

Advice Memo: Volunteer Agreement on Copyright

Any University employee who oversees volunteers for the University should have the volunteers sign and date a copyright agreement if the volunteer service may involve creation of copyrighted work. Examples of copyrighted work include software, graphics, text, audio, video, artwork, music, choreography, etc.

The copyright agreement for volunteers can be either a use license (permission) or an assignment (transfer of all rights) from the volunteer to the University. Form agreements are set out below. In addition, the University employee should attach to the agreement a list of all Works and Contributions that are created by the Volunteer (to be updated regularly).

The signed agreement and attachment should be retained by the University unit in charge of the volunteers.

Volunteer Agreement to Grant Copyright License to East Carolina University

The undersigned Volunteer hereby grants East Carolina University ("ECU") a non-exclusive, royalty-free right in perpetuity to use the Work, in whole or in part, and to incorporate the Work, in whole or in part, into other works ("Derivative Works") for educational, research, and commercial purposes, including, but not limited to, reproduction and distribution in University's printed and electronic materials and posting of the Work on the University's Web site(s).

All right, title, and interest in the Work, including without limitation, any copyright, shall remain with the Volunteer.

The University shall own the copyright in any Derivative Works it creates.

This Agreement is made in consideration of and is a condition of the volunteer opportunity offered by ECU.

Signed: _____

Date: _____

Printed Name: _____

Volunteer Agreement to Assign Copyright to East Carolina University

The copyright in all works of authorship created in the course of the undersigned Volunteer's service to East Carolina University ("ECU") shall be owned by ECU. The undersigned Volunteer hereby assigns to ECU all right, title, and interest in:

- a. the copyright to Volunteer's work of authorship ("Work") and contribution to any such Work ("Contribution");
- b. any registrations and copyright applications, along with any renewals and extensions thereof, relating to the Contribution or the Work;
- c. all works based upon, derived from, or incorporating the Contribution or the Work;
- d. all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Contribution or the Work;
- e. all causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Contribution or the Work, and all rights corresponding to any of the foregoing, throughout the world.

In addition, to the extent any law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Volunteer has in the Contribution or the Work, the Volunteer waives those rights as to ECU, its successors, licensees and assigns.

This Agreement is made in consideration of and is a condition of the volunteer opportunity offered by ECU.

Signed: _____

Date: _____

Printed Name: _____