



PROPOSAL KIT SAMPLE

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EMPLOYEE COPYRIGHT AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> hereafter called "Employer" and <<ContractFirstName>> <<ContractLastName>>, an individual (hereinafter called "Employee"), on the date indicated below as the effective date of this Agreement.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Employer and Employee hereby agree as follows:

1. Employer's Ownership of Creative Works.

All creative works produced by Employee during his/her employment and which relate to Employer's business or technology ("Work Product") shall be considered to have been prepared for Employer as a part of and in the course of employment. Employer shall own any such work regardless of whether it would otherwise be considered a work made for hire. Work Product shall include, among other things, computer programs and documentation, non-dramatic library works (e.g., professional papers and journal articles), code, systems, visual arts (e.g., pictorial, graphic and three-dimensional), sound recordings, motion pictures and other audiovisual works.

2. Conditional Assignment.

Employer shall have full ownership of creative works produced by Employee during my employment with no rights of ownership vested in Employee. Employee hereby agrees that in the event any Work Product is determined by a court of competent jurisdiction not to be a work for hire under the federal copyright laws, this Agreement shall operate as an irrevocable assignment by Employee to Employer of the copyright in the works including all rights thereunder in perpetuity. Employee hereby irrevocably assigns, conveys, and otherwise transfers to Employer, and its respective successors and assigns, all rights, title and interests worldwide

Employer Initials _____ Employee Initials _____

in and to the Work Product and all copyrights, contract and licensing rights, and claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known. In the event Employee has any rights in and to the Work Product that cannot be assigned to Employer, Employee hereby unconditionally and irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against Employer, its distributors and customers, whether now known or hereafter to become known and agrees, at the request and expense of Employer and its respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights. In the event Employee has any rights in and to the Work Product that cannot be assigned to Employer and cannot be waived, Employee hereby grants to Employer, and its respective successors and assigns, an exclusive, worldwide, royalty-free license during the term of the rights to reproduce, distribute, modify, publicly perform and publicly display, with the right to sub-license through multiple tiers of sub-licenses, and the right to assign such rights in and to the Work Product including, without limitation, the right to use in any way whatsoever the Work Product. Employee retains no rights to use the Work Product and agrees not to challenge the validity of the copyright ownership by Employer in the Work Product.

3. Disclosure and Assignment of Work Product.

Employee shall communicate to Employer promptly and fully in writing, in such format as Employer may deem appropriate, all Work Product made or conceived by Employee, whether alone or jointly with others, and as requested, to assign to Employer any Work Product which (1) relates to a field of business, research or investigation in which Employer has an interest, or (2) results from, or are suggested by, any work done for or on behalf of Employer.

4. Records.

Employee shall make and maintain adequate permanent records of the development of Work Product, in the form of memoranda, notebook entries, drawings, printouts, or reports relating thereto, in keeping with

Employer's procedures. Such records, as well as the Work Product themselves, shall be and remain the property of Employer at all times.

5. Warranty Regarding.

Originality Employee represents and warrants that his or her Work Product is original and does not infringe the rights of any other work. Employee shall not

DEMO CONTRACT

This demo contract has been truncated. The complete 3 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/htm/legal-contract-templates/contractor-employee-contracts/employee-copyright-contract.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Employer Initials _____ Employee Initials _____

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