

ABILENE CHRISTIAN UNIVERSITY INTELLECTUAL PROPERTY AGREEMENT

Abilene Christian University (ACU) recognizes and encourages development of new and useful devices and processes, publication of scholarly works, and development of computer software as an integral part of the processes of learning, service, and research. ACU acknowledges that faculty, staff and students regularly prepare, usually through individual effort and initiative, articles, pamphlets, courseware and software (including mediated courseware and software for instructional technology in the classroom), and other scholarly and technological works (hereby termed “intellectual property”) that may be subject to the provisions of copyright law and may generate royalty income for the authors, inventors, or creators. Publication, manufacture, or production may also result from work supported either partially or completely by the institution.

Per the terms of my employment or institutional affiliation, I understand that I am bound by ACU’s Intellectual Property Policy, and any subsequent revisions, including the agreements outlined below:

I understand that ACU will retain title to all intellectual property that involves substantial use of ACU resources. I hereby assign all rights to ACU for any such property. I agree not to transfer such rights or disclose any protected information to any individual outside of ACU unless permitted to do so by ACU officials.

I understand that I am permitted to make nominal use of ACU resources and still retain right to my person intellectual property, as defined in the Intellectual Property Policy. However, any use of resources above “nominal” will be considered “substantial” and thus ACU property.

I understand that if I am asked to complete a project in a “work for hire” status, ACU shall obtain the entire right, title, and interest in and to any work or intellectual property.

Students: I understand that any work created by me as part of 1) an employment relationship that involves the creation of intellectual property and/or 2) assisting in a project managed by faculty or staff of ACU falls under the ACU Intellectual Property Policy. In such cases, ACU will retain title to all intellectual property. Any works created in fulfillment of my academic requirements belong to me. However, by enrolling in the institution, I give ACU a nonexclusive royalty-free license to mark, modify or retain my work as required by the institutional process.

I understand that where ACU has an equity position in an intellectual property, the creator and ACU will share equally in any income received by or on behalf of ACU from royalties, front-end payments, or incentives, after any expenses incurred by or on behalf of ACU to protect, market, or develop the intellectual property have been repaid to ACU.

APPENDIX S-1

I agree that I will submit an intellectual property disclosure immediately upon determining that I have intellectual property that falls under this policy. This disclosure is to determine if ACU may have a proprietary interest. When an interest is determined, I agree that I will participate and comply fully with ACU in pursuit of any patents, licenses, etc.

I understand that the terms of this agreement continue beyond my tenure/employment with ACU and that I am legally bound by this agreement.

Employee/Affiliate Signature

Date

Employee/Affiliate Name (printed)

Role/Title

Supervisor Signature

Date

Supervisor Name (printed)

Role/Title