

## **WORK FOR HIRE ACKNOWLEDGEMENT AND ASSIGNMENT AGREEMENT**

This Work for Hire Acknowledgement and Assignment is made by and between University of Wyoming, an educational institution chartered by the state of Wyoming, with its principal place of business in Laramie, WY ("the University"), and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("the Undersigned").

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Corporation and the Undersigned agree as follows:

1. Work for Hire Acknowledgement. The parties acknowledge and confirm that the University has special ordered or commissioned from the Undersigned the designs, graphics, artwork or other expressions generally described as the University of Wyoming Design Marks (said work, together with all other works prepared or contributed to by the Undersigned in connection with this agreement being referred to hereinafter collectively as the "Works"), a rendering of which is attached as Exhibit A; and that no party other than the Undersigned has rights titles or interests in the Works. The Undersigned acknowledges that its services, including work on and contributions to the Works are rendered and made by the Undersigned for, at the instigation, and under the overall direction and supervision of the University; and all of the Undersigned's work and contributions, as well as the Works, are and at all times shall be regarded as "work made for hire" (as that term is used in the U.S. Copyright Act, 17 U.S.C. 101, et seq.) by the Undersigned for the University.

2. Assignment. Without curtailing or limiting the aforesaid acknowledgement, the undersigned hereby assigns, grants and delivers (and hereby further agrees to assign, grant and deliver) exclusively to University all rights, titles and interests of every kind and nature whatsoever in and to the Works, and all copies and versions, including (a) all copyrights and/or registrations and renewals; (b) all trademark rights and/or registrations and renewals; and (c) any and all rights related to and necessary for licensing and merchandising, including rights of privacy and publicity. The Undersigned further agrees to execute and deliver to the University, its successors and assigns, such other and further assignments, instruments, and documents as the University from time to time reasonably may request for the purpose of establishing, evidencing, enforcing, or defending its complete, exclusive, perpetual, and worldwide ownership of all rights, titles, and interests of every kind and nature whatsoever, including all copyrights, trademarks and other rights in and to the Works, and the Undersigned hereby constitutes and appoints the University as its agent and attorney-in-fact, with full power of substitution, to execute and to deliver such assignments, instruments or documents as the Undersigned may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable.

3. The Undersigned represents and warrants that the Undersigned has not and will not order, commission or otherwise obtain or receive from any other persons (other than an “employee” of the Undersigned working “within scope of employment” as those terms are understood under the U.S. Copyright Act, 17 U.S.C. 101, et seq.) any work on or contribution to the Works.

4. The Undersigned shall indemnify, defend and hold the University, its trustees, officers, employees, affiliates and agents harmless against any judgments rendered against the University, or settlements agreed to by the University in writing, relating to fraud or negligence on the part of the Undersigned. The Undersigned further agrees that if the University receives any legitimate demand from any third party claiming that the Works infringe or otherwise violate its rights, and the validity of the said demand is confirmed by the legal opinion of trademark counsel; or a court, arbitration panel or other authority determines that the works are confusingly similar to or otherwise infringe or violate the rights of any third party, then the Undersigned will at its expense and at the University’s election and in a reasonable manner acceptable to the University, modify or alter the Works in a manner that cures any claimed infringement or violation, or undertake to create a comparable replacement or substitute for the Works.

5. Rights and restrictions in this agreement may be exercised and shall be applicable only to the extent they do not violate any applicable laws, and are intended to be limited to the extent necessary so they will not render this Agreement illegal, invalid or unenforceable. If any tem shall be held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

6. Sovereign Immunity. The University of Wyoming does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

7. Governmental Claims. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

8. Interpretation. The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

9. Equal Employment Opportunity. Both parties shall fully adhere to all applicable local, state and federal law regarding equal employment opportunity.

The University’s policy is one of equal opportunity for all persons in all facets of the University’s operations. Equal opportunity is offered to all officers, faculty and staff

members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, religion, sexual orientation, political belief, age, veteran status, or disability.

10. Entire Agreement. This agreement contains the entire agreement between the parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

UNIVERSITY OF WYOMING

BY: \_\_\_\_\_ Date \_\_\_\_\_

TITLE: \_\_\_\_\_

UNDERSIGNED:

BY: \_\_\_\_\_ Date \_\_\_\_\_

TITLE: \_\_\_\_\_