

HUMBOLDT STATE UNIVERSITY
ACADEMIC SENATE

Resolution on Draft HSU Intellectual Property Policy

#05-08/09-FA (Revised) – April 7, 2009

RESOLVED: That the Academic Senate of Humboldt State University recommends to the President the adoption of the attached document, "Intellectual Property Policy" (dated January 28, 2008), amended to remove paragraphs II.A.2.e and I.E.12. (below), as the interim Intellectual Property Policy of the University; and be it further

RESOLVED: That the Academic Senate of Humboldt State University recommends to the President that implementation of this policy supersedes all other currently existing intellectual property policies, including HSU Executive Memorandum P96-1, but shall not affect current contractual obligations and responsibilities of the university or its faculty with regard to intellectual property matters; and be it further

RESOLVED: That the Academic Senate of Humboldt State University recommends to the President that the interim period shall end when the CSU Administration and the California Faculty Association (CFA) successfully negotiate the definition of "extraordinary support" in the Collective Bargaining Agreement (CBA), at which time the policy must return to the Academic Senate for revision and ratification as a permanent policy; and be it further

RESOLVED: That the Academic Senate of Humboldt State University recommends to the President that this interim policy become effective immediately upon approval.

RATIONALE: *An intellectual property policy is required to make explicit the interests, rights, obligations, and responsibilities of both the university and faculty with regard to intellectual property. Paragraph II.A.2.e is redundant, and the definition of "extraordinary resources" must be negotiated directly with CFA. Since we do not know what that negotiated definition will be, it is important that the Senate reconsider and re-vote on the policy when it becomes available.*

Unanimously Passed – April 21, 2009 – Academic Senate
Approved – May 20, 2009 – President Richmond

Electronic Distribution: Division Vice Presidents

Paragraphs to be deleted:

Paragraph I.E.12.

“Extraordinary resources” means, in the case of faculty, that the institution has incurred costs associated with the work other than the provision of academic year salary, office, usual library resources, and office staff, or personal computers unless the intent of providing such resources was specifically to support the development of intellectual property for acquisition by the University. Such intent shall be clearly indicated in appointment documents. In the case of students, “extraordinary resources” means resources that are not available to the majority of Humboldt State students in the course of their programs of study. The Advisory Board for Research and Creative Projects (Section III.A.2) will be responsible for assessing the University’s contribution to a specific intellectual property in cases of disagreement between the inventor/creator and the University concerning this contribution.

Paragraph II.A.2.e.

If the University initiates a creative project, solicits voluntary faculty participation in the project, and provides funding for the project, possibly including compensation/release time for the faculty member, the University will own the intellectual property rights developed through the project unless the University agrees to share ownership. A written document, signed by the faculty member prior to initiation of the project, will be executed to acknowledge the University’s ownership, or sharing arrangement, and the faculty member’s commitment to cooperate with the University, at University expense, to protect and commercialize the intellectual property. Should the parties agree, the University may opt to share with the faculty involved any profits that result from the intellectual property created on the project. Such agreement, and the details of profit-sharing arrangements, shall be recorded in a written document, signed by both parties, which shall supersede this policy to the extent that any provisions conflict.

DRAFT

OFFICE OF THE DEAN

RESEARCH, GRADUATE STUDIES, & INTERNATIONAL PROGRAMS

Humboldt State University
Arcata

INTELLECTUAL PROPERTY POLICY

January 28, 2008

I. GENERAL

- A. Purpose. The University is committed to providing an intellectual environment in which all members of the academic community – whether they are faculty engaged in life-long professional development, students pursuing educational objectives, or staff dedicated to their own career goals – learn to the fullest extent possible. The University also recognizes and values creativity and innovation as part of this learning process. Similarly, the University recognizes the importance of, and wishes to encourage, the transfer of new knowledge, generated in the University, to the private sector for the public good. At the same time, as a publicly funded institution, the University must be a good steward of the public resources provided to it, and must safeguard against the use of public funds for private gain.
- B. Scope. This policy addresses the rights to, interest in, and protection and transfer of intellectual property created by University faculty, staff and students. Issues not directly considered in this policy, including disagreements concerning its application or interpretation, will be addressed and resolved through the Office of Research, Graduate Studies & International Programs consistent with applicable law and collective bargaining agreements. In the event of a conflict between this policy and the collective bargaining agreements, the bargaining agreements shall prevail. Policies affecting the use of the University's names or symbols are not addressed in this document.
- C. Governing Principles. The following principles underlie this policy and should guide its application and interpretation:
 1. Academic Freedom and Preeminence of Scholarly Activities. The missions of teaching and scholarship have preeminence over that of the transfer and commercialization of research results. The University's commitment to its educational mission is primary, and this policy does not diminish the right and

obligation of faculty members to disseminate the results of research and creative activity for scholarly purposes.

2. Equity and Fair Play. This policy sets forth general principles and procedures, and it has not been designed to address every conceivable circumstance. Under principles of fair play, the inventor(s)/creator(s) and the University mutually operate so that no one will unfairly exploit inadvertent errors or omissions in this written policy. If the need for a correction and/or exception to this policy is identified, appropriate recommendations shall be made to the President through the Office of Research, Graduate Studies & International Programs.
 3. Mutual Trust and Goodwill. Throughout all phases of the creation and implementation of this policy, it is assumed that all members of the University community will be guided by a sense of mutual trust and goodwill. In the event of future controversies regarding the rights to intellectual property, the commercialization of particular property, or in the interpretation of this policy, all parties should recognize that mutual trust and goodwill were fundamental tenets in the forging of this policy.
 4. Faculty Governance and Review. University faculty, through the Advisory Board for Research and Creative Projects (see III A.2), shall play a primary role in the establishment and periodic revision of this policy, and in the review and recommendation of resolutions to disputes arising under it. This committee shall have a majority of members who are faculty without administrative appointments.
 5. Transparency. The principle of openness promotes both the disclosure and avoidance of actual and apparent conflicts of interest associated with external commercial activities.
 6. Reasonableness in Licensing. When the University owns intellectual property under this policy, the inventor or creator shall normally play an active role in the entire licensing process, including consultation and/or approval of licensing decisions, particularly where the inventor/creator has no financial interest in the licensee. Otherwise, such participation shall be consistent with conflict of interest regulations or University policy.
- D. Policy Application. This policy takes effect immediately and supercedes all prior intellectual property policies.
- E. Key Terms. For purposes of this policy, the following key terms are defined as follows:

1. "Intellectual property" means inventions, discoveries, innovations, and copyrightable works.
2. "Inventions", "discoveries", or "innovations" include tangible or intangible inventions, whether or not reduced to practice and tangible research products whether or not patentable or copyrightable. Research products include, for example: computer programs, integrated circuit designs, industrial designs, databases, technical drawings, biological materials, and other technical creations.
3. "Copyrightable works" mean original works of authorship fixed in tangible media of expression.
 - a. "Works of authorship" include literary, musical, dramatic, audiovisual, architectural, pictorial, dance choreography, graphic and sculptural works and sound recordings. Computer programs are works of authorship to the extent they are protected by the federal copyright laws.
 - b. "Tangible media of expression" include physical, digital and other formats now known or later developed from which copyrightable works may be stored, reproduced, perceived or otherwise communicated, either directly or with the aid of a machine or device.
4. "Software" means computer instructions (algorithms, source and object codes), data and accompanying documentation.
5. "Net proceeds" means the net amount received in each fiscal year from the transfer or licensing of intellectual property after deduction of all accrued costs reasonably attributable to such intellectual property, including without limitation any reasonable expense of patent prosecution, protection and litigation, and commercialization. Such direct costs typically include: legal filing fees; patent application, issuance and maintenance charges; transfer or licensing costs; and product development costs. All expenditures, special advances and repayment terms shall be identified and detailed in writing at the time they are made. The time of regular Humboldt State University and Sponsored Programs Foundation personnel will be included in the determination of costs attributable to intellectual property protection and commercialization.
6. "Equity interest" refers to beneficial rights (such as royalties) derived from intellectual property owned by another.

7. "Disclosure statement" means a written general description of a creation by the creator used to help assess the nature, extent and likely intellectual property interests in and development potential of the creation.
8. "Faculty" means members of Collective Bargaining Unit 3, as well as visiting professors, volunteer professors, and other individuals who may temporarily carry out research and creative activities at Humboldt State in a capacity other than that of staff or student.
9. "Staff" means all non-faculty employees of the University and the Foundation.
10. "Student" means any individual enrolled in any capacity at the University, or working in a student capacity under the auspices of the University/Foundation even if not enrolled at the time.
11. "Sponsor" means any external individual or entity, whether public or private, that enters into a formal agreement with the University or Foundation, whereby the Sponsor provides support for a project to be carried out by University faculty, staff and/or students.
12. "Extraordinary resources" means, in the case of faculty, that the institution has incurred costs associated with the work other than the provision of academic year salary, office, usual library resources, and office staff, or personal computers unless the intent of providing such resources was specifically to support the development of intellectual property for acquisition by the University. Such intent shall be clearly indicated in appointment documents. In the case of students, "extraordinary resources" means resources that are not available to the majority of Humboldt State students in the course of their programs of study. The Advisory Board for Research and Creative Projects (Section III.A.2) will be responsible for assessing the University's contribution to a specific intellectual property in cases of disagreement between the inventor/creator and the University concerning this contribution.

II. OWNERSHIP AND OTHER INTEREST

A. Copyright.

1. Framework. This section deals with the ownership of copyrightable intellectual property created by faculty, staff and students (detailed in separate sections). Faculty creations are governed by section II. A. 2; staff creations are governed by

section II. A. 3; and student creations are governed by section II. A. 4.

2. Faculty Creations.

- a. Faculty own the copyright resulting from scholarly and creative publications they develop. The University's equity interest is determined by the circumstances listed below.
- b. If the University provides extraordinary resources toward the creation of copyrightable property, the faculty will own the copyright but the University will be entitled to an equity interest in the profits derived from the commercialization of the intellectual property, according to the provisions in section II.D.
- c. In the case of a patent, the title to an invention shall be assigned to the university. The university will share royalties from inventions assigned to the university with the inventor.
- d. In distance education courses the faculty owns the copyright but the university will receive a royalty free license to use the material.
- e. If the University initiates a creative project, solicits voluntary faculty participation in the project, and provides funding for the project, possibly including compensation/release time for the faculty member, the University will own the intellectual property rights developed through the project unless the University agrees to share ownership. A written document, signed by the faculty member prior to initiation of the project, will be executed to acknowledge the University's ownership, or sharing arrangement, and the faculty member's commitment to cooperate with the University, at University expense, to protect and commercialize the intellectual property. Should the parties agree, the University may opt to share with the faculty involved any profits that result from the intellectual property created on the project. Such agreement, and the details of profit-sharing arrangements, shall be recorded in a written document, signed by both parties, which shall supersede this policy to the extent that any provisions conflict.
- f. If the University/Sponsored Programs Foundation and an outside sponsor enter into an agreement to carry out research or other creative activity involving faculty, the

faculty who participate in the project shall comply with the conditions of the agreement regarding ownership, protection and licensing of intellectual property developed under the agreement, and may be required to agree in writing that they will so comply. Copyright terms of such agreements, even when they deviate from the provisions of this policy, will be negotiated with the sponsor by the Dean of Research, Graduate Studies & International Programs, with the consent of the faculty involved and the appropriate College Dean(s).

3. Staff Creations.

- a. The University owns the copyright to works created by University staff in the course and scope of their employment.
- b. Staff persons own the copyright to all works created by them without the use of University resources and developed outside the course and scope of their employment, and the University has no equity interest in any proceeds derived from them. Staff persons are advised to notify the Dean of Research, Graduate Studies & International Programs about their external activities if they have concerns that the University might claim ownership interests in any intellectual property resulting from those activities.
- c. The University or Sponsored Programs Foundation (SPF) may employ or engage individuals under specific contractual terms that allocate copyright ownership rights between the parties in a different manner than specified above. Such agreement(s) shall supersede this policy to the extent that any provisions are in conflict.
- d. There may be occasions when University staff also serve as faculty for the University. Under these circumstances, written agreements should be entered into in advance of undertaking any research or creative activity to clarify whether the individual is or is not acting in their staff or faculty capacity in carrying out the activity. Unresolved questions on ownership may be directed to the Advisory Board for Research and Creative Projects and a recommendation regarding ownership rights will be made to the President. Such agreement(s) shall supersede this policy to the extent that any provisions are in conflict.

4. Student Creations.

- a. Students will normally own the copyright to the scholarly and creative publications they develop, including works fulfilling course requirements (term papers and projects), Senior Projects, and Masters Theses/Projects. Nonetheless, by enrolling at the University, the student grants the University a nonexclusive, royalty-free license to modify, publicize and retain the work as may be agreed upon by the faculty, department, or the University.
- b. When the student is employed by the University and the creation falls within the scope of that employment or the University incurs costs associated with the work, either the University or the faculty member (when the student is hired specifically to work on a faculty project) owns the copyright.
- c. If the student works on a sponsored project or a special intellectual property agreement and the creation falls within the scope of that work, then the student is bound by the written agreements governing the allocation of copyright ownership.

B. Patents.

1. Framework. This section deals with the ownership of patentable intellectual property created by faculty, staff, and students (in separate sections). Faculty inventions are governed by section II.B. 2.; staff inventions are governed by section II.B. 3; and student inventions are governed by section II.B. 4. A potentially patentable invention conceived or first reduced to practice in whole or in part by members of the faculty, staff and student employees of the University in the course of their University responsibilities or with extraordinary use of University resources shall be disclosed on a timely basis to the university. Title to such inventions shall be assigned to the University, regardless of the source of funding. The University shall share royalties from inventions assigned to the University with the inventor(s). If the University cannot or decides not to proceed in a timely manner to patent and/or licence an invention, it will reassign ownership to the inventors upon request to the extent possible under the terms of any agreements that supported or related to the work.

2. Faculty Inventions.

- a. Patents will be assigned to the university regardless of the source of funding when there is extraordinary use of university resources.
- b. Faculty own the intellectual property resulting from their scholarly activity. The University's equity interest is determined by the circumstances listed below.
- c. If the University provides extraordinary resources to the creation of intellectual property, then the faculty will own the intellectual property rights, but the University will be entitled to an equity interest in the profits derived from the commercialization of the intellectual property, according to the provisions in section II.D.
- d. If the University initiates a creative project, solicits voluntary faculty participation in the project, and provides funding for the project, including compensation/release time for the faculty member, the University will own the intellectual property rights developed through the project unless the University agrees to share ownership. A written document created through the Office of Research, Graduate Studies & International Programs signed by the faculty member prior to initiation of the project, will be executed to acknowledge the University's ownership, or sharing arrangement, and the faculty member's commitment to cooperate with the University, at University expense, to protect and commercialize the intellectual property. Should the parties agree, the University may opt to share with the faculty involved any profits that result from the intellectual property created on the project. Such agreement, and the details of profit-sharing arrangements, shall be recorded in a written document, signed by both parties, which shall supersede this policy to the extent that any provisions are in conflict.
- e. If the University/Foundation and an outside sponsor enter into an agreement to carry out research or other creative activities involving faculty, the faculty who participate in the project shall comply with the conditions of the agreement pertaining to the ownership, protection and licensing of intellectual property developed, and may be required to agree in writing that they will so comply. The intellectual property terms of such agreements, even when they deviate from the provisions of this policy, will be negotiated with the sponsor by the Dean of Research,

Graduate Studies & International Programs, with the consent of the faculty involved and the appropriate College Dean(s). Such agreement(s) shall supersede this policy to the extent that any provisions are in conflict.

3. Staff Inventions.

- a. The University shall own all intellectual property rights in works created by University staff in the course and scope of their employment.
- b. The University has no equity interest in any proceeds derived from intellectual property that is created by staff without the use of University resources and that is developed outside the course and scope of employment. Staff persons are advised to notify the Dean of Research, Graduate Studies & International Programs about their external activities if they have concerns that the University might claim ownership interests in any intellectual property that results from those activities.
- c. The University or Foundation may employ or engage individuals under specific contractual terms that allocate intellectual property rights between the parties in a different manner than specified above.
- d. There may be occasions when University staff also serve as faculty for the University. Under these circumstances, written agreements should be entered into in advance of undertaking any research or creative activity to clarify whether the individual is acting in their staff or faculty capacity in carrying out the activity. Unresolved questions on ownership may be directed to the Advisory Board for Research and Creative Projects and a recommendation regarding ownership rights will be made to the President. Such agreement(s) shall supersede this policy to the extent that any provisions conflict.

4. Student Inventions.

Students enrolled at the University may create valuable intellectual property while fulfilling course requirements, in conjunction with University employment, and/or through the use of University resources. The ownership interests in such intellectual property depend on the particular circumstances surrounding the creation. In particular, students must be careful to differentiate their own creative contributions from those of their faculty instructors and mentors. The following parameters apply:

- a. Patents will be assigned to the university regardless of the source of funding when there is extraordinary use of university resources.
- b. The student is not paid for the work that results in the creation and does not receive more than extraordinary University resources in support of the work. In these circumstances, the student owns the intellectual property interests in the creation. This is true even if the intellectual property is created to fulfill course requirements or other academic requirements. Nonetheless, by enrolling at the University, the student grants the University a nonexclusive, royalty-free license to modify, publicize and retain the work as may be required by the faculty, department or the University. The University's equity interest in any ownership profits, is determined by the circumstances covered below.
- c. The student is employed by the University/Foundation and the creation falls within the scope of employment. In these circumstances, either the University or the supervising faculty owns the intellectual property, according to the same standards that apply to staff creations under sections II.B.3, or faculty creations under Section II.B.2.
- d. The student receives extraordinary University resources that further the creation or development of the intellectual property. In these circumstances, the student owns the intellectual property, but the University retains an equity interest.
- e. If the student works on a sponsored project or under a special intellectual property agreement and the creation falls within the scope of that work, then the student is bound by the written agreements governing the allocation of intellectual property rights.
- f. The student is employed by an outside entity (not the University or Foundation) and the creation falls within the scope of that employment. Under these circumstances, the student normally will be bound by a contract with the outside entity, including provisions intended to protect and allocate intellectual property rights, and the University will have no rights to the intellectual property developed. University resources may not be used unless a prior special intellectual property agreement is in place (see d. above).

C. Software.

1. The proprietary protection available for software is unique in that both copyright and patent are available. Copyright protection may cover the expression of the software ideas in a tangible medium, while patent protection may cover algorithmic inventions. Due to this dual approach, software should first be considered under the patent provisions of this policy at II. B., and is therefore subject to disclosure of any underlying algorithms that appear to have commercial value. After consideration of patent protection for valuable software algorithms, copyright, (see II.A), should be considered as additional or alternative protection.
2. In accordance with section I.C.1, and absent a specific agreement to the contrary, the University favors the copyright and publication of source code as well as its underlying object code. (This is in contrast with the common commercial practice that utilizes trade secrecy for source code in order to prevent the dissemination and discussion of any innovative ideas it reveals.) As with the underlying algorithms that, if patented, must be published so that they may be studied and discussed by other researchers, the University believes that source code should be published in a form that is amenable to research and will promote scientific progress. The object code is similarly subject to copyright.

D. University Equity Interests. If the University provides extraordinary resources to the creation of intellectual properties, it enjoys an equity interest in the net proceeds derived from those properties. The University's equity interest is determined by the extent of use and the value of these extraordinary resources. The amount of the University's equity interest in a particular intellectual property will be agreed upon before pursuing protection/commercialization. In no case will the University's share be greater than 50%. (The distribution of any monies garnered is detailed in Section IV B). The University/Foundation is entitled to recoup expenditures from gross proceeds derived from those intellectual property interests that are successfully commercialized. The amount that an individual creator/inventor must render to the University, in recognition of its equity interests, is determined as follows:

1. When the amount of net proceeds received from an intellectual property subject to University equity interest is equal to or less than \$25,000 in a fiscal year, then the University is not entitled to any portion of the net income derived from that intellectual property.

2. When the amount of net proceeds received from an intellectual property subject to University equity interest is greater than \$25,000 in a fiscal year, the net proceeds in excess of \$25,000 will be allocated as described in Section IV B or based on the previously determined equity interest agreement.

III. ADMINISTRATIVE PROCEDURES

A. The University.

1. University Administration. The University President is responsible for policy matters relating to intellectual property and affecting the University's relations with inventors and creators, public agencies, private research sponsors, industry, and the public. The Office of the Provost, through the Dean of Research, Graduate Studies & International Programs, and in coordination with the Sponsored Programs Foundation, shall implement and administer this policy, including negotiation of intellectual property terms in agreements with sponsors, evaluation of patentability or other forms of intellectual property protection, filing for patents, negotiation of use rights, and the pursuit of infringement actions.
2. Advisory Board for Research and Creative Projects. The University President shall confirm, through an appointment by the Academic Senate, an Advisory Board for Research and Creative Projects. The Board shall be composed of nine members, 4 of whom shall be members of the teaching faculty, without administrative appointments, and nominated by the Academic Senate. These 4 appointees shall be experienced in research and creative activity and represent each college. The other five members shall include the Director of the Sponsored Programs Foundation, the Faculty Development Coordinator, the V.P. for Administrative Affairs (or designee), the Vice Provost for Academic Programs and Undergraduate Studies, and the Dean of Research, Graduate Studies & International Programs who shall chair the Committee. Faculty appointees shall serve two-year terms. The Board shall review and monitor University activities on matters relating to the administration of this policy. The Board shall be consulted in advance concerning any material changes to the policy and shall participate fully in the future development of the policy. The Board shall make recommendations for the allocation of the University's net proceeds from intellectual property.

When necessary, the Board shall review invention disclosures and other information to evaluate the University's contribution to the

development of particular intellectual properties. In many cases the inventor/creator will reach an agreement with the University concerning ownership rights and equity interest without the need for review by the Board. In making its assessment, the Board will rely on information provided by both the inventor/creator and the University. Board deliberations will be in closed session to protect proprietary information. Similarly, Board records will be kept confidential and Board members will be bound to maintain confidentiality. The purpose of the review will be to help the parties reach agreement within the framework of this policy.

In the event of any disagreement among interested parties concerning interpretation or application of this policy, the Board will serve as the appellate body advisory to the University President. In cases where the Board is unable to resolve such disagreements to the satisfaction of the interested parties, then it shall submit a written recommendation for resolution of the dispute to the University President for a final administrative decision. The final resolution of any disagreement concerning the application or interpretation of this policy will be governed by applicable law and collective bargaining agreements.

At the beginning of each academic year, the Sponsored Programs Foundation will provide to the Dean of Research, Graduate Studies & International Programs a summary statement of income and expenses from intellectual property in which the University has an interest, if any, and an accounting of income and disbursements of a dedicated fund (see IV-B). The Dean will submit this information to the Advisory Board for Research and Creative Activities, in a written report of all the activities in which that Office has been involved in the preceding year.

3. University Assistance. The protection and commercialization of intellectual property requires close attention to relevant laws. For example, for a patentable invention, one must carefully and properly document all activities involved in developing the invention from conception to reduction to practice. In addition, there are reasons to preserve secrecy for certain time periods so that the invention can be adequately protected. These considerations often run counter to the typical academic approach of quickly sharing knowledge in the form of presentations at professional meetings and publications in scholarly journals.

Even when the University does not own intellectual property under this policy, or enjoy an equity interest in it, the Office of Research,

Graduate Studies & International Programs can provide guidance to faculty and students about the basic process for, and issues regarding, protection of intellectual property. Further, under certain circumstances in which the University holds an equity interest, legal, financial and business assistance may be provided to faculty who wish to protect or commercialize their intellectual property. The University's decision to provide such assistance would be made on a case-by-case basis.

At the very least, inventors/creators should file a disclosure statement (see Section III.C.1) with the Office of Research, Graduate Studies & International Programs. The disclosure serves as an important element in the protection process since it is dated and includes a description of the invention, including when it was conceived and reduced to practice. This Office, as a disinterested party, maintains this disclosure as documentation to support potential patent claims. When the University/Foundation provides legal, financial, business and/or other extraordinary services to support intellectual property interests, they are entitled to recoup expenditures from gross proceeds derived from those intellectual property interests that are successfully commercialized.

4. Inactivity. If a determination has been made that the University owns or has an equity interest under this policy in a particular intellectual property, a decision to pursue protection and commercialization of that property will normally be made within six months of a request by the inventor/creator for such a decision. If the University decides to pursue protection and commercialization it must then act diligently in this regard. If the University fails to act diligently the inventor/creator may request reconsideration of the decision to pursue. Alternatively, if the University determines not to pursue protection/development of the intellectual property, it will renegotiate its ownership and/or equity rights with the creator/inventor.

B. The Sponsored Programs Foundation

The Humboldt State University Sponsored Programs Foundation is a non-profit, public benefit corporation serving as a qualified auxiliary organization in support of the University. The Foundation functions in several roles relating to the perfection, protection, transfer and development of intellectual property held by the faculty, students, staff, or the University. Among these are:

1. Perfection of Rights. The perfection of legal and equity interest in intellectual property generally involves exacting documentation and compliance with statutory and regulatory

procedures. The Foundation typically acts as the contracting agency for externally sponsored research and development projects on behalf of the University and the principal investigator. Sponsored agreements may have specific invention or creation disclosure requirements, and patent/copyright and licensing provisions requiring compliance through the Foundation.

2. Protection. At the request of the Dean of Research, Graduate Studies & International Programs, or in satisfaction of sponsored agreement requirements, the Foundation shall initiate action to further evaluate the need for and practicality of securing appropriate statutory protection over any intellectual property subject to this policy. Results of any such evaluations shall be reported to that Dean and the inventor or creator.
3. Transfer and Development. At the request of the University the Foundation may serve as the transfer and development agent for those with legal and/or equity rights to intellectual property under this policy. Actions to evaluate protection typically also involve the assessment of commercial viability, and may require the Foundation to negotiate among the interested parties appropriate assignment and collateral agreements to settle those interests and obligations, and to assure property protection and development opportunities. In its role as agent, the Foundation will involve both the inventor/creator and the University (through the Dean of Research, Graduate Studies & International Programs) in all negotiations with potential buyers or licensors.
4. Fiscal Agent. The Foundation also serves as the designated fiscal agent of the University in the administration of transactions involving University interests in such intellectual property.

In providing the above services the Foundation shall be entitled to recover its direct costs.

C. The Creator/Inventor.

1. Required Disclosures. This policy addresses circumstances in which the University owns intellectual property created by faculty, staff and students, or enjoys an equity interest in it. When these circumstances exist, the faculty, staff or students who create the intellectual property shall file a disclosure statement with the Dean of Research, Graduate Studies & International Programs. At the appropriate time, that Dean may refer the disclosure to the Advisory Board for Research and

Creative Activities, which will assess rights of all interested parties consistent with other sections of this policy.

2. **Protection and Commercialization.** When the University owns, or enjoys an equity interest in, intellectual property under this policy, and has elected to pursue protection and commercialization of that intellectual property, the inventor/creator is expected to cooperate with the University and Foundation (at the University/ Foundation's expense) in the protection and development of the intellectual property including executing appropriate written instruments to perfect legal and equity rights. It is anticipated that the inventor/creator, if he/she so chooses, will be an active participant in decisions regarding the further development, commercialization and/or licensing the intellectual property

D. **Assignments of Interest.**

1. Any transfers of ownership between those with any interest in specific intellectual property shall be documented through appropriate legal instruments, such as assignment agreements, in a form consistent with applicable law and regulations.

IV. **INCOME ALLOCATIONS**

- A. **General Objectives.** In the transfer of intellectual property and allocation of net proceeds derived from intellectual property, the general objectives are to direct funds toward the inventor(s)/creator(s), assure the transfer and development of these discoveries for the public benefit, and provide for the funding of future creative effort by University faculty, students and staff.
- B. **Intellectual Property Funds.** When the University owns intellectual property or enjoys an equity interest in it, the University's share of net proceeds derived from that intellectual property generally will be allocated among the inventor's college (25%), department(25%), and University division (25%)(Office for Academic Affairs or other University division), and the Sponsored Programs Foundation(25%). These funds are to be used to support research or scholarly activity, technology transfer, and administrative activities and overhead expenses associated with research, development and protection of intellectual property, and technology transfer.

V. **IMPLEMENTATION**

The Dean of Research, Graduate Studies & International Programs, in cooperation with the appropriate Foundation and University officials, shall develop, document, implement and maintain on a current basis, appropriate procedures and

practices to carry out this policy statement including the process for evaluating and determining the allocation of net proceeds derived from intellectual property, subject to Section IV of this policy. The Advisory Board for Research and Creative Projects shall be consulted on any significant proposed practices involving the application or interpretation of this policy.

VI. PERIODIC POLICY REVIEW

The Advisory Board for Research and Creative Projects shall review this policy as needed, and make recommendations for changes as deemed appropriate. All policy changes will be approved by the Academic Senate.

Merry Phillips

From: Rollin Richmond [Rollin.Richmond@humboldt.edu]
Sent: Wednesday, May 20, 2009 2:16 PM
To: Merry Phillips
Cc: Saeed Mortazavi; Mary Greta
Subject: Approval of resolution #05-08/09-FA
Attachments: Resolution05-08-09-FA(Revised)PASSED.doc; ATT00098.htm

Dear Merry: I approve resolution #05-08/09-FA. Best, Rollin

Merry Phillips

From: Merry Phillips [Merry.Phillips@humboldt.edu]
Sent: Friday, May 29, 2009 9:49 AM
To: Burt Nordstrom; Kate Stroup; Lorraine Dillon; Lura Holtkamp; Melanie Miller; Robert Gunsalus; Robert Snyder; Steven Butler
Cc: Chris Hopper; Cynthia Werner; 'Merry Phillips'; 'Mary Greta'
Subject: Senate Resolution on Interim HSU Intellectual Property Policy
Attachments: image001.gif; image003.jpg; image005.jpg; Resolution05-08-09-FA(Revised)Attachment.pdf; Resolution05-08-09-FA(Revised)PASSEDAproved.pdf



HUMBOLDT STATE UNIVERSITY

Academic Senate

MEMORANDUM

May 29, 2009

TO: All Division Vice Presidents
FROM: Academic Senate Office
SUBJECT: Approved Senate Resolution

The attached "Resolution on Draft HSU Intellectual Property Policy" (#05-08/09-FA (Revised)) has been passed by the Academic Senate and approved by President Richmond.

The "interim" policy supersedes all other currently existing intellectual property policies, including HSU Executive Memorandum P96-1. The "interim" policy will be returned to the Senate for revision and ratification as a permanent policy when the CSU Administration and the California Faculty Association have successfully negotiated the definition of "extraordinary support" in the CBA.

Please share this information within your Division, as appropriate.

Merry Phillips, ASC
Academic Senate Office
Humboldt State University
Phone: 707-826-3657 * Fax: 707-826-3651
mbs7001@humboldt.edu