



**COMMUNITY
FOUNDATION**
of Northern Nevada

COMMUNITY FOUNDATION OF NORTHERN NEVADA INTELLECTUAL PROPERTY POLICY

I. Purpose

Per this policy, it is the position of the Community Foundation of Northern Nevada (“Community Foundation”) that Work Made for Hire Agreements and Publicity Consent and Photo Releases be signed as deemed necessary and/or required for establishing intellectual property ownership on behalf of the Community Foundation.

II. Work Made for Hire

Contractor and the Community Foundation agree and acknowledge that all copyrightable works and any trademarks created by Contractor during the terms of this agreement shall be deemed to be works made for hire under the United States copyright laws (17 U.S.C. § 101)(A Works Made for Hire) and, by virtue of this Agreement, are the sole property of the Community Foundation, free and clear from all claims of any nature relating to Contractor’s contributions and other efforts including the right to copyright the work and trademark the name of The Community Foundation as author and proprietor thereof and any termination rights thereto.

III. Independent Contractor Invention Disclosure

Independent Contractor agrees to disclose to the Community Foundation promptly and fully all ideas, inventions, discoveries, developments, or improvements that may be conceived by him or her and all intellectual material (as defined below) that may be created or developed by him or her (whether such inventions or intellectual material are developed solely by him or her or jointly with the Community Foundation) during his/her engagement by the Community Foundation or during a period of one (1) year after the termination of his/her engagement with the Community Foundation which either (a) are connected with or related to the actual or contemplated business, work, research, or undertakings of the Community Foundation or (b) results from any task, project, or work that he/she may do for, in connection with, or on behalf of the Community Foundation.

Independent Contractor agrees that such inventions and intellectual material shall become the sole and exclusive property of the Community Foundation and Independent Contractor hereby assigns to the Community Foundation all of his/her rights to any such inventions and intellectual material.

As used herein, intellectual material shall include, but shall not be limited to: ideas, titles, themes, production ideas, methods of presentation, artistic renderings, sketches, plots, music, lyrics, dialogue, phrases, slogans, catch words, characters, names and similar literary, dramatic, and musical material, trade names, trademarks and service marks, and all copyrightable expressions in audio visual works, computer software, electronic circuitry, and all mask works for integrated circuits.

With respect to inventions and intellectual material, Independent Contractor shall during the period of his/her engagement hereunder and at any time and from time to time hereafter, (a) execute all documents requested by the Community Foundation for vesting in the Community Foundation the entire right, title, and interest in and to the same, (b) execute all documents requested by the Community Foundation for filing and prosecuting such applications for patents, trademarks, and/or copyrights as the Community Foundation, in its sole discretion, may desire to prosecute, and (c) give the Community Foundation all assistance it reasonably requires, including the giving of testimony in any suit, action, or proceeding, in order to obtain, maintain, and protect the Community Foundation's right therein and thereto.

If any such assistance is required following the termination of Independent Contractor's engagement with the Community Foundation, the Community Foundation shall reimburse the Independent Contractor for time and the reasonable expenses incurred by him/her in rendering such assistance. Anything contained in this paragraph to the contrary notwithstanding, this paragraph does not apply to an invention or intellectual material for which no equipment, supplies, facilities, or trade secret information of the Community Foundation was used and which was developed entirely on the Independent Contractor's own time, unless the invention or intellectual material relates (a) to the business of the Community Foundation, (b) to the Community Foundation's actual or demonstrably anticipated research or development, or (c) the invention or intellectual material results from work performed by the Independent Contractor for the Community Foundation.

IV. Employee Invention Disclosure

Employee agrees to disclose to the Community Foundation promptly and fully all ideas, inventions, discoveries, developments, or improvements that may be conceived by him or her and all intellectual material (as defined below) that may be created or developed by him or her (whether such inventions or intellectual material are developed solely by him or her or jointly with others) either during his/her employment by the Community Foundation or during a period of one (1) year after the termination of his/her employment with the Community Foundation which either (a) in any way is connected with or related to the actual or contemplated business, work, research, or undertakings of the Community Foundation or (b) results from or is suggested by any task, project, or work that

he/she may do for, in connection with, or on behalf of the Community Foundation.

Employee agrees that such inventions and intellectual material shall become the sole and exclusive property of the Community Foundation and employee hereby assigns to the Community Foundation all of his/her rights to any such inventions and intellectual material.

As used herein, intellectual material shall include, but shall not be limited to: ideas, titles, themes, production ideas, methods of presentation, artistic renderings, sketches, plots, music, lyrics, dialogue, phrases, slogans, catchwords, characters, names and similar literary, dramatic, and musical material, trade names, trademarks and service marks, and all copyrightable expressions in audiovisual works, computer software, electronic circuitry, and all mask works for integrated circuits.

With respect to inventions and intellectual material, employee shall during the period of his/her employment hereunder and at any time and from time to time hereafter, (a) execute all documents requested by the Community Foundation for vesting in the Community Foundation the entire right, title, and interest in and to the same, (b) execute all documents requested by the Community Foundation for filing and prosecuting such applications for patents, trademarks, and/or copyrights as the Community Foundation, in its sole discretion, may desire to prosecute, and (c) give the Community Foundation all assistance it reasonably requires, including the giving of testimony in any suit, action, or proceeding, in order to obtain, maintain, and protect the Community Foundation's right therein and thereto.

If any such assistance is required following the termination of employee's employment with the Community Foundation, the Community Foundation shall reimburse the employee for his/her lost wages or salary and the reasonable expenses incurred by him/her in rendering such assistance. Anything contained in this paragraph to the contrary notwithstanding, this paragraph does not apply to an invention or intellectual material for which no equipment, supplies, facilities, or trade secret information of the Community Foundation was used and which was developed entirely on the employee's own time, unless the invention or intellectual material relates (a) to the business of the Community Foundation, (b) to the Community Foundation's actual or demonstrably anticipated research or development, or (c) the invention or intellectual material results from any work performed by the employee for the Community Foundation.

V. Publicity Consent and Release

The Community Foundation – and its respective board members, officers, employees, agents, successors, and assigns – reserves the right to use and publish names, voices, images, and likenesses and broadcast video and

photographic images and pictures under the required signed agreement to release, indemnify, defend, and hold the Producers and their respective officers, directors, employees, and agents harmless from any and all actions, claims, costs, and expenses, including, without limitation, any claims for defamation, false light, or invasion of privacy, resulting from use of any names, voices, images, and likeness.