

**Work Made for Hire Agreement and Assignment**

To induce the Testing, Adjusting and Balancing Bureau (“TABB”),<sup>1</sup> to accept one or more works of authorship more specifically described below (“Works”), and to use those Works in TABB programs, which TABB would not do but for this agreement, and in consideration of the opportunity for payment as provided in paragraph 7, below, the undersigned “Author” agrees and commits to and for the benefit of TABB (and of NEMIC, of which TABB is a committee) as follows:

1. Author will prepare and submit to TABB in writing (electronically, in TABB-approved format) one or more proposed questions, each with its correct answer, at least three foils, and an explanation of the rationale behind the answer with citations to authority(ies) (collectively, a “Question”) for one or more TABB certification examinations. TABB reserves all right to use, or refuse, any or all questions and answers submitted by Author. Questions submitted by Author (whether or not used by TABB) are the “Work” to which this agreement refers.

2. Author agrees and acknowledges that all Work is a work made for hire, as that term is defined in section 101 of Title 17 of the United States Code. As a work made for hire, the Work is the sole property of NEMIC (of which TABB is a committee). NEMIC has the unlimited and unrestricted right to use and exploit the Work (as and for examination questions and answers), and to reproduce, distribute, display and transmit the Work, and to create and own derivative materials based on the Work.

3. If all or part of the Work is for any reason deemed not to be a work made for hire, Author commits to execute any and all documents requested by TABB that are necessary, appropriate or helpful to transfer to NEMIC the ownership of any and all rights Author may have in the Work, including but not limited to copyrights.

4. If notwithstanding the preceding paragraphs, Author has moral, similar or other rights in or to the Work, under the law of any jurisdiction, Author expressly waives those rights. In particular, Author waives any right to have the Work attributed to Author or to prevent the Work from being modified, edited, transformed, or otherwise adapted as TABB or NEMIC may deem necessary.

5. Author acknowledges that he or she has acted as an independent contractor in creating the Work, and is not an employee or agent of TABB or NEMIC.

6. Except for material in the public domain or obtained with permission from its owner, Author represents and warrants that each element of the Work is original material created by Author. Author further represents and warrants that the Work does not infringe the copyright, trademark, patent, moral rights, right of privacy or right of publicity of any third party or contain any defamatory material.

7. No monetary consideration shall be due and payable to Author except only that monetary consideration from time to time offered by TABB for “accepted” Questions; TABB in its sole discretion may determine whether to accept (by use), or refuse, any Question; if TABB refuses (fails to use) a Question, the same nonetheless constitutes a Work subject to this agreement, until either TABB has refused the Question in writing, or until three years have elapsed since the Question was first submitted in writing to TABB without intervening acceptance (by use) by TABB.

AUTHOR:

\_\_\_\_\_ Date

\_\_\_\_\_

<sup>1</sup> TABB is a committee of the National Energy Management Institute Committee (“NEMIC”), a jointly trustee labor management cooperation committee established pursuant to the United States Labor Management Relations Act, as amended, and applicable state law.