

AUTHORSHIP AGREEMENT

In consideration of my employment by Carnegie Corporation of New York (“the Corporation”), or any of its commissions, task forces, or other operating programs, the Corporation and I agree that:

A. The scope of my employment with the Corporation includes the creation and authorship of works of research and scholarship relating to the dissemination of knowledge, the promotion of peace and education and the Corporation’s other purposes, and related areas (collectively, the “Works”).

B. The Works are subject to the Corporation’s internal review and editing process, as to both form and content.

C. The Works are (and Works created in the future will be) deemed to be “works made for hire” within the meaning of the U.S. Copyright Act. Accordingly, the Corporation is (and will be) considered to be the author of the Works and the sole owner throughout the world of the Works and of all copyrights and other rights in the Works (the “Rights”).

D. I understand that, under any applicable law, a Work may not be deemed to be a “work made for hire” for the Corporation, or the Corporation may not be deemed to be the author of such Work and the sole owner of such Work and all Rights in such Work(s). I hereby assign to the Corporation throughout the world in perpetuity all of my Rights in each such Work, and in any other work created by me during the period of my employment with the Corporation either during working hours or with the use of the Corporation’s materials or facilities.

E. I will not (i) use any proprietary or confidential information or materials of the Corporation (“Confidential Information”) for my or any other person’s benefit or (ii) disclose, communicate or provide access to any Confidential Information to any person (other than the Corporation’s employees, directors or advisers on a need-to-know basis). I understand that the prohibition in subsection (ii) includes confirming or denying questions asked about Confidential Information or providing enough related information to allow a reasonable person to deduce or infer Confidential Information. If I have a question whether any information or materials constitute “Confidential Information,” I will seek guidance from the Corporation’s personnel prior to taking any action that could violate this Section E.

F. During my employment, I will not enter into any agreements that affect my ability to comply with this agreement, and I will not improperly use for the benefit of the Corporation any confidential information or intellectual property of any third party (including former employers) without that person’s prior written consent.

G. I will, without charge to the Corporation but at its expense, execute an assignment of title to the Corporation and do anything else reasonably necessary to enable the Corporation to secure a copyright or other form of protection for any work assigned above anywhere in the world. I will also maintain all records, execute all documents and do anything else reasonably requested by the Corporation to further the intents and purposes of this agreement. If I do not execute a document or take an action for any reason, I appoint the Corporation and its designees as my agent and attorney-in-fact, to act in my behalf in all applicable instances.

H. The Corporation may, at its sole option, assign or re-assign the Works, and all Rights in any of the Works, to the undersigned employee, on terms and conditions determined by the Corporation.

I. In connection with any agreement between the Corporation and any publisher (the "Publisher") with respect to the publication by such publisher of any Work, I hereby grant to the Corporation the right to grant to the Publisher (and its assignees and designees) the right to use my name, portrait, likeness and biography in connection with the exploitation of such Work and the rights granted to the Publisher by the Corporation.

J. In the event that I am considering authoring (i) a Work, or (ii) any other literary work which contains fictional or non-fictional characters, depictions of events, circumstances or operations of, or based on, the Corporation, I agree to discuss the matter with the President of the Corporation before undertaking such Literary Work or signing contracts or agreements relating to the Literary Work. This discussion will also cover the terms of the copyright in any such Literary Work and any fees or other remuneration that might be involved.

K. This agreement (1) is not a contract of employment, (2) shall be governed by the laws in effect in the state of New York, and (3) shall be binding upon and inure to the benefit of the Corporation and the undersigned employee and their respective successors. In the event a dispute arises under or in connection with this agreement, I agree to negotiate amicably with the Corporation in attempting to resolve the matter. If any such dispute cannot be resolved amicably, I agree to submit to arbitration under the rules of the American Arbitration Association with any such arbitration to be conducted in the state of New York.

Accepted and Agreed:

Employee's Signature Date

Employee's Name (Print)

Accepted and Agreed as of the above date:

CARNEGIE CORPORATION OF NEW YORK

By: _____ Date: _____