

*St. Petersburg College*

**COPYRIGHT/PATENT ROYALTY AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_, hereinafter referred to as the “Employee,” and The Board of Trustees of St. Petersburg College, Florida, hereinafter referred to as the “College.” The parties, in accordance with BOT Rule 6Hx23-1.35, have entered into this Agreement regarding the ownership, disposition, and distribution of royalty income derived from the following work product:

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

(attach extra sheet, if necessary)

In consideration of the mutual promises set forth below, it is agreed and understood as follows:

1. The above work product may result in copy/right patent royalties.
2. The work product described above is the result of \_\_\_\_\_ (individual effort) (college-assisted individual effort) (institution-initiated and supported effort) (sponsor-supported effort).
3. The copyright/patent royalties derived from the above-referenced subject matter are the (sole) (joint) property of the (College) (Employee) and shall be distributed as follows:
  - a. College \_\_\_\_\_%
  - b. Employee \_\_\_\_\_%
4. The College shall receive its share of royalty funds within ten (10) days of receipt of said funds by the Employee.
5. The Employee shall execute all documents necessary to assign to the College its share of the royalty proceeds arising from the aforestated work product.

6. Should legal action be necessary to enforce any term of this Agreement, the prevailing party shall be entitled to recover costs of the action to include attorneys fees and costs of collection, execution, or enforcement.
7. This Agreement shall continue in full force and effect during the term of the original copyright/patent or any extension or renewal thereof.
8. This Agreement shall inure to the heirs, assigns, and legal representatives of the parties hereto and shall regulate all known and contingent copyright/patent royalties deriving from the above-referenced work product.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Witnesses as to Employee:

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

\_\_\_\_\_  
Employee's signature

Witnesses as to College:

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

\_\_\_\_\_  
President's signature

St. Petersburg College is dedicated to the concept of equal opportunity. The college will not discriminate on the basis of race, color, religion, sex, age, national origin, marital status, or against any qualified individual with disabilities, in its employment practices or in the admission and treatment of students. Recognizing that sexual harassment constitutes discrimination on the basis of sex and violates this rule, the college will not tolerate such conduct. Should you experience such behavior, please contact the director of EA/EO at 727-341-3261; by mail at PO Box 13489, St. Petersburg, FL 33733-3489; or by e-mail at [ea\\_eo\\_director@spcollege.edu](mailto:ea_eo_director@spcollege.edu).