University Of Washington
Special Committee on Intellectual Property and Commercialization
3:30 p.m. – 5:00 p.m., April 30, 2013
26 Gerberding Hall

Agenda:
1. Call to Order
2. Review of Minutes from November 27th, January 29th and February 26th Meetings
3. Latest Draft of IP Agreement Form
4. Review of IP Policy at Peer Institutions
5. Timeline for Moving Forward
6. Adjourn

1. Call to Order
Chair Astley called the meeting to order at 3:30 p.m.

2. Review of Minutes from November, January and February Meetings
Minutes from November 27th, January 29th and February 26th meetings were not approved. Astley asked members if they have reviewed the minutes prior to the meeting but they had not. An email will be sent out afterwards asking members to review the minutes and approve them via an email vote.

3. Latest Draft of IP Agreement Form [Exhibit A]
Johnson briefly presented IPMAC’s latest draft (April 2013) of a proposed IP Agreement Form. IPMAC is currently proposing this document would only be signed by faculty engaged in activities that are at higher risk for IP loss (e.g., requesting approval for outside work compensation, etc), rather than having all faculty sign the agreement. Astley reminded the council that the purpose today was not to wordsmith this April draft of the IP Agreement. Before the merit and content of this document can be assessed, all agreed a rigorous review of IP policy at peer institutions must be conducted.

4. Review of IP Policy at Peer Institutions
Mike Hatch, a doctoral student in the College of Education with a focus on intellectual policy in higher education, introduced a project he has been working on as an intern under the direction of Fred Holt (Director of Strategic Initiatives, C4C). Astley is a member of his dissertation committee. The goal of Mike’s intern project is to compare and contrast IP policies across our peer institutions. The report is intended to help inform IP policy revisions at the UW. The project is currently in the design phase. The conversation centered on which institutions to include; what key information we would like to see tabulated in the report (e.g., what proportion of institutions are proposing present assignment language; how is scholarship defined, how are online courses addressed, etc); and what methods should be used to obtain information (e.g., web searches, key informant interviews). We agreed that all core documents/policies from the peer institutions should be converted to pdfs and stored electronically as support documentation for the final report. Astley requested that SCIPC be given an opportunity to contribute to the project’s objectives, design, and methods before data collection commences.

Astley shared with the group that she too spent time the previous week reviewing IP policies from peer institutions. She noted the tremendous range in policies (from up-to-date to out-of-date; from detailed and informative to superficial and uninformative). Overall, two things were clear: 1) there is much to learn from our peer institutions, and 2) UW IP policy is in need of update and revision.
5. **Timeline for Moving Forward**
The next and final meeting for this quarter is May 30. Meetings will begin again in the Fall. The goal for summer is to complete the Review of IP Policy at Peer Institutions.

6. **Adjourn**
The meeting was adjourned by Chair Astley at 4:30 p.m.

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*Minutes by Grayson Court, Faculty Council Support Analyst, gcourt@uw.edu*

**Present:**  
Faculty: Astley (Chair), Storti, Sparke, Shen  
Presidential Designee: Johnson  
Ex-Officio: Miller  
Invited Guest: Mike Hatch

**Absent:**  
Faculty: Olavarria, O’Neil

Exhibit A  
IP Agreement (IPMAC April 2013 draft)
Copyright and Invention Agreement

This agreement serves two important purposes. First, it assures that each individual faculty member or other researcher has personal ownership of his or her copyrightable scholarly works. Second, it assures that the rights to inventions are protected in advance from being transferred (intentionally or accidentally) to outside parties in ways that could: (1) deprive faculty members and the University of rights promised to them by the UW’s Patent, Invention, and Copyright Policy and (2) subject them to claims of breach of contract or ethics violations.

On this basis, the undersigned Researcher and the UW agree to the following:

1. **Public Domain.** The UW agrees that the Researcher is free to place any of his or her creations or inventions in the public domain if the Researcher has the consent of the Principal Investigator and any co-creators, and if doing so does not violate any other agreements, including agreements within the UW.

2. **Scholarly Work.** As between the UW and the Researcher, the UW agrees that the Researcher should have all copyrights in his or her scholarly work and that such Scholarly Work will not be considered “work made for hire” by the UW. To this end, the UW disclaims its interests in such Scholarly Work and assigns to the Researcher any rights and interests it may be deemed to have acquired.

   The term “Scholarly Work” means the Researcher’s original contributions within his or her field of academic research and the Researcher’s course materials, created independently and at his or her own initiative. It does not include inventions or UW Products, as defined below. Creations placed in the public domain in a manner that precludes their protection by patent or by trade secret and software released broadly at no charge are deemed to be part of the Researcher’s Scholarly Work. “Course materials” are the Researcher’s Scholarly Works used for conducting courses, including lectures, lecture notes, materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and software created for purely educational purposes.

   The term “UW Products” means 1) works produced for the administrative operation of the UW (for example, contributions to departmental web pages, memos, spreadsheets, databases, or newsletters); 2) research data produced as part of a research effort involving more than one researcher; 3) works commissioned in writing by the UW and supported by a direct allocation of funds or release time for a specific project defined by the UW and 4) works to be delivered to another under a contract of the UW.

3. **Inventions.** The Researcher agrees to disclose to the UW all Inventions conceived or first reduced to practice in the course of his or her UW work or using significant UW resources. With respect to each Invention as it is conceived or reduced to practice, the Researcher hereby assigns to the UW all his or her right, title, and interest.

   The term "Invention" means any new, non-obvious, and commercially useful process, machine, manufacture, composition of matter, software, or design, or any new and useful improvement thereof, that is not in the public domain.

   Researcher: ________________________________  UW: ________________________________