



This copyright license is effective as of _____ by and between _____ (“Author”), residing at _____ (Address of Author), and The William Davidson Institute, a Michigan non-profit corporation having a place of business at 333 Maynard Street, 3rd Floor, Ann Arbor, MI 48104 (“WDI”). For good and sufficient consideration, the receipt of which is acknowledged hereby, the parties agree as follows:

1. License of Rights

Author shall, and hereby does, grant to WDI an exclusive, royalty-bearing, perpetual, irrevocable, worldwide license (with the right to sublicense through multiple tiers) to reproduce, modify, display, perform, publish, distribute, and manufacture the work identified in Exhibit 1 (“Work”), including without limitation all derivative versions and adaptations of Work in any media now known or hereinafter invented (“Rights”).

2. Royalty

WDI will pay to Author a royalty equal to (A) the product of (i) the product of (a) twenty-five percent (25%), multiplied by (b) the relevant Work’s actual retail price; multiplied by (ii) the number of units of Work sold by WDI, less returns and promotional copies; less (B) Work-related printing, shipping, and handling costs. Royalties will accrue until June 30 or December 31 following the date above, after which time, WDI will pay all royalties within thirty (30) days of each subsequent January 1 and July 1. With each payment, WDI will provide Author with an accounting of sales and reasonable supporting documents. Each accounting will be deemed true and correct and will be binding one (1) year after the date rendered, unless Author objects to WDI in writing within said one (1) year period.

3. Representations and Warranties

Author represents and warrants as follows:

3.1. Author is the sole and exclusive owner of all rights, title, and interests in and to Work, and there is not now any valid or outstanding right, title, or interest in, to, or for Work adverse to or inconsistent with Rights licensed to WDI by this agreement, or by which any of Rights or the enjoyment thereof by WDI might be invalidated, impeded, or impaired. Author has not done and will not do any act that will or might impair or encumber any Rights herein assigned and transferred to WDI by this agreement, or interfere with the full enjoyment by WDI of said Rights.

3.2. Work does not contain any third party trade secrets or confidential information, libels, or slanders, and is in accordance with law.

3.3. WDI’s exercise and exploitation of Rights will not violate the rights, including rights in copyright, privacy, trade secret, or publicity of any third party.

3.4. Author and the subject of Work have executed a comprehensive release.

4. Publicity

Author grants to WDI the full right to use Author’s name, likeness, image, and other words or graphic images that distinctly identify Author in the recording, duplication, distribution, or other exploitation of Work, in advertising, marketing, and promotional materials of any kind or nature promoting Work, and in the creation, promotion, or exploitation of any derivative.

5. General Provisions

5.1. This agreement will be governed by the law of the State of Michigan, excluding its choice of law principles, as such law is applied to contracts entered into and entirely performed therein. All litigation arising from or relating to this agreement will be filed and prosecuted before, and subject to the exclusive jurisdiction of, a court of competent jurisdiction in the Eastern District of Michigan.

5.2. The rights and obligations herein will bind the parties, their legal representatives, successors, heirs and assigns.

5.3. This agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. Any modifications of or changes to this agreement will be in writing and signed by both parties.

5.4. English is the official language of this agreement.

5.5. This agreement will be terminable only upon the written agreement of the parties.

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In witness whereof, the parties hereto have made, entered into and executed this agreement made effective as of the date above.

The William Davidson Institute

Author

Name: Marc R. Robinson

Name: _____

Title: Director, Educational Outreach

Signature: _____

Signature: 

Date:

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Date: _____

Exhibit 1: Work

Name of Teaching Material	Type	Author