



WORK PRODUCT AGREEMENT

This Work Product Agreement (the "**Agreement**") is effective on the date of the last authorized signature below (the "**Effective Date**"), between INSERT CONTRACTOR'S NAME ("**Contractor**"), having the address set forth below, and the Arizona Board of Regents on behalf of The University of Arizona, an Arizona body corporate ("**Arizona**"). Now therefore, Arizona and Contractor (each individually, a "**Party**" and jointly the "**Parties**") agree as follows:

Introduction and Scope

The Parties have engaged, or will engage, in a business relationship whereby Contractor may provide certain services ("**Services**") to Arizona. The description and scope of the Services, payment, and other terms and conditions relating to the Services will be set forth in a separate document or agreement between the Parties. However, due to the nature of the Services, the Parties desire to also set forth their mutual agreement with respect any Work Product disclosed or developed by the Parties, as further described and on the terms and conditions contained herein. If there is a conflict between this Agreement and any other agreement, contract or document between the Parties relating to the Service, this Agreement will control but only as it specifically relates to specific matters set forth herein.

The Parties hereby agree as follows:

1. **Definition of Work Product.** For purposes of this Agreement, "**Work Product**" means all material, notes, videos, drawings, designs, content, inventions, improvements, developments or discoveries that are developed in in the course of performing the Services, including all intellectual property rights therein. Work Product includes any deliverables contemplated to be delivered by Contractor to Arizona, but also includes any drafts, unedited versions, and other materials that are used or created in connection with performing the Services, even if not incorporated into a final deliverable.

2. **Ownership of Work Product.** All Work Product developed by Contractor in the course of performing the Services is the sole property of Arizona. To the extent allowable under law, all Work Product will be deemed "Work For Hire" under the Copyright Act. To the extent any Work Product is not "Work For Hire," Contractor further shall assign (or cause to be assigned) and does hereby assign fully to Arizona all Work Product and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

3. **Pre-Existing Materials.** If in the course of performing the Services, Contractor incorporates into any Work Product developed hereunder any material, notes, videos, drawings, designs, content, inventions, improvements, developments or discoveries or other proprietary information owned by Contractor or in which Contractor has an interest ("**Pre-Existing Materials**"): (i) Contractor shall inform Arizona in writing before incorporating such Pre-Existing Materials; and (ii) Contractor will retain ownership of such Pre-Existing Materials, and hereby grants Arizona a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, perform, display, prepare derivative works of, make, have made, sell and export such Pre-Existing Materials as part of or in connection with the Work Product.

4. **Further Assurances.** Contractor will assist Arizona, at Arizona's expense, in every proper way to secure Arizona's rights in the Work Product including the disclosure to Arizona of all pertinent information and data with respect thereto, and the execution of all documents that

Arizona deems necessary in order to obtain, maintain or perfect its ownership rights in the Work Product.

5. **Arizona Materials.** If and to the extent that Arizona provides any material, notes, videos, drawings, designs, content, inventions, improvements, developments or discoveries or other proprietary information (“**Arizona Materials**”) to Contractor in connection with the Services, Arizona hereby grants to Contractor a limited license to use such Arizona Materials solely in connection with the performance of the Services. Contractor agrees not to use the Work Product or any Arizona Materials outside the scope of the Services, and not to disclose the Work Product or any Arizona Materials to any third party, without Arizona’s prior written consent.

6. **Rights in Work Product.** Contractor hereby represents that: (a) all Work Product will be the original work of Contractor; (b) the Work Product and the use thereof as contemplated hereunder will not infringe the intellectual property right of any third party; and (c) the Work Product will not be obscene, libelous, or violate the right of privacy or publicity of any third party.

7. **Return of Work Product.** Upon request by Arizona, Contractor will immediately deliver to Arizona all Work Product, including all documents and copies of documents in its possession containing any Work Product.

8. **Governing Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Arizona. The Parties agree that all actions and proceedings arising from or related to this Agreement will be litigated in local, state or federal courts located in Pima County, Arizona. The Parties hereby acknowledge that this Agreement may be subject to arbitration in accordance with applicable law and court rules.

9. **Entire Agreement; No Modification.** This Agreement contains the entire agreement between the parties with respect to the Work Product, but the Parties acknowledge that a separate agreement applies to the Services. This Agreement may not be modified or amended except by a writing signed by both Parties.

10. **Compliance with Laws.** The Parties agree to be bound by applicable state and federal rules governing equal employment opportunity, nondiscrimination and immigration. Each Party agrees to comply with all applicable laws, rules and regulations, including Export Administration Regulations and Export Control Regulations of the United States of America, relating to the export or re-export of technical data and products produced as a result of the use of such data, insofar as they relate to the information disclosed under this Agreement.

11. **Conflict of Interest.** This Agreement is subject to cancellation under Arizona Revised Statutes section 38-511 regarding conflict of interest on the part of individuals negotiating contracts on behalf of the State of Arizona.

12. **Signatures.** The Parties agree that any electronically reproduced copy of this fully-executed Agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

13. **Confidentiality of Agreement.** When fully executed, this Agreement itself cannot be Proprietary Information per the Arizona Public Records Law, Arizona Revised Statutes 39-121 and 41-1350.



IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed by its duly authorized officer or representative as of the Effective Date.

FOR CONTRACTOR

FOR THE ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA

By SAMPLE ONLY DO NOT FILL OR SIGN

By SAMPLE ONLY DO NOT FILL OR SIGN

Print Name: SAMPLE ONLY DO NOT FILL OF SIGN

Print Name: SAMPLE ONLY DO NOT FILL OR SIGN
Title: SAMPLE ONLY DO NOT FILL OR SIGN

Date XXXXXXXXXXXXXXXXXXXX

Date XXXXXXXXXXXXXXXXXXXX

Contractor Address:

SAMPLE ONLY DO NOT FILL OR SIGN

SAMPLE ONLY DO NOT FILL OR SIGN

SAMPLE ONLY DO NOT FILL OR SIGN

Email Address:
