

**APPENDIX P**

**INTELLECTUAL PROPERTY AGREEMENT**

**Description of the Material Being Developed:**

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**Expected Date of Completion of the Materials:** \_\_\_\_\_

**Compensation Granted to the Faculty Member:**

\_\_\_\_\_ Hours of release time for \_\_\_\_\_ (Semester, i.e. 20012). Cost \_\_\_\_\_  
\_\_\_\_\_ Hours to count toward the faculty members Professional Development Plan  
\_\_\_\_\_ Semesters of Sabbatical Leave for \_\_\_\_\_ (Semester). Cost \_\_\_\_\_

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 college will provide evidence for the increased costs.

This section should contain other legal language pertaining to the agreement.

For the items being developed, please place a check by the appropriate item. Use the following codes to indicate the level of control the creator of the property will exercise after the completion of the material.

**C = Complete**

Complete control by the creator. The creator will determine all forms of use.

**N = None**

No control. The creator assigns all control of the property to the College.

**NM = No Modification**

The College may use, but not modify, the materials without the creator's approval.

**F = Faculty**

The creator will have the right of approval when other faculty members are to use the material.

**T(#) = Termination (#)**

The College will have the right to use the materials after the College no longer employs the creator. The number in parenthesis indicates the number of years the college may use the material.

**MC(#) = Marketing by College (#)**

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

**MF(#) = Marketing by Creator (#)**

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

**O = Other**

Describe:

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**Type of Material**

**Levels of Control Agreed to by Faculty Member and College**

_____ Course Outline	_____
_____ Course Schedule	_____
_____ Power Point Presentations	_____
_____ Videotapes	_____
_____ 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)	_____
_____	_____
_____	_____
_____	_____

**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 College.

The faculty member has been informed of his/her right to consult with the PJC Faculty Association prior to the signing of this contract. \_\_\_\_\_ (Please Initial)

\_\_\_\_\_  
**Faculty Member Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**VP for Instructional Affairs Signature**

\_\_\_\_\_  
**Date**