

INTELLECTUAL PROPERTY NOTIFICATION OF RIGHTS

The Policies and Procedures of Southern Utah University require that you be notified of its Intellectual Property Policy, and how that policy may affect your rights as a potential creator or author of legally recognized intellectual property.

The policy in its entirety is found in Section 5.52 of the Southern Utah University Policy and Procedures. Copies can be found in the Library, in the office of your Dean or Department Chair, in the Human Resource Office and in other administrative offices on campus. It can also be accessed via the Southern Utah University Home Page or on the Internet at: <http://www.suu.edu/pub/policies/>

As an employee, student, or authorized user of Southern Utah University's various resources, the products of your creative efforts may, in certain instances, become the property of the University.

At sub-section V., the policy addresses ownership of intellectual property:

V. OWNERSHIP:

- A. The University does not claim ownership in works resulting from teaching, scholarly and artistic activities such as articles, research bulletins, monographs, paintings, musical and dramatic compositions, sculptures, architectural designs, books, textbooks, submissions to scientific and technical journals, laboratory compounds and compositions, electronic components, shop tools, reference works and the like, unless the development of these has required substantial support.
- B. The University will not claim any ownership in material resulting from the preparation of lectures or other instructional units developed by a single member of the faculty, staff or student body, using minimal technical help.
- C. The University has presumptive ownership of works developed with substantial support (unless there is Ownership Allocation Contract). [Emphasis added.]

The policy provides a definition of “substantial support” in an effort to clarify the circumstances in which the University could justifiably act on the stated presumption. It is found in sub-section IV, P:

Substantial Support: Support beyond minimal technical help, including but not limited to, media production services, videotaping, audio taping, computer graphics specialists, computer programmers, music production specialists, laboratory assets and inventories, laboratory assistants and other University personnel and resources utilized to advance creative efforts outside or beyond those academic or University

purposes for which they were originally acquired, developed and funded. These should be specified and valued as closely as possible in an Ownership Allocation Contract, and may form the mathematical basis for the stated ownership allocation.

The following are but some examples of substantial support:

1. Equipment, materials, and staff services from any of a variety of University departments or units, other than the creator's, are used by the creator in the development of materials or inventions at no expense to the creator, or without the creator's reimbursement to the utilized department or unit.
2. The creator receives support in the form of money or definable value in excess of normal salary or faculty development money, reduced teaching load, released time, or other similar resource from any department, college or other unit of the University.

Where substantial support is foreseeable, reasonably anticipated, or likely, an Ownership Allocation Contract between the University and the creator must be entered into prior to beginning the project.

A significant exception to the foregoing is made when you are employed or assigned to create a "Work-for-Hire." This is defined in sub-section IV, S:

Work-for-Hire: A work produced as the primary purpose of employment is considered a work-for-hire, in which case the University will be the creator, with no allocable ownership. In most cases, the job description and employment contract should so specify. (See Appendix B for model Work-for-Hire Agreement.)

When the University, or one of its colleges, departments or units has assigned a member of the faculty, staff or student body to develop a work intended for copyright or patent, during time that is being compensated by University funds, the University will be the creator, owning all rights, unless a written agreement to the contrary has been entered between the University and the faculty, staff, or student.

Should you become involved in a creative effort involving the use of University resources, you are expected to re-acquaint yourself with the Intellectual Property Policy. As stated above, certain presumptions may apply where University resources are utilized in any substantial way. The policy makes it your responsibility to protect your rights in your creative endeavors by using these resources within acceptable limits, or by entering into an Ownership Allocation Contract. (See Appendix B to the policy.)

OWNERSHIP ALLOCATION CONTRACT

As an employee, student, or authorized user of Southern Utah University’s various resources in the _____ Department, College of _____,

I, _____, as the creator, plan to or am currently engaged in the following creative effort: _____

At the culmination of this effort I intend develop A material for copyright
 An invention for patent

It is foreseeable that my efforts will be benefitted by my use or utilization of the following University resources:

- Minimal technical help which entitles me to full ownership
- Substantial support (SUU Policies and Procedures 5.52, sub-section IV, P)

which pursuant to policy entitle the University to share in the ownership/royalties of the material/invention (“the property”).

There is no extramural sponsor
 is an extramural sponsor. This extramural sponsor is

whose sponsorship is based on _____

(“the sponsorship”). This sponsorship will result and be recognized as a percent of ownership in the property.

University ownership in the property (whether fully completed or not) will be at _____ percent, the extramural sponsor at _____ percent, with mine to be the remainder.

The University's name will be displayed and proper attribution will be given in any publication or other utilization of the property. Conversely, I agree to indemnify and hold the University harmless from any claims or consequences associated with any mistake, infringement, negligence or impropriety occasioned by or through my creative effort.

This Agreement is entered into pursuant to the Southern Utah University Intellectual Property Policy, the terms of which are incorporated here by this reference.

_____ Creator	_____ Date
_____ Department Chair	_____ Date
_____ Dean	_____ Date
_____ Provost	_____ Date
_____ SUU Authorized Legal Official	_____ Date
_____ Legal Counsel	_____ Date

WORK FOR HIRE AGREEMENT

This Agreement will acknowledge that Southern Utah University has employed or otherwise engaged the services of _____, as Creator, to create the following work-for-hire, as defined by the Southern Utah University Intellectual Property Policy, which by this reference is incorporated here. The specific work is expected to result in A material for copyright An invention for patent (“the property”) which is more specifically described as: _____

The property will be completed by : _____. Where it is not, the University will nevertheless be the sole owner of all notes, drafts, research, prototypes or other developmental process, progress or endeavor, without further claim or interest by the employed creator. The University will have sole discretion as to the re-employment of the original creator, or another person or persons who could further or finalize the creative work as originally contemplated above.

The particulars of compensation and other benefits will be set out in a standard appointment form and/or a statement of salary and benefits as the same or similar are routinely used by the University’s Human Resource Office, and this Agreement may be duplicated and appended to one or each of them for additional clarity.

The creator agrees to indemnify and hold the University harmless from any claims or consequences associated with any mistake, infringement, negligence or impropriety occasioned by or through his/her creative effort.

Dated: _____

Department Dean
Southern Utah University

Creator
Approved:

Authorized Signature

Legal Counsel

Appendix D — Southern Utah University Intellectual Property Policy

CONTRIBUTION AGREEMENT

_____, as creator or legal copyright/patent owner

of _____,

(“the donated work”), I (we) hereby represent that the copyright/patent is fully obtained and vested in my (our) ownership, and that as full legal owner(s) I (we)

IRREVOCABLY

REVOCABLY — (with conditions specified on attached sheet; otherwise, IRREVOCABLY)

give, contribute and donate it and convey all ownership, rights, interests, and control to Southern Utah University (“the University”)

including all royalty income/proceeds

not including royalty income/proceeds

retaining an interest in the royalty/income proceeds to share them with the University on the following percentage, retaining the remainder:

_____ % to the University

Upon this contribution, the University is entitled to treat the work as its own to use, sell, market, demonstrate, exhibit, and otherwise derive full and complete benefit therefrom (except where the gift is REVOCABLE with conditions specified as required above).

This Agreement is entered into pursuant to the Southern Utah University Intellectual Property Policy, the terms of which are incorporated here by this reference.

Dated: _____

Southern Utah University

Creator/Owner
Approved:

Authorized Signature

Legal Counsel