

New Mexico State University Library  
Oral Histories: Assignment of Copyright in a Work Intended as a Work for Hire

This type of agreement, as the name implies, merely assigns whatever interest a non-employee might have in any interviews they conduct for an archive, program, or individual. It is useful in cases where project managers believe the work for which freelance or volunteer interviewers are being used does not fit into any of the three categories noted in the preface to Appendix C.8 that might qualify the interviewing as a “Work Made for Hire” for purposes of copyright. The right to terminate an assignment of copyright after 35 years as set out in 17 U.S.C. 202 (a) does not apply to this type of agreement.

New Mexico State University Library and \_\_\_\_\_ (*name of interviewer*)  
herein agree that the interviewer will conduct a number of interviews on the following topics or projects:

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The parties further agree that this specially commissioned or ordered work is a “work made for hire,” and that New Mexico State University Library, for whom this work is prepared, shall own all right, title and interest in said work or works, including all copyrights.

The interviewer further agrees that in the event that the interviews they conduct are legally deemed not to be a “work made for hire,” they will assign to New Mexico State University Library all right, title and interest in the said interviews that he may possess, including all copyrights.

As compensation for the interviewer’s work, New Mexico State University Library agrees to provide the following compensation:

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Signature of Interviewer

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Date

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Signature of Representative for New Mexico State University Library

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Date