

1 UNITED ACADEMICS PROPOSAL

2
3 INTELLECTUAL PROPERTY

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5 **Section 1. General Provisions.** To ensure that the faculty member has control over the direction,
6 integrity, and use of their scholarly and creative work, ownership of all types of intellectual
7 property shall rest with the faculty member who creates it, except in cases enumerated herein.
8 Such ownership is recognized as an integral part of academic freedom.

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10 No faculty member shall be obliged to engage in the commercialization of their intellectual
11 property nor to provide commercial justification for their scholarly or creative work.

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13 **Section 2. Definitions.**

- 14 a. Intellectual property means any result of scholarly or creative activity created by a faculty
15 member that can be owned by a person and protected under patent, copyright, trademark,
16 or similar laws. Intellectual property includes, but is not limited to, inventions or
17 technological improvements such as any new and useful process, machine, device,
18 manufacture, or composition of matter, and any new and useful improvements, designs,
19 or developments. Intellectual property further includes educational and professional
20 materials such as books, texts, articles, monographs, glossaries, bibliographies,
21 cartographic materials, modular posters, study guides, laboratory manuals, course
22 packages, interactive textbooks, multimedia instructional packages, syllabi, tests and
23 work papers, lectures, musical and/or dramatic compositions, choreographic works,
24 performers' performances, unpublished scripts, films, charts, presentation slides, other
25 visual aids, video and audio recordings, computer programs, live video and audio
26 broadcasts, programmed instructional materials, Ecampus course materials, drawings,
27 paintings, sculptures, photographs, and other works of art.
- 28 b. Inventor(s) means the individual(s) who first conceived or developed an invention,
29 improvement, design, or development.
- 30 c. Author(s) means the individual(s) responsible for development of a copyrightable work.
- 31 d. Ownership means the control of copyright and the right to patent, sell, assign, distribute,
32 or license the use of material.
- 33 e. Net royalty income means the revenues after deduction from gross royalty income of all
34 expenses and costs incurred in developing the invention or material and expenses and
35 costs incurred by the faculty member and/or the Administration for copyright litigation,
36 licensing, interference, marketing, and enforcing or defending any patent.

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38 **Section 3. Copyright.** Copyright applies to all original scholarly, literary, dramatic, artistic, and
39 musical works as well as sound recordings, performer's performances, and communication
40 signals.

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42 Works include but are not limited to: books, texts, articles, monographs, glossaries,
43 bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, course
44 packages, interactive textbooks, multimedia instructional packages, syllabi, tests and work
45 papers, lectures, musical and/or dramatic compositions, choreographic works, performers'
46 performances, unpublished scripts, films, charts, presentation slides, other visual aids, video and

1 audio recordings, computer programs, live video and audio broadcasts, programmed instructional
2 materials, Ecampus course materials, drawings, paintings, sculptures, photographs, and other
3 works of art.

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5 All copyright belongs to the faculty member or members who create the work even if it is
6 produced during the course of employment and with the use of university facilities and
7 resources, except in those cases where there is a written contract to the contrary which assigns
8 the copyright to the Administration or a third party. Such a written contract may be appropriate
9 in instances where the work has been specifically commissioned by the Administration and
10 compensated for through a course release, development grant, or overload payment designated
11 for the development of the work. When such agreements are reached, faculty members retain the
12 right to royalty free use of works they develop and the right to first refusal to teach any course
13 they develop.

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15 In the event that the Administration relinquishes their rights in any work, all intellectual property
16 rights shall revert back to the author. In the event that the author is deceased, the rights shall
17 revert to the estate of the author.

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19 In the event that an original work is the creation of more than one faculty member, the provisions
20 of this Article apply on a pro rata basis to all authors of the work.

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22 Faculty members have the right to United Academics representation in all negotiations leading to
23 written agreements or contracts under this Section.

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25 A copy of all written agreements or contracts under this Section shall be provided to United
26 Academics.

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28 **Section 4. Patents.** The discovery of patentable inventions is not a primary purpose of university
29 research, nor is it a condition for support of such research.

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31 The Administration agrees that the faculty member shall have no obligation to seek patent
32 protection for the results of their work or to modify research to enhance patentability.

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34 Faculty members are the owners of the intellectual property rights in any invention,
35 improvement, design, or development that they create in the course of their employment, even if
36 it was produced with university facilities and resources, except in those cases where there is a
37 written contract specific to the given invention, improvement, design, or development which
38 assigns the property to the Administration or a third party. Such a written contract may be
39 appropriate in instances where the invention, improvement, design, or development has been
40 specifically commissioned by the Administration or a third-party grant or contract.

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42 In the event that the Administration relinquishes their rights in any invention, improvement,
43 design, or development, all intellectual property rights shall revert back to the inventor. In the
44 event that the inventor is deceased, the rights shall revert to the estate of the inventor.

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46 As owner of their intellectual property, a faculty member who has conceived or developed an

1 invention, improvement, design, or development shall have the sole right to decide whether to
2 seek a patent or to allow the public use of their invention, improvement, design, or development,
3 except in those cases where there is a written contract which assigns property to the
4 Administration or a third party.

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6 In the event that an invention, improvement, design, or development is the creation of more than
7 one faculty member, the provisions of this Article apply on a pro rata basis to all inventors.

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9 Faculty members have the right to United Academics representation in all negotiations leading to
10 written agreements or contracts under this Section.

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12 A copy of all written agreements or contracts under this Section shall be provided to United
13 Academics.

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15 **Section 5. Royalty Rights.** The Administration shall support faculty who wish to pursue
16 commercialization through the Office of Commercialization and Corporate Development.

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18 A faculty member who has conceived or developed an invention, improvement, design, or
19 development shall have the sole right to decide whether, by what means, and on what terms to
20 produce or market the invention, improvement, design, or development except in those cases
21 where there is a written contract to the contrary which assigns such rights to the Administration
22 or a third party. Such a written contract may be appropriate in instances where the invention,
23 improvement, design, or development has been specifically commissioned by the Administration
24 or a third-party grant or contract.

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26 The Administration has no claim to the revenue arising from any invention, improvement,
27 design, or development made by faculty members without the use of the Administration's time,
28 resources, or facilities.

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30 A faculty members who intend to commercialize an invention, improvement, design, or
31 development shall report the findings to the Office of Commercialization and Corporate
32 Development. Faculty members engaging with the Office of Commercialization and Corporate
33 Development have the right to representation by United Academics in all meetings pertaining to
34 commercialization, ownership, and royalty sharing.

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36 Should the Administration have a valid claim on the royalties arising from any work, invention,
37 improvement, design, or development because of the use of the Administration's time, resources,
38 or facilities by the faculty member, the faculty member and the Administration shall share in the
39 net royalty income as follows:

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41 a. The net royalty income distributed to the author(s) of works shall be not less than 50
42 percent of the net royalty income received.
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44 b. The net royalty income distributed to the inventor(s) of a commercialized invention,
45 improvement, design, or development shall be:
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2 i. not less than 40 percent of the first \$50,000 of net royalty income received;
3 ii. not less than 35 percent of the next \$50,000; and
4 iii. not less than 30 percent of all additional net royalty income.
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6 If the inventor or author cannot be determined, or if the inventor or author waives any claim to
7 net royalty income, the percent share of royalties intended for such person will be distributed to
8 the originating academic unit, laboratory, or center within the university.
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10 Faculty members shall have the right to United Academics representation in all negotiations
11 leading to written agreements or contracts under this Section.
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13 A copy of all written agreements or contracts under this Section shall be provided to United
14 Academics.
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16 **Section 6. Right to Publish.** As outlined in Article XX, faculty members have the freedom to
17 publish the results of scholarly activity.
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19 The Administration shall not require faculty members to enter into or administer any research
20 agreement or grant that allows a third party to infringe on faculty members' freedom to publish
21 the results of research.
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23 **Section 7. Right to Disclose Risks.**

24 Faculty members have the absolute right to publicly disclose information about risks to research
25 participants or the general public or threats to the public interest that become known in the
26 course of their research.