

Dear

This letter sets forth and confirms the understanding and agreement between \_\_\_\_\_ (hereinafter called the "Contributor") and the University of Houston, for and in behalf of its Center for Public History, c/o Kathleen A. Brosnan, 524 Agnes Arnold Hall, Houston, TX 77204-3303 (hereinafter called the "Author").

- (a) Contributor has been employed by Author on a work-for-hire basis to prepare the following Material for publication in the *Encyclopedia of American Environmental History* (hereinafter called the "Work") to be published by Facts On File, Inc. of 132 West 315t Street, New York, N.Y. 10001 (hereinafter called the "Publisher").

The "Material" consists of the following entry or entries:

\_\_\_\_\_

- (b) Contributor agrees to prepare Material pursuant to the directions of Author; following the Facts On File Style Guidelines attached herewith as Appendix A. Said preparation of Material will be a work-made-for-hire as such term is used and defined in the Copyright Laws of the United States. Material shall be submitted in both hard copy and on disk. Contributor hereby grants, transfers, and assigns to Author and Publisher the full and exclusive right to publish, sell, and license the Material. Contributor warrants that he/she is the sole owner of all rights to Material, has full power to make this Agreement, that Material does not infringe any valid copyright or other proprietary or property right of any other person, and Material contains no libelous, defamatory or other unlawful Material.
- (c) Contributor and Author agree that Publisher shall be considered the "author" of Material for purposes of copyright and all other proprietary rights in the Work, and that Publisher shall be the sole and exclusive owner throughout the world of all rights therein, including without limitation all copyrights. However, Contributor shall receive credit in the Work. Such credit is to be determined at the sole discretion of Publisher.
- (d) Publisher shall have the right to use the Work in any manner it deems appropriate and may make such changes in the Work it may deem necessary or appropriate to prepare the same for publication.
- (e) The Work shall be deemed to include all revisions, editions, and versions thereof in all languages, forms, and media now known or hereafter developed.
- (f) Publisher shall have the right to utilize Contributor's name and likeness and pertinent biographical data in and in connection with the promotion and sale of any publication of the Work or portions thereof.
- (g) Contributor shall prepare and deliver Material to Author, satisfactory in both form and content, by \_\_\_\_\_. Author shall make the final determination as to acceptability.

- (h) Contributor agrees, to the extent authorized under the laws and Constitution of the State of Texas, defend, indemnify, and hold Author and Publisher and/or its licensees harmless from any claim, suit, cost, damage, expense (including attorneys fees), or proceeding against Author and/or Publisher and/or its licensees based on the grounds that the Material contains libelous, defamatory, or unlawful material, or that it infringes upon or violates any copyright or proprietary rights. The obligation under this Section (g) shall survive the termination of this Agreement.
- (i) Contributor agrees that all disputes surrounding this letter agreement shall be resolved as provided by Texas Government Code Chapter 2260.
- (j) This letter agreement shall be governed by and construed under the laws of the State of Texas (exclusive of the conflict of interest law provisions thereof), and venue in any action brought to enforce the rights and obligations of this Agreement shall be in Harris County, Texas.
- (k) In full consideration of and payment for the foregoing employment, Publisher shall pay Contributor a flat fee of \$\_\_\_\_\_, payable upon delivery and acceptance of Material.
- (l) Contributor has the option of waiving the flat fee. Should Contributor choose to waive the fee, Author and Publisher will donate in contributor’s name half of the flat fee to the American Society for Environmental History. The remaining half of the fee will be applied by Author to graduate assistantships related to the Work. If Contributor is inclined to waive the fee, please indicate below:  
  
\_\_\_ Contributor agrees to waive the flat fee.
- (m) In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Contributor certifies that it is not ineligible to receive this Agreement and payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment if this certification is or becomes inaccurate. Contributor acknowledges that, in accordance with Section 403.055 of the Texas Government Code, as applicable, if the Texas Comptroller of Public Accounts is currently prohibited from issuing a warrant to Contributor, Contributor agrees that payments under this Agreement will be applied to the debt or delinquent taxes owed to the State of Texas until the debt or delinquent taxes are paid in full.
- (n) Execution of this Agreement constitutes Contributor’s acceptance of the authority of University, the Texas State Auditor and/or their designated representative (collectively, “Auditor”) to conduct audits or investigations in connection with this Agreement. Contributor agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.

If this letter agreement is satisfactory, please sign it, complete the requested information, and return it by regular mail to the address listed below. Please keep a copy of the signed agreement for your records.

Sincerely,

Kathleen A. Brosnan  
University of Houston, for and in behalf of its Center for Public History  
Editor, *Encyclopedia of American Environmental History*

Accepted and Agreed:

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Date: \_\_\_\_\_

**Form No. OGC-S-2006-04**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Please return the signed agreement to:

Robert S. Thompson  
University of Houston  
Center for Public History  
524 Agnes Arnold Hall  
Houston, TX 77204-3003

***Note: Modification of this Form requires approval of OGC***