

# Work Made For Hire Agreement

This Work Made For Hire Agreement (this "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") between SEW HAPPY SEWING, INC., a New York corporation doing business as Sew Happy ("Company"), and \_\_\_\_\_ ("Employee"). In consideration of Employee's continued at-will employment by the Company and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employee agrees as follows:

**1. Works Made for Hire.** All information developed or generated wholly or partially by Employee, whether or not at the request of Company, during Employee's employment with Company, including all intermediate and partial versions thereof ("Work Product"), whether or not protected by copyright, will be the sole property of Company upon its creation, and, in the case of copyrightable works, upon its fixation in a tangible medium of expression. For greater certainty, Work Product under this Agreement includes any pattern design, including all intermediate and partial versions thereof, for custom pattern and sewing kits developed or generated by Employee during Employee's employment with Company.

All copyrightable aspects of the Work Product are "works made for hire" within the meaning of the Copyright Act of 1976 ("the Act"), as amended, of which Company is to be deemed the "author" within the meaning of the Act. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, will be owned exclusively by Company upon their creation and Employee will have no interest in any of them.

If any of the Work Product, or any part or element of the Work Product, is found as a matter of law not to be a "work made for hire," within the meaning of the Act, Employee will assign to Company the sole and exclusive right, title and interest in and to all such works, and all copies of the works, without further consideration, and will assist Company to register and, from time to time thereafter, to enforce all patents, copyrights, and other rights and protections relating to any of the Work Product.

**2. Return of Company Property.** Upon termination of employment or this Agreement, or upon any earlier written request from Company, Employee will promptly return to Company any and all Work Product, without Employee retaining any copies of any such Work Product. Employee will also erase or destroy any such Work Product stored in computer memory or any other data storage media or apparatus. In addition, Employee will promptly return to Company any and all supplies, equipment and materials provided by Company to Employee for the completion of any services provided by Employee to Company while employed.

**3. Acknowledgement of at-will employment.** Employee understands and acknowledges that nothing in this Agreement shall change the at-will nature of Employee's employment and nothing shall interfere in any way with Employee's or Company's right to terminate Employee's employment for any reason or no reason, with or without cause.

**4. Arbitration.** Any controversy or claim arising out of, or relating to, this Agreement, or its breach shall be settled by arbitration in the County of Westchester, New York in accordance with the then governing rules of the American Arbitration Association. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

**5. Assignment.** This Agreement and the rights and obligations thereunder are personal with respect to Employee and may not be assigned by any act of Employee or by operation of law. Employee has no right to assign any of its rights, or to delegate any of its duties, created by this Agreement. Company shall, however, have the absolute, unfettered right to assign this Agreement to a successor in interest to Company or to the purchaser of any of the assets of Company.

**6. Amendment; Waiver; Entire Agreement.** No provision of this Agreement may be amended, modified, waived or discharged unless such amendment, modification, waiver or discharge is agreed to in writing signed by Employee and Company. No waiver by either party at any time of any breach by the other party of or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements, understandings or representations, oral or otherwise, express or implied, have been made by either party which are not set forth expressly in this Agreement. Any and all prior agreements, understandings and representations, including any independent contractor agreement(s) that may have been previously entered into by the parties, are hereby terminated and canceled in their entirety and of no further force and effect.

**7. Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles.

**8. Notice.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail, to the address of the party specified below or such other address as either party may specify in writing. All notices shall be effective upon (i) receipt by the party to which notice is given or (ii) on the third (3<sup>rd</sup>) day following mailing, whichever occurs first. The parties' addresses as of the date of this Agreement are:

**Company:**

33 Orchard Drive, Rye, NY 10580

Email: [kim@sewhappyusa.net](mailto:kim@sewhappyusa.net)

**Employee:**

\_\_\_\_\_

Email: \_\_\_\_\_

**9. Section Headings; Interpretation; and Gender.** The section headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They are not intended to, and do not define, limit, or extend the scope or intent of the provision to which they pertain. References herein to "this Agreement" and the words "herein," "hereof" and words of similar import refer to this Agreement. The pronouns it, its and itself shall refer herein to he, she, his, her, himself and herself where appropriate.

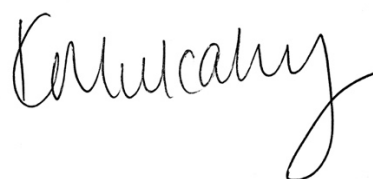
**10. Severability.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and will continue to be valid and enforceable to the fullest extent permitted by law.

**11. Executed Counterparts.** This Agreement may be executed in any number of counterparts, and all counterparts shall be considered together as one agreement. The parties hereto agree that facsimile signatures shall be as effective as if originals.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first written above.

SEW HAPPY SEWING, INC.

By:



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

Name: Kim Mulcahy  
Title: President