

APPENDIX P

INTELLECTUAL PROPERTY AGREEMENT

Name _____ Department _____

Description of the Work Being Developed:

Date of Delivery of the Completed Work: _____

Schedule for development of the work to be delivered, with measurable benchmarks:

Compensation to the Faculty Member:

Total Compensation \$ _____

_____ Hours of release time for _____ (Semester, i.e. 20012)
(Attach copy of approved release time form)

When receiving release time, faculty member assigns all ownership and control of the work to the College unless otherwise approved by the College.

_____ Hours of overload for _____ (Semester, i.e. 20012)
_____ Hours per week x _____ Weeks x _____ Overload rate = _____ Compensation

_____ Hours to count toward the faculty member's Faculty Development Plan
(Attach copy of current Faculty Development Plan)

Other Compensation (Describe) _____

Estimated Cost* Expected to be Incurred by the College (Other than shown above):

Video Studio Time _____

Printing Costs _____

Equipment Purchase _____

Materials Purchased _____

Other Costs _____

Estimated Total Cost to College _____

*If actual costs exceed the estimates, the Administration will provide evidence for the increased costs.

Place a check by each items being developed as a part of the work. Use the codes listed below to indicate the level of ownership and control the faculty member will exercise after the acceptance of the work by the Administration.

Type of Material	Level of Control Agreed to by Faculty Member and College
___ Course Syllabus	_____
___ Course Objectives	_____
___ Course Content Outline	_____
___ Course Schedule	_____
___ Power Point Presentations	_____
___ Digital Media	_____
___ HTML Document (Web Pages)	_____
___ Computer Programs	_____
___ Course Handouts	_____
___ Problem Sets	_____
___ Problem Solutions	_____
___ Sample Exams	_____
___ Sample Exam Solutions	_____
___ Workbooks	_____
___ Course Reviews	_____
___ Study Guide	_____
___ Slides and Overheads	_____
___ Photographs	_____
___ Other (Describe)	_____
_____	_____
_____	_____
_____	_____

C = Complete

Complete ownership and control by the faculty member. The faculty member will determine all forms of use.

N = None

No ownership and control. The faculty member assigns all ownership and control of the work to the College.

J = Joint Use

The College owns the work, but the faculty member has first right of refusal to modifications and retains ownership and control of defined parts of the work upon termination of employment at the College.

NM = No Modification

The College may use, but not modify, the materials without the faculty member being given first right of refusal to modify the work.

F = Faculty

The faculty member will have the right of approval when other faculty members are to use all or parts of the work.

T = Termination

The College will have the right to use the materials after the College no longer employs the faculty member.

MC(#) = Marketing by College (#)

The College will have the right to market the material for sale. The percentage in parentheses indicates the percentage of gross revenues the faculty member will receive after the College's initial investment is repaid.

MF(#) = Marketing by Faculty Member (#)

The faculty member will have the right to market the work for sale. The percentage in parentheses indicates the percentage of gross revenues the College will receive after the College's initial investment is repaid.

O = Other

Describe:

Other Agreements Regarding the Intellectual Property:

This agreement may be revised at any time by the mutual agreement of both the faculty member and the Administration.

The faculty member has been informed of his/her right to consult with the Faculty Association prior to the signing of this contract. _____ (Faculty member Initials)

Faculty Member

Date

Department Head

Date

Dean

Date

Approved _____

Not Approved _____

Vice President of Academic Affairs

Date