

**APPENDIX A**

**Stevens Institute of Technology**

**Copyright Agreement**

I am associated with the Stevens Institute of Technology as a faculty member, staff member, or other employee.

This agreement is made by me with the Trustees of the Stevens Institute of Technology (hereinafter referred to as "Stevens") in consideration of my association with or employment by Stevens, of compensation to be paid to me during any period of my employment by Stevens, or my utilization of research facilities or services of Stevens, including any computer equipment or computer services of Stevens that I utilize and of any net royalties to be distributed to me for copyrighted works created by me and owned by Stevens pursuant to this agreement and the Copyright Policy of Stevens.

It is hereby agreed between the parties that:

1. I will do all things necessary to enable Stevens to perform its obligations to research-sponsoring organizations or other third parties with respect to copyrightable works, as such obligations have been undertaken by Stevens.
2. Subject to Stevens obligations to third parties, Stevens shall be the owner and, for copyright purposes, be deemed the author of any computer program, part of a computer program, or documentation for a computer program that I prepare within the scope of my employment by Stevens or within the scope of my association with Stevens using computer equipment, computer services or other facilities or services, except for computer programs, parts thereof, and documentation created in the course of permissible consulting carried out without the use of any computer equipment, computer service, or other facility or service of Stevens or as illustrative examples in scholarly, educational or literary writings.
3. Subject to Stevens obligations to third parties, Stevens shall be the owner of any computer program, part of a computer program, or documentation for a computer program that I prepare using computer equipment, computer services, or other facilities or services even if preparation of the program, part thereof, or documentation is not within the scope of my employment or association with Stevens except for those programs which are illustrative examples in scholarly, educational or literary writings.
4. Subject to Stevens obligation to third parties, Stevens shall be the owner and, for copyright purposes, be deemed the author of any administrative literature which I prepare for Stevens.
5. Subject to Stevens obligations to third parties, Stevens shall be the owner and, for copyright purposes, be deemed the author of any audiovisual recording of any course sponsored by Stevens which I teach in whole or in part.
6. I shall be the owner and, for copyright purposes, be deemed the author of any course materials which I personally prepare for any course given by Stevens, my ownership and authorship being subject to: (a) sections 1 through 5 above of this copyright agreement, (b) a shop right of Stevens in such course materials, and (c) any special arrangement between Stevens and me concerning such materials.
7. I have read and agree to abide by the Copyright Policy statement of Stevens dated May 24, 1984. The Copyright Policy statement of Stevens is hereby incorporated by reference in this Copyright Agreement for the purposes of interpreting the terms and provisions of this Agreement.



- 8. I shall execute any documents and do all things necessary, at Stevens expense, to assign to Stevens its rights and interest in any copyrightable work as provided in sections 1 through 7 above at no additional compensation.
- 9. I agree to mark each copyrightable work I create to which Stevens is entitled to ownership pursuant to this copyright agreement with the notice: "Copyright © The Stevens Institute of Technology, [year of publication], all rights reserved."
- 10. I agree not to make any consulting or other agreement with a third party which is inconsistent with this copy right agreement.

This Copyright Agreement has been executed in duplicate by me and shall go into force when accepted on behalf of Stevens.

This Copyright Agreement supersedes all prior copyright agreement with Stevens, except the agreement identified below, if any:

\_\_\_\_\_  
 \_\_\_\_\_

by: \_\_\_\_\_  
**Employee**                      **Date**

\_\_\_\_\_  
 (print name)

by: \_\_\_\_\_  
**Witness**    **Date**

\_\_\_\_\_  
 (print name)

**Accepted on behalf of Stevens:**

by: \_\_\_\_\_  
**Date**

\_\_\_\_\_  
 (print name)