



**SOUTHERN UTAH UNIVERSITY**  
**Policies and Procedures**

**Policy # 5.52**  
**Date Approved: 01/28/00**  
**Date Amended:**  
**Reviewed w/no Changes:**  
**Office of Responsibility: Prov**  
**Page 1 of 18**

---

**SUBJECT: INTELLECTUAL PROPERTY**

---

**PREAMBLE**

Recognizing the fact that there will be no enhancement of the image, fulfillment of the mission of the university, or any economic fruits to divide without the faculty, staff, or student first producing something through their creative and/or research of activities, the primary purpose of this policy is to encourage and stimulate such activities. All interpretations of this policy must be guided by this overriding purpose.

- I. **POLICY:** Intellectual property is an all-encompassing term referring to the products of scholarly or creative endeavors. These products or works are sometimes regarded as “intangible.” They become legally recognizable and protectable once they are reduced to some tangible state (e.g. written, recorded, pictured, prototyped, etc.). This policy will address those works that can be protected within the legal categories of “Copyright” and “Patent.” (The other legal categories of intellectual property protections, “trademark” and “service mark” have no meaningful application in this context.)

Faculty, staff, and students may have personal rights in intellectual works they create while employed by or attending the University. Such creations are encouraged in the best interest of the creator, the University, the public, and the research sponsor, if any.

As a condition of employment or enrollment, faculty, staff, and students are bound by this policy unless otherwise stated, each will be presumed to have waived any and all personal rights to works where they have received substantial support in research, writing, or development of works as defined below.

It is incumbent upon the university to ensure that all employees are advised as to their intellectual property rights by the dean, department chair, or supervisor. A signed copy of the intellectual property rights agreement notification form will be added to personnel files. (See Appendix A for model notification form.)

- II. **PURPOSE AND SCOPE:** This policy governs intellectual property interests in materials and inventions potentially leading to copyrights and patents that may be developed or accrued by the University, faculty, staff, and students. It seeks to define and protect such interests. The policy also seeks to clarify ownership rights and claims and to ensure that academic, legal, and financial benefits of intellectual property accrued by the creator, by the University, by specific sponsors, and by the general public, as circumstances dictate.
- III. **NATURE OF RIGHTS; SCOPE; AND LIMITATIONS:**



---

**SUBJECT: INTELLECTUAL PROPERTY**

---

A. Nature of Rights Protected:

1. Copyright is the legal protection available to authors of intellectual writings, computer software, and other such works. Only authors, or those to whom authors have assigned their legally preserved rights, may claim copyright. The owner of a copyright retains and controls the right to print and reprint copies of the work to sell or distribute copies of the work, to transform or revise the work and to perform or display the work to the public.
2. Patent is the legal protection available to the inventor (or discoverer) of any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement of such. The patentable subject matter is the device or means by which a desired result is to be secured. A patent exists only upon specific grant by the United States Patent Office following affirmative application by the inventor, discoverer, or entity desiring patent protection.

B. Scope of Works Protected:

1. By Copyright:
  - a. Literary works;
  - b. Musical works, including accompanying words;
  - c. Dramatic works, including accompanying music;
  - d. Pantomimes and choreographic works;
  - e. Pictorial, graphic, and sculptural works;
  - f. Motion pictures and audiovisual works;
  - g. Sound recordings; and
  - h. Computer programs, software, and documentation.

In order for copyright protection to apply to any of the above works, the work must be in a form that can be perceived directly or readable by means of a machine or other device. Both published and unpublished works are under statutory protection.

2. By Patent:

Any new and useful:

- a. Process, or distinctly new use of a known process;



**SOUTHERN UTAH UNIVERSITY**  
**Policies and Procedures**

**Policy # 5.52**  
**Date Approved: 01/28/00**  
**Date Amended:**  
**Reviewed w/no Changes:**  
**Office of Responsibility: Prov**  
**Page 3 of 18**

---

**SUBJECT: INTELLECTUAL PROPERTY**

---

- b. Machine, or new and useful improvement of an existing machine;
- c. Means of manufacture, or an improvement of one; or
- d. Composition of matter including all compositions of two or more substances and all composite articles, whether a result of chemical union, mechanical mixture, or whether they occur as gasses, fluids, powders or solids.

C. Limitations:

- 1. Copyright protection is not extended to any idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of how it is described, explained, illustrated or embodied.
- 2. Patent protection cannot be obtained on an idea independent of the means to carry it out. A patent will not be granted for mere mental steps, mathematical formulae or algorithms, an abstract principle, law of nature, a specific scientific truth, or a hitherto unknown phenomenon of nature. (Otherwise, the patent would bar all future uses of these.) A patentable work must also meet standards of novelty, usefulness, and nonobviousness. Additionally, a patent may be denied if an invention was in public use or on sale in this country more than one year prior to the date of application.

IV. DEFINITIONS:

- A. Author: The writer, owner, developer, or original creator of material which meets legal definitions to benefit from copyright protection. Once such protection is obtained, the author becomes the “owner” of the copyright. The University is regarded as the author of material created with the benefit of the University’s substantial support and will become its copyright owner upon meeting the legal requirements for copyright protection. The term “author” means one or more parties and circumstantially may be singular or plural.
- B. Copyright: The legal protection available to the author who fulfills the specific statutory requirements to document and secure ownership rights in copyrightable material. Once obtained, the author becomes the legally recognized copyright owner and may publish the material, convey or assign the copyright, or restrict or prohibit the material’s publication or use, with specific legal recourse against any unauthorized user. The duration of a



**SOUTHERN UTAH UNIVERSITY**  
**Policies and Procedures**

**Policy # 5.52**  
**Date Approved: 01/28/00**  
**Date Amended:**  
**Reviewed w/no Changes:**  
**Office of Responsibility: Prov**  
**Page 4 of 18**

---

**SUBJECT: INTELLECTUAL PROPERTY**

---

copyright interest created subsequent to enactment of this policy is for the lifetime of the author plus fifty years.

- C. Copyright / Patent Review Committee: This committee exists to receive appeals from the Provost's office regarding ownership of any work that is "University-sponsored," or has received "Substantial support," without the benefit of an "Ownership Allocation Contract." This committee may also consider other determinations of the Provost in application of this policy. The committee is composed of one faculty member from the creator's college, one faculty from the creator's department, one member elected from the faculty senate, one Dean (from other than the creator's college), and the Vice President for University Advancement. In cases where a staff/student has made substantial contribution to a faculty project, one staff/student will be added. The appointed Dean will serve as chair. University Legal Counsel will advise the chair as circumstances require.
- D. Creator: This is a collective reference to the author or inventor, as those terms are separately defined. Creator may mean either author or inventor individually, or both collectively, as needed for brevity.
- E. Extramural Sponsor: This term refers to a grant from a government agency or a private entity to fund or partially fund research or other scholarly activity. The granting agency or entity will be regarded as an extramural sponsor.
1. Where the extramural sponsorship leads to the creation of a work that can result in a copyright or patent, ownership of the work will be subject to the specific terms of the grant or donation.
  2. Any grant will normally be regarded as belonging to the University, and not to a specific creator, and will generally constitute "substantial sponsorship."

In this instance, such a grant may be viewed as circumstantially substantial in context of discipline practices, schools, departments or other University units. Here, the grant may be specifically defined as a substantial sponsorship by the University Advancement Office (which, pursuant to other University policy, shall have approved the application for the grant prior to its receipt from any individual or University unit).



**SOUTHERN UTAH UNIVERSITY**  
**Policies and Procedures**

**Policy # 5.52**  
**Date Approved: 01/28/00**  
**Date Amended:**  
**Reviewed w/no Changes:**  
**Office of Responsibility: Prov**  
**Page 5 of 18**

---

**SUBJECT: INTELLECTUAL PROPERTY**

---

3. A creator may often be permitted to arrange for copyright or patent without approval from the government agency providing the grant. In such a case, the University and the individual creator are usually required to execute a royalty-free, non-exclusive, and irrevocable license to allow the agency to use the copyright or patent for government purposes.
  4. If the extramural sponsor desires copyright or patent ownership, the University will try to negotiate a reasonable sharing of rights and/or royalties for the University. Any such rights obtained by the University, and any consequent royalty revenue, will otherwise be defined by the Ownership Allocation Contract, or the presumptive ownership allocation, in its absence.
  5. If the terms of the grant do not specifically reserve ownership rights to the extramural sponsor, the grant being a substantial sponsorship, will make the University the presumptive owner of any resulting work.
- F. Material: All works, including but not limited to, writings, lecture notes, musical or dramatic compositions, sound recordings, films, videotapes, and other pictorial reproductions, computer programs, flow charts, manuals, codes instructions, and software affixed in or upon a tangible medium that meet the legal definition of those creations for which copyright protection is available.
- G. Invention: The new and useful process, machine, manufacturing method, composition of matter, or improvement of such, which meets the legal definition for patent application.
- H. Inventor: The developer, discoverer, owner, inventor or original creator of an invention. Once issued, this person or entity becomes the “owner” of the patent. The University is regarded as the inventor of an invention created with the benefit of the University’s substantial support, and will become the patent owner upon proper application for and otherwise meeting the legal requirements for patent issue and protection. The term “inventor” means one or more parties, and circumstantially may be singular or plural.
- I. Minimal technical help: Applies to a work created from individual research and personal effort, but supported by the University in the form of regular salary, some types of University faculty grants, sabbatical leave, course credit, customary editorial advice, library use, laboratory use, studio use, secretarial assistance, limited part-time student assistance, materials, and computers



---

**SUBJECT: INTELLECTUAL PROPERTY**

---

(programming and repair service), as is customarily provided to faculty, staff, or students for their academic use by any University department or unit established to furnish such support or assistance during normal working hours. This currently includes interactive EDNET TV courses available at the University.

- J. Owner: The party who created or by other means has fulfilled the statutory requirements to obtain legally enforceable copyright or patent protection in or to material or an invention. The owner has the right to sell, assign, distribute, or license the use of the copyright or patent, or to restrict these, with specific legal recourse against any unauthorized use or infringement.
- K. Ownership: Works that may be copyright protected or patented often result from teaching and other scholarly, creative or artistic endeavors by the faculty, staff or students. The University recognizes the creator's ownership rights in their original writings and scholarship, or in new and useful inventions that result from their usual or "traditional" teaching, research or artistic activities.

Conversely, with advancing technology, new forms of educational works are being developed which require that the University provide more significant direct support than does the writing of a "traditional" textbook, or the like. The purchase of equipment, production facilities, computers, etc., along with the expertise of individuals with special training, may be required to augment creative academic talents. When University resources are specifically invested or utilized in such a creative endeavor in any way that differs from those defined as "minimal technical help," such works are the result of "substantial support" or are "works-for-hire" and the University thereby has presumptive or primary ownership of it.

- L. Ownership Allocation Contract: A written agreement entered into between the University and a potential creator prior to the beginning of any project which has the foreseeable potential or likelihood of using or needing substantial support from the University in creating a protectable work. The creator must take the initiative in completing this agreement prior to beginning the project. If the agreement is not completed as required, and the creator takes the benefit of any substantial support, the University will have presumptive ownership of the work. Any dispute or rebuttal of this presumption will be decided by the Provost, with right of appeal to the Copyright/Patent Review Committee. (See Appendix B for model Ownership Allocation Contract.)



**SOUTHERN UTAH UNIVERSITY**  
**Policies and Procedures**

**Policy # 5.52**  
**Date Approved: 01/28/00**  
**Date Amended:**  
**Reviewed w/no Changes:**  
**Office of Responsibility: Prov**  
**Page 7 of 18**

---

**SUBJECT: INTELLECTUAL PROPERTY**

---

- M. Patent: A patent is issued by the United States Government. A patent gives the creator the right to exclusive use, or to exclude others from using his or her invention within the U.S., its territories or possessions for a set period of time. Obtaining a patent requires a formal application and some degree of record searching. It is frequently necessary for a creator to obtain specialized legal counsel to obtain a patent.

Patents fall into three general categories: utility, design, and plant. A utility patent protects an invention's function. A design patent protects a new, original, and ornamental design. A plant patent protects any new or distinct plant variety other than one asexually reproduced. Utility and plant are protected for 17 years from the date the patent is issued; design patents run for a 14-year life. A work upon which a patent is sought must also meet required standards of novelty, usefulness, and non-obviousness. Additionally, a patent application may be denied if an invention was in public use or on sale in this country more than one year prior to the date of U.S. application.

Patent will be referred to throughout this policy as a general term for brevity, without making the distinctions otherwise referred to above.

- N. Presumptive Ownership: Where the University provides "substantial support" and the creator fails to initiate an "Ownership Allocation Contract," (see Appendix B for model contract) one hundred percent (100%) University ownership is presumed for purposes of applying for copyright or patent protection, and, upon marketing or licensing the copyright or patent, and thereafter recovering all associated costs of obtaining the copyright or patent, ownership is presumed to be eighty percent (80%) to the University and twenty percent (20%) to the creator.

University ownership will be one hundred percent (100%) for all works that are "University sponsored," "works-for-hire," or "contributed works" unless otherwise specifically allocated by a sponsorship, employment, Ownership Allocation Contract, or contribution agreement.

- O. Publication: Publication occurs when the original or tangible copies of material are sold, leased, loaned, given away, or otherwise made available to the general public. Publication of copyright protected material should be done only by the owner or with the permission or other legal consent of the owner. (If material is published without first obtaining copyright protection, the author's ability to obtain copyright protection may be lost or forfeited.)



**SOUTHERN UTAH UNIVERSITY**  
**Policies and Procedures**

**Policy # 5.52**  
**Date Approved: 01/28/00**  
**Date Amended:**  
**Reviewed w/no Changes:**  
**Office of Responsibility: Prov**  
**Page 8 of 18**

---

**SUBJECT: INTELLECTUAL PROPERTY**

---

- 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. Substantial support 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 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 from the university in the form of money or definable value in excess of normal salary or faculty development money, reduced teaching load, or other similar resource from any department, college or other unit of the University for the purpose of creating intellectual property.

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.

- Q. University-sponsored: A work resulting from an individual or group effort receiving substantial support is presumed to be University-sponsored, and the University is its primary owner with the initial option to seek copyright or patent protection for the material or the invention in the University's name.
- R. Work: A collective reference to "material" and/or "invention" as those terms are defined. "Work" or "a work" may mean either material, invention, copyright, or patent individually or collectively, as needed for brevity.
- 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





**SOUTHERN UTAH UNIVERSITY**  
**Policies and Procedures**

**Policy # 5.52**  
**Date Approved: 01/28/00**  
**Date Amended:**  
**Reviewed w/no Changes:**  
**Office of Responsibility: Prov**  
**Page 9 of 18**

---

**SUBJECT: INTELLECTUAL PROPERTY**

---

employment contract should so specify. (See Appendix C 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 the time they are 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.

**V. OWNERSHIP:**

- A. The University does not claim ownership in works resulting from teaching, scholarly, or 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).

**VI. REVENUE SHARING:**

- A. **Authors, Inventors, Creators:** The author, inventor or creator of material or an invention described in sections IV. A. and B., above, is free to individually pursue copyright or patent protection, and subsequently to market or develop the work and receive any and all resulting revenues without claim upon them by or upon the University. However, marketing or other use of the material or invention must be in accordance with section VI below.
- B. **The University:**
  - 1. When the University, at its option, negotiates a copyright or patent for works regarded as substantially-sponsored, the creator may share in any resulting revenues according to the Ownership Allocation



---

**SUBJECT: INTELLECTUAL PROPERTY**

---

Contract. This contract will take into account the effort and contribution of the creator, as well as that of the University, when establishing the ownership percentages which will ultimately determine royalty distributions to the creator and to the University.

2. When a creator contributes a personal work to the University, a written agreement accepting the contribution must be completed. The agreement will specify whether the creator will share in any license or royalty revenue resulting from marketing the copyright or patent of the contributed work. (See Appendix D for a model agreement.)
3. When the University takes the necessary measures (and incurs the related costs) to obtain a copyright or patent, the University will retain presumptive ownership in the copyright or patent. Should the University later determine to market the work, any resulting royalty income will be allocated based on the Ownership Allocation Contract, or other agreement.

Such agreements will generally provide for the University to first recoup any costs incurred in obtaining the copyright or patent with net proceeds to be thereafter allocated according to the terms of the agreement. Also, in forming such agreements, the parties may provide for some share to be allocated to a University Research Fund for furthering research and scholarly efforts.

- C. **Extramural Sponsor:** In cases of extramural funding, where the University and the funding agency or donor have negotiated a basis for sharing of income from marketing the copyright or patent, the creator may be allocated a share of the net proceeds. The nature and extent of the share shall be defined by this policy or by an Ownership Allocation Contract.

**VII. USE OF WORKS:**

- A. Those works owned and protected solely by the creator may be marketed, used, or withheld from use. However, such a decision should be made conscientiously bearing in mind its consistency with the University's best interest and its academic reputation.
- B. Those works jointly owned by the creator and the University as defined by an Ownership Allocation Contract or presumptive ownership, will be used or withheld from use:



**SOUTHERN UTAH UNIVERSITY**  
**Policies and Procedures**

**Policy # 5.52**  
**Date Approved: 01/28/00**  
**Date Amended:**  
**Reviewed w/no Changes:**  
**Office of Responsibility: Prov**  
**Page 11 of 18**

---

**SUBJECT: INTELLECTUAL PROPERTY**

---

1. Consistent with the terms of the agreement; or,
2. As the University administration deems appropriate.

In either of these two cases, where questions of use arise, the University will consult with the creator, or provide a first opportunity for consultation, with respect to use of works within the University, or before any outside license is granted. When any unresolved matters of use arise, the matter will be determined by the Provost in reference to any pertinent agreement or this policy. Any remaining disagreement may be appealed to the Copyright / Patent Review Committee for determination.

- C. University-sponsored works may be used or withheld from use in any way deemed appropriate to the University administration.

**VIII. REVISION OF WORKS:**

- A. Those works owned and protected solely by the creator may be revised and modified as seems appropriate to the creator. Such revisions or modifications must not, as determined by the Provost, result in a work which would be inconsistent with the University's best interest or academic reputation.
- B. Those works that are jointly owned by the creator and the University may be revised in accordance with section VI. B., above.
- C. University-sponsored materials may be altered as the University administration deems appropriate. However, in most cases, such works should not be altered or revised without providing the creator the first opportunity to assume the responsibility for the revision. If the creator declines the opportunity, assignment of the revision will be made by the Provost after considering recommendations by the appropriate department. Where appropriate, commensurate compensation and/or recognition should be given to the creator of any substantial revision.

- IX. RELEASE:** The University may release to the creator the legal right to any work copyrighted or patented in the University's name.

- X LIABILITY:** A creator of any work warrants that the work does not infringe on any existing copyright, patent, or other legal rights; that content not identified as a direct quotation is the expression or creation of the creator; that necessary permission for any direct quotation and the like has been properly obtained; and that the material has no libelous content and none that invades the privacy of others. In so warranting, the



**SOUTHERN UTAH UNIVERSITY**  
**Policies and Procedures**

**Policy # 5.52**  
**Date Approved: 01/28/00**  
**Date Amended:**  
**Reviewed w/no Changes:**  
**Office of Responsibility: Prov**  
**Page 12 of 18**

---

**SUBJECT: INTELLECTUAL PROPERTY**

---

creator also agrees to indemnify and hold the University harmless from any breach of this warranty.

## **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