Agreement for Production of Materials at THE Studio

THE Studio, in conjunction with Educational Technology & Media and the Center for Scholarship & Faculty Development, is committed to providing faculty with support, access and consultation in developing, producing and assessing high-quality learning resources in the realm of illustration, Web enhanced documentation, audio recordings, video recordings and digital recordings.

The spirit of Seattle Pacific University is in the diffusion of knowledge for our community and beyond. Work created in conjunction with THE Studio is done from the perspective of its existence as a public and Christian good. By acknowledging this agreement, you state the following:

1) All materials and resources brought to THE Studio for inclusion in the item development are free of copyright or patent, or a member of the development team holds and has evidence of the proper patent/copyright.

2) In consultation with THE Studio, the Director or Instructional Designer and I/we will outline a process for completing the developed material. This will include a timetable for completion, estimating the number of hours of work at THE Studio. The Director or Instructional Designer at the head of the project will communicate with the lead faculty member if the project comes close to going over the allotment of hours, and together discuss a plan of action. Any overages of 30% more than the original estimation will be charged at the going rate for production use of THE Studio, which for the 2015-2016 school year is $35/hr.

3) If the lead faculty feels an overage has come through negligence, the Director of the Center for Scholarship & Faculty Development will serve as an arbitrator and decide how the project should commence.

4) Per the SPU Faculty Handbook, when a project is completed it is both the intellectual property of the faculty as well as a material for hire contracted by the University. As the mission of THE Studio is to support the diffusion of knowledge to the SPU community and beyond, both the faculty and SPU will have the right to use, distribute and promote the material in open access or no-cost spaces and platforms. Use of the material will be accompanied with a copyright noting both SPU and the faculty member, starting with the year of creation and ending with the current calendar year. SPU will not release its share of the copyright for materials to be used in a closed or pay-walled space without agreements as noted below.

5) If both the faculty and SPU believe there is an opportunity for financial profit from the material, they will seek written validity of that belief. If it is true, they will work together to devise a breakdown of ownership rights and then approach Faculty Affairs Committee to validate the agreement.
6) If either the faculty member or SPU believe there is an opportunity for financial profit and the other party disagrees, the seeking party shall approach Faculty Affairs Committee in writing with evidence of the potential for financial gain as well as a potential breakdown of ownership between the faculty and SPU. Faculty Affairs will decide a) if there is cause to seek full copyright and b) determine the ownership breakdown.

DEVELOPER INFORMATION

Lead Creator:
Other Creators:
Phone/Email/Etc:

Proposal/Project Working Title:
Type of Project: (Illustration, Web Development, Audio, Video, Digital)
Brief Overview of Project (including description of what the finished product will look like):
Is this project funded by an external grant? If so, what is the $ allotment for production & development?
Resources for Project Completion (described or attached):

TO BE COMPLETED WITH THE STUDIO

Lead Developer:
Brief Plan of Action to Complete Project:
Estimated Time to Complete (including breakdown of hours):
Signatures of Lead Creator/Lead Developer
Director Approval: