



# INVENTED IN UTAH Application

## Inventor Information

Name: \_\_\_\_\_

first middle last

Address: \_\_\_\_\_

street

\_\_\_\_\_

city state zip code

Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Are you a member of an Inventor Team?  Yes \_\_\_\_\_  No, I am a sole inventor.  
name of team

List team members here:

\_\_\_\_\_

## Invention Information

Name / title of invention: \_\_\_\_\_

Apx. date of invention conception: \_\_\_\_\_

mm year

How far along is the invention?  Just a Concept in my head  I have Notes, Drawings, and Diagrams of the invention  
 I have a prototype or a model of the invention  I've already started selling my invention

What industry is your invention associated with? \_\_\_\_\_

How much money have you individually invested to develop your invention, if any (optional)? \_\_\_\_\_

How much time have you individually spent on developing your invention (optional)? \_\_\_\_\_

Has a survey or other marketing research ever been commissioned or otherwise performed for the Invention? Y  N

List the product or service on the market today of which you are aware that is closest to your invention (i.e. competitors):

\_\_\_\_\_

Description of Your Invention:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Invention Information (continued)**

Were you employed when the invention was conceived and/or developed? Y  N

If yes...

Was the invention, or any component of the invention, developed for your employer or within the scope of your employment (past or present)? Y  N

Did you use any of your employer's (past or present) equipment, supplies, facilities or trade secret information in developing the invention? Y  N

Have you organized a corporation, LLC, partnership, or other legal entity in connection with the development, manufacturing, marketing and/or distribution of the Invention? Y  N

If yes, which type of entity? \_\_\_\_\_

What goals do you hope to achieve with your invention?

\_\_\_\_\_

What product development services interest you most (check all that apply)?

- Industrial Design     Prototyping     Manufacturing     Marketing (promotion of my invention)  
 User Design     Electrical Engineering     Mechanical Engineering     Other \_\_\_\_\_

**IP Protection**

Have you ever signed documents with anyone relating to the ownership of the Invention? Y  N

Do you have any reason to believe that the invention is not new and/or unique? Y  N   
If yes, why? \_\_\_\_\_

Have you applied for a patent (including a provisional patent) for this invention? Y  N

Has a patentability search been performed and/or a legal opinion rendered in connection with the invention? Y  N

Have you documented the evolution of the invention (i.e. Inventors Log Book) in connection with the Invention? Y  N

**Demographic Information (optional)**

Age: \_\_\_\_\_ Gender: F  M

What is your level of Education: (check all that apply): High School  College  Graduate School

Are you currently employed: Full Time  Part Time  Unemployed  Student

Where did you hear about Invented in Utah? \_\_\_\_\_

**Attach up to 5 extra pages of business plan, photographs, drawings, plans, notes, prototypes, models, and anything else that will assist you in demonstrating and/or communicating the invention to the judges.**

**Please read and sign the *Terms and Conditions* agreement to complete the application requirements.**

## TERMS AND CONDITIONS

<b>Entrant Eligibility</b>	<p>Entry in the <i>Invented in Utah</i> event is open to all individuals and/or teams who are residents of the State of Utah at the time of submission. Entrants under the age of 18 require permission of a parent or legal guardian. Eligible entries must follow the submission process completely and be received by the submission deadline as given in the <i>Competition Format: Schedule</i> section below.</p> <p>If advanced to the judging rounds, Entrants must be available to present their invention before the judging panels on the dates in the <i>Competition Format: Schedule</i> section below. Advancing Entrants will be notified by email. Once an entry is submitted it is the sole responsibility of Entrant to maintain his/her contact information. <i>Invented in Utah</i> is not responsible for any failure to contact Entrant if their respective contact information is not current. To update contact information, please contact <i>Invented in Utah</i> by email at: <a href="mailto:information@inventedinutah.com">information@inventedinutah.com</a>.</p>
<b>Invention Requirements</b>	<p>A submission must be a new, useful, and original creation of an invention/idea/product/design, which can be feasibly developed, manufactured and distributed with a reasonable amount of time and resources as determined by <i>Invented in Utah</i>. Submissions can be at any stage of development from 'just an idea' to a working prototype. Submissions that violate trade secrets or intellectual property rights will be disqualified. All submissions from a particular Entrant must be unique as solely determined by <i>Invented In Utah</i>. Any submission that, in the sole opinion of <i>Invented In Utah</i> is considered inappropriate or not suitable for publication will be ineligible.</p>
<b>Submission Process</b>	<p>All submissions must include the following:</p> <ul style="list-style-type: none"><li>• The completed Application form.</li><li>• Up to 5 pages of supporting documentation that communicates the essence of your invention.</li><li>• A signed Terms and Conditions agreement (this document).</li></ul> <p>There is no limit on the number of submissions by an individual Entrant, but each must be submitted individually and separately. Submissions must be received and recorded by <i>Invented In Utah</i> by the submission deadline as given in the <i>Competition Format: Schedule</i> section below. There are three methods by which to submit an entry to the event:</p> <p>Email: <a href="mailto:submission@inventedinutah.com">submission@inventedinutah.com</a> Mail: <i>Invented in Utah</i> 300 West 110 South Provo, UT 84601 Fax: 1-801-373-1097</p>
<b>Competition Format</b>	<p>Entrants are selected for advancement to each round and final winners are chosen according to the following process:</p> <p><i>Judging Rounds</i></p> <p><i>Shortlist:</i> All entries will be reviewed and shortlisted to the top 25 most promising as determined at the sole discretion of <i>Invented in Utah</i>.</p> <p><i>Round 1:</i> The shortlisted top 25 entries will be invited to present to a panel of judges who will select the top 10 entries to be advanced to the next round.</p> <p><i>Round 2:</i> These top 10 entries will be invited to present to a new panel of judges who will select the top 3 entries to be advanced to the final judging round.</p> <p><i>Final Round:</i> The top 3 entries will be invited to present at the Utah Valley Entrepreneurs Forum (UVEF) monthly luncheon, where UVEF members will determine final placement by electronic voting.</p> <p>All Entrants invited to these judging rounds do so at their own cost.</p>
<i>Schedule</i>	<p>The competition will be implemented according to the following schedule:</p> <p><i>Submission Deadline:</i> 05 January 2008, 12:00 noon <i>Judging Round 1:</i> 19 January 2008 <i>Judging Round 2:</i> 26 January 2008 <i>Final Judging Round:</i> 14 February 2008</p>
<i>Judging Criteria</i>	<p>It is up Entrant to convince judges that the entry has value based on the following criteria:</p> <ul style="list-style-type: none"><li>• Useful – Does the idea meet or solve a real need?</li><li>• Marketable – Does the idea have mass appeal?</li><li>• Manufacturable – Is the idea realistically producible?</li><li>• Unique and Innovative – Is the idea a solution that is interesting, new and original?</li><li>• Emotive – Emotional appeal - How much do the judges like the idea?</li></ul>
<i>Judges</i>	<p>Each of the judging panels will be composed of four (4) judges. These individuals are recognized locally for their industry and/or academic experience, representing a cross-section of technical disciplines and providing a fair and objective assessment of each entry. The judges donate their time on a voluntary basis. <i>Invented in Utah judges,</i></p>

sponsors, board of directors do not profit in any way from the success of the winners. To uphold Entrant's confidentiality, all judges privy to confidential information are required to sign a confidentiality and non-disclosure agreement.

#### Awards

The *Invented in Utah* event will award in-kind product development services to the top 3 finishers according to the following schedule:

- 1st place: \$5,000 of in-kind services**
- 2nd place: \$3,000 of in-kind services**
- 3rd place: \$2,000 of in-kind services**

Each finisher will receive a certificate of their award within 2 weeks of the final event with instructions on how to redeem their in-kind service awards. In an effort to align each finisher with the services best suited to their needs. *Invented in Utah* will, at its sole discretion, allocate services to the finishers in the amounts prescribed above. All decisions are final and not subject to challenge or appeal. *Invented in Utah* shall accept no liability with regard to any disagreements relating to the procedure for allocating awards. If winner cannot accept awards as stated, award will be forfeited in its entirety and awarded to an alternate winner as determined by *Invented in Utah*. Awards cannot be transferred, substituted, or redeemed for cash, but *Invented in Utah* reserves the right to substitute award, or a portion of award with an award, or portion of award of equal or greater value if such award or portion becomes unavailable.

#### Liability Limitations

By submitting an entry, Entrant warrants and represents that the entry, and the submission thereof to *Invented In Utah*:

1. Does not violate any law, regulation or right of any third party, including but not limited to patent, copyright, trademark, or other intellectual property right,
2. Does not violate any agreement or fiduciary relationship,
3. Is the original owner of the invention/idea/product/design. In the event the invention has been registered with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other agency prior to or during the Inventor's participation in *Invented in Utah* all members of the Inventor Team must mutually agree to submit the Invention to *Invented In Utah*,
4. Is not owned by any other person or company, other than the identified Inventor Team members, and is free and clear of any liens, claims or encumbrances,

In no event will *Invented in Utah* be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages. *Invented in Utah* is not responsible for lost, late, misdirected, incomplete, or non-delivered entries. In the same way, the organizers will not accept legal responsibility in cases where access to the website [www.inventedinutah.com](http://www.inventedinutah.com) or consultation has transpired to be difficult, even impossible for participants. Entrants are expected to, and shall, retain copies of all portions of their entries, and shall not rely on *Invented in Utah* or its judges or sponsors to retain same.

Entrant indemnifies *Invented in Utah*, its sponsors, judges, board of directors, employees and affiliated persons from and against any and all claims, expenses, losses or liabilities (including, without limitation, reasonable attorney's fees and expenses) arising from any breach of the warranties and agrees that in no event shall Entrant assert against the released parties any claim or action based on plagiarism, idea theft, infringement, confidential relationship, implied contract, unfair competition or any other theory arising out of *Invented in Utah's* examination of the material or any other alleged use by *Invented in Utah* of the material.

#### Responsibility of Organizers

*Invented in Utah* reserves the right to cut short, postpone, change or cancel the competition without explanations or fear of incurring legal action against them. If any conflict of interest occurs during any part of the competition, *Invented In Utah* reserves the right to disqualify any entry. *Invented in Utah* may disqualify any Entrant from participating in the Event or winning an award if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the event in any way by cheating, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other participants or *Invented in Utah's* representatives.

#### Intellectual Property Rights

*Invented in Utah* does not seek any ownership interests in any of the ideas submitted to this event. This submission, in no way, gives up ownership of or rights to Entrant's intellectual property. All rights are reserved to Entrant as the exclusive owners of the intellectual property submitted to the competition and their right to exploit this intellectual property. However, it is their sole responsibility to protect their ideas, if need be, by patenting or registering it.

The organizers refuse all responsibility in case of damages resulting from negligence on the part of the participant and concerning the protection of intellectual property. ***Invented in Utah strongly encourages all participants to develop an intellectual property protection strategy and begin the intellectual property protection process as soon as possible.*** Please be advised that in order to protect the right to obtain patent protection in the United States, the inventor must file a patent application within one year of the date of disclosure or commercial use of the invention. To protect such rights in foreign countries a patent application must be filed before any publication or commercial use. Entrants are encouraged to be selective about what they disclose and to seek legal counsel if they have any further questions regarding the legal protection of their ideas.

Entrant may request a Non-Disclosure Agreement (NDA) be signed before submitting the idea. Submit this request

to information@inventedinutah.com. Include the name of Entrant, name of invention, reason for the request, document to be signed, and contact information. The request will be reviewed and the NDA will be signed and returned if *Invented in Utah* deems the request reasonable.

**Rights to Reproduce**

The primary purpose of the event is to encourage and reward innovators for innovation. It is the intent of *Invented in Utah* to promote the inventions that surface from the competition. It is agreed that in the event the submitted invention or idea is selected as one of the shortlisted top 25 entries, *Invented in Utah* shall have the right to use Entrant's name, photograph(s) or other likenesses and a brief description of the submission in publications to the extent it deems appropriate. Notwithstanding this release, no license or any right is granted hereby to *Invented in Utah* to use such inventive idea(s) or inventions commercially or to license or grant any rights to them to any third party.

**Privacy**

All personal information collected by *Invented in Utah* will be used for administration of the Event and for evaluating the submission. Any questions regarding privacy matters should be directed to information@inventedinutah.com or mailed to *Invented in Utah* at 110 South 300 West, Provo, UT 84601

**Miscellaneous**

The Terms and Conditions herein state the entire understanding of the parties with reference to the subject matter hereof. Any modification or waiver of any of the provisions of these Terms and Conditions must be in writing and accepted by both parties. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and the affected provision(s) shall be reformed without further action by the parties hereto only to the extent necessary to make such provision(s) valid and enforceable. Descriptive headings and formatting appear herein for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**Acceptance**

By signing this document, Entrant represents and warrants that:

- He/she has read, understood, voluntarily accepts and agrees to abide by the Terms and Conditions herein.
- All of the information provided on this application is true and accurate to the best of his/her knowledge, and that any false or misleading information submitted herein is grounds for immediate disqualification from the event.
- He/she (or with the Inventor Team) has the exclusive and unconditional right and authority to enter into this Agreement and to make this submission to *Invented in Utah*,
- He/she deems it to be in his/her best interest to accept these Terms and Conditions and acknowledges that he/she is solely responsible for, and has had ample opportunity to, seek legal counsel and other advisors to ensure that his/her rights and obligations are protected and discharged.
- The foregoing information is voluntarily provided in consideration of possible selection as a participant in the *Invented in Utah* event and that *Invented in Utah*, its judges and sponsors are under no obligation to select him/her as a winner or even a participant in the competition.
- He/she acknowledges that the submission will be reviewed under guidelines set at *Invented In Utah's* discretion and that notification will be made if there is interest in the invention. If there is no interest in the invention, *Invented In Utah* is not obligated to offer an explanation.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

(The Terms and Conditions in their electronic form will not be "signed" in the sense of a traditional paper document. To verify acceptance of these Terms and Conditions electronically the signatory must enter his/her name, preceded and followed by the forward slash (/) symbol, e.g. /john doe./)

**Send to:**

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Fax  
801-373-1097

Email  
submission@inventedinutah.com

**Questions?**

Contact Cory Tholl

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Phone  
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