

## COPYRIGHT LICENSE AGREEMENT

This Copyright License Agreement (this “*Agreement*”) is entered into on this day \_\_\_\_ of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (“*Church*”), and \_\_\_\_\_ (“*Minister*”).

### BACKGROUND

A. Church and Minister acknowledge that as a part of Minister’s employment by the Church, Minister writes, develops, prepares and delivers sermons, liturgies, litanies, prayers, meditations and other original written and oral theological reflections during the Minister’s employment by the Church (collectively, “*the Works*”).

B. The Works are ecclesiastical events and moments which are the product of deeply personal spiritual reflection, prayer, and discernment by Minister.

C. Church and Minister agree that all works prepared and created in the course of Minister’s employment with Church regardless of when and where the works are prepared or created are works made for hire and as such the Church retains all ownership, copyright, and other legal interests in the works and has the unfettered discretion to reprise or republish such works for other purposes and at other times, and to alone have claim to any financial benefits that may attend thereto.

D. In recognition of the deeply personal and spiritual nature of the works, Church desires to allow Minister to use these copyrighted materials pursuant to the conditions below.

### AGREEMENT

**NOW, THEREFORE**, in consideration of Minister’s services to Church and other good and valid consideration the receipt and sufficiency of which is acknowledged, Church and Minister agree as follows:

1. **License**. Church grants to Minister a non-exclusive, world wide, right and license to use, reproduce, distribute, create derivative works of, publicly perform, and publicly display the Works (whether solely or jointly with others) in connection with the Minister’s Christian ministry, in any form, manner or media, now known or later developed.

2. **Royalty**. There shall be no royalties charged by Church for Minister’s use of the Works; provided, however, that in the event of the use of the Works for commercial “for profit” purposes, Church may require that royalties and payments for such use to be shared between the Minister and Church pursuant to a mutually acceptable revenue sharing arrangement.

3. **Sublicense and Assignment**. Minister shall have the right to sub-license or assign Minister’s rights in the Works (i) for ecclesiastical, educational, charitable or non-commercial purposes without the consent of Church, and (ii) for commercial “for profit”

purposes only with prior consent of Church, not to be unreasonably withheld, conditioned, or delayed.

4. **Other Rights.** All rights in the Works not specifically granted to Minister in this Agreement are reserved to Church.

5. **Term.** This Agreement shall continue in effect while Minister is employed by Church. Church may terminate this Agreement during Minister's employment with the Church if Church, in its sole discretion, determines that Minister uses or seeks to use the works for an improper purpose. After termination of the employment relationship between Church and Minister, this Agreement shall only continue with the consent of Church, which consent may not be unreasonably withheld or delayed.

6. **Derivative Works.** All right, title and interest in any work derived from the Works, including without limitation, any copyright of such derivative work, shall remain with the Church, but subject to Minister's right to use as set forth in this Agreement.

7. **Copyright Registration.** Any registration of the Works for copyright and any renewals and extensions thereof in the Copyright Office of the United States of America and/or in any other country, political entity or jurisdiction, shall be in the name of Church.

8. **Excess Benefit.** Church and Minister do not intend for this Agreement to constitute the conveyance by Church to Minister of either a taxable or tax-free excess benefit, but rather to address the practice of the parties with respect to the use of the Works in their ecclesiastical ministries.

9. **Applicable Law; Venue.** This Agreement and the rights of the parties hereunder shall be governed by, construed, and enforced in accordance with the laws of the State of Hawai'i. Each of the parties to this Agreement submits to the jurisdiction of the appropriate courts located in the State of Hawai'i.

10. **Notices.** Any notice, request or communication required or provided to be given under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally or when mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Church: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

To Minister at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other party at such other address as such party, by notice given as herein provided, shall designate.

11. **Severability.** This Agreement is and shall be construed to be divisible and separable with the effect that if any provision or provisions hereof shall at any time be found or declared invalid or unenforceable by competent judicial authority, such finding or declaration shall not impair the remaining provisions hereof but the same shall remain valid and enforceable.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes and cancels all prior oral and written agreements or understandings between the parties with respect to such subject matter. No amendment or other modification to this Agreement shall be effective unless it is in writing and signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

\_\_\_\_\_  
a Hawaii non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*“Church”*

\_\_\_\_\_

*“Minister”*