

IDAHO STATE UNIVERSITY
POLICIES AND PROCEDURES (ISUPP)

Intellectual Property Policy

Policy # 7010

POLICY INFORMATION

Major Functional Area (MFA): *Office for Research*

Policy Title: *Intellectual Property Policy*

Responsible Executive (RE): *Vice President for Research*

Sponsoring Organization (SO): *Research Integrity*

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I. INTRODUCTION

Idaho State University (ISU) is a Carnegie-classified doctoral research high institution committed to fostering an environment that encourages excellence in teaching, the creation of meaningful scholarly works, and research, both fundamental and applied, in areas that advance science, knowledge and solve real world problems faced by industry and society.

ISU recognizes that partnering with industry, governmental, and community entities is essential to:

- encourage the practical application of the results of institution research by industry for the broad public benefit;
- meet our obligations to sponsors of institution research;
- build research relationships with industry partners to enhance the research and educational experience of researchers and students;
- stimulate commercial uptake and investment;
- stimulate economic development; and
- ensure an appropriate return of taxpayer investments in our research.

Financial returns from technology licensing provide additional support for research and education, an incentive for faculty retention, and support of our technology transfer program. Successfully executing these initiatives will improve the quality and effectiveness of student learning and faculty development, enhance the reputation of ISU and the State of Idaho, and promote welfare and economic development of our community, state and the world.

ISU recognizes its obligation to comply with Section V.M. of the Governing Policies and Procedures of the Idaho State Board of Education (the “Board”) regarding intellectual property, and the Guidelines adopted thereunder. (Board policy and the Guidelines may be found at

<http://www.boardofed.idaho.gov>). ISU, its employees and students and related third parties, are governed by this policy regarding all types of intellectual property rights and obligations.

II. POLICY STATEMENT

This Intellectual Property Policy applies to all ISU faculty, staff and students, as well as third parties performing work for ISU. It addresses ownership rights and revenue sharing for intellectual property.

This Section is deemed to be a part of the conditions of employment for every employee of ISU, including faculty, staff and student employees, and of the conditions of enrollment and attendance for every student.

III. AUTHORITY AND RESPONSIBILITIES

Enforcement of this policy and the determination of whether a work falls within this policy is the responsibility of the Vice President for Research and Economic Development (VPR&ED) with assistance from ISU General Counsel and the Division for Innovation (DI). The DI is responsible for the protection, management, marketing, licensing of all intellectual property (defined below) for which ISU claims ownership under this policy.

IV. DEFINITIONS

For purposes of this policy, the following terms shall be defined as:

- A.** “copyrightable work,” means anything which constitutes an original work of authorship fixed in a tangible medium of expression and includes scholarly, professional and creative works.
- B.** “intellectual property” includes all types of intellectual property recognized under applicable law, including but not limited to any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, plant variety, research data, mark, design, mask work, work of authorship, and computer software regardless of whether subject to protection under patent, trademark, copyright or other applicable laws. The term “intellectual property” is to be construed broadly as including creative works in the arts and sciences and literary or scholarly writing.
- C.** “ISU-Sponsored Materials” is defined in Section VI.B.1 below.
- D.** “protectable discoveries,” means anything that might be protected by utility patent, process patent, plant patent, design patent, plant variety protection certificate, mask work, or trade secret.
- E.** “scholarly, professional and creative work” includes a pedagogical, scholarly, literary, or artistic work created by a faculty member (including full-time, part-time, and adjunct faculty members) as part of traditional academic activity. Scholarly, professional and creative works include, but are not limited to, books, journal articles, reviews, course syllabi, tests, course assignments, monographs, scholarly papers, musical compositions, works of art, computer programs, unpublished manuscripts, and recordings or transcriptions of lectures or performances. Scholarly, professional and creative works do include protectable discoveries.
- F.** “written” or “in writing” includes information created, generated, sent, communicated, received, or stored by electronic means, including without limitation email, telecopy, and facsimile transmissions.

V. PROCEDURES TO IMPLEMENT

The DI, under the direction of the VPR&ED, works with ISU faculty, staff, students, and industry and government partners to identify, protect, market and license intellectual property owned by ISU under this policy. The DI and the VPR&ED have the overall authority and responsibility for carrying out this policy and negotiating and signing contracts relating to the matters stated herein. In addition, the Provost and other applicable ISU Vice Presidents have the authority to negotiate and sign written contracts relating to certain copyrightable works under this policy as stated in Section VI.C.

VI. COPYRIGHTABLE WORKS

ISU acknowledges the right of faculty, staff members and students to prepare and publish scholarly, professional and creative works. Except as provided herein, ISU does not claim an ownership interest in such works.

A. Ownership. Under U.S. copyright law, an employer is presumed to own the copyright in a work created by an employee acting within the course and scope of employment. However, consistent with academic tradition, and to encourage scholarly work, ISU specifically disclaims its copyrights in the scholarly, professional, and creative works of its faculty and staff, except for “ISU-Sponsored Materials” as defined below. Except as provided below, faculty, staff members, and students retain ownership of the copyrights in the scholarly, professional and creative works they create, subject to the provisions in B. These include, but are not limited to such materials as books, workbooks, study guides, monographs, articles, and other works including music and performances, whether embodied in print, electronic format, or in other media. Ownership rights to copyrightable works created by third parties under contract with ISU will be as provided in the written contract under which the work is created. Any such contract must be in writing and signed by a person authorized to sign contracts on behalf of ISU.

B. Exceptions. ISU claims ownership in copyrightable works created by faculty, staff and students in the following situations:

1. “ISU-Sponsored Materials” Copyrightable works are “ISU-Sponsored Materials” if:
 - a. they are commissioned for use by the University; or
 - b. they are created by employees if the production of the materials is a specific responsibility of the position for which the employee is hired; or
 - c. they are sponsored works, which are works resulting from internal grants (work created as a result of an agreement between the University and the creator(s) of the work) and external grants (work created as a result of an agreement between an external sponsor and the University). This provision does not apply to grants to perform research where the production of copyrightable materials is ancillary to the purpose of the grant. Employees and students continue to own the copyright to scholarly and other publications that present the findings of research, subject to the provisions of subsection 1 herein; or
 - d. they are created by faculty, staff members, or students with the use of substantial University resources which are specifically provided to support the production of copyrightable materials. “Substantial University resources” is defined as funding, technical equipment, the paid time of other employees, or other resources over and above those which are regularly and customarily available to faculty, staff, and students as part of their

regular employment or their regular academic enterprise or studies). Limited secretarial support, uses of the library for which special charges are not normally made, and the staff member's own time (except as covered by subsections 1.a. and 1.b. herein) shall not be considered substantial University resources for purposes of this policy. Examples of "ISU-sponsored materials" which were created with the use of substantial university resources include recorded lectures or classroom presentations, audiovisual works, or other materials prepared for use in online or distance learning programs. (Note that in such instances, ISU's claim of copyright ownership would apply only to the recorded material, and not to underlying lecture notes, research, published matter, etc., unless specifically provided otherwise in the agreement required below.) Other instances in which ISU could claim copyright ownership because of the use of substantial University resources are possible. In most cases, ISU will clarify copyright ownership in a written agreement with the creators, as set forth below, prior to committing substantial University resources.

- e. Prior to the use of substantial University resources in the development of educational materials, the University shall enter into a written agreement with the author setting forth the terms of
 - (1) copyright ownership,
 - (2) division of net income from external sale, and
 - (3) use, revision and maintenance.
 - f. In the unusual circumstance in which materials are developed through the use of substantial University resources without an agreement, the University may, in its discretion, claim copyright ownership and/or a share of royalties.
2. Works covered by a valid written contract between the creator(s) and ISU as discussed in Section VI.C; and
 3. Works covered by a research grant, as discussed in Section XI.

With respect to all of the copyrightable works to which ISU claims ownership under this Section, all persons, whether ISU employees or other persons subject to this Section, agree to assign and do hereby irrevocably assign to ISU all right, title, and interest to such copyrightable works. ISU employees have a duty to refrain, and hereby agree to refrain, from any act that would impair or defeat ISU rights in any such copyrightable work.

C. Written Contracts with Faculty, Staff, Students and/or Third Parties. The VPR&ED or his/her designee represents ISU in negotiating contracts with any faculty member(s) creating or developing copyrightable works for ISU. Contracts with ISU staff members, students or with third parties involving the creation or development of copyrightable works may be entered into with the appropriate ISU Vice President for the functional unit paying for the work, or his or her designee. Any such contracts concerning creation of copyrighted works, including ownership, use, licensing, and distribution of royalties and income from copyrightable works supersede the other provisions of this Section. To be valid, such contracts must (1) comply with the terms of any relevant grants or contracts as discussed in Section XI below, (2) comply with the policies of Idaho State University, and (3) comply with Idaho state and federal law, including Section V.M. of the Governing Policies and Procedures of the Board.

D. Use of ISU-Sponsored Materials. Use of ISU-Sponsored Materials under this policy is subject to the following conditions:

- 1. Internal Use.** Internal use is use by anyone employed by ISU, or attending ISU as a student, while acting within the scope of his or her employ or academic enterprise, or any agent of ISU acting within the scope of his or her agency, either directly or through a grant or contract, or by any ISU unit. Internal use of ISU-Sponsored Materials for the same general purpose for which they were developed, and revision of such materials, does not require the prior approval or notification of any of the creators. For as long as any creator remains an ISU employee or student, he or she may propose revisions of the material.
- 2. External Use.** External use is any use other than that defined above. Licensing or sale of ISU-Sponsored Materials for external use must be preceded by a valid written contract between ISU or ISU's designated agent and the licensee, specifying the conditions of use.

E. University Non-exclusive License for Public Access. In order to permit ISU to comply with public access mandates established by federal law or federal agency or university policy (e.g. the National Institutes of Health Public Access Policy, Division G, Title II, Section 218 of PL 110-161 [Consolidated Appropriations Act, 2008]) and related terms and conditions of research contracts, faculty, staff, and students accepting research grants or contracts from, and conducting research from United States federal agencies hereby grant ISU an irrevocable, non-exclusive, non-transferable, non-commercial, royalty-free license in copyrightable works produced as a result of such research, such license to be used solely to comply with public access mandates. This grant of non-exclusive license is deemed by ISU to be a special arrangement for federal grants and contracts, per Section XI, and is not subject to the disposition of rights described in VI.B or to negotiation or change in contracts entered into under Section VI.C.

F. Cooperation Required. Faculty members, staff members, and students must cooperate with reasonable requests from ISU for the creation of any documents and records needed to vest and memorialize ISU's rights (whether ownership or licensing rights), if any, in copyrightable works.

G. Registration of Copyrightable Works. Absent a valid written contract otherwise, ISU-Sponsored Materials are to be registered in the name of the Idaho State University or its assignee. ISU or its designee has the right to file registrations of ISU-Sponsored Materials.

H. Liability. When either ISU or a faculty or staff member or student involved in the creation or development of works copyrighted by ISU or its assignee is alleged to have violated personal or property rights, ISU or its designated agent will assume responsibility for the defense against such allegation and the satisfaction of any judgment rendered against ISU or the faculty or staff member or student, except insofar as liability of governmental entities is limited by Idaho Code §6-903 as currently written or later amended.

I. Waiver. Any person involved in the development of copyrightable works governed by Section VI.B waives any claim that otherwise legal use of the work by ISU, its agents, employees, or units, creates legal liability for ISU, its agents, employees, or units on any theory of liability for any allegedly infringing actions of third parties.

J. Materials Protectable by Both Patent and Copyright Laws. Materials that may be protected under both patent and copyright laws (such as computer software) shall be treated as Protectable

Discoveries and shall be subject to the disposition of ownership and the process for commercialization described in Section VII.

VII. PROTECTABLE DISCOVERIES

For purposes of this Section VII, the term “ISU employees” includes faculty members, staff members and student employees.

A. Claim of Ownership.

- 1. ISU Employees and Third Parties Performing Work for ISU:** Effective immediately as of the time they are discovered, developed, conceived, or reduced to practice, all Protectable Discoveries, and any data or tangible materials that are associated with or embody Protectable Discoveries, shall be the property of ISU if they are discovered, developed, conceived, or reduced to practice:
 - a. by ISU employees through work performed within the scope of their duties at ISU;
 - b. by ISU employees or other persons using ISU resources not openly available to members of the general public; or
 - c. by ISU employees or other persons through work performed under contracts with ISU.
- 2. Non-employee Students**
 - a. **Undergraduate Students:** Protectable Discoveries made by undergraduate students, and without the use of ISU resources beyond those associated with normal coursework, will remain the property of the students, except when a Protectable Discovery is made in the course of employment at ISU, or results from work directly related to employment responsibilities at ISU or from work or research performed under a grant or other sponsorship, or is undertaken with another person who has a duty to make or has made an assignment to ISU under this policy.
 - b. **Graduate Students:** Protectable Discoveries made by graduate students in the course of employment at ISU or through research carried out as part of a post-baccalaureate or doctoral degree or other non-degree program, or resulting from work directly related to the graduate student’s employment, training or research responsibilities at ISU, or from work or research performed under a grant or other sponsorship, or undertaken with another person who has a duty to make or has made an assignment to ISU under this Section, shall be the property of ISU and shall be subject to this Section. Any Protectable Discoveries arising from a thesis or dissertation submitted as a part of the requirements for a degree shall be subject to this Section.
- 3. Assignment.** All persons, whether ISU employees or other persons subject to this Section, agree to assign and do hereby irrevocably assign to ISU all right, title, and interest to Protectable Discoveries, applications for legal protection of such Protectable Discoveries, and utility patents, process patents, plant patents, design patents, and plant variety protection certificates, or copyrights resulting from such Protectable Discoveries. ISU employees have a duty to refrain, and hereby agree to refrain, from any act that would impair or defeat ISU rights in any Protectable Discovery.

B. Ownership by Other than ISU. A Protectable Discovery discovered, developed, or conceived and reduced to practice by ISU employees or other persons wholly on their own time, outside the scope of their duties at ISU, not performed under contracts with ISU, and without the use of ISU facilities (other than library resources) shall belong to that person, even if it falls within the field of competence relating to the person's ISU position. This provision also allows any Protectable Discovery made by an ISU employee in the course of private consulting services carried out by the employee in conformance with ISU's policy on professional consulting and additional workload to be assigned to the consulting sponsor.

C. Disclosure, Protection and Commercialization Processes.

1. DI is responsible for the development, management, marketing, licensing of all Protectable Discoveries for which ISU claims ownership under this policy. DI will manage Protectable Discoveries in the best interests of the state, the Board and ISU. This may include the generation of revenue, but nothing in this policy is to be interpreted as a requirement that revenue be maximized for individual creators.
2. All Protectable Discoveries must be disclosed to DI. Inventors and creators can disclose Protectable Discoveries using the disclosure form available on the DI website at <http://www.isu.edu/research/innovation/>.
3. Upon disclosure of a Protectable Discovery to DI, DI will evaluate the Protectable Discovery to determine the appropriate way to protect and manage it. For example, DI will evaluate whether the Protectable Discovery should be protected by trade secret, whether a patent application is warranted, or whether more research is required before a decision can be made. In making this determination, DI will take into account applicable legal standards, the degree of completion of the research or discovery, the expenses associated with the various means of protecting the Protectable Discovery, and the market for and estimated returns from commercializing the Protectable Discovery. DI will communicate, as soon as practicable, its determination regarding whether ISU wishes to pursue commercialization and/or a patent or other legal protection. DI shall make reasonable efforts to complete its review and convey its determination to the person disclosing a Protectable Discovery within three (3) months after receiving a full and complete disclosure of the Protectable Discovery.
4. For so long as ISU owns the Protectable Discovery, DI will respond to reasonable requests for information from the persons involved in the invention of the Protectable Discovery and the college or center where the inventor(s) are located. Such information may include: a) the status of the application until such time that protection is granted, b) the marketing activities for the property being serviced, and c) an accounting for funds received from the property.
5. ISU's marketing and commercialization efforts may include, at the discretion of the DI, transfer of an interest in the Protectable Discovery to an affiliated research foundation established for the purpose of commercialization of intellectual property. Any such transfer shall be made in a manner consistent with this Policy and the applicable policies of the State Board.
6. If DI determines not to pursue commercialization of a Protectable Discovery, ISU may elect, at its sole discretion and subject to controlling federal law including but not limited to 37 C.F.R. §401 ("Bayh-Dole"), to reconvey, assign, and transfer the Protectable Discovery to those person(s) involved in its creation.

D. Ownership Questions. Questions as to the ownership of a Protectable Discovery or division of proceeds between persons involved in development of such discoveries and departments are referred in the first instance to the VPR&ED. The disputes will be decided in accordance with Section IX.

VIII. ROYALTIES AND INCOME

DI will make provision to share the net proceeds, management, protection, and licensing expenses of any Protectable Discoveries created by an ISU employee as follows:

A. Expenses. Legal, development, marketing, or other expenses incurred by ISU in relation to the intellectual property will be paid by ISU. Any net proceeds received by ISU from licensing the intellectual property will be first used to reimburse these expenses, prior to any distributions.

B. Distribution of Net Proceeds. Absent a valid written contract to the contrary, the net proceeds from licensing Protectable Discoveries created by an ISU employee or student and owned by ISU pursuant to Section VII.A are distributed as follows: 40 percent to the employee and/or student inventor(s), 40 percent to the ISU Office for Research and Economic Development, and 20 percent to the college(s) or service unit(s) of the inventor(s).

IX. DISPUTE RESOLUTION

From time to time, disputes occur concerning ownership or other matters relating to the intellectual property contemplated in this policy. Resolution of such disputes shall be achieved by the following procedure:

A. Submission to the VPR. Any disputes under this policy will be submitted to the VPR&ED for consideration and resolution. The VPR&ED may, but is not required to, form an Intellectual Property Dispute Committee to investigate and make a recommendation to the VPR&ED regarding the dispute. The Committee members may include faculty members, graduate students, and/or individuals outside of ISU and will be appointed by the VPR&ED. After receiving the recommendation of the Committee, if one is formed or, if such a committee is not formed, after reviewing the available information, the VPR&ED will make a decision concerning the matter and will transmit his/her decision in writing to the inventor(s), to their departmental administrator and dean, and to the Provost.

B. Appeal of the Decision of the VPR&ED. The decision of the VPR&ED may be appealed to the President of ISU. Further appeals shall be made as from any other decision of an administrative body under the laws of the State of Idaho in effect from time to time.

X. PROTECTION

From time to time, allegations of unauthorized use or infringement of intellectual property owned by ISU under this policy may occur. The handling of such allegations shall be as follows:

A. Allegations should be forwarded to the VPR&ED for investigation. The VPR&ED, with the assistance of the Office of General Counsel, will investigate and may form an ad hoc committee made up of faculty, staff, graduate students, and/or outside persons. After investigation, the VPR&ED will recommend appropriate action to the President.

B. If an enforcement action is initiated by ISU alone or in concert with the inventor(s), the costs will be borne as may be agreed upon by ISU and inventors. Proceeds from the action will be first used to

reimburse the expenses associated with the enforcement action, prior to any distributions. Any additional proceeds will be distributed as provided in Section VIII.B.

C. If the inventor(s) desire to institute a suit and ISU decides not to act, ISU will cooperate either by assigning to the inventor(s) such rights as are necessary for the inventor(s) to pursue redress or by some other reasonable method acceptable to ISU. The costs of the suit will be borne by the inventor(s) desiring to sue, who will also obtain any monetary relief obtained from the alleged infringer due to the prosecution of the suit.

XI. SPECIAL ARRANGEMENTS FOR FEDERAL, STATE, AND PRIVATE GRANTS

Nothing in this policy shall prevent ISU from accepting research grants from, and conducting research for, agencies of the United States upon terms and conditions under applicable provisions of federal law or regulations that require a different disposition of rights in any form of intellectual property. Moreover, nothing herein shall prevent cooperative arrangements with other state of Idaho or local agencies for research. Where receipt of a grant in support of research from any nonprofit agency or group may be dependent upon acceptance of terms and conditions of the established intellectual property policy of the grantor that differ from those stated herein, ISU may specifically authorize acceptance of such grants upon such terms and conditions. ISU may also specifically authorize contractual arrangements with industrial sponsors for different disposition of rights in any form of intellectual property resulting from its sponsored research. Provided however, that the terms of any such contractual arrangements must comply with the policies and guidelines of the SBOE and with Idaho state and federal laws.

XII. RECORD-KEEPING.

All ISU employees and/or departments involved in creating, preserving, or managing intellectual property as defined herein shall develop and follow appropriate record-keeping procedures and shall retain all documents as required by law and applicable State Board and ISU record retention policies.

XIII. REQUIRED ISU EMPLOYEE IP CONTRACTS

Attached are documents that all employees agree to as a condition of employment at ISU:

- Attachment A Employment Agreement Concerning Intellectual Property;
- Attachment C Disclosure of Invention Work in Progress; and
- Attachment D Disclosure of Prior Contracts.

To be used for students and/or third parties involved in research:

- Attachment B Memorandum of Understanding Regarding Research Participation and University Intellectual Property Rights;

XIV. ATTACHMENTS

- Attachment A Employment Agreement Concerning Intellectual Property;
- Attachment B Memorandum of Understanding Regarding Research Participation and University Intellectual Property Rights;
- Attachment C Disclosure of Invention Work in Progress; and
- Attachment D Disclosure of Prior Contracts.

PRESIDENTIAL CERTIFICATION

Date: _____

Approved by Arthur C. Vailas
President, Idaho State University

OGC use only:
Received by OGC on _____ by _____ (initial).

Published to ISUPP on _____ by _____ (initial).

Attachment A

EMPLOYMENT AGREEMENT CONCERNING INTELLECTUAL PROPERTY

PREAMBLE: ISU uses the following form of employment agreement concerning intellectual property.

ADDITIONAL NOTICE: ISU uses the Memorandum of Understanding form of agreement concerning intellectual property with non-employee students and third parties participating in ISU research activities. This allows the non-employee student to participate in ISU's patent/copyright income distribution program.

Employment Agreement Regarding Intellectual Property

Between

The Idaho State University and _____

As an employee of Idaho State University (ISU), I acknowledge that I am subject to the policies and rules of the State Board of Education published at the Idaho State Board of Education's website http://www.boardofed.idaho.gov/policies/policy_jump.asp and to the policies and procedures of ISU as published in the *Policy and Procedures*, <http://www.isu.edu/policy/7000/Research-Intellectual-Property.pdf>.

Pursuant to those policies, I hereby agree to the following:

A. With regard to Protectable Discoveries which include but are not limited to discoveries potentially protectable as a utility patent, plant patent, design patent, plant variety protection certificate, mask work, and trade secret:

- A-1.** I understand that under ISU Intellectual Property Policy (the "IP Policy"), ISU owns all Protectable Discoveries discovered, developed, conceived, or reduced to practice by ISU employees through work performed within the scope of their duties at ISU, by ISU employees using ISU resources not openly available to members of the general public, or by ISU employees or other persons through work performed under contracts with ISU.
- A-2.** Consistent with my obligations under the IP Policy, as a condition of my employment by ISU, I do hereby irrevocably assign to ISU all right, title, and interest to all Protectable Discoveries discovered, developed, conceived, or reduced to practice by me through work performed within the scope of my duties at ISU, using ISU resources not openly available to members of the general public, or through work performed under contracts with ISU, except to the extent ISU has expressly waived its claim of ownership in writing.
- A-3.** I will disclose to ISU's Division for Innovation (DI) all Protectable Discoveries subject to a claim of ownership by ISU under the IP Policy. If in doubt about the ownership or protect ability of a discovery, I will confer with DI.
- A-4.** I will exercise my best efforts in providing relevant documentation and will participate in actions to affirm and/or secure the rights, title and interests of ISU in such Protectable Discoveries.

A-5. I will refrain from any actions that would diminish or defeat ISU’s rights in Protectable Discoveries, including any action which might create a statutory bar preventing grant of patent on an otherwise patentable invention. I recognize that publication, public use, sale or offering for sale of such Protectable Discovery may create a statutory bar. When in doubt, I will consult with DI.

B. With regard to copyrightable works, as defined in the IP Policy:

I acknowledge that copyrightable works that I create may be the property of ISU, as explained in the IP Policy. I acknowledge that I have read these provisions and agree to them. Consistent with my obligations under the IP Policy, as a condition of my employment by ISU, I do hereby irrevocably assign to ISU all right, title, and interest to any copyrightable works to which ISU claims ownership under the IP Policy. I will cooperate with reasonable requirements of ISU to promptly assign or confirm in writing any possible right I might otherwise have in any copyrightable work when such right belongs to ISU according to the IP Policy.

C. I agree to inform all students and visiting scholars wishing to participate in my university research programs, about the ISU “Memorandum of Understanding Regarding Research Participation and ISU Intellectual Property Rights” available from the DI. I will not allow any student or visiting scholar to participate in my university research program who has not signed a copy of the “Memorandum of Understanding Regarding Research Participation and ISU Intellectual Property Rights” or an alternative document negotiated between ISU’s DI and the individual.

D. Attached to this contract are Disclosure of Invention Work in Progress, and Disclosure of Prior Contracts (together the “Disclosures”). The Disclosures set forth inventions and/or work with prior employers or firms with which I currently consult that may be Protectable Discoveries. The work referenced in the Disclosures is excluded specifically from ISU’s ownership claims so long as no ISU facilities (other than library resources) are used in further development of the works referenced in the Disclosures.

E. I acknowledge that I am under no consulting or other obligation to any third person, organization or corporation that is in conflict with ISU’s Research Policies or this Intellectual Property Agreement with respect to rights to Protectable Discoveries or copyrightable works. **[NOTE - Any individual who believes that she/he cannot comply with this provision must contact either ISU Office for Research and Economic Development or Division for Innovation.]**

Signature _____ Title _____

Printed Name _____ Date _____

Attachment B
Memorandum of Understanding Regarding Research Participation
And ISU Intellectual Property Rights

This memorandum of understanding is entered into by _____, a student or third party at Idaho State University (“participant”), _____, a professor/researcher at Idaho State University (“faculty”), and Idaho State University (“ISU”).

The participant is involved in research activities or enrolled in _____, which may involve working on research or design projects. These activities or projects may or may not result in the development of intellectual property in which Idaho State University and/or a sponsor may have a proprietary interest.

Therefore, it is important that the participant, faculty, and ISU have a full understanding of the participant’s rights and obligations regarding these proprietary interests, and intellectual property. This memorandum sets forth the understanding of the parties.

- A. The participant acknowledges receipt of copies of the relevant intellectual property policies of the State Board of Education and the ISU Intellectual Property Policy.
- B. The participant agrees to promptly disclose any discoveries he/she makes that may be protectable under any intellectual property theory, including but not limited to patent, copyright, mask work, and trade secret.
- C. The participant has the right to submit any thesis, dissertation, or other academic product based upon or resulting from their work as part of the fulfillment of the requirements for obtaining an undergraduate, masters, or doctoral degree from ISU resulting from collaboration with ISU provided that such submission is done in a manner that does not create a statutory bar to the later grant of patent rights in an otherwise protectable discovery.
- D. As a condition of and in exchange for the opportunity to participate in these projects and the right to receive royalties, the participant does hereby irrevocably assign to ISU all right, title, and interest to any copyrightable works relating to these projects and any Protectable Discoveries (as defined in the ISU Intellectual Property Policy), applications for legal protection of such Protectable Discoveries, and including but not limited to utility patents, process patents, plant patents, design patents, and plant variety protection certificates resulting from these projects. This assignment vests rights in ISU as provided for in ISU’s Intellectual Property Policy and is subject to the participant’s right to share in royalties in the same manner as employees of ISU. Participant agrees to cooperate with reasonable requirements of ISU to promptly assign or confirm in writing any possible right participant might otherwise have in any copyrightable work or Protectable Discovery when such right belongs to ISU according to the IP Policy.

Participant _____ Date _____

Supervising Faculty _____ Date _____

Attachment C

DISCLOSURE OF INVENTION WORK IN PROGRESS

This disclosure is made this ___ day of _____, 20__, as part of that Employment Agreement Regarding Intellectual Property between Idaho State University (ISU) and _____, a student or employee of ISU (the “Inventor”), dated this ___ day of _____, 20 __. This Disclosure lists all inventions and developments of the Inventor made prior to employment by, or matriculation as a student at, ISU. Subject to ISU legal review and verification by ISU’s Office for Innovation, ISU acknowledges that the inventions and developments listed below constitute the property of the Inventor or the party with whom the Inventor has contracted. A brief description of each invention is provided.

INVENTION	DATES OF WORK	RIGHTS OWNED BY

Attachment D

DISCLOSURE OF PRIOR CONTRACTS

This disclosure is made this ___ day of _____, 20__, as part of that Employment Agreement Regarding Intellectual Property between Idaho State University (ISU) and _____, a student or employee of ISU (the “Inventor”), dated this ___ day of _____, 20 __. This Disclosure lists all contractual obligations of the Inventor entered into prior to employment by, or matriculation at, ISU. Subject to ISU legal review and verification by ISU’s Office for Research Innovation, ISU acknowledges that prior contracts that remain in effect may be honored by the Inventor. A brief description of each contract is provided below. The types of contracts listed below include, but are not limited to: employment, non-disclosure, non-compete, and fiduciary obligations.

COMPANY OR PERSON	TYPE OF CONTRACT	RELEVANT TERMS
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