

UNIVERSITY COUNTERPROPOSAL
9-6-13

ARTICLE 51
INTELLECTUAL PROPERTY

Preamble. The parties are committed to providing an environment that supports the teaching and scholarly activities of the members of the bargaining unit. As a matter of principle, the University encourages the members of the bargaining unit to publish without restriction papers, books, and other forms of communication in order to share openly and fully their findings and knowledge in their discipline with colleagues and the public. This allocation of ownership provision is intended to promote and encourage excellence and innovation in teaching and scholarship by identifying and protecting the rights of the University and the bargaining unit members.

Section 1. This Article governs rights in inventions, improvements in technology, data, technical and other information, including trade secrets, mask works, tangible research property, trademarks, copyrightable works, including software, and all other intellectual property ("Intellectual Property"), made or created in whole or in part by a bargaining unit faculty member and whether or not Intellectual Property was, is or will be protected under state or federal statutory and common law, or corresponding international law.

Section 2. As between the University and a bargaining unit faculty member, the University owns Intellectual Property that is:

- a. conceived of, developed or reduced to practice in the course of or pursuant to a sponsored research or other agreement;
- b. created as an effort commissioned by the University or as a "work-made-for-hire;" or
- c. conceived of, developed, or reduced to practice with more than de minimis use of funds or facilities administered by the University or through a bargaining unit faculty member's access to specialized resources or Intellectual Property of the University that otherwise would not be available to him or her.

Section 3. Inventions and Improvements in Technology. As a condition of employment, each bargaining unit faculty member hereby assigns to the University all right title and interest in and to any invention or improvement in technology owned by the University pursuant to this Article. An invention or improvement in technology includes, but is not limited to, any new and useful process, machine, device, manufacture, or composition of matter, and any new and useful improvements thereof.

Section 4. Use of Funds or Facilities. Intellectual Property is conceived of or developed or reduced to practice with more than de minimis use of funds or facilities administered by the University if the Intellectual Property relates to one or more of a bargaining unit faculty member's fields of professional competence. A bargaining unit faculty member may not use University funds or facilities other than for matters related to the member's fields of professional competence. The use of office, studio, or library space or University-owned desktop or laptop computers, tablets, or cellular or smart phones in and of itself does not constitute a more than de minimis use of funds or facilities administered by the University for purposes of this Article, nor does it in and of itself constitute access to specialized resources or Intellectual Property of the University.

Section 5. Intellectual Property Owned by the Bargaining Unit Faculty Member. As between the University and a bargaining unit member, the bargaining unit member will own all Intellectual Property that is not owned by the University pursuant to this Article.

Section 6. Scholarly and Creative Works. Because they are not prepared within the scope of employment, scholarly publications; journal articles; paintings; sculptures; musical compositions; dramatic compositions; novels; journalistic and other non-fiction works; and scripts are owned by the bargaining unit faculty member and not the University even if they would otherwise be owned by the University pursuant this Article.

Section 7. Disclosure. Identification of Intellectual Property and determination of ownership shall be based upon complete and sufficient disclosure. A bargaining unit member shall disclose to the Vice President for Research or designee (currently Technology Transfer Services (TTS)) via a process developed by TTS any Intellectual Property that may be owned by the University at the earliest of:

- a. A request by the Vice President for Research or designee; or
- b. Prior to any discussions or actions by a bargaining unit faculty members with third parties involving transfer, commercialization or monetization of the Intellectual Property; or
- c. Prior to any non-confidential presentation or other public release of Intellectual Property resulting from sponsor-supported projects; or
- d. As required by any sponsored research contract or other agreement applicable to such Intellectual Property; or
- e. Within 180 days of the Intellectual Property having been created, conceived of, developed or reduced to practice.

Section 8. Waiver. The President of the University or designee may waive, in favor of a bargaining unit member, the University's interests and rights in and to Intellectual Property owned by the University. Such a waiver must be in writing and may be granted only if pre-existing commitments to sponsoring agencies have been cleared.

Section 9. Assistance. Bargaining unit members will cooperate with and assist University representatives who are responsible for patenting, registering for copyright, protecting, publishing and licensing Intellectual Property that is owned by the University. Employees who cooperate are eligible to share in net royalty income received by the University in the form of cash as and to the extent determined by the University.

Section 10. Reservation of Rights. The University is hereby granted the right to an irrevocable, non-exclusive, world-wide, royalty-free license for the use of inventions, technological improvements, works of authorship, and other Intellectual Property not owned by the University but related to a bargaining unit faculty member's fields of professional competence, unless a written document assigning that right has been executed by an authorized University official. This license does not preclude a bargaining unit member from granting copyright privileges when no compensation or royalty is involved.