**“Ownership of Work Product” Addendum to Agreement for Services**

**(including agreements for design and/or photo services)**

**Whereas**, the University of Wyoming (hereinafter “University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Contractor”), have entered into an Agreement, attached to this document.

**Now therefore** in consideration of the mutual covenants set forth below, the University and Contractor agree upon this ownership of work product provision:

All Deliverables (as defined herein) created by the Contractor for the University pursuant to this Agreement are the exclusive property of the University and are intended as “works made for hire” and Contractor disclaims any ownership interests therein. Contractor hereby irrevocably transfers and assigns any and all rights, titles and interests in and to all services, works and materials created, discovered, invented, procured, developed or prepared as part of this Agreement (the “Deliverables”), including without limitation, all copyrights, trade secrets, inventions (whether patentable or not), trademarks, and other intellectual property or proprietary rights in and to the Deliverables including all materials incorporated therein and all preliminary or other copies thereof. If for any reason any Deliverables may not, by operation of law, be considered works made for hire, Contractor hereby automatically assigns upon creation, without further consideration, the ownership of all such rights, titles, and interests to the University. The University has the right to alter, reproduce, and use the Deliverables as it sees fit. Contractor shall not use or reproduce the Deliverables unless specifically authorized by the University. Contractor represents and warrants to the University that the Deliverables will not violate or infringe a third party’s intellectual or proprietary rights, and that no third party has an ownership interest in the Deliverables. Contractor agrees to indemnify and hold the University harmless against all loss or liability arising from any third party intellectual property rights claims related to the Deliverables. In addition, Contractor agrees to execute any assignments or other documents reasonably requested by the University and to perform such other acts as the University may deem necessary to secure for the University or its designee the rights herein assigned. This work product provision shall survive any expiration or termination of this Agreement.

Dated this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

APPROVED BY:

**University of Wyoming** **Contractor**

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Signature Date Signature Date

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Title Title