

HUMBOLDT STATE UNIVERSITY
ACADEMIC SENATE

Resolution on Draft HSU Intellectual Property Policy

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

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

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

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

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

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

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

Electronic Distribution: Division Vice Presidents

Paragraphs to be deleted:

Paragraph I.E.12.

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

Paragraph II.A.2.e.

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