

**ORGANIZATION RELEASE**

This organization release (“Release”) is effective as of \_\_\_\_\_ by \_\_\_\_\_ (“Organization”) having a place of business at \_\_\_\_\_ (Address of Organization).

The William Davidson Institute at the University of Michigan (“WDI”), a Michigan non-profit corporation having a place of business in Ann Arbor MI is a named beneficiary of this Release, with rights of enforcement. For good and sufficient consideration, the receipt of which is acknowledged hereby, Organization agrees as follows:

**1. Assignment of Rights**

1.1. Organization shall, and hereby does, assign to WDI all of its right, title, and interest (“Rights”) in and to the work identified in Exhibit 1 (the “Work”), including, without limitation, all rights in copyright, provided that the foregoing assignment does not assign to WDI any Organization trademarks or data. For the avoidance of doubt, Organization agrees and acknowledges that the foregoing assignment is fully paid-up and that WDI may exploit Work throughout the world for any purpose and in any media now known or hereinafter invented, without payment of additional consideration to Organization.

1.2. Other than as expressly specified herein, Organization grants no license or other rights to WDI under any copyrights, patents, trademarks, trade secrets or other proprietary rights.

**2. Representations and Warrants**

2.1. Organization agrees and acknowledges that it has reviewed Work. Organization represents and warrants that (i) Work contains no Organization trade secrets or Organization confidential, proprietary or non-public personnel information; and (ii) Organization has contributed no works, information or data for Work in violation of any third-party rights, including without limitation, rights in privacy, contract, trade secret or copyright.

**3. General Provisions**

3.1. This agreement will be governed by the law of the State of Michigan, excluding its choice of law principles, as such law is applied to contracts entered into and entirely performed therein. All litigation arising from or relating to this agreement will be filed and prosecuted before, and subject to the exclusive jurisdiction of a court of competent jurisdiction in the Eastern District of Michigan.

3.2. The rights and obligations herein will bind the parties, their legal representatives, successors, heirs and assigns.

3.3. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. Any modifications of or changes to this Agreement will be in writing and signed by both parties.

3.4. English is the official language of this Agreement.

3.5. This Agreement will be terminable only upon the written agreement of the parties, including WDI.

In witness whereof, the parties hereto have made, entered into and executed this Agreement made effective as of the date above.

Organization

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Please see next page for exhibits**



**WILLIAM DAVIDSON INSTITUTE**  
AT THE UNIVERSITY OF MICHIGAN

**Exhibit 1: Work**

<b>Name of Teaching Material</b>	<b>Type</b>	<b>Author</b>
	case and supplemental teaching materials (e.g. teaching notes, presentations, videos, etc.)	