

ASSIGNMENT OF COPYRIGHT

Upon the payment of one dollar (\$1.00), and other valuable consideration, this Assignment of Copyright is made and entered into this ___ day of _____, 20__, by and between the University of Maine System, acting through its University of Maine, ("UM"), and _____ ("Owner").

OWNER AND UM AGREE THAT:

1. Owner owns the copyright, title, trademarks and all other related rights in and to his/her original work entitled _____ (the "Work").
2. Owner does hereby sell, assign, and transfer to UM, its successors and assigns, the entire right, title and interest in and to the copyright in the Work, and in and to all works based upon, derived from, or incorporating the Work, and in and to all rights corresponding to the foregoing throughout the world.
3. If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Owner hereby waives and appoints UM to assert on the Owner's behalf the Owner's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for any purposes.
4. Owner will deliver to UM on or before _____, 20__ the completed Work in a form and content satisfactory to UM.
5. Owner warrants and guarantees to UM that the Work is original on his or her part, is not a derivative work of any other work, and is in no way a violation of, or an infringement upon, any copyright belonging to any third party.
6. This agreement constitutes the sole and entire agreement made between the Owner and UM concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.
7. This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.
8. In the event that any one or more of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, void, unenforceable or illegal, the remaining provisions of this Agreement shall continue to be in full force and effect.
9. This Agreement shall be governed and interpreted according to the laws of the State of Maine, except that its conflicts of law provisions shall not apply.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

UM

Date _____

Owner

Date _____