

**UNIVERSITY OF NORTH TEXAS
INDEPENDENT CONTRACTOR COPYRIGHT AGREEMENT**

THIS AGREEMENT is made this day of 20 (“Effective Date”) by and between (“Independent Contractor”) and the University of North Texas, on behalf of the UNT Libraries Scholarly Publishing Services (“Publisher”), regarding a product (“Work”) created in relation to a Publishing Project now tentatively entitled:

that has been created by (“Author”). The Work consists of the following:

The Publisher and the Independent Contractor wish to work together to achieve the professional standards and success that they each desire for the Work, and agree as follows:

ARTICLE I. DEFINITIONS

The Independent Contractor and Publisher agree on the following definitions or terms as used in this Agreement:

1.01 That the “Independent Contractor” includes all parties creating the Work for the Publisher;

1.02 That the “Publisher” includes the UNT Libraries Scholarly Publishing Services, its successors, representatives, and employees;

1.03 That the “Work” includes the products resulting from services provided for a fee by the Independent Contractor to the Publisher related to the publishing project;

1.04 That the “Author” includes the primary author, any coauthors, the editor, or any coeditors of the Publishing Project.

ARTICLE II. GRANT OF RIGHTS

The Independent Contractor grants and assigns to the Author all right, title, and interest (including copyright) in the Work. The Independent Contractor shall not be entitled to and shall not make any claim for royalties or remuneration beyond that agreed to with the Publisher.

ARTICLE III. RIGHTS RETAINED

The Independent Contractor retains the right to use the Work in his or her professional portfolio.

ARTICLE IV. INDEPENDENT CONTRACTOR'S WARRANTIES AND INDEMNITIES

4.01 The Independent Contractor warrants that he or she has full power to enter into this Agreement.

4.02 The Independent Contractor warrants that he or she is the sole owner of the Work or has obtained the necessary permissions, rights, licenses, or consents to any portion of the Work not owned by him or her; has paid or will pay, at the time payment is due, any necessary fees, including those that may be required for the right to publish or reproduce such portions in all markets, domestic and foreign; and has turned over, or will turn over, at the time of delivery of final Work to the Publisher written permission from each proprietor or copyright owner for the use of such material.

4.03 The Independent Contractor agrees to indemnify, defend, and hold harmless the Publisher from any cause of action, including copyright or trademark infringement by the Independent Contractor, arising out of or otherwise relating to the Work.

ARTICLE V. ENTIRETY CLAUSE, MODIFICATIONS, AND AMENDMENTS

This Agreement constitutes the entire agreement by and between the parties regarding the subject matter in this Agreement. Statements or representations not included in this document shall not be binding upon the parties. No modifications or amendments of any of the terms or conditions of this Agreement shall be valid or binding unless made in writing and signed by both parties.

ARTICLE VI. SEVERABILITY

In the event that any provision in this Agreement shall be deemed in violation of any law or held to be invalid by any court in which this Agreement shall be interpreted, the violation or invalidity of any particular provision shall not be deemed to affect any other provision in this Agreement, but this Agreement shall be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained in this Agreement.

ARTICLE VII. ENFORCEABILITY

The failure of either party to enforce any provision of this Agreement or to exercise any remedy available under this Agreement or in accordance with law upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be construed as a waiver or limitation of such right or remedy, or the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ARTICLE VIII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. This agreement is entered into in Denton County, Texas, and proper venue for any legal proceeding regarding this agreement shall be in state and federal courts of Texas.

ARTICLE IX. ALTERNATIVE DISPUTE RESOLUTION

Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to resolve disputes arising under this Agreement.

ARTICLE X. PUBLIC INFORMATION

Notwithstanding any provision of this Agreement, Publisher shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Independent Contractor shall make public information available to Publisher in an electronic format.

ARTICLE XI. HEADINGS

The headings and marginal numbers in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning in this Agreement.

ARTICLE XII. FEE

Independent Contractor will receive a total of \$ _____ upon completion of the Work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

INDEPENDENT CONTRACTOR

By: _____

Date: _____

UNIVERSITY OF NORTH TEXAS

By: _____

Date: _____