

HUMBOLDT STATE UNIVERSITY

University Senate

Tuesday, April 12, 2016, 3:00-5:00 pm, Goodwin Forum (NHE 102)

1. Announcement of Proxies
2. Approval of and Adoption of Agenda
3. Approval of Minutes from the Meeting of March 29, 2016
4. Reports, Announcements, and Communications of the Chair
5. Reports of Standing Committees, Statewide Senators, and Ex-officio Members (Written Reports)
6. Consent Calendar from the Integrated Curriculum Committee (ICC Instructions for Accessing Nolij)
7. TIME CERTAIN: 3:15-3:30 PM - Open Forum for the Campus Community (Open Forum Procedures)
8. TIME CERTAIN: 3:30-3:45 PM – Update from Morgan King on the University’s Climate Action Plan
9. Approval of the Commencement Lists
10. Discussion Item: Lecturers Receiving Assigned Time for Service to the University
11. Resolution on Course Evaluations by Students (CEbS) Evaluation Period (22-15/16-FAC – April 12, 2016) Second Reading
12. Resolution on Protocol for Conducting In-class Electronic Course Evaluations (23-15/16-FAC – April 12, 2016) Second Reading
13. TIME CERTAIN: 4:00 PM – Seating of Newly Elected Senators and Senate Elections

Election of 2016/2017 Senate Officers

General Faculty Vice President, Senate Vice-Chair and Chair, Faculty Affairs Committee
Faculty Senator, 1 year term

Senate Third Officer and Chair, Academic Policies Committee

Faculty Senator, 1 year term

Co-Chair, University Resources and Planning Committee
Faculty Senator, 2 year term

Chair, Constitutions and Bylaws Committee
Senator, 1 year term

Affirmation of Newly Appointed Members of the Appointment and Elections Committee

Announcement of Appointment of the 2016/17 Senate Parliamentarian

14. Resolution to Amend Appendix J Article IX to Bring it into Agreement with Recent Changes to the General Faculty Voting Membership
(25-15/16-FAC – April 12, 2016) First Reading
15. Resolution to Amend Appendix J to Accommodate Electronic Management and Review of Working Personnel Action Files
(26-15/16-FAC – April 12, 2016) First Reading
16. Resolution on Intellectual Property Policy
(24-15/16-FAC – April 12, 2016) First Reading
Draft Policy

HUMBOLDT STATE UNIVERSITY
University Senate Written Reports – April 12, 2016
Standing Committees, Statewide Senators and Ex-officio Members

Academic Policies Committee:

The Committee met on 4/4/16 at 8am in SBS 405.

Members present: Clint Rebik, Zitlaly Macias, Andrew Stubblefield, Paul Cummings, Michael Goodman

Items Discussed:

1. Resolution on Revisions to Academic Honesty Policy. Will appear as a first reading in the Senate on 4/26/16.
 2. Resolution on Minimum Grade to Receive Credit in Golden Four Courses. Will appear as a first reading in the Senate on 4/26/16. Raises minimum for credit from C- to C in lower division Area A and Area B: Mathematics requirements. Will ensure consistency for all students taking the course starting in Fall 2016.
 3. Resolution on Revisions to Policy on Faculty-Initiated Drop for Non Attendance. Will appear as a first reading in the Senate on 4/26/16. Removes a point of confusion whereby a student who notifies the instructor could insist that their seat be saved, even if no compelling reason is provided for their non-attendance in the first week of class.
 4. The committee also discussed a petition for early registration dates for Community Advocates (i.e. Residence Hall Staff). As per existing policy the APC considers such requests and will provide a written response.
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Appointments and Elections Committee:

There will be a call put out shortly for two newly vacated positions:

- Tenure Line Faculty At-Large Senator. The replacement will be for the remainder of the vacated term starting fall 2016, going until the conclusion of the Spring 2018 semester.
 - ICC/GEAR Committee Chair. The GEAR committee is a satellite committee of the Integrated Curriculum Committee (ICC).
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Faculty Affairs Committee:

Faculty Affairs Committee met on Monday, April 4. We submit Resolution 22-15/16 and Resolution 23-15/16 for second reading. Resolution 23-15/16 on Protocol for Conducting In-

class Electronic Course Evaluations has been modified to remove the suggestion of who could serve as a proctor for the evaluations. This provides flexibility for each department to decide whether proctoring evaluations is part of administrative staff workload. The “best practices of survey research” component has been more clearly specified. No changes were necessary to the Resolution 22-15/16 on Course Evaluations by Students (CEbS), however, college staff have asked that the Senate expedite approval of this resolution so that it is in place for this semester. If the resolution were in place this semester, CEbS would open on Monday 4/25 and end on Sunday 5/8 at 11:59pm. Staff had been planning to open CEbS on Monday, 4/18 and closing it by Friday, 5/6. FAC also recommends expedited approval of Resolution 23-15 so that faculty can use the protocol to conduct in-class evaluations this semester.

We offer for first reading of Resolution 24-15/16 on Intellectual Property Policy. Since the document has been revised and edited extensively, in addition to the fully revised policy included with the resolution, we provide a summary of the major changes to the existing policy (P09-03) in lieu of a document that fully tracks all changes (which would most likely be highly unreadable. Note that current policy 09-03 can be found at the following link:

<http://www2.humboldt.edu/policy/PEMP09-03Intellectual-Property-Policy>

1. Added Table of Contents
2. Under I.B. changed “Office of Research, Graduate Studies & International Programs” to “Advisory Board for Research and Creative Projects’
3. Under I.C.2. changed Office of Research, Graduate Studies & International Programs to “Advisory Board for Research and Creative Projects”
4. Changed all references to the “Dean of Research, Graduate Studies & international Programs” to the “Dean of Research, Economic and Community Development”.
5. Clarified throughout that “Foundation” means Sponsored Programs Foundation.
6. Changed all references to “extraordinary resources” to “extraordinary support” to be consistent with CBA with California Faculty Association.
7. Deleted sections I.E.12. and II.A.2.e. regarding “extraordinary resources” to be consistent with instructions in The 08/09 Senate resolution that established current policy (P09-03).
8. Under Section I.C. “Governing Principles” added principle, “Extraordinary Support” (consistent with CSU-Chico policy), which states, “It will be presumed that extraordinary support has not occurred in the absence of a written agreement between the University and the particular creator(s) that acknowledges the provision of extraordinary support”.
9. Deleted I.E. “Key Terms” section and replaced with CSU-Chico policy’s more expansive “Key Terms” section.
10. Clarified I.E.5. Key Term “Extraordinary Support”; noted that eLearning support or eLearning course transformation grants are not extraordinary support (unless otherwise specified by written agreement).
11. Added I.E.22. “University” to be clear that University means Humboldt State University and associated self-support organizations, such as Extended Education.
12. Added footnote to I.E.23. “work for hire” to explain current intellectual property law on whether regular faculty work is considered to be “work for hire”.
13. Changed II.A. to “General” consistent with CSU-Chico policy.

14. Added section II.A.1. to clarify ownership of faculty, staff and student intellectual property created without University Resources (i.e. in the course of normal faculty work). This section adds a provision that faculty voluntarily may share their intellectual property materials with other instructors or the University, and they have the right to revoke their permission to use those materials at the end of a semester if they do so in writing to their department chair or Dean.
15. Added to section II.B.1.b. that when the University does provide extraordinary support towards a faculty creation and exercises its equity interest in that creation, "A written document, signed by the faculty member and the University, preferably prior to initiation of the project, will be executed to acknowledge the University's license and equity interest and the faculty member's commitment to cooperate with the University. This written agreement must specify the term (length of time) during which the University's interest extends and whether or not its interest extends to only original materials or future (new or revised) materials as well."
16. Added section. II.A.2. "Sponsored Funding" section consistent with CSU-Chico Policy
17. Added section II.A.3. "Written Agreements" section consistent with CSU-Chico Policy. Strengthened language about the necessity establishing written agreements before contracts and awards are accepted, and if that is not possible, as early in the creation process as is possible.
18. Expanded section II.B.1.a. "Faculty Creations" to be more specific about faculty copyright ownership rights.
19. Specified in section II.B.1.b. University's ownership interest in faculty creations when extraordinary support is provided.
20. Eliminated in section II.B.1.c. "In the case of patent, the title to an invention shall be assigned to the University".
21. Eliminated in section II.B.1.d. "In distance education courses the faculty owns the copyright but the University will receive a royalty free license to use the material".
22. Specified in section II.B.1.c. University's ownership rights when University initiates project designed to result in copyrightable intellectual property.
23. Clarified in section II.B.1.d. that some contracts negotiated with an outside sponsor may establish copyright terms that deviate from the policy with the consent of the faculty involved and the appropriate college Dean.
24. Clarified in section II.B.2.b. University equity interest in staff creations when staff utilize University resources outside of the scope of their employment.
25. Clarified in section II.B.3. student ownership rights and University equity rights in student creations; eliminated the vague when "the University incurs costs associated with the work" in section II.B.3.b. and added section II.B.3.c. regarding the provision of extraordinary support.
26. In section II.C.1., changed title to "Patentable Intellectual Property" and provided additional detail in definition for section II.C.
27. Added section II.C.2. "Disclosure," including prior text from deleted "Framework" section, and adding clarification from CSU-Chico policy "Disclosure" section.
28. In section II.C.3.a., eliminated "Patents will be assigned to the university regardless of the sources of funding when there is extraordinary use of University resources"; all detail about university equity interest as the result of provision of extraordinary support is now in Section

II.C.3.b. Clarified in II.C.3.a. when faculty hold exclusive ownership of patent that is the result of normal faculty bargaining unit work (consistent with CSU-Chico policy).

29. In section II.C.3.c. indicated that if University and faculty engage in a University-initiated project that results in patentable intellectual property, a written agreement must be signed by “the faculty involved and the University’s designee” and that if the agreement conflicts with the intellectual property policy, “the parties must explicitly agree to supersede this policy”.

30. In section II.C.3.d regarding faculty participation in University-negotiated contracts with outside sponsors added, “Any agreements about ownership of intellectual property, and the details of profit-sharing arrangements, shall be recorded in a written document, signed by the faculty involved, the outside sponsor and the University’s designee. If the agreement conflicts with portions of this policy, the parties must explicitly agree”.

31. In section II.C.4.b. clarified University’s interest in staff patentable intellectual property created outside of the scope of employment using University or auxiliary resources. Indicated that when staff have questions about University equity interest that they contact their union representatives or human resources staff, instead of the Dean of Research, who might have an interest in facilitating University equity in staff-created intellectual property.

32. In section II.C.5.a provided description of when students own their intellectual property (consistent with CSU-Chico policy). Eliminated “Patents will be assigned to the University regardless of the source of funding when there is extraordinary use of University resources”.

33. In sections II.C.5.b, c., d. and e., clarified the University’s equity interest in student patentable intellectual property created under various conditions of University support.

34. In section II.C.5.f. added provision that students may ask the Advisory Board for Research and Creative Projects to help resolve disputes with the University regarding their intellectual property ownership rights.

35. Edited section II.E. to be more concise but made no substantive changes.

36. Eliminated section V. “Implementation” and included substantive text in section III.A.1. “University Administration”

37. Eliminated section VI. “Periodic Policy Review” and integrated the substance referring to Advisory Board for Research and Creative Projects under section III.A.2. “Advisory Board for Research and Creative Projects”

38. In section III.A.1 made clear the responsibilities of the Dean of Research, Economic and Community Development to negotiate intellectual property rights on behalf of the University and to oversee implementation of the intellectual property policy. Also highlighted that any changes to the policy must be approved by the Academic Senate.

39. In section III.A.2., deleted the prior text regarding the Advisory Board for Research and Creative Projects and combined old text and new text in reconfiguration of the “Advisory Board for Research and Creative Projects,” while retaining the essential duties assigned to the Board in P09-03. The Board now has seven members instead of nine, but keeps the essential requirement that a majority of the Board be comprised of faculty. One faculty from each college shall be appointed to serve three-year terms on the Board and the chair of Faculty Affairs Committee will also serve. The other members are the Vice President for Academic Affairs (Provost) or his/her designee, the Associate Vice President for College of eLearning and Extended Education and the Dean of Office of Research, Economic and Community Development, who will chair the committee. A requirement that the Board meet at least once a

year was added along with a provision that “When a Board member is an interested party in a disagreement related to determining the University’s contribution to the development of particular intellectual properties or about the application of this policy to a specific case, he/she must recuse him/herself from the deliberations and resulting recommendations of the Board.” 40. Clarified in section IV.B. that net proceeds are to be determined after the costs incurred by the Principal Investigator, the University, and/or SPF in establishing the intellectual property claim have been subtracted from the gross proceeds.

Integrated Curriculum Committee:

The ICC continues working on:

- Curriculum Proposals
 - Revisions to the PREP process and WASC Core Competency Assessment.
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Labor Council:

On April 6, 2016, the HSU Labor Council passed the following resolution:

**Resolution in support of the California Faculty Association from the
Humboldt State University Labor Council
April 5th, 2016**

Whereas, we believe that standing in solidarity is in the best interest of all California State University unions; and

Whereas, because a stable, supported workforce and workplace means quality education for California State University students; and

Whereas, we believe all California State University employees deserve a living wage;

Therefore, be it resolved that Humboldt State University Labor Council hereby supports the California Faculty Association in its plans for a system wide strike on April 13-15 and 18-19. We support the California Faculty Association as it presses hard to ensure the professional working conditions and reasonable learning conditions that are essential for quality education.

And be it further resolved that, although other unions representing Humboldt State University employees may not be able to engage in a sympathy strike, we share a collective bond with the California Faculty Association because we are all California State University unions. We bargain with the same employer, share the same worksite, and serve the same students. The combined membership of our unions represents a critical mass of CSU employees.

Therefore, be it finally resolved that we stand together to protect the bargaining process and to support our sisters and brothers in the California Faculty Association.

University Resources and Planning Committee:

The URPC met Friday April 8 to consider and discuss the Cabinet's draft of the 2016-2017 HSU Operating Fund Base Budget Proposal. Based on (i) current revenue and expenditure assumptions (as of 4/7/2016), (ii) mandatory costs, and (iii) base budget savings, \$1.35 million is available to strategically allocate in support of institutional priorities.

The Cabinet proposal provides base budget allocations for tenure track faculty hires, base budget support for additional course sections and personnel in IRP and RISS. Also proposed are personnel support campus sustainability efforts (connected to the HSU Climate Action Plan) and personnel in support of government relations.

The Base Budget Proposal also includes an allocation to the HSU contingency fund which can be used to build the institution's reserve fund. Both contingency and reserve funds serve to cover unexpected costs or revenue reductions during a given fiscal year. The URPC will continue to discuss the Operating Fund Base Budget Proposal at our next meeting on April 22, 2016.

Statewide Senate:

Please see the CSU Undergraduate Outcomes Report and separate (attached) Executive Summary. The Undergraduate Outcomes Report is available via the following link:
https://www2.humboldt.edu/senate/sites/default/files/CSU%20Undergraduate%20Outcomes%20Report_FINAL.pdf

CSU UNDERGRADUATE OUTCOMES REPORT

Graduation Rates, Persistence Rates, and
Analysis of Factors Related to Outcomes

EXECUTIVE SUMMARY

As required by the Budget Act of 2015



APRIL 1, 2016

www.calstate.edu

This report was prepared by the CSU Office of the Chancellor in response to Senate Bill No. 97 (Budget Act of 2015) Chapter 11 SEC. 86 3.1.

CSU Undergraduate Outcomes Report

Executive Summary

The California State University (CSU) is a recognized national leader in educating—and graduating—a broad, high-need, and historically underserved student population. We are proud of our working students, students with family responsibilities, active and retired service members, first-generation college-attending students, and those who speak English as a second language. We are proud to be the gateway to education for many communities that in the past were excluded from the traditional higher education models. Fifty-four percent of our fall 2015 entering freshmen seek to be among the first generation of their family to earn a bachelor degree (33 percent also are among the first generation of their families to attend college).

In that context, the CSU has dedicated itself over the past decades to improving measured outcomes of student success, including graduation rates. We have achieved marked and provable success in these measures. The CSU has done so while maintaining these core principles: 1) educational access must be broad, which means holding admission standards relatively level, and 2) a bachelor's degree must be earned, which means maintaining high academic standards.

The CSU continues to focus on improving measureable success outcomes. The CSU is also working diligently to ensure students gain the soft skills—such as teamwork, collaboration and problem solving—that California's employers demand.

While this report is responsive to data requests—and thus, very number-intensive—these figures should be understood in the context of public higher education's larger mission. If the CSU were only to educate those who are most-prepared and most-capable of a four-year graduation, then we would fail our larger mission. Instead, the CSU strives to empower its students to achieve all that they can in as timely and effective a manner possible.

Over the decades, we have learned a great deal about how best to serve our diverse student population. This report was developed—as required by the State Budget Act of 2015—to address freshman and transfer student graduation outcomes and the factors that may impact these rates. This report includes an analysis of success outcomes by race/ethnicity, gender, socioeconomic status, proficiency at entry, course of study, employment status, transfer units, and part-time or full-time status. This report also presents actionable changes and practices for addressing these barriers.

This report intends to address the following, as stated in Senate Bill 97 No. 97 Chapter 11 SEC. 86 3.1:

No later than April 1, 2016, the Trustees of the California State University shall report to the Director of Finance and, in conformity with Section 9795 of the Government Code, to the Legislature on factors that impact systemwide four-year and six-year graduation rates and systemwide two-year and three-year transfer graduation rates for all students and for low-income and underrepresented student populations in particular. The report shall include, but not be limited to, an analysis of the extent to which course availability, course of study, employment status, transferred in units, and part-time or full-time status impact graduation rates and time to

degree. The report shall also include an analysis of the extent to which particular barriers vary by campus and student population and present actionable changes in university policy and practices for addressing identified barriers.

The CSU 2009 Graduation Initiative aspired to increase six-year graduation rates for first-time full-time freshmen by eight percentage points to 54.0 percent. The fall 2009 first-time full-time freshman cohort surpassed this goal by three percentage points, with a six-year graduation rate of 57.0 percent. Many factors contributed to the gains in both persistence and graduation rates, including improved college readiness, increased and improved student services, and increased course availability. While the graduation rate goal was exceeded, attainment gaps remain.

While not a specified part of the 2009 graduation initiative, graduation rates have increased for students who enter the CSU system as undergraduate transfers in recent years. The two-year graduation rate for undergraduate transfer students for the fall 2011 cohort was 26.7 percent, the three-year graduation rate was 62.4 percent, and the four-year rate was 72.9 percent. The average earned transfer units at entry has also increased, contributing to these improved graduation rates. Similar to freshmen rates, attainment gaps remain.

Graduation rates for first-time freshmen who started in fall 1975 were 10.8 percent graduated in four years or less, and 33.5 percent graduated in six years or less. By the cohort of students who started in fall 1990, the four-year graduation rate had dipped to 6.6 percent and the six-year graduation rate had improved to 37.8 percent. The rates for the 2000 cohort were 13.1 percent graduated in four years or less, and 47.8 percent graduated in six years or less. The most recent graduation rates are the highest they have ever been. Additionally, over the last decade, actual mean time to degree has decreased by half of a year. More freshmen are earning their degrees in five years (or less) rather than six. Similarly, transfer students are earning their degrees in a shorter timeframe.

Advanced statistical analyses revealed that for first-time freshmen, preparation at entry is the strongest indicator of collegiate success outcomes. Preparation is affected by economic advantage and K-12 resources and quality. The CSU through pre-matriculation efforts and supplemental academic support seeks to mediate historic differences in preparation. For transfers, major choice and employment in the first term of enrollment were strong indicators of success outcomes. Through partnerships with community colleges (SB 1440), improved advisement, and flexible scheduling the CSU works to ensure efficient paths to success.

By reviewing the descriptive and analytical findings in this report, as well existing literature on student success, the following actionable changes/foci in campus policies, programs, and practices to further improve persistence and graduation rates merit consideration. These and other efforts by our campuses are making a difference.

The recommendations resulting from this report for actionable changes focus on:

- Preparation
- Sense of belonging/connectedness
- Academic support
- Efforts to mediate the influence of socioeconomic differences
- Efforts to articulate clear pathways to degree and career

- Actively leveraging data
- Efforts to minimize administrative hurdles

The actionable changes reflect opportunities to better inform student paths through advisement, to provide courses and services at critical moments, to establish improved academic and social integration, and to increase engagement in academic discourse with faculty who are experts in their chosen fields. Providing high-quality interaction with faculty and advisors for our students remains a CSU priority. Campuses have seen gains from purposeful efforts in these actionable areas and expect continued improvement in student outcomes in coming years.

The CSU has and will continue to meet its Master Plan role of serving California's educational need, as such we need to remain cognizant of the variation of experience, backgrounds, priorities, expectations, resources, and goals of our students as they pursue higher education.

For freshmen who expect to earn their degrees in four years or less and transfers with similar expectations to graduate in two years or less, we persevere to ensure they have every opportunity to do so. We also recognize that some of our students will explore opportunities across disciplines which may require studies to extend a little longer. We see attainment of all types as critical in the academic and social growth of the student who will in turn add to California and its economy for decades to come.

Our students are California. We meet them where they are when they arrive. We are proud of who they become as part of our ever growing CSU community.



401 Golden Shore, Long Beach, CA 90802-4210
www.calstate.edu

**University Senate
ICC Consent Calendar
4-12-2016**

15-178

Chemistry BS - change requirement that students earn a C- or better in all courses with a CHEM prefix to a requirements that all majors earn a C- or better in all courses required for the CHEM degree.

15-196

PSYC 320: Behavior Analysis

Add PSYC 240 as a possible pre-req - will now offer students a choice of two courses (PSYC 240 or PSYC 242) that can serve as pre-reqs for this course in addition to PSYC 104.

15-197

PSYC 322: Learning and Motivation: Add PSYC 240 as a possible pre-req - in addition to PSYC 104, students will have a choice (PSYC 240(C) or PSYC 242(C)) that can serve as part of the pre-req for this course. PSYC 242(C) is already a pre-req.

15-198

PSYC 323: Sensation & Perception: Add PSYC 240(C) as a possible pre-req - the department will offer students a choice of two courses (PSYC 240(C) or PSYC 242(C)) that can serve as pre-reqs for this course, in addition to PSYC 104.

15-199

PSYC 324: Cognitive Psychology: Add PSYC 240 as a possible pre-req - this allows students in either pathway the ability to enroll. The revised prereq will be: PSYC 104 and (PSYC 240(C) or PSYC 242(C)).

15-231

MC 318: Empirical Research in Mass Communications, change course title to Media Research in order to have a simpler, but equivalent title for the course.

15-236

SW 459: Child Welfare Training Seminar – change the grade mode to CR/NC. The grade mode always should have been CR/NC; Social Work is simply correcting an error.

15-243

CRIM 325: Law and Society: Add "writing intensive course" to the course description. Add a registration restriction for junior standing or higher.

15-244

CRIM 410: Criminological Theory - add CRIM 225 and CRIM 325 as pre-reqs so students will be better prepared for this course.

15-245

CRIM 431 Juvenile Delinquency - Remove cross-listing with SW 431 due to growing enrollments in each course. SW is supportive of this change.

15-252

SOC 310: Sociological Theory - and pre-req of junior standing to ensure that students are prepared for the course

15-253

SOC 382: Intro to Social Research - add junior standing as a pre-req to ensure that students are ready to succeed in the course.

15-254

**University Senate
ICC Consent Calendar
4-12-2016**

SOC 410: Contemporary Sociological Theory - add SOC 310 and junior standing as a pre-req to ensure that students are ready to succeed in the course.

15-255

Soc 472: Graduate School Planning - change pre-req to Sophomore standing or higher. This is one of two courses that are pre-reqs for the capstone class; the other course has a sophomore standing pre-req, so this change makes the courses consistent.

15-256

SOC 482: Internship - add SOC 472 as an "either or" pre-requisite to increase student flexibility

15-257

SOC 492: Senior Thesis - add SOC 472 as an "either/or" prereq to give students greater flexibility in their choice of capstone course preparation

HUMBOLDT STATE UNIVERSITY
University Senate

Resolution on Course Evaluations by Students (CEBs) Evaluation Period

22-15/16-FAC - April 12, 2016 - Second Reading

RESOLVED: The University Senate designates the last two weeks of instruction plus the weekend following (ending at 11:59pm on the Sunday before the Monday of exam week) as the period that on-line course evaluations by students (CEBs) shall be open. This policy applies to semester-long courses during the regular academic semester. For courses that meet for shorter periods than a semester or courses conducted during the summer session, the course evaluation period shall be determined by the appropriate Dean or Associate Vice President.

RATIONALE: Senate Resolution 13-13/14 regarding the on-line administration of teaching evaluations states that the "administration of the on-line teaching evaluations is the responsibility of the dean of each college". The resolution states that "the administration of online teaching evaluations should begin no sooner than the first day of week 14; research suggests that exam week solicitations of evaluations contributes to lower scores". The current close date for the CEBs survey is 11:59pm on Friday of the last week of instruction. In Fall semester, 2015, in order to increase response rates on course evaluations, college office staff opened CEBs Monday, 11/16/15, a full week before Thanksgiving break. The concern of many faculty is that date is far too early for students to be able to evaluate the structure, materials and pedagogy of a semester-long course. College staff responsible for administering CEBs asked Faculty Affairs Committee for guidance regarding standard open/close dates.

Results from a google search of standard on-line course evaluation periods (completed March 15, 2016), show that colleges and universities vary widely regarding the period in which on-line course evaluations remain open (See Appendix A). The last two weeks of instruction are typically very busy for students; to accommodate students who are not able to complete evaluations or forget to fill out evaluations before the last day of classes, we recommend that the course evaluations remain open through the weekend before exam week begins.

Appendix A: Selected examples of on-line course evaluation periods

Note that data for most CSU's were not available because 1) most CSU's have not migrated to fully on-line evaluations (for example, CSU-Chico and CSU-Long Beach remain fully paper-based) and 2) some campuses, like CSU-Stanislaus, publish the on-line evaluation period information each semester and the current semester information was not yet posted.

Boston College: Open two weeks before the end of the final examination period and close the day after the last final exam

CSU-Sacramento: Open Last three weeks of the semester

CSU-San Marcos: Open last two weeks of instruction (excluding exam week)

San Diego State: Open no later than one week prior to the last day of instruction and run through the last day of the semester (when grades are due)

San Francisco State: Open last two weeks of instruction + plus two days (closes at 11:59pm the night before the first day of exams)

Georgia State University: Open last two weeks before classes end until 5 days after grades become available

SMU (Southern Methodist University): Open during a three-week window (last week of classes, exam week, week after exams),

St. Louis University: Open 11 days before final exams begin through final exam week

MIT: Open for a two week period ending at 9:00am on the first day of exam week

UCLA: Open last two weeks of instruction (excluding exam week)

University of South Florida: Open 7 days ending 11:59pm on the last day of instruction.

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HUMBOLDT STATE UNIVERSITY
University Senate

Resolution on Protocol for Conducting In-class Electronic Course Evaluations

23-15/16-FAC - April 12, 2016 - Second Reading

RESOLVED: That the University Senate recommends the following protocol for instructors (Unit 3 employees) to administer in-class electronic course evaluations.

1. Instructors should notify students least one class period in advance that evaluations will be performed in-class on a specified date. As part of the notification, instructors should ask students to bring some kind of portable electronic device (smartphone, laptop, tablet) to class on the designated day.
2. In accordance with Appendix J, section VII.A.2.a (1), instructors must leave the room while the evaluation is being conducted.
3. Best practices in survey research suggest that participation and quality of responses will improve if a proctor is present to conduct the survey. To ensure maximum participation, instructors should arrange for the evaluation to be completed at the beginning of class and should allow ten to fifteen minutes for the evaluation. The instructor should indicate the course name, instructor name and course CRN (for example by writing them on the board) so that students are clear about the correct course evaluation link to access in their HSU email. A designated student or the proctor should notify the instructor when course evaluations have been completed so that the instructor may re-enter the classroom to resume instruction.
4. The instructor should remind students who were not able to complete the evaluation in class on the designated evaluation day that they may complete the evaluation outside of class until the course evaluations period close date.

RATIONALE: Faculty have expressed concern that the response rates on their course evaluations have dropped precipitously since the adoption of electronic-only evaluation processes, which could be affecting the reliability of course evaluation data used in personnel review processes. Prior to the adoption of electronic-only evaluations, response rates for all classes averaged between 70% and 80%. A preliminary Institutional Research and Planning analysis of Fall 2015 response rates indicates that the electronic-only response rate average for all classes is approximately 47% ,and rates among the same course number but different sections of a class can vary widely (for example, BIOL 105 rates range 25 to 58%). The most immediate way for many faculty to increase their course evaluation response rate is to designate class time for students to complete course evaluations.

HUMBOLDT STATE UNIVERSITY
University Senate

**Resolution to Amend *Appendix J Article IX* to bring it into Agreement with Recent Changes to
the General Faculty Voting Membership**

25-15/16-CBC - April 12, 2015 – First Reading

RESOLVED: That the University Senate recommends the following amendments to *Appendix J* of the *Faculty Handbook*; and be it further

RESOLVED: That the General Faculty President forward these amendments to the General Faculty for ratification in accordance with the current amendment process outlined in *Appendix J Article IX*.

Amendments with track changes:

IX. Amendments

A. Amendments to bring Appendix J into conformity with the current CBA need not be voted on by the General Faculty of Humboldt State University. 3.1

B. Amendments ~~to this policy~~ may be proposed either by a majority vote of the University Senate, or by a petition signed by 10 percent of the members of the General Faculty, ~~and presented to the President of the General Faculty for potential recommendation to the President of the University.~~

C. The ~~complete wording of any proposed amendment and notice of a meeting at which the matter is to be discussed shall be mailed by the~~ President of the General Faculty shall notify the General Faculty of the complete wording of any proposed amendment and presented to each member of the General Faculty in residence at least seven days prior to the meeting at which the amendment will be discussed.

D. Proposed amendments shall be ratified by a majority of votes cast in an election of tenured and probationary faculty. ~~Voting by the General Faculty on amendments shall be by secret ballot, with provision for proxy voting by faculty unit employees in residence [excluding non-tenure track faculty unit employees].~~ 2.13 The Senate Appointments and Elections Committee shall administer the election, consistent with the provisions in section 8.0 of the Constitution of the General Faculty ~~in charge of all arrangements.~~

E. Ratified a Amendments ~~shall be to this policy shall be~~ recommended to the University President of the University for approval. ~~by a majority vote of the faculty unit employees in residence, provided that C and D above have been complied with.~~ 2.13

The University President's approval ~~of any amendments so recommended~~ is required prior to implementation of policy changes.

RATIONALE: *The General Faculty approved changes to the General Faculty voting membership in February 2016. Included in these changes were: the removal of the “in residence” clause as a condition for voting on General Faculty matters, and the explicit inclusion of “FERP faculty” and “administrators with retreat rights” in the voting membership of the General Faculty.*

Article IX.D of Appendix J needs to be updated to reflect these changes. In IX.D. the “in-residence” qualifier has been removed and the text re-structured to make this section more consistent with the “voting language” in other General Faculty governing documents. The effect of this change is that all tenured and probationary faculty, whether they are on temporary leave or not, will be eligible to vote on App J changes. All FERP faculty, whether they are teaching during a particular semester or not, will be able to vote on App J changes. And all administrators with retreat rights will be able vote on App J changes since they have been deemed “tenurable” when they were initially hired or had already achieved tenure.

The other sections of this article are being amended to make the amendment process more clear. In IX.B. the General Faculty President does not recommend the amendments to the University President so this clause can be struck. In IX.C. there is no longer a requirement to physically mail the amendments for notification so this language has been modified. In IX.E. the language is altered to make it clear that a ratified amendment goes to the University President for their approval.

HUMBOLDT STATE UNIVERSITY
University Senate

**Resolution to Amend Appendix J to Accommodate Electronic Management and
Review of Working Personnel Action Files**

26-15/16-CBC – April 12, 2015 - First Reading

RESOLVED: That the University Senate recommends the following amendments to *Appendix J* of the *Faculty Handbook*; and be it further

RESOLVED: That the General Faculty President forward these amendments to the General Faculty for ratification in accordance with the amendment process outlined in *Appendix J Article IX*.

Amendments with track changes are outlined below.

V.E.2 Materials shall be ~~in one or more three ring binders with~~ in an online portfolio with 9 tabbed sections. Material in each section shall be in reverse chronological order, most recent material first.

V.E.3 The ~~file custodian WPAF shall be returned to the file custodian~~ as defined in Section V.A. above ~~shall prohibit access to the WPAF, and remain sealed~~ for forty-two (42) days following the date of the President's notification (in the case of tenure or promotion) or the Provost's notification (in the case of retention). 10.4 Any action in processing a dispute formally may be postponed for a period of up to twenty-five (25) days in order that the faculty member may pursue efforts to resolve the dispute informally. 10.5

V.E.3.a Following this period, and in the absence of a grievance, the Index from WPAF Section 1 shall be permanently placed in the Personnel Action File and appropriately updated to reflect any material added to the file during the course of the evaluation cycle (e.g., recommendations and rebuttals). Materials for evaluation submitted by a faculty unit employee and incorporated by reference in the Index, shall be considered part of the Personnel Action File. Such indexed materials (generally materials from WPAF Sections 8 and 9) shall be archived electronically and

a digital copy provided ~~returned~~ to the faculty unit employee upon request ~~(generally materials from WPAF Sections 8 and 9)~~. 15.9

VII.B.2.b.4 Candidates shall submit for evaluation examples of materials which support performance areas.

(a) An index to such materials, which is section 1 of the WPAF, shall be prepared with a duplicate in the Personnel Action File. 15.9

~~(b) These materials shall be retained by the IUPC and not forwarded to higher committees or administrators unless specifically requested.~~

~~(c)~~ Personnel committees or administrators may request an external review of supporting materials. 15.12d

(i) The request shall document the need for an outside review. 15.12d

(ii) The request must be approved by the President, with the concurrence of the candidate. 15.12d

(d) Indexed materials shall be archived electronically at the conclusion of the Performance Review and a digital copy provided ~~returned~~ to the candidate upon request ~~at the conclusion of the Performance Review~~. 15.9

RATIONALE: *The articles under amendment relate primarily to the process for the handling and review of paper Working Personnel Action files (WPAF). WPAFs and all supporting materials are now handled online and access to the materials for any level of review is through an online platform. Since all documents that constitute the WPAF are online, there is no longer a need to: 1) place physical documents into binders; 2) keep a WPAF binder under lock and key; 3) make a special request to view supporting materials in a supplemental binder; or 4) return paper copies or original documents to the faculty unit employee.*

There is still a necessity for the file custodian to print documents from certain sections of the WPAF and archive them into the Personnel Action File (PAF). These amendments do not have any effect on the current processes for maintaining the PAF.

**HUMBOLDT STATE UNIVERSITY
University Senate**

Resolution on University Intellectual Property Policy

24-15/16-FAC - April 12, 2016 - First Reading

RESOLVED: That the University Senate of Humboldt State University recommends adoption of the attached University Intellectual Property Policy in place of current policy P09-03.

RATIONALE: The current University Intellectual Property Policy, P09-03, passed by the Academic Senate in April 2009, is outdated and contains several ambiguities regarding the University's ownership interest in faculty creations such as course material and inventions. The 08/09 Senate resolution indicates that P09-03 was supposed to be an *interim* policy predicated on the idea that the CFA and CSU in bargaining the CBA would resolve differences in definitions of what constitutes faculty, staff, and student use of "extraordinary resources," which allows the University to claim a stake in faculty and staff creations. The CFA and the CSU agreed in Article 39 of the current CBA that each campus was tasked with creating policy for what constitutes extraordinary resources (called "extraordinary support" in the CBA). The HSU Senate never revisited what constituted "extraordinary support," so HSU has no current definition, which affects faculty, staff and students whose intellectual property activities are covered by P09-03.

Given the expansion of HSU's on-line educational offerings since 2009, HSU faculty object to Section 2.A.2.d of P09-03, which states, "In distance education courses the faculty owns the copyright but the University will receive a royalty free license to use the material". This clause could be interpreted as meaning when a faculty member creates an on-line course, she no longer owns the course, and if she cannot teach the course, the University can simply assign the course and all its materials to another instructor. This is not clear to faculty when they develop their on-line course materials, and discussion within Faculty Affairs Committee and the Senate indicate that faculty would like a separate agreement for each on-line course they develop specifying the rights they retain and the conditions under which the University is granted a royalty-free license to use the course and its materials. Further, any royalty-free license should be contingent on acknowledgement by faculty of receipt of "extraordinary support" for the development of the on-line course or materials. The College of eLearning and Extended Education (CEEE) Advisory Council is currently crafting a revision to the University e-Learning policy and it is important that the intellectual property rights groundwork be established in an up-to-date intellectual property policy before the University Senate considers the revised e-Learning policy.

Some of the key patent provisions pertaining to faculty in P09-03 are problematic. For example, section II.A.2.c of P09-03 states, "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". This automatic assignment of patent to the University based on the employment status of the faculty member contradicts current patent law regarding faculty inventions, Article 39.2 of CBA, and Section II.B.2.b of P09-03, which states, "Patents will be assigned to the University regardless of the source of funding when there is extraordinary use of University resources".

Section III.A.2 of P09-03 establishes an Advisory Board for Research and Creative Projects, but this Board is no longer operational because it was suspended in 09/10 and no longer appears in Section 800 of the Faculty Handbook. Further, the composition of the Board established in P09-03 includes titles of positions that do not currently exist; for example, the Dean of Research, Graduate Studies & International Programs and Faculty Development Coordinator. The Faculty Affairs Committee recommends the re-instatement of a re-configured Board so that a dedicated committee is responsible for keeping the University's Intellectual Property Policy current and fair and that disagreements that are not grievable under current collective bargaining agreements can be heard in a process for resolution that involves faculty input. We also recommend that where applicable in P09-03, the position of "Dean of Research, Graduate Studies & International Programs" be replaced with the current "Dean of Research, Economic and Community Development".

In Spring and Fall semesters 2016, Faculty Affairs Committee researched and reviewed several CSU campus intellectual property policies, looking specifically for those that had been most recently updated. The Academic Senate of CSU-Chico passed a revised intellectual property policy in April 2014 that contained text and substance that FAC used to guide revisions of HSU policy. The Faculty Affairs Committee also consulted with relevant administrators such as Provost Enyedi, Dean of Research, Economic and Community Development, Rhea Williamson, and Associate Vice-President for eLearning and Extended Education, Alex Hwu in drafting the policy to replace P09-03.

Draft revision for 4-12-16 Senate

Key to changes:

Black = Text that remains the same as P09-03

Green = New text inserted into document, borrowed or revised, from CSU-Chico's Intellectual Property Policy

Blue= Text based on FAC, Administrator and SenEx feedback

EXECUTIVE MEMORANDUM

May 2016

P16-

Supersedes P09-03

SUBJECT: INTELLECTUAL PROPERTY POLICY

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I. GENERAL PURPOSE AND SCOPE

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 the 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 Advisory Board for Research and Creative Projects](#) 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 [Advisory Board for Research and Creative Projects](#).
- 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.

7. Extraordinary University Support. It will be presumed that extraordinary support has not occurred in the absence of a written agreement between the University and the particular creator(s) or inventor(s) that acknowledges the provision of extraordinary support.

D. Policy Application.

This policy takes effect immediately and supersedes all prior intellectual property policies.

E. Key Terms.

For purposes of this policy, the following key terms are defined as follows:

1. **“Auxiliary Organization”** means any nonprofit organization affiliated with the University and recognized in good standing by the CSU Chancellor. This includes the Sponsored Programs Foundation, [University Advancement](#), and Associated Students.

2. **“Copyright”** is a bundle of property rights that legally protect the owner(s) from others copying, distributing, otherwise communicating or making substantive derivative works from copyrighted works which are “original works of authorship fixed in a tangible medium of expression” (from U.S. copyright law) without the permission of the owner(s). “Tangible media” include, but are not limited to, books, periodicals, manuscripts, phono-records, electronic recordings, web based materials, films, tapes, and works of art. The doctrine of “fair use” does allow for some use of an unsubstantial portion of the copyrighted material without the creator(s)’ permission. Copyrighted work may include literary works; musical works, including any accompanying words; pantomimes and choreographic works; pictorial, graphic, and sculptural works (photographs, prints, diagrams, models and technical drawings); motion pictures and other audiovisual works; sound recordings; computer software (may be patented as well) and architectural works.

3. **“Disclosure Statement” aka “Disclosure”** means a written general description of an invention, discovery or innovation by the creator used to help assess the nature, extent and likely intellectual property interests in and development potential of the invention, discovery or innovation.

4. **“Equity interest”** refers to beneficial rights (such as royalties) derived from intellectual property owned by another.

5. **“Extraordinary University Support”** generally means resources not usually available to all members of the University community in a similar employment or other classification or otherwise obvious by the individual’s job description and duties. Extraordinary support is demonstrated through a separate, individual work for hire agreement between the University and the member of the University Community.

a. For faculty, extraordinary support does not include such resources as academic year salary, office space and office furniture and equipment, including a personal computer, usual services of University support staff including technology support from ITS, common library resources, usual laboratory space and equipment and its common usage unless the intent of providing such resources is specifically to support the development of intellectual property for acquisition by the University. Consistent with section I.C.7. of this policy, all cases in which the University claims it is providing or has provided extraordinary support must be acknowledged in a written agreement signed by the appropriate University administrator and the faculty member in which receipt of extraordinary support is acknowledged.

In addition to the foregoing, absent a written agreement acknowledging receipt of University extraordinary support, the following resources do not, in and of themselves, constitute forms of extraordinary support:

- Mini-grants such as CSU Research, Scholarly, and Creative Activities, Faculty Development awards, Diversity Development awards, and Incentives Funding.
- eLearning instructional support eLearning Course Development Grants. It is understood that online teaching has become a part of a faculty member’s expected workload and that use of any equipment such as laptops or tablets, or acceptance of any stipends or assigned time to prepare a face-to-face course or new course for on-line delivery do not automatically constitute provision of extraordinary support.
- Sabbatical or difference-in-pay leaves.
- Startup funds or startup assigned time
- Advising/academic program Chair assigned time.

b. For staff, most work resulting in intellectual property is considered within the scope of the job duties of the individual unless there is a written agreement to the contrary. Therefore, the usual situation for staff employees is that creations or inventions that may result from an individual’s work does not result from extraordinary university support and, thus, is work for hire. Some exceptions to this general situation may result which the staff employee should bring to the attention of appropriate individuals to insure agreement about intellectual property rights and ownership.

c. For students, extraordinary university support means the use of resources that are not available to the majority of University students in the course of their academic programs.

6. **“Faculty”** primarily means members of Collective Bargaining Unit 3. Under certain circumstances faculty may also include visiting professors, volunteer professors, adjunct professors and other individuals who may temporarily carry out research and creative activities in a capacity other than staff or student.

7. **“Intellectual Property”** is unique, tangible products brought about through the creative endeavors of human beings. These products can be protected by a variety of legal means including those embodied in such mechanisms as copyrights, patents, trade secrets, know-how and other proprietary concepts. In most cases, to use intellectual property one must be the owner of the property or have permission from the owner by obtaining a license or a legitimately procured original or copy of the property.

8. **“Inventions, discoveries, or innovations”** include tangible or intangible inventions, whether or not reduced to practice and tangible research products whether or not copyrightable or patentable. Such research products include, for example, computer software/programs, integrated circuit designs, industrial designs, databases, technical drawings, biological materials and other technical creations.

9. **“License”** is an agreement by one party, usually the owner of intellectual property, to another party to use the intellectual property for some purpose, commercial or otherwise, with terms and conditions as to the use. Compensation often is part of the licensing agreement.

10. **“Materials Transfer Agreement”** is a contract that grants the limited use of one party’s material to another for research and educational purposes but not for commercial purposes. No ownership rights are transferred nor any right to commercial use.

11. **“Members of the University Community”**, as used in this policy, means faculty, staff, students, auxiliary organization employees and contractors.

12. **“Net proceeds or income”** means the net amount received in the form of royalties or other fees related to licensing or selling intellectual property in any fiscal year after deduction of all accrued costs reasonably attributable to such intellectual property. Although this list is not exhaustive, such costs may include patent or other intellectual property prosecution, protection or litigation, and commercialization. Specific items of costs may include legal filing fees, patent application costs, insurance and maintenance charges, transfer and licensing costs and product development costs.

13. **“Non-Disclosure Agreement”** is a contract to maintain the confidentiality of specified information. Such an agreement limits the receiving party’s rights to disclose the information to others for any purpose.

14. **“Owner”** is a person(s) or organization(s) that has a property title to intellectual property. An owner of intellectual property may be a creator, author or inventor of the intellectual property, an organization employing the creator, author or inventor, or a person or organization that has obtained title from the owner(s). Intellectual property owners have the right to restrict others from using the intellectual property, may license its use to others or may outright sell or assign all or part of the rights to others. Full or partial ownership can be transferred or shared among various individuals and/or organizations.

15. **“Patent”** is a bundle of property rights giving the owner(s) the right to exclude others from making, using or selling an invention for a specific period of time. Patents can be granted by the U.S. Patent and Trademark Office for inventions or discoveries which constitute any new and

useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof; new and ornamental designs for any useful article and plant patents for the asexual reproduction of any new and distinct variety of plant.

16. “**Royalties**” mean payments made, based usually on a license agreement, for the use of intellectual property.

17. “**Software**” means computer instructions (algorithms, source, and object codes), data and accompanying documentation.

18. “**Sponsor**” means any external individual or entity, whether public or private, that enters into a formal agreement or awards a grant with or to the University or an auxiliary organization of the University (such as the Sponsored Programs Foundation), whereby the sponsor provides support for a project to be carried out by faculty, staff and/or students of the University community.

19. “**Staff**” means all non-faculty employees of the University or one of its auxiliary organizations.

20. “**Student**” means any individual enrolled in the University, or working in a student capacity under the auspices of the University or an auxiliary organization.

21. “**Trade Secret**” and/or “**Proprietary Information**” involve confidential information that may give someone or some entity a competitive advantage. Such information can include an unpatented invention, a formula, a method, a process, a customer list, plans, financial data, etc. Generally, as long as such information is kept secret, it can be licensed to others. Once it is disclosed or discovered, the secret is considered destroyed and, therefore, no longer protected intellectual property.

22. “**University**” means Humboldt State University and associated self-support organizations, such as Extended Education.

23. “**Work for Hire**” is a legal concept whereby work created by an employee, absent any other agreements to the contrary, becomes the intellectual property of the employer at the time of the work’s creation or invention.¹

¹ In the academic context, federal case law indicates that much of the work faculty do, such as write scholarly articles or create new course materials, can be excluded from “work for hire”, whereas work done by staff in their regular capacity as an employee, is typically included as “work for hire”. (See American Association of University Professors, “Defending the Freedom to Innovate: Faculty Intellectual Property Rights after Stanford v. Roche” (2015). Access at: <http://www.aaup.org/report/defending-freedom-innovate-faculty-intellectual-property-rights-after-stanford-v-roche>). Article 39 of the collective bargaining agreement between the California Faculty Association and the CSU, concerns intellectual property that is the result of what is determined by the CFA and the CSU to be faculty “work for hire”. When faculty seek to clarify or contest University claims to intellectual property created as the result of what may be considered to be work for hire, they should contact the California Faculty Association.

II. OWNERSHIP AND OTHER INTEREST

A. General

1. Intellectual property created without University resources

The University recognizes the right of members of the University community to create intellectual property on their own time and with non-University/auxiliary organization resources. In such cases, the employee shall have sole ownership of such property and any proceeds derived from it.

2. Sponsored funding

When the University or one of its auxiliary organizations receives funding from a sponsor, the funding agreement typically contains terms and conditions that grant some or all of the intellectual property rights that may result from the project to the awarding entity, a third party, and/or the University/auxiliary organization. The terms and conditions of any funding agreement (e.g., grant or contract), from an external sponsor will be paramount in determining intellectual property ownership, obligations, and other rights (including sharing net proceeds) that may accrue as a result. The Dean of the Office of Research, Economic and Community Development has the final authority to negotiate and accept all sponsor agreements, including materials transfer agreements. The Dean of the Office of Research, Economic and Community Development has the final authority to negotiate and agree to terms and conditions concerning intellectual property, including materials transfer agreements, in the form of sub-agreements to individuals and entities external to the University that may conduct a portion of the project or work under a special intellectual property agreement. In doing so, the Dean of the Office of Research, Economic and Community Development will see input from the project director and the dean of his/her college.

Following the requirements of CSU Chancellor's Office Executive Order 890, the University and its auxiliary organizations will endeavor to do the following: Any sponsor agreement that provides for ownership or license of resulting project work products such as intellectual property to any person or entity other than the University or one of its auxiliary organizations shall provide the University with a free-of-cost, nonexclusive license to use the work product and any resulting intellectual property and the right to access and use the results (data, material(s), knowledge, etc.) for purposes consistent with the educational mission of the University at the originating campus only and not at other CSU campuses without consent and compensation consistent with normal licensing at non-CSU institutions. Where such limited rights cannot be obtained, the Dean of the Office of Research, Economic and Community Development, in consultation with the project director, will determine if the campus should proceed with accepting the award due to other benefits outweigh obtaining the limited rights set forth in E.O. 890.

3. Written agreements

Whenever possible, written agreements about intellectual property ownership, other rights and royalty sharing (net proceeds) shall be made prior to accepting an award or contract. This includes all contracts in which the University claims to be providing extraordinary support to a member of the University Community for purposes of establishing an intellectual property right. If it is not possible to establish terms in writing before the contract or award is accepted by the faculty, staff or student, such agreement must be made before beginning the work expected to

lead to the creation of intellectual property. When such written agreements have not been made prior to the creation of the intellectual property, such a written document should be prepared immediately following the creation and disclosure as required by other provisions of this policy and any sponsor agreements.

B. Copyright

1. Faculty Creations.

a. Faculty own the intellectual property and any resulting copyrights that originate from normal faculty bargaining unit work and work through extended degree programs (those University entities governed by EO 1099), namely instructional, scholarly and creative works each individual creates. These include such works as syllabi, learning modules, tests and quizzes, course content (assignment materials in any medium, lectures, websites, etc.), online instructional materials, scholarly publications and presentations, works of art (including musical scores and recordings, video works, various mediums of visual arts like paintings, prints, sculpture, pottery, photography, dance choreography and the like). Faculty retain the right to use these learning materials for profit through other institutions both while employed by the CSU and after separation.

Faculty may voluntarily share their copyrighted intellectual property with other instructors or the University (including their home departments). A faculty member may withdraw his/her intellectual property from circulation at the conclusion of each semester by providing written notice to their department chair or immediate supervising administrator (typically the Dean of the College). If a faculty member agrees to share materials with another instructor or with the University, that faculty member cannot revoke the permission to use those materials within a semester if the materials are currently being used by another instructor or by the University.

b. If the University provides extraordinary support to a faculty member toward the creation of copyrightable property, the faculty will own the copyright but the University will be entitled to a license to use the property and an equity interest in the profits derived from any commercialization of the intellectual property, according to the provisions in section II. E. A written document, signed by the faculty member and the University, preferably prior to initiation of the project, will be executed to acknowledge the University's license and equity interest and the faculty member's commitment to cooperate with the University. This written agreement must specify the term (length of time) during which the University's interest extends and whether or not its interest extends to only original materials or future (new or revised) materials as well.

c. If the University initiates a creative project for purposes of developing intellectual property that the University plans to copyright, the University will own the intellectual property rights developed through the project unless the University agrees to share ownership. These projects may include faculty participation remunerated through faculty compensation/assigned time, but faculty may be restricted from a claim property rights over the product. A written document, signed by the faculty member and the University 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, on the

project and to help commercialize the intellectual property. In this agreement, the University may opt to share with the faculty any net proceeds that result from the intellectual property created from the project.

Issues that arise with faculty-created copyrightable intellectual property that are not resolved through written agreement shall be referred to the Dean of the Office of Research, Economic and Community Development and the Advisory Board for Research and Creative Projects for further adjudication.

d. 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 will be negotiated with the sponsor by the Dean of Research, Economic and Community Development, with the consent of the faculty involved and the appropriate College Dean(s). In such circumstances copyright terms may deviate from the provisions of this policy.

2. 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. If staff utilize University or auxiliary resources to develop works outside of the scope of their employment, the University or auxiliary organization will be entitled to an equity interest in the royalties or sale proceeds derived from the commercialization of the intellectual property. Staff persons are advised to notify the their union representatives and/or Human Resources staff 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 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.

3. 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 or Capstone Projects, and Masters Theses/Projects. Students retain copyright ownership as long as they are not paid for the work that results in the creation and do not receive extraordinary University support toward the creation of the work. 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. The University is not entitled to an equity interest in any proceeds (net or otherwise), except in the circumstances covered below.

b. When the student is employed by the University and the creation falls within the scope of that employment either the University or the faculty member (when the student is hired specifically to work on a faculty project) owns the copyright.

c. When the student receives extraordinary University support that furthers the creation and development of their creative work, then the student owns the copyright, but the University retains and equity interest in the work and any royalties earned from commercialization of the work according to the provisions of Section II.E. of this policy.

d. If the student works on a project subject to the terms of a sponsor's agreement (usually a grant or contract) 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. Generally, absent an agreement to the contrary, any student paid work or internship on a project governed by a sponsor's agreement and/or special intellectual property agreement, student creations will be considered work for hire and ownership will be with the University or auxiliary organization that is employing the student.

C. Patents.

1. Patentable intellectual property

This section addresses the ownership of patentable intellectual property, including potentially patentable inventions, trade secrets or proprietary information, created by faculty, staff, and students. 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 license an invention, it will reassign ownership to the inventors upon request to the extent possible under the terms of any agreements that support or are related to the work.

2. Disclosure

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 support shall be disclosed on a timely basis to the University. Faculty who are working under a sponsored project, who have agreed to act in a work for hire situation, or who have used extraordinary University support that creates or leads to the development of non-copyrightable intellectual property must disclose such intellectual property to the Dean of Research, Economic and Community Development. Staff and student employees of the University, or one of its auxiliary organizations, who conceive of or first reduce to practice a potentially patentable invention or discovery, or develop other intellectual property that may be considered a trade secret or

proprietary information in the course of their job duties or as part of an externally funded project secured through a campus contract or grant, will disclose the discovering in a timely manner to the Dean of Research, Economic and Community Development. Ownership of such inventions shall be assigned to the University or appropriate auxiliary organizations except as noted in the following sections.

3. Faculty Inventions.

Faculty own the intellectual property and any resulting patents that originate from normal faculty bargaining unit work, namely instructional, scholarly, and creative works each individual creates. Such works may also include inventions, discoveries, trade secrets or proprietary information, computer software programs and their underlying algorithms and codes, and such other intellectual property that does not fall clearly under what might be legally protected by copyright.

b. If the University provides extraordinary support 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.E.

c. 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, Economic and Community Development 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 the faculty involved and the University's designee. If the agreement conflicts with portions of this policy, the parties must explicitly agree to supersede this policy.

d. If the University/Sponsored Programs 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, will be negotiated with the sponsor by the Dean of Research, Economic and Community Development, with the consent of the faculty involved and the appropriate College Dean(s). Any agreements about ownership of intellectual property, and the details of profit-sharing arrangements, shall be recorded in a written document, signed by the faculty involved, the outside sponsor and the University's designee. If the agreement conflicts with portions of this policy, the parties must explicitly agree to supersede this policy.

4. 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. **If staff utilize University or auxiliary resources to develop intellectual property outside the scope of their employment, the University or auxiliary organization will be entitled to an equity interest in the royalties or sale proceeds derived from the commercialization of the intellectual property.** Staff persons are advised to notify **their union representatives and/or Human Resources staff** 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 **Sponsored Programs** 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.

5. 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. **Students in most instances will own the intellectual property developed from their individual scholarly and creative works, including works fulfilling course and academic program requirements (term papers, projects, masters theses/projects). Students retain ownership as long as they are not paid for the work that results in the creation and do not receive extraordinary University support toward the creation of the work. Nonetheless, by enrolling in the University, the student grants the University a nonexclusive, royalty-free license to mark on, modify, publicize and retain the work as may be required by the faculty, academic department or University. The University is not entitled to an equity interest in any ownership proceeds (net or otherwise), except in the circumstances described below.**

b. **When the student is employed by the University and the creation falls within the scope of that employment, either the University or the faculty member (when the student is hired specifically to work on a faculty-conducted project) owns the intellectual property according to the same standards that apply to staff creations under section II.C.4.**

c. When the student receives extraordinary University support that further the creation or development of the intellectual property, the student owns the intellectual property, but the University retains an equity interest.

d. When 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.

e. When the student is employed by an outside entity (not the University or Sponsored Programs Foundation) and the creation falls within the scope of that employment, 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.

f. Unresolved issues of ownership and other intellectual property rights may be directed to the Advisory Board for Research and Creative Projects. The Dean of Students should be consulted on a case-by-case basis about appropriateness of using established student grievance procedures.

D. 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. C., 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.B.) 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.

E. University Equity Interests.

If the University provides extraordinary support 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 support. The amount of the University's equity interest in a particular intellectual property will be agreed upon in a written agreement before pursuing protection/commercialization. In no case will the University's share be greater than 50 percent. (The distribution of any monies garnered is detailed in Section IV.B.) 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. 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 a previously determined equity interest agreement.

The University/[Sponsored Programs](#) Foundation is entitled to recoup expenditures from gross proceeds derived from those intellectual property interests that are successfully commercialized.

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 Dean of [Research, Economic and Community Development](#), in cooperation with the [Sponsored Programs](#) Foundation and University officials, shall implement and administer this policy, including the [negotiation of intellectual property terms in agreements with sponsors, evaluation of patentability and other forms of intellectual property protection, negotiation of use rights \(licenses\) and royalties and pursuit of infringement actions.](#) The Dean of [Research, Economic and Community Development](#) in cooperation with the [Sponsored Programs](#) Foundation and University officials shall develop, document, implement and maintain on a current basis, appropriate procedures and practices to carry out this [policy](#), including the process for evaluating and determining the allocation of net proceeds derived from intellectual property, subject to Section IV. of this policy. The Dean of [Research, Economic and Community Development](#) shall consult with the [Advisory Board for Research and Creative Projects](#) (see III.A.2) on any significant procedural or policy changes associated with this policy. **All changes to this policy must be approved by the University Senate.**

2. Advisory Board for Research and Creative Projects.

The University President shall confirm through appointment by the University Senate, an [Advisory Board for Research and Creative Projects](#). The Board shall be composed of seven members, four of whom are faculty. One faculty member shall represent each college and the Chair of the Faculty Affairs Committee shall also serve. The other members shall include the Vice President for Academic Affairs (Provost) or his/her designee, the Associate Vice President for College of eLearning and Extended Education and the Dean of Office of Research, Economic and Community Development, who shall chair the committee. Faculty appointees will serve three-year terms.

The duties of the Board shall be:

- [To review implementation of current university intellectual property policy and develop changes to the policy as needed. All proposed changes must be approved by the University Senate.](#)

- To make recommendations for the allocation of the University's net proceeds from intellectual property.
- To help determine the University's contribution to the development of particular intellectual properties for purposes of helping parties reach an agreement within the framework of this policy (when the issues concerned are not covered by relevant collective bargaining agreements).
- To act as an appellate body, advisory to the President, in cases of disagreement concerning the application of this policy (when the issues concerned are not covered by relevant collective bargaining agreements).

In its deliberations the Board will rely on information provided by both the inventor/creator and the University and will maintain confidentiality regarding patented or copyrightable material. When a Board member is an interested party in a disagreement related to determining the University's contribution to the development of particular intellectual properties or about the application of this policy to a specific case, he/she must recuse him/herself from the deliberations and resulting recommendations of the Board. In cases in which the Board is unable to resolve disagreements to the satisfaction of the interested parties, then it shall submit a written recommendation for resolution to the University President for final administrative decision. Any recommendation made by the Board or the President must be consistent with current intellectual property law and collective bargaining agreements.

The Board shall meet at least once a year, preferably in Fall semester. At the meeting, the Dean of Office of Research, Economic and Community Development will provide a written report of the intellectual property activities in which the University has been involved in the prior academic year, including a summary statement of income and expenses from intellectual property in which the University has an interest and an accounting of income and disbursements of a dedicated fund (see Section IV.B).

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, Economic and Community Development](#) can provide guidance to [members of the University community](#) 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. When the [University/Sponsored Programs](#) 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 normally will 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 (SPF)

The Humboldt State University Sponsored Programs Foundation ([SPF](#)) is a non-profit, public benefit corporation serving as a qualified auxiliary organization in support of the University. The [SPF](#) 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 [Sponsored Programs 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 [SPF](#).

2. Protection.

At the request of the Dean of [Research, Economic and Community Development](#), or in satisfaction of sponsored agreement requirements, the [Sponsored Programs 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 [Sponsored Programs 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 [SPF](#) 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 [SPF](#) will involve both the inventor/creator and the University (through the Dean of [Research, Economic and Community Development](#)) in all negotiations with potential buyers or licensors.

4. Fiscal Agent.

The [Sponsored Programs](#) 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 [SPF](#) 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, Economic and Community Development](#) (see [Section II.C.2](#)). 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. [Disclosures of intellectual property having real or potential as inventions, discoveries, innovations or proprietary information shall be treated by all parties as confidential to the extent legally possible.](#)

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 [Sponsored Programs Foundation](#) (at the University/ [SPF'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 of the intellectual property

D. Assignments of Interest.

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 percent), department (25 percent), and University division (25 percent) (Office for Academic Affairs or other University division) and the Sponsored Programs Foundation (25 percent). [Consistent with the definition of "net proceeds" in section I.E.12., the net proceeds shall be determined after costs related to establishing the intellectual property claim incurred by the Principal Investigator, University and/or Sponsored Programs Foundation have been deducted from](#)

the gross proceeds. The net proceeds 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.