



WORK MADE FOR HIRE AGREEMENT AND ASSIGNMENT

This is an agreement (the “Agreement”) between _____ (“Contributor”) and the AMERICAN BOARD OF QUALITY ASSURANCE AND UTILIZATION REVIEW PHYSICIANS, INC. (“Owner”). Contributor and Owner (collectively the “Parties”) agree as follows:

1. Owner administers a certification examination, provides continuing medical education programs, and publishes written materials (all of these collectively the “Finished Materials”). Contributor wishes to provide questions, articles or other works to Owner for possible use in the Finished Materials. Any and all of Contributor’s questions, articles or other works related to the Finished Materials, including but not limited to any drafts, data, electronic files, paper files, working files, drawings, renderings, and any other tangible or intangible creative or other work (in any medium of expression now known or later developed for the foregoing) developed or created by Contributor for submission to Owner is encompassed herein and referred to collectively as the “Work.”
2. Contributor acknowledges the sufficiency and receipt of good, sufficient and valuable consideration for the Work, including but not limited to personal and professional satisfaction arising from the opportunity to contribute Work for possible use in the Finished Materials.
3. The Parties intend and agree that the Work shall be a “work made for hire” as that term is defined in the U.S. Copyright Act and, therefore, shall be solely and exclusively Owner’s property. As between Owner and Contributor, all ownership rights, authorship rights, and moral rights in the Work belong to Owner. Contributor shall have no editorial rights and waives any moral rights in and to the Work. If and insofar as the Work or any portion does not qualify as a work made for hire, and in exchange for the sufficient, complete, and final consideration referenced in Paragraph 2 of this Agreement, Contributor irrevocably assigns, transfers, and otherwise conveys to Owner, and its successors, and assigns, throughout the universe, all rights, title, and interests and to the Work, whether known or unknown, complete or incomplete, or now known or later developed, and including but not limited to all copyrights, trademarks, patents, and other intellectual property rights, and proprietary rights therein, including all goodwill, derivatives, registration, renewal, and reversion rights, and the right to register and sue to enforce such intellectual and industrial property rights against infringers. This assignment shall endure for the full term of the intellectual and industrial property rights, and all extensions and renewals of such rights, throughout the universe. This assignment is effective as of the earliest date on which any Work was provided and permits Owner to transfer and exploit the Work fully.
4. Contributor will provide all assistance reasonably requested by Owner, its agents, successors, or assigns in establishing, preserving, and enforcing Owner’s rights in the Work and Finished Materials in the United States and elsewhere, as Owner requests. Such assistance will be provided at Owner’s expense, but without any additional compensation to Contributor.
5. Insofar as this assignment fails for any reason, Contributor grants Owner a universal, worldwide, perpetual, irrevocable, and exclusive license of all of Contributor’s rights to the

Work, including but not limited to the rights provided in 17 U.S.C. Section 106, such as the right to use, publish, display, create derivative works of, license, and alter the Work in any manner Owner sees fit in any language and in any medium.

6. Contributor warrants, represents and agrees as follows:
- (a) the Work (i) was, is and will be original (except for any contribution by Owner); (ii) does not and will not infringe the rights of any third party; and (iii) is not and will not be the subject of an existing patent, trademark, or copyright owned by any other person or entity;
 - (b) Contributor is (and, except for Owner, will be) the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Work;
 - (c) the Work consists and will consist solely of material that Contributor has the full and exclusive right, authority, and power to assign, transfer, or otherwise permit Owner to use;
 - (d) Contributor has not granted, and will not grant, any licenses, liens, interests, or other encumbrances in or to the Work that would prohibit granting the rights granted herein to Owner;
 - (e) Contributor has the complete, sole, and exclusive right, authority, and power to enter into this Agreement and to grant the rights granted herein to Owner;
 - (f) no contracts, agreements, licenses, encumbrances, liens, or rights of any third party prevent Contributor's performance; and
 - (g) Owner's, its successor's, and assign's exercise of any rights with respect to the Work will not violate or infringe upon any common law, statutory, intellectual property, industrial property, regulatory, privacy, publicity, reputational or other right of any person or entity.

7. This Agreement will be governed by the laws of Florida and the United States of America without resort to principles of conflicts of law. The courts of appropriate subject matter jurisdiction in or for Hillsborough County, Florida, will be the exclusive forum, and a convenient forum, for resolving any disputes arising from or relating to this Agreement. The Parties consent to the personal jurisdiction of such courts.

8. This document constitutes the Parties' entire agreement with respect to the matters herein and cannot be modified or canceled except in a writing signed by both Parties.

I HAVE READ AND I FULLY UNDERSTAND THIS AGREEMENT.

CONTRIBUTOR (Signature)

Print Name: _____

Address: _____

Date: _____

AMERICAN BOARD OF QUALITY
ASSURANCE AND UTILIZATION REVIEW
PHYSICIANS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____