

GUIDELINES ON INTELLECTUAL PROPERTY AGREEMENTS RESULTING FROM EXTRAORDINARY SUPPORT BY THE UNIVERSITY

I. GENERAL GUIDELINES

The purpose of these guidelines is to provide a framework for the handling of separate individual agreements between the university and individual faculty member(s) regarding intellectual property rights resulting from extraordinary support by the university

It is the policy of California State University, Fresno to encourage faculty to create and disseminate knowledge in the form of intellectual property for the benefit of their communities. Some intellectual property will be directly related to teaching duties. Other property will emerge from faculty scholarly and creative activities. Universities have historically encouraged faculty creation and dissemination of intellectual property.¹ Therefore, intellectual property produced in the normal course of faculty activity with ordinary support by the university, or produced as personal work without any extraordinary support from the university, shall continue to be governed by historical faculty use as expressed in the Collective Bargaining Agreement.

Developments in educational practice and technology have given rise to complex situations where the university may play an active role in creating and developing intellectual property in cooperation with faculty, staff, and students. Thus the CBA recognizes a distinction between work created as part of the ordinary activity of faculty in their role as teachers, scholars and researchers and work created with extraordinary support of the university. Consistent with this distinction, this policy establishes guidelines for determining ownership of intellectual property that is created with extraordinary support by the university. The CBA recognizes that the university and individual faculty members may enter into separate individual agreements at the campus regarding materials created with extraordinary university support.²

In those instances when the President or designee authorizes the university's involvement in creating and developing intellectual property and providing extraordinary support, the university and the faculty member shall enter into a separate individual agreement about potential intellectual rights prior to the delivery of such support. It is the responsibility of both parties to maintain a spirit of mutual trust, collegiality and goodwill in all matters relating to the development, dissemination and commercialization of the intellectual property.

II. SEPARATE INDIVIDUAL AGREEMENTS

- A. University involvement in the creation and development of intellectual property in cooperation with faculty, staff and students and the provision of extraordinary support by the university requires the prior approval of the President or designee.
- B. In all instances where the university proposes or is requested to have involvement in creating and developing intellectual property in cooperation with faculty, staff and students, the appropriate administrator shall inform the President or designee of the proposed involvement and the details of the proposed / requested university support. At the same time, the appropriate administrator shall notify the faculty member that the President or designee must approve university involvement and that as a result of that involvement the university may assert an intellectual property claim.

¹ See CBA Article 39.3 through 39.5

² See CBA Article 39.6

- C. The President or designee shall review the proposed university involvement in the creation and development of specific intellectual property. At the same time, the President shall determine if the involvement of the university will require extraordinary support on the part of the university.
- D. The President or designee shall approve/disapprove the proposed university involvement in the creation and development of intellectual property and the support the university will provide.
- E. Should the President or designee approve the proposed university involvement in the creation and development of intellectual property and authorize extraordinary support, the President or designee shall notify the appropriate administrator and the faculty member(s) that the involvement of the university and the extraordinary support has been approved pending the signing of a separate individual agreement between the university and the faculty member(s).
- F. The President or designee shall authorize university involvement in the creation and development of specific intellectual property and the provision of the accompanying extraordinary support only if there is a separate individual agreement between the faculty member(s) and the university outlining the contributions of each party and specifying the division of ownership. Ownership may be divided by percentage and/or unbundling and distributing ownership.
- G. Separate individual agreements are public information and are subject to public records requests pursuant to the California Public Records Act.
- H. All separate individual agreements involving the sharing or transfer of intellectual property rights under this policy shall be finalized in writing and signed by both the faculty member(s) and the President or designee and shall comply with the review provisions of the Collective Bargaining Agreement.³
- I. These guidelines do not apply to, and therefore cannot supersede, ownership agreements defined in the context of any sponsored grants or contracts.⁴

III ADMINISTRATIVE PROCEDURES

- A. An Intellectual Property Review Committee shall be created as an administrative committee reporting to the President.
 - 1. The Committee shall be composed of
 - a. Four members appointed by the President,
 - b. Four members appointed by the Academic Senate
 - c. One graduate student appointed by the Associated Students, Inc.
 - 2. The committee shall be chaired by a faculty member.

³ CBA Article 39.10

⁴ CBA Article 39.8

3. The Committee's charge is as follows:
 - a. To review and monitor University activities on matters relating to the administration of this policy and to make recommendations to the Academic Senate regarding policy revisions as needed.
 - b. To serve as a committee of the whole, or through ad hoc committees or subcommittees, to hear disputes regarding the implementation of the terms of signed separate individual agreements and make recommendations to the President or designee.

IV. DEFINITION OF KEY TERMS

A. ADMINISTRATOR

The term "administrator" refers to an employee serving in a position designated as management or supervisory according to HEERA. Department chairs are not included in this definition.

B. CBA

Collective Bargaining Agreement between the California State University and the California Faculty Association, in particular, Article 39

C. CSU

The California State University

D. INTELLECTUAL PROPERTY

Intellectual property refers to inventions, discoveries, innovations, teaching material, and literary and artistic works.

E. PRESIDENT OR DESIGNEE

The President of California State University, Fresno or designee.

F. PUBLIC INFORMATION

University records subject to the California Public Records Act.

G. UNBUNDLING

Separation of various rights of ownership, such as rights to disseminate, edit, revise, use in the classroom or online, etc.

H. UNIVERSITY

California State University Fresno.

Recommended by the Academic Senate
Approved by the President

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