses, using the formats, third party software, and platforms, described in COMPANY's online request for proposal.

COMPANY wishes to order from Content Developer, on a "work made for hire basis," design, development, and editing services for COMPANY's eLearning content and material as detailed in the proposal agreed to between the Parties (either through an online working platform or via email) ("Proposal"), and subject to the terms and conditions set forth in this Agreement.

Therefore, in consideration of the mutual covenants, and other good valuable consideration contained herein or in any order placed by the COMPANY and accepted by Content Developer (either through an online working platform or via email), COMPANY and Content Developer agree as follows:

The recital forms an integral part of this Agreement.

1. Obligations of Content Developer

(i) Orders and Deliverables

Any Proposal agreed to between the Parties either via email or through an online working platform, shall become an order, and be incorporated to and governed by this Agreement ("Order").

Content Developer will (a) edit eLearning content, templates, and materials provided by Company (b) design the look and feel of the eCourses set forth in the Order, (c) build eCourses ("Services").

To perform the Services, Content Developer will be using the scripts provided by COMPANY, the Articulate Storyline software (or any other third party software or format set forth in the Order) and guidelines, methodology, method, architecture and tools provided by COMPANY to Content Developer, together with early versions and/or elements of the eCourse, if any ("Company Material").

Content Developer will complete and deliver the Services in the required format on or before the date set forth in the Order. “Work Product” means (i) all or part of the original eLearning **courses and content as edited by Content Developer** - including all textual, animated, and vocal material, templates, source codes, object code, milestones, and deliverables – **and (ii) the look and feel of the eCourse, as created by Content Developer for the COMPANY under each Order.**

(ii) Source codes

All source codes and object codes must be delivered concomitantly with every submission or resubmission of any related Work Product for approval by COMPANY, or of any revision or rework thereof.

Source code means the computer programs relating to any **Work Product** in human readable form, in English, including programmers’ comments, data files and structures, and comprises of files required to enable an independent third party programmer with a reasonable level of programming skills, to create, maintain, modify, or enhance the eCourse without outside help. Data files containing the source code for each Work Product must be provided in the format set forth in the Order.

Object code means any computer program after compilation or assembly from the source code, in a form generally understandable only by a computer unless disassembled (machine readable) and all relevant documentation.

Content Developer agrees not enter into any agreement (including escrow agreements) preventing or in any way limiting COMPANY’s access to and right to exploit the source codes and object codes of all or part the Work Product.

(iii) Updates, percentage of completion.

Content Developer undertakes to keep COMPANY updated on a regular basis on the percentage of completion of the work ordered, and in any case to alert COMPANY as soon as a difficulty arises, and to collaborate in good faith with COMPANY to find adequate solutions where need be.

(iv) Adaptation – Code and language

Content Developer will develop all textual, animated, and vocal material **needed to create the look and feel of the eCourse** in the format and language(s) (computer and human) agreed to in the Order. Content Developer acknowledges that COMPANY is entitled to localize, translate, and adapt, the eCourse (together with all or part of the Work Product) in any and all languages (whether computer or human), to rewrite the code as it wishes, and to authorize any third party to the same. All fees and charges pertaining to translating and localizing the eCourse into other languages shall be born by COMPANY, but Content Developer shall not be entitled to charge COMPANY any additional fee for the use of the eCourse in a different language or computer program. Content Developer agrees to assist COMPANY, or to any third party duly appointed by COMPANY, in facilitating the adaptation, continuation, or extension, of the eCourse upon COMPANY’s reasonable request.

(v) No unapproved third party content

Content Developer may not (i) use, incorporate, or copy any third **party material, whether published or unpublished, in the Work Product** (ii) **use, incorporate, or copy any open source or content, in whole or in part in the Work Product and/or** (iii) **include the Work Product in whole or in part in any open source content,** each without COMPANY’s prior written and express approval. Content Developer must disclose any third party material used in the Work Product on or before the submission date as set forth in the Order, together with all sources and references used as the basis for or in connection with the Work Product.

2. Approval Process

COMPANY shall use good faith efforts to review Work Product within **a reasonable period of time after** the delivery of a Work Product that complies with the terms of this Agreement and of the corresponding order. If Content Developer’s services are hired through an online working platforms, then all approvals will be issued through such platform. Otherwise, approvals will be issued in writing via email.

There will be no additional fee paid to Content Developer for any revision, polish, reworks, adjustment (whether technical or textual), or edits, **that** COMPANY may require to ensure the Quality Control prerequisites set forth in the Order and/or in Company Material are met. In the event Content Developer is unable to provide Work Product which meet COMPANY's requirements during the second submission, COMPANY will be entitled to complete the Work Product itself, or through another third party developer, and to terminate the applicable Order, this Agreement and/or all or part of any other ongoing Orders in accordance with [Section 7\(i\)](#).

Examples of additional service would include **new animations, logos, editing of new material, or building additional eCourses based on new scripts, or coding in a different language than the one set forth in the initial Order.** If Content Developer is solicited for such additional services, COMPANY and Content Developer will agree to the specific conditions of the new Order through the online working platform or via email. Each new Order duly authorized by COMPANY in accordance with the process described herein shall automatically be incorporated into and governed by the terms of this Agreement. COMPANY SHALL HAVE NO LIABILITY TOWARDS CONTENT DEVELOPER FOR ANY DEVELOPMENT THAT CONTENT DEVELOPER STARTS WORKING ON WITHOUT COMPANY'S PRIOR WRITTEN AND EXPRESS AUTHORIZATION THROUGH THE ONLINE PLATFORM OR VIA EMAIL.

3. Work Made For Hire Fee

For each Work Product completed under a valid Order and timely delivered to the COMPANY, COMPANY agrees to pay a one-time flat fee in the amount agreed to between the Parties in each Order. If Content Developer's Services are retained through an online working platform, then the payment terms shall be those agreed to through the platform. The Work Made For Hire Fee is inclusive of any and all related taxes. Content Developer acknowledges and agrees that COMPANY will not be retaining taxes on behalf of Content Developer, who shall remain at all times responsible for paying any and all taxes he/she may be liable for under applicable laws and regulations.

4. Intellectual Property

(i) Ownership of Intellectual Property rights over the Work Product

The **Services** are done at COMPANY's request, and any and all results, materials, and the Work Product (including, without limitation the eCourses, any version thereof, and any and all modules and/or code associated to eCourses which are developed by Content Developer hereunder), created by Content Developer pursuant to, or as a result of, the services and/or this Agreement, and any Order or Proposal, shall be considered a WORK MADE FOR HIRE within the meaning of the copyright laws of the United States (17 U.S.C. Section 101 et seq.), and any foreign jurisdiction recognizing such right of authorship or its equivalent, for as long as such jurisdiction so permits.

COMPANY shall own and retain all right, title and interest in and to all Work Product, the Services, and in all other reports, documents, materials, ideas, concepts, know-how, **look and feel**, specifications, plans, notes, drawings, designs, pictures, images, text, audiovisual works, data, information and other items, expressions, works of authorship or work product of any kind that are authored, produced, created, conceived, collected, developed, discovered, or made by Content Developer in connection with and Order or Proposal, or which is based on, or otherwise relates in any manner, to the COMPANY Material, including any and all intellectual property rights therein. To the extent applicable, Company shall be deemed to be the author of all Work Product.

To the extent that all or part of the Work Product does not constitute a work made for hire, Content Developer hereby assigns to COMPANY all right, title and interest that Content Developer may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, as well as in and to, any and all enhancements, improvements, and adaptations that may translate in the COMPANY Material (including the method and eLearning processes) developed by Content Developer under this Agreement.

COMPANY shall have the right to register, in the office of the Register of Copyrights of the United States, and in any other jurisdiction, all or any part of this Agreement in excised form, the Work Product, the eCourse, and any assignment thereto, in COMPANY's name as the owner thereof.

Content Developer fully understands that the rights hereby vested in COMPANY, entitle COMPANY to publish and sell all or part of the Work Product, including all or part of eCourse, supplements, or extensions, in print and/or online format, or in any other media, under COMPANY's own name and/or under other imprints or trade names, during the full term of copyright and all renewals thereof.

(ii) Ownership of COMPANY Materials -- Portfolios

Content Developer acknowledges that COMPANY shall retain the exclusive ownership of all Company Material. Content Developer agrees that it shall have no right to use and/or exploit any of the Company Material other than for the purpose of performing its obligations under applicable Orders and this Agreement.

Content Developer is entitled to display COMPANY approved excerpts of the Work Product in his/her portfolio and to cite COMPANY in such portfolio for reference purposes only. To the extent permissible under applicable laws, Content Developer hereby relinquishes any "moral" right he/she might have under local laws as to the paternity of, or citation to, the Work Product.

5. Representations and Warranties

Content Developer represents and warrants that:

- Content Developer has the right, power and authority to enter into this Agreement and to fully perform its obligations under this Agreement and any applicable Order;
- None of the elements incorporated in the Work Product infringe upon, or otherwise violate, any right of any third party, including but not limited to patents, copyrights, trademarks, trade secrets, publicity or likeness rights, and any other third party right,
- Content Developer will not register any copyright, trademark, domain name and/or any other rights pertaining to the Work Product, whether in its own name, or in the name of any other person or entity; and
- The **Services and Work Product are original work of authorship** and do not and will not contain illicit material, racist or discriminating opinions, offensive material, or any element which could violate the laws of the United States, or otherwise purposely offend any community or minority.

COMPANY represents and warrants to Content Developer that COMPANY has full power and authority to enter into this Agreement; and that its execution of this Agreement does not violate any agreements existing between COMPANY and any third party.

6. DISCLAIMER – NO EXCLUSIVITY

COMPANY MAKES NO REPRESENTATION OR WARRANTIES OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 6. COMPANY SHALL HAVE NO OBLIGATION TO PUBLISH OR TO CONTINUE PUBLISHING THE ECOURSE AND ANY WORK PRODUCT. NOTHING IN THIS AGREEMENT, OR IN ANY ORDER, PROPOSAL, OR OTHER COMMUNICATION BETWEEN THE PARTIES, SHALL BE CONSTRUED AS AN EXCLUSIVE UNDERTAKING ON THE PART OF THE COMPANY TO FURTHER RETAIN CONTENT DEVELOPER'S SERVICES IN THE FUTURE. COMPANY MAKES NO REPRESENTATION OR WARRANTIES AS TO THE AMOUNT OF WORK THAT MAY BE ORDERED FROM CONTENT DEVELOPER.

7. Termination

This agreement shall remain in full force and effect until terminated by either party, either for breach by the other party, or for convenience. Notwithstanding termination of this Agreement, and regardless of the cause of termination, all rights vested into COMPANY shall remain its property for the entire duration of copyright protections under applicable laws. Upon termination of this Agreement, regardless of the cause, Content Developer shall delete all data and material relating to the COMPANY and the eCourses and shall not retain any copy of such material and code.

8. Notices

All official notices which either party is required or may desire to serve upon the other party shall be in writing and in English. All other notifications to be made during the working process go through the online working platform on which the Order was placed, or via email, as may be authorized by COMPANY.

9. Assignment-- Subcontractors

COMPANY may assign this Agreement or any part hereof without Content Developer's prior written consent. Content Developer may not assign this Agreement or any part hereof without COMPANY's prior written consent, which COMPANY may withhold in its sole discretion.

10. Confidentiality and Nondisclosure

Content Developer agrees that the copyright, know-how, trade secrets, the methodology embodied in, and related to, the eCourse and the Company Material, the Work Product, the Company's existing or future services, hiring needs or plans, marketing plans, the topics selected for the courses, the terms of this Agreement, or of any Proposal and Order, and any other confidential business or technical information disclosed by COMPANY to Content Developer, shall be held in strict confidence and shall not be disseminated, or disclosed to any other party, without COMPANY's prior written consent. The obligations of this Section shall survive the expiration or termination of this Agreement.

11. Independent Contractors

Nothing contained in this Agreement shall be construed as creating any partnership, employer-employee relationship or joint venture between the Parties. Neither party is authorized to act as an agent for the other.

12. Entire Agreement – Severability-- Modification

This Agreement, combined with the Orders and/or Exhibits attached hereto, state the entire agreement between the Parties and supersede all prior negotiations, understandings and agreements between the Parties hereto concerning the subject matter hereof. Should any portion of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall continue in effect as though such provision was deleted.

13. Governing Law

This Agreement together with applicable Orders, shall be construed in accordance with the laws of the United States and the State of California applicable to agreements executed and wholly performed therein. The parties hereto agree that any dispute arising out of or relating to this Agreement may be instituted and prosecuted in the courts of competent jurisdiction of the State of California located in **Los Angeles County**, and the parties hereto irrevocably submit to the jurisdiction of said courts and waive any rights to object to or challenge the appropriateness of said forums. Content Developer hereby agrees to accept service of process pursuant to the notice provisions of this Agreement and waives any and all objections to venue, jurisdiction or service of process. Content Developer further waives all rights to injunctive relief under this Agreement.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and understand the terms of this Agreement, and that by signing this Agreement they agree to be bound by all terms, conditions, and obligations contained herein.

By :

By :

Print Name: _____

Title : _____

President & CEO

Content Developer

COMPANY