**Cobb County School District Form IFBGE-3**



***Empowering Dreams for the Future***

**WORK MADE FOR HIRE AGREEMENT**

Dear (PLEASE PRINT)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

Internet Web sites have become an important method of delivering information about schools and school districts in general. Your desire to assist the Cobb County School District (District) in the development and maintenance of these school Web sites is greatly appreciated. This letter is to confirm that the District has specially ordered or commissioned you to prepare .

You have agreed to construct and maintain the Web pages described above on a voluntary basis. You acknowledge and understand that you will receive no payment for this service, and that you will be responsible for all expenses incurred while constructing and/or maintaining the Web pages. You or the District may terminate this agreement at any time by giving written notice to the other.

You agree that the Web page material you provide to the District is a "work made for hire," and that the District, as the person or entity for whom the material is prepared, shall own all right, title and interest in and to the material, including the entire copyright in the material. You further agree that to the extent the material is not a "work made for hire," your signature on this letter represents your consent and assignment to the District of all right, title and interest in and to the material, including ownership of the entire copyright in the material.

You represent and warrant that the material you create or prepare will be original to you, will not infringe upon the rights of any third party, and will not have been previously assigned, licensed or is otherwise encumbered. You understand that the District retains full control of the content of its Web site, and that the Web pages you supply must be in full compliance with the Web Page Publishing and Compliance Guidelines, furnished in Form IJNDB-5 (Web Page Publishing and Compliance Guidelines) and Cobb County School District Administrative Rule IJNDB (Use of Technology Resources in Instruction). You also understand that the District Web site and the Web pages that comprise it will be housed exclusively on the District Web server.

You understand that this agreement does not make you an employee of the District, but that you are an independent contractor. You also understand that this agreement does not make your employees or contract personnel employees of the District, and that this agreement does not create a partnership relationship. You acknowledge you do not have authority to enter into contracts on the District’s behalf and will not represent yourself as having this authority.

You, for yourself, your heirs, executors, administrators, successors, and assigns, hereby release, and forever discharge the District and the Cobb County Board of Education, its successors and assigns, its agents and employees and all other person, firms, or corporations, who are or might be liable in any way, from and against any liability or responsibility whatever of any kind and nature, arising from and by reason of your construction and maintenance of the above described web site. You further agree to indemnify and hold harmless the District and the other above named individuals from any such claims asserted.

If this agreement meets with your approval, please sign below. By signing, you declare that you fully understand the terms of this agreement and have relied entirely upon your own judgment. If signing on behalf of another party or organization, you personally guarantee that you have the authority to sign this agreement. Please sign both copies and return one to me. The other signed copy is for your records.

Once again, thank you for your generous donation of time and energy. We appreciate your efforts of involvement to continually improve the Cobb County School District for the benefit of its students.

Sincerely,

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I agree with the above understanding.

Printed Name

Signature

Title

Date

5/25/06