



CURRICULUM DEVELOPMENT AGREEMENT

This Agreement is between _____ ("Author") and THE LANGUAGE COMPANY ("TLC").

The Author and TLC agree as follows:

1. Title and Copyright Assignment

1.1 Author and TLC intend this to be a contract for services and each considers the products and results of the services to be rendered by Author under it ("Work") to be a work made for hire. Author acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of The Language Company. Author agrees that the Work being sole and exclusive property of The Language Company shall not be shared, sold, or loaned, to anyone, or to any entity, outside of The Language Company.

2. Delivery of the Work

2.1 The Work is generally described as follows:

Author is responsible for the development of curriculum for the _____ hour total course named, _____. The course shall take place _____ hours per day and _____ days a week. This curriculum is to include a course syllabus, daily lesson plans, as well as the complete and proper creation of any and all accompanying supplemental materials (e.g. handouts and worksheets). An electronic copy of all materials is to be submitted to _____ (center director name). The named center director shall provide an additional copy of all materials to the TLC Director of Curriculum. All submissions are to be clearly and logically organized. In addition, development of this curriculum requires a presentation to the staff by Author of the completed course. This may take place during a future staff meeting or Professional Development day. The _____ (TLC center name) Academic Coordinator/Curriculum Team Member, _____ (staff member name), and the center Director, _____ (director name), are available for guidance and assistance as Author may require.

2.2 The Author will deliver to TLC by _____ (date) the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists and like material, in the medium mutually agreed upon for the Work) in form and content satisfactory to TLC.

_____ Author Initials

2.3 If the Author fails to deliver the Work on time, TLC will have the right to terminate this agreement and to recover from the Author any sums advanced in connection with the Work.

3. Quoted Material. With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents at his or her own expense after consultation with The Language Company and will file them with TLC at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

4. Author's Warranty. The Author warrants that he or she is the sole owner of the Work and has full power and authority to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Author will defend, indemnify, and hold harmless TLC and/or its licensees against all claims, suits, costs, damages, and expenses that TLC and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right.

5. Consideration. In consideration for delivery of the Work in accordance with the provisions of this Agreement, TLC shall pay Author \$_____. TLC will pay Author on delivery and acceptance of the Work.

6. Amendments. This Agreement constitutes the sole and entire agreement made between the Author and TLC concerning this Work. Any amendments to this Agreement are not valid unless made in writing and signed by both parties.

AUTHOR

Name (Print): _____

Signature: _____

Title: _____

Date: _____

TLC Center Director

Name (Print): _____

Signature: _____

Title: _____

Date: _____

TLC Corporate Representative

Name (Print): _____

Signature: _____

Title: _____

Date: _____

_____ Author Initials