MINUTES OF THE C-FACULTY SENATORS COUNCIL MEETING OF APRIL 24, 2018

The New York University Continuing Contract Faculty Senators Council (C-FSC) met at noon on Tuesday, April 24, 2018 in the Global Center for Academic & Spiritual Life at 238 Thompson Street, 5th Floor Colloquium Room.

In attendance were Senators Aldrich, Davis, Ferguson, Gershman, Howard-Spink, Illingworth, Jahangiri, Killilea, Liston, Renzi, Sacks, Saravanos, Slater, Steeves, Stehlik, Watkins, White, Williams, Youngerman; Alternate Anderer (for Carter), Funk, Kleinert, Lee (for Borowiec), Ritter, Shullenberger, and Talib.

APPROVAL OF THE AGENDA

Upon a motion duly made and seconded, the meeting agenda was approved unanimously.

APPROVAL OF THE MINUTES OF THE MEETING HELD APRIL 5, 2018

Upon a motion duly made and seconded, the minutes of the April 5, 2018 meeting were approved unanimously.

SPECIAL PRESENTATION

Special Guest: Shakera Turi, Office of Equal Opportunity (OEO) Deputy Director

Title IX Workshop

See attached Document G.

Shakera Turi, Deputy Director of the Office of Equal Opportunity (OEO), presented. She stated the OEO is responsible for many functions at NYU, one of which is the University’s sexual misconduct policy and Title IX compliance.

She stated the OEO has received requests throughout the university community on information on Title IX and how to report incidents. In response, the OEO has been providing trainings across the university. They will next be rolling out an online module that will brief the university community on the various policies and also provide live sessions.

Different than previous trainings, these trainings will be mandated by the University. She noted the following policies will be covered in the workshops: 1) university sexual misconduct, relationships, violence, and stalking policy, 2) policy on consensual intimate relationships, 3) nondiscrimination and anti-harassment policies, and 4) procedures for employees and for students.

The topics covered in both the online module and the in-person live sessions include what is prohibited conduct under these policies.

The topics will also address questions such as: 1) what are your obligations to report?, 2) what if you are made aware of something, what if someone reports something directly to you, how do you get that to the right person within the university?, 3) what is your obligation under our university policy, how do you report that?
The trainings will also provide information on the resources available on and off campus.

There are two ways to complete this requirement: 1) in-person workshops or 2) an online module via iLearn, through the home portal in NYU Home.

In response to a question, Turi noted she believes adjunct faculty will also be required to participate. Deans will also be required as well as the global sites.

A Senator suggested that the email sent all faculty makes it clear this new mandated requirement is based on New York state pending legislation, and not a decision made by the governance channels of University.

In response to a question on school specific issues, Turi responded this project is for the entire university community, not specific to schools, and it is one universal policy. The case studies in the training are intended to use understandable language applicable to everyone in the university community.

A Senator asked for clarification on the definition and responsibility of responsible employees.

Turi responded any employee in a leadership or supervisory role, such as faculty senators, would constitute responsible employees as defined as by the policy. She stated anything that is reported to responsible employees that might fall within the scope of the sexual misconduct policy needs to be reported to the OEO. She stated her office is a compliance office focused on ensuring the University is appropriately responding to all situations and that all community members know their rights and resources.

In response to a question regarding tracking the completion of the mandatory training, Turi responded this information will be shared with the human resources office of the various schools and administrative units.

Turi thanked the Council and noted there will be additional opportunity to provide feedback once the trainings are rolled-out.

**STEERING COMMITTEE ELECTION**

**Call for Nominations and Vote**

Chairperson Killilea called for nominations for Steering Committee members. She read the list of those already nominated: Lauren Davis from Tisch, John Gershman from Wagner, Leila Jahangiri, College of Dentistry, Mary Killilea from Faculty of Arts and Science (FAS), Tommy Lee from Tandon, Antonius Saravanos from the School of Professional Studies, Larry Slater from the Rory Meyers College of Nursing, and Beverly Watkins from the College of Global Public Health.

She noted Davis, Gershman, Jahangiri, Killilea, Slater, and Watkins currently serve on the Steering Committee.

Ethan Youngerman from FAS was nominated from the floor. He accepted the nomination.

The election of the seven members of the Steering Committee took place by secret ballot.

Vice Chairperson Stehlik and Karyn Ridder, Manager of Faculty Governance, supervised the counting of the ballots. The result was tie vote. A runoff election for the last seat on the Steering Committee, between candidates Antonius Saravanos from the School of Professional Studies, John Gershman from Wagner, and Ethan Youngerman from Faculty of Arts and Science (FAS) took place by secret ballot.

Stehlik reported the results of the election: Lauren Davis, Leila Jahangiri, Mary Killilea, Tommy Lee, Larry Slater, Beverley Watkins, and Ethan Youngerman will serve as Steering Committee members for academic year 2018-2019.
REPORT FROM THE CHAIRPERSON: MARY KILLILEA

See attached Document A: C-FSC Chair Update

Discussion/Questions on Chair’s Report

Student Occupation of the Kimmel Center

Chairperson Killilea attached the letter from concerned faculty and the response by President Hamilton regarding the occupation of the Kimmel Center for University Life by student groups NYU Divest and SLAM. See attached Document A.

It was suggested this issue be examined by the Judicial Board next academic year, specifically the handling under the new student conduct policies.

Senate Discussion of the GNU

Killilea reported at the upcoming April 26, 2018 Senate meeting the agenda will include a discussion of the following topics: 1) discussion of how to navigate the challenges and limitations of the GNU (legal, geographical and any others), and 2) discussion on broader philosophical and ideological perspectives of the Global Network.

University’s Administrative Process Improvement Initiative (APII)

Killilea reported Document E in the packet provides an update on the Administrative Process Improvement Initiative (APII). She noted representatives from McKinsey are willing to set-up a meeting with the Council, if the Council is interested.

Retreat and End of Year Event

Killilea asked for feedback on the retreat and end of year event, which will take place directly after the retreat. She asked for the preference for hosting a cocktail reception versus a sit-down dinner. The Council voiced preference for a cocktail reception. She stated incoming Senators and Alternates will also be invited.

She thanked Senators and Alternates and noted the great work of the Council over the academic year. She recognized those that will be stepping down from the Council.

The Chair’s Report was accepted into the minutes.

PRESENTATION, DISCUSSION, AND VOTE

Review of Statement of Policy on Intellectual Property

See attached Document C.

Alternate Senator Kleinert reported the joint senate administration and technology committee met yesterday and discussed the revised statement of policy on intellectual property. This statement applies to all of the schools at New York University with the exception of the School of Medicine (SOM). The SOM has its own policy, which will supersede this policy.

The policy was revised in 2012 and then taken upon again by the committee to make additional revisions. The revisions that have been made apply specifically to the part of the policy around patents. Mark Righter shared that this particular policy ranks as the best of these policies of any college or university in the United States. The purpose behind the way this policy is to encourage entrepreneurship. It is also thought to be an important way in which to attract and recruit faculty to the University.
He noted President Hamilton, who has reviewed the policy and the changes, is very supportive of the policy.

Kleinert reported the Committee unanimously elected to support it.

By unanimous vote, the policy was endorsed by the Council.

**Report on Shared Governance Survey**

*See attached Document F.*

Chairperson Killilea reported on the status of the report on the Shared Governance survey. The Council, along with the T-FSC, conducted a survey last year on shared governance. The C-FSC Committee began analyzing the data and the T-FSC also developed a report. The T-FSC approved their report at their last meeting. It was then posted on their website as a joint report before the C-FSC had the chance to approve.

Senator Renzi noted one of the items that will be included in the Senate Committee on Organization & Governance (SCOG) report is a recommendation that Councils try to coordinate their schedules and support collaboration.

Senators expressed concerns regarding the report. One concern is the reporting of direct comments, which threatens anonymity. There was also a lack of summarizing the comments or providing quantitative tables. Senators also stated the Liberal Studies data should be separate from the Faculty of Arts and Science. Senators also noted the low response rate overall is an issue. Senators showed support for not approving the document.

Killilea noted at the Steering Committee’s request, the T-FSC removed the report from their website.

Senators expressed concern regarding the lack of collaboration offered by the T-FSC.

The Steering Committee will draft an email to the T-FSC Executive Committee expressing the C-FSC’s position and concerns, including a statement on the C-FSC non-endorsement of the report and its release.

**Amended Statement on “Professor Emerita; Professor Emeritus” in Faculty Handbook**

*See attached Document D.*

Killilea presented the memo from Carol Morrow regarding the proposed amended statement in the Faculty Handbook, incorporating the already approved amendment granting emeritus status to both tenured and full-time continuing contract faculty. This motion is to officially approve amending the Faculty Handbook to incorporate this approved amended statement.

The amendment to the Faculty Handbook was passed by vote of the Council.

**COMMITTEE REPORTS**

*See attached Document B: Committee Reports*

**Discussion/Questions on the following submitted reports:**

**Faculty Benefits & Housing**

Senator Renzi noted this report is in response to a charge from the Steering Committee to report on housing and benefits priorities for continuing contract faculty, based on discussions with the council and with constituents, and the results of the University-wide work-life survey conducted last year. A Senator asked about rental assistance. Renzi stated what came out of the survey was specifically about purchase assistance.
Personnel Policies & Contract Issues

Senator White reported the Committee is continuing review of the Meyers College of Nursing: Policy for Appointment, Reappointment, and Promotion of Full-Time Continuing Contract Faculty and based on timing at end of semester, they will need to finalize review in early fall, working with the T-FSC Committee.

Ad Hoc Committee on Tuition Remission and Portable Tuition

Renzi stated the Committee concluded work on its final report, which will be addressed to Executive Vice President Martin Dorph and which will also be shared with the Senate councils. It is expected that the University will take these recommendations under consideration over the summer and will be ready to announce any changes to tuition benefits at the first meeting of the Senate in fall 2018.

He noted given the current debate on federal tax code, the recommendations are small adjustments. This includes increasing employee tuition benefits from 90% to 100%, and raising the salary cap from $50,000 to $100,000 and implementing a 529 savings plan option for New York State resident employees.

In response to a question on portable tuition, Renzi responded the only way to increase the portable benefit was by decreasing the current NYU benefit. It was noted the administration has concerns over taking away a benefits. He also noted the problem with portable tuition is the amount offered counts against the available financial aid for the student.

No Discussion/Questions on the following submitted reports:

Communications
Educational Policies & Faculty/Student Relations

The reports were accepted into the minutes.

ADJOURNMENT

The meeting adjourned at 2:00 PM.
C-FSC—Chair’s Report
Chairperson Mary Killilea

Report for April 24, 2018

1. **Response to student occupation of Kimmel**
   I have attached a letter from Mary Nolan, a FAS faculty member, to President Hamilton and President Hamilton's response.

2. **Senate discussion of the GNU**
   The April 26, 2018 Senate Agenda will include a discussion of the following topics:
   - Discussion of how to navigate the challenges and limitations of the GNU (legal, geographical and any others.)
   - Discussion on broader philosophical and ideological perspectives of the Global Network.

3. **Update regarding the University's Administrative Process Improvement Initiative (APII)**
   Representatives from McKinsey will send an update before our meeting on Tuesday which I will share as soon as I get it.

4. **Save the Date for the C-FSC End of the Year Retreat and Celebration**
   We will have our annual retreat and celebration on Wednesday May 23, 2018. Do people have a preference of sit down dinner or an extended cocktail hour?

5. **Thank you for a great year!**
   It’s been a pleasure working with all of you this year.
Dear Faculty Colleagues,

Thank you for your letter of April 13, 2018. We are glad for the opportunity to clarify some of the issues you raised.

Let me start by saying that we fully respect students’ right to protest. I think that shows in the timeline leading up to last Tuesday’s developments.

By way of background: the week before last, the students occupied our admissions center for several days during its business hours, moving on to the Kimmel Center later in the week. They insisted on three demands: that the Board take a new vote under student supervision and divest from fossil fuels; that a student be placed on the Board of Trustees; and that the Board make itself available for a town hall meeting to be run by NYU Divest.

Throughout the week of April 2nd, they were warned about the consequences. At no time during this extended period did the University move forward with disciplinary proceedings.

They asked for a written response to their demands, which we provided.

The following Monday, the students arrived at Kimmel and indicated that they were going to occupy its lobby area round-the-clock until their demands were met (Kimmel closes at 11:00 pm each night).

Throughout the week before last and repeatedly on Monday, they were warned that if they disrupted University operations by staying overnight or engaging in other disruptive activities, they would be subject to University discipline. University representatives suggested several times that they carry on their protest until Kimmel closed and then come back during business hours the following day to resume their protest.

In the end, despite the many warnings Monday and previously, a group of 19 students elected to stay overnight. They were informed the next day that the University would proceed with the disciplinary process.

As to what occurred next: It is NYU’s longstanding practice to notify parents when disciplinary cases may affect their son’s or daughter’s status at the University. This is not a new practice, nor is it confined to circumstances involving disruptions of University operations.

This practice of calling parents is in place precisely because there are instances in which the implications for students may be serious. It emerges from our institutional instinct to protect students. And, in fact, the parents largely expressed gratitude for our reaching out to them.

It is simply the case that the sanction of suspension does carry secondary impacts, including upon housing of those in NYU housing (they are not permitted to stay) and potentially on
financial aid, owing to 1) requirements for students to be enrolled and 2) the way the federal government requires progress towards a degree.

As I said earlier, and as we said to the students repeatedly, we fully respect students’ right to exercise free speech and to protest a University position. But disrupting University operations is not the same thing as dissent, and it subjects students to disciplinary proceedings. As Chemerinsky and Gillman said in their recent book, *Free Speech on Campus* (Yale University Press, 2017)…

> A campus can’t prevent protestors from having a meaningful opportunity to get their views across in effective way.

> A campus can impose time, place, and manner restrictions on protests for the purpose of preventing protestors from disrupting the normal work of the campus, including the educational environment and administrative operations.

And let me put another matter to rest: all the students were treated precisely the same. They received the same counsel, the same warnings, and the same treatment. There was certainly no targeting based on economic background. Any claim to the contrary is false.

In any case, I think the ultimate outcome is very much worth noting: after speaking with the Student Conduct office on Tuesday, none of the students stayed over a second night. The University, in turn, notified the students that it would not proceed with the disciplinary process.

I appreciate your sharing your thoughts, and I hope this provides some clarity.

Sincerely,

Andrew Hamilton
Dear President Hamilton,

We write to you as members of the NYU faculty to express grave concern regarding the administration’s response to the occupation of the Kimmel Center for University Life by student groups (NYU Divest and SLAM). These students occupied Kimmel with a simple and reasonable request: to have the opportunity for conversation with the Board of Trustees regarding the University’s investments. We have learned that, in response to the occupation, the student affairs office contacted participating students and their parents and threatened to withdraw financial aid and housing. We oppose this punitive and unethical effort to intimidate and target the most vulnerable of our valued student activists, including in this case a transfer student who is a recipient of NYU’s program for Puerto Rican students displaced by Hurricane Maria. Since the protest was rooted in criticism of current university policies, the heavy-handed threats appear to be especially vindictive.

We support students’ unequivocal right to free speech and assembly. Their peaceful occupation of university space is an exercise of that right and respecting that right is vital to preserve academic freedom and open dialogue in a university setting. NYU is an institution that prides itself on its global and liberal dimensions, devoted to openly encouraging students who engage with the world around them. It has a clear responsibility to nurture and protect academic freedom, inclusive of student voices even, or especially when, they are critical of administrative policies.

We are dismayed that the administration is applying measures that undermine students’ independence and privacy by informing on them to their parents, and threatening to put their housing and funding in jeopardy. These penalties are particularly threatening to first-generation university students and students from marginalized backgrounds who are disproportionately dependent on financial aid. In effect, the administration is communicating that not all student voices are respected equally, and that those most vulnerable will face the harshest sanctions. These actions set a dangerous precedent. We fear that the long-term impact will chill the campus culture of free speech and deter student activism at a time when, nationally, many diverse populations are raising their voices against unjust policies.

We strongly condemn the actions taken by the Student Affairs office in response to these protests. We demand that you guarantee that no student involved in the occupation of Kimmel loses their housing or financial aid, and that this will not be a tactic used in response to future student actions on campus. In doing so, you will be displaying an unequivocal commitment to academic freedom and free speech within the NYU community.

Sincerely,

1. Sinan Antoon, Associate Professor, Gallatin
2. John Archer, Professor, English
3. Cristina Beltran, Associate Professor, SCA
4. Paula Chakravartty, Associate Professor, Gallatin and MCC
5. Stephen Duncombe, Professor, Gallatin and MCC
6. Lisa Duggan, Professor, SCA
7. Linda Gordon, University Professor of the Humanities,
   Florence Kelley Professor of History
8. Manu Goswami, Associate Professor, History
9. Greg Grandin, Professor, History
10. Rebecca Karl, Professor, History
11. Arang Keshavarzian, Associate Professor, Middle Eastern and Islamic Studies
12. Anna McCarthy, Professor and Chair, Cinema Studies
13. Mara Mills, Associate Professor, MCC
14. Nicholas Mirzaeoff, Professor, MCC
15. Fred Moten, Professor, Performance Studies
16. Molly Nolan, Professor, History
17. Vasuki Nesiah, Associate Professor of Practice, Gallatin
18. Crystal Parikh, Associate Professor, English and SCA
19. Sonya Posmentier, Assistant Professor, English
20. Andrew Ross, Professor, SCA
21. Diana Taylor, University Professor, Professor, Performance Studies and Spanish
22. Maureen N. McLane, Professor, English
23. Laura Slatkin, Professor, Gallatin
24. Elizabeth McHenry, Associate Professor, English
25. Lenora Hanson, Assistant Professor, English
26. Sinclair Thomson, Associate Professor, History
27. Toral Gajarawala, Associate Professor, English
28. Robert Vorlicky, Associate Professor, Drama
29. Ann Pellegrini, Professor, Performance Studies and Social and Cultural Analysis
30. Aviva Slesin, OpenArts, Tisch
31. Juliet Fleming, Professor, Department of English
32. Michele Mitchell, Associate Professor, History
33. Brett Gary, Associate Professor, Media, Culture and Communication
34. Robert Cohen, Professor, Teaching & Learning
35. David W. Hogg, Professor of Physics and Data Science
36. Sibylle Fischer, Associate Professor, Spanish, History, and CLACS
37. Carolyn Dinshaw, Silver Professor, English and Social & Cultural Analysis
38. Peter Nicholls, Henry James Professor, Department of English
39. Kim Phillips-Fein, Associate Professor, Gallatin and History
40. Rajeswari Sunder Rajan, Global Distinguished Professor, Department of English
41. Zachary Lockman, Professor, MEIS and History
42. Jini Watson, Associate Professor, English
43. Dipti Desai, Associate Professor, Art & Art Professions
44. Hala Halim, Associate Professor, Comparative Literature and Middle Eastern Studies
45. Patricia Crain, Professor, English
46. Helga Tawil-Souri, Associate Professor, Media, Culture, and Communication
47. Mohamad Bazzi, Associate Professor, Journalism
48. G. Pryor, Associate Professor, Art & Art Professions
49. T. Urayoán Noel, Associate Professor, English & Spanish and Portuguese
50. Emanuela Bianchi, Associate Professor, Comparative Literature
51. Jeff Goodwin, Professor, Sociology
52. Andrew Weiner, Assistant Professor, Art & Art Professions
53. Marie Cruz Soto, Clinical Assistant Professor, Gallatin School
54. Teresa Feroli, Associate Professor of English, Tandon
55. Marion Katz, Professor, MEIS
56. Hannah Gurman, Clinical Associate Professor, Gallatin
57. Patrick Deer, Associate Professor, English
58. Kathy Engel, Associate Arts Professor, Department of Art & Public Policy, Tisch
59. Jessica Hamlin, Assistant Clinical Professor, Art & Art Professions
60. Timothy J Reiss, Professor Emeritus, Comparative Literature
61. Gianpaolo Baiocchi, Associate Professor, Gallatin and Sociology
62. Jim Uleman, Professor of Psychology, FAS
63. Dara Rossman Regaignon, Associate Professor of English & Director of the Expository Writing Program
64. Sukhdev Sandhu, Associate Professor of English
65. Moss Roberts, Prof of Chinese
66. Paul Thompson, Associate Professor of Film and Television, Tisch.
67. Cecilia Márquez, Assistant Professor, Social and Cultural Analysis
68. Sara Pursley, Assistant Professor, MEIS and History
69. Gary Anderson, professor, Steinhardt School of Culture, Education, and Human Development
70. Sharon Friedman, Associate Professor, Gallatin School
71. Dean Saranillio, Assistant Professor, Social and Cultural Analysis
72. Bella Mirabella, Associate Professor, Gallatin School
73. Alexander R. Galloway, Professor, MCC
74. Robin Nagle, Liberal Studies & CAS
75. Christine Harrington, Professor of Politics
76. Stephanie Harves, Clinical Associate Professor, Linguistics
77. Wendy Lee, Assistant Professor of English
78. Monica Kim, Assistant Professor, History
79. Sam Bowman, Assistant Professor, Data Science and Linguistics
80. Arun Kundnani, Visiting Assistant Professor, Media, Culture, and Communication
81. Ailis Cournane, Assistant Professor, Linguistics
82. Zhen Zhang, Associate Professor, Cinema Studies
83. Feng-Mei Heberer, Assistant Professor, Cinema Studies
84. Robert Stam, University Professor (Cinema Studies)
85. Chris Straayer, Associate Professor, Cinema Studies
86. Bertell Ollman, Professor of Politics
87. Hartry Field, Professor of Philosophy
Report from C-CFSC Communications Committee
Vicky Steeves (chair), Scott Illingsworth (vice chair)

Date: April 19, 2018

The Committee has completed an environmental scan of 70+ US universities and colleges with open access policies to see the prevailing themes common amongst them. Data was gathered from the ROARMAP project.

Among the major findings, we found that 76% of policies are opt-out, meaning faculty are compelled to archive an open access copy of their work and if they cannot for whatever reason (a patent, you want to sell a play, etc.), then they must obtain a waiver. It's worth noting, we are basically in an opt-in right now, where NYU has the infrastructure for faculty to self-archive all their scholarship in the institutional repository (the Faculty Digital Archive).

The other major finding was that 89% of policies require faculty to deposit their work in the institutional repository (e.g. the Faculty Digital Archive). The remaining 11% either say “subject repository or institutional repository” or don’t specify a venue. Examples of subject repositories are SocArXiv (social sciences), EarthArXiv (earth and geosciences), Humanities Commons (humanities), and arXiv.org (physics, math, computer science). There are many more across disciplines.

The Committee's next step is to draft an open access commitment statement in advance of the full policy.

Respectfully submitted,
Vicky Steeves
In response to a charge from the Steering Committee to inform the direction of the University’s Work-Life Office, the Committee on Faculty Housing and Benefits makes the following report on housing and benefits priorities for contract faculty.

Our report draws on our long experiences with these issues, discussions with the council and with constituents, and the results of the University-wide work-life survey conducted last year.

We have identified the following priorities. We discuss each below, and also append relevant results from the recent work-life survey.¹

- Housing and purchase assistance
- Family Care: child care, adoption, schooling, elder care
- Teaching schedules
- Educating constituents about available benefits
- Personal and professional support
- Retirement planning

Housing

The high cost of housing in the New York-area is the primary issue for contract faculty. While cognizant that this is an issue appreciated both within the University administration and among the Board of Trustees, we also acknowledge that it is one about which the University can do little directly to ameliorate. Our recommendations are therefore informed by a sense of realism about how the high costs of New York real estate constrains the University’s aspirations.

1. Housing purchase assistance. We urge the University to develop a needs-tested program of shared equity purchase assistance and an employee mortgage program.

2. Together with our concerns outlined below, we urge that work-life policies be informed by the constraints of the New York housing market. In particular, policies should reflect the reality that the vast majority of contract faculty do not live in University housing and frequently must devote substantial time, effort, and expense to commuting to campus.

Family Care

Contract faculty share a number of family care concern. Chief among them are the desirability of supporting faculty with child care responsibilities, and recognizing that these fall disproportionally on women early in their careers.

1. Child care support benefits targeted to early-career faculty.

¹. We omit discussion of accommodation of faculty with disabilities and of tuition remission benefits. Each of these is already being addressed by the University separately.
2. Support for family care concerns such as adoption, emergency child care, travel and conference child care, elder care, and assistance with schooling options.

Teaching Schedules

Because contact faculty are hired primarily to fulfill instructional needs, we have relatively less flexibility in our teaching assignments in comparison to tenure-line faculty. Given the realities of the University’s class schedule, early morning and late afternoon classes therefore have a disproportionate impact on contract faculty, whether because of domestic responsibilities or long commutes. At the same time, we are also concerned that scheduling demands should not fall inequitably on faculty who may be without such responsibilities or who may live more proximately to campus.

1. We urge that the University’s work-life initiatives recognize the special constraints faced by contract faculty, and that the University, and its schools, departments, and programs, act affirmatively to accommodate contract faculty when setting teaching schedules.

Education about available benefits

Raising awareness about available benefits is an issue of long concern and one that has proven difficult to improve. Of particular concern are the low rates of utilization of tax-advantaged benefits such as those for commuting, health care, and dependent care costs. We urge that the University adopt a much more proactive approach to informing faculty and staff about these benefits, recognizing that personal contacts are more effective than mass communications.

1. Orientations for new department chairs that include a specific charge that chairs should counsel faculty both individually and collectively about available benefits on an on-going basis.
2. Improved on-boarding orientation for new faculty and staff.
3. New initiatives by the Work-Life Office and the Benefits Office to raise awareness and participation.

Personal and Professional Support

A large number of contract faculty report a need for support in their professional work—especially in their responsibilities for personnel and program management—or in their personal lives.

1. Professional development programming to support faculty with administrative and personnel management responsibilities.
2. Work-life programming informed by a recognition of the need to support faculty and staff in their personal well-being.
3. Continued attention to assuring faculty receive due consideration of requests to matriculate in graduate degree programs at the University using their employee tuition benefits.
Retirement Planning

The consolidation of University Retirement Plan record-keeping with TIAA presents an opportunity to increase faculty awareness about retirement planning. It is also an opportunity to develop a policy on phased retirement in line with best practices at other institutions.

1. Faculty life-cycle programming and improved retirement counseling.
2. Development of a University policy on phased retirement.

Ranked Work-Life Issues for Contract Faculty (Work-Life survey report 9/17)²

34 I want to purchase a home within the next 5 years
25 I would like to see more resources to help cope with stress
24 I would like to see more events on campus focusing on nutrition and exercise
22 I would like to see more training for improving my skills in my current job
17 I don’t live on campus and am exploring retirement within the next five years
17 I supervise at least 2 full-time employees
14 I have senior care responsibilities for a family member
13 I am seriously considering adopting or having a child
13 I am interested in seminars about school options
10 I have a child(ren) under the age of 18 months at home
  9 I have a child(ren) between the age of 19 months and four years
  6 I have a child(ren) with special needs
  5 I have a child(ren) starting kindergarten in September 2017
  3 I live on campus am exploring retirement within the next 5 years
  2 I have a physical disability that requires reasonable accommodation to perform at work

² Numbers are percentage of respondents who selected the response. Respondents were free to choose any number of responses.
REPORT
The committee continued work on the document presented at the last meeting. The parallel committee of the T-FSC shared the same document (with an addendum based on the response and questions of the C-FSC) with their council. The T-FSC agreed that we should proceed together to meet with MJ Knoll Finn and share the document in advance.

We are currently working to set a time for the meeting with MJ Knoll Finn in the coming weeks. She was receptive and positive about meeting to discuss our questions and concerns.

There was some concern expressed by colleagues about continuity on this issue into the fall of 2018 based on uncertainty about committee assignments. We recommend that some percentage of the committee remain the same to ensure speedy continuation of this work into the fall.

Respectfully submitted,

Scott Illingworth
Report of the Personal Policies and Contracts Committee  
April 20, 2018

The committee met March 30, 3:00-4:30pm (in attendance: Marion Casey, Aysan Celik, Lauren Davis, Joyce Moon Howard, Larry Slater, Huzefa Talib, and Heidi White) and on April 16, 4:00-5:30pm (in attendance: Joyce Moon Howard and Heidi White and by phone: Larry Slater and Marion Casey).

Our committee is working on composing our recommendations for the Nursing Contract Faculty Policy for Reappointment and Promotion. The T-FSC Personal Policies & Tenure Modifications Committee (PPTM) would like to meet with our committee before their last T-FSC meeting to be held on May 3rd. If we have a draft to share with them, we will do so. The Co-Chair of the of the PPTM Nancy Van Devanter has contacted us and has expressed the hope that we might create a joint set of approved recommendations.

Respectfully Submitted,  
Heidi White
Report of Representatives to the Ad Hoc Committee on Tuition Remission and Portable Tuition Benefits

The committee met by teleconference on April 18, 2018. Present for the C-FSC was Vincent Renzi.

The committee concluded work on its final report, which will be addressed to Executive Vice President Martin Dorph and which will also be shared with the Senate councils. The report contains a number of recommendations, outlined below. It is expected that the University will take these under consideration over the summer and will be ready to announce any changes to tuition benefits at the first meeting of the Senate in Fall 2018.

The committee is making the following recommendations.

1. Increasing employee tuition benefits from 90% to 100%, and raising the salary cap from $50,000 to $100,000.

2. Implementing a 529 savings plan option for New York State resident employees.

3. Improving communications about the tax treatment of employee tuition benefits, both for current employees and through revision of orientation for new hires.

4. Phasing-out of the spousal benefit for graduate study, which is an outlier in comparison to peer institutions. Currently enrolled spouses will be covered to finish their programs, and spouses of current and new employees will be able to enroll for the benefit through Fall 2020. Savings will be used to fund the other tuition benefits improvements. (No change is proposed for the spousal benefit for undergraduate study.)

5. Allowing dependents to be eligible for regular needs-tested financial aid in addition to their tuition benefits.

6. Raising the rate of the annual increase for the portable dependent tuition benefit. This benefit amount currently rises at the same rate as NYU tuition. It is proposed that it should rise at that rate plus 1.5%.
Proposed Resolution to Support the University Statement of Policy on Intellectual Property

WHEREAS A faculty committee chaired by Mark Righter, Senior University Counsel, and including Paul Horn, Senior Vice Provost for Research, has been working to update and clarify the University Statement of Policy on Intellectual Property that was promulgated in 2012;

WHEREAS the Statement of Policy on Intellectual Property was shared with the Full-Time Continuing Contract Faculty Senators Council at the April 5, 2018 meeting;

WHEREAS, the Full-Time Continuing Contract Faculty Senators Council doesn't have any suggested edits;

THEREFORE, BE IT RESOLVED that the Full-Time Continuing Contract Faculty Senators Council endorses the attached policy provided by Paul Horn.
April 2, 2018

Memorandum to: Wen Ling, Chairperson, T-Faculty Senators Council
               Mary Killilea, Chairperson, C-Faculty Senators Council

From: Paul Horn, Senior Vice Provost

Subject: Statement of Policy on Intellectual Property, Revised

Cc: Katherine E. Fleming, Provost
    Mark Righter, Senior University Counsel
    Carol Morrow, Vice Provost

A faculty committee chaired by Mark Righter, Senior University Counsel, and me has been working to update and clarify the University Statement of Policy on Intellectual Property that was promulgated in 2012. I have discussed our draft revised Policy with our Deans and Directors, and I am inviting the T-FSC and the C-FSC to review it and provide comments. Feel free to submit a joint statement or separate statements from each council. I would appreciate your arranging for it to be reviewed in a timely manner since we would like to be able to have a revised policy in place for 2018-19.

I am attaching a redline version showing the changes from the 2012 policy, and a clean revised version that incorporates these changes. Because the policy is complex, I am also providing a document that describes the history of the policy and summarizes the proposed changes.

Compared to the 2012 document, the new draft Policy better reflects NYU's actual practices, and it is more fully aligned with policies at other major research universities. It aims to stimulate entrepreneurship while also protecting NYU rights and opportunities. The Policy is comprehensive, and encompasses patents, copyrights, and tangible research property. However, please note that revisions were made only on the sections that relate to patents; all other sections remain unchanged.

It is also important to note that the draft Policy is different from practices and policy at our School of Medicine (SOM) which is retaining our 2012 policy. The faculty committee and University leadership agreed that it was best to have a University policy aligned with national best practices, even if that University policy is not the same as the SOM policy. Thus, this new Policy, when adopted, would sit alongside of the SOM policy. For faculty with joint appointments or inter-school collaborations between the University and SOM, the Policy differences would require the Provost to decide which policy rules. We expect there would only be a handful of such instances.
The faculty committee believes that this new policy will help NYU to recruit the best and the brightest new faculty. These faculty, listed below, as well as Mark and I, are available to discuss these matters with you, and we would be pleased to do so.

**Faculty Committee**
Kenneth Perlin: Professor, Computer Science, Courant
Foster Provost: Professor, Data Science, Information Systems, NYU Stern
Theodore Rappaport: Professor, Electrical Engineering, Tandon; Computer Science, Courant; Radiology, School of Medicine
Katherine Strandburg: Professor of Law, NYU Law

Very truly yours,

Paul M Horn
Senior Vice Provost for Research
Office of the Provost
Summary of Improvements in the March 2018 Patent Policy Draft  
Over the Current July 1, 2012 Board Approved Patent Policy

In July 2012, the Board of Trustees approved the current NYU Intellectual Property Policy (comprising 3 separate policies on patents, copyrights, and tangible research property (e.g., cell lines). The Board was informed at that time as follows:

“[b]ecause the 2012 IP Policies are the first comprehensive revision of NYU policies in these subject areas for at least two decades, it is likely there will be the need for modifications to and clarifications of some sections of the Policies after implementation. Accordingly, we expect to schedule a review process with representative members of the Faculty Senators Council, other representative faculty, Deans and administrators to begin in September 2013, after which changes are likely to be incorporated into the 2012 IP Policies.”

Pursuant to the above, in September 2013, Dr. Horn appointed a faculty committee to review the 2012 policy and make recommendations for ways in which the policy could be clarified and improved. The IP Committee includes a number of high profile faculty, including Ken Perlin (Courant), Ted Rappaport (Tandon), Foster Provost (Stern) and Katherine Strandburg (Law). The IP Committee has met on over 14 occasions, and has just completed its recommendations for modifications to the patent policy.

Highlights of the recommended changes are as follows:

1. **Promoting Entrepreneurship.** The new draft emphasizes the value of promoting entrepreneurship and creating the kind of culture where startups can flourish.
   a. This language will assist specifically in recruiting new faculty
   b. Language was added expressly encouraging faculty to create startups.
   c. This new language dovetails with the NYU Entrepreneurial Institute, the EI’s Scientist’s Guide to Startups (created for faculty who are interested in pursuing such activities), the new Leslie Entrepreneurship Lab, the Innovation Venture Fund and the NYU Consulting Guide (discussed below). All of these resources promote a strong environment for entrepreneurism and startups

2. **Facilitating Consulting.** The new draft expressly acknowledges the right of faculty to carve out consulting work, and provides a more clear process and time frames to obtain any necessary approvals. It underscores the overall importance of consulting.
   a. Faculty have emphasized the need to address this, and to provide confidence to companies and faculty that there is a definitive and efficient path to put such relationships in place.
3. **Assist Faculty in Creating Strong Consulting Agreements.** The new draft references a "guide" that we have created to assist faculty in navigating the process of consulting, and how to structure effective consulting agreements that are consistent with the policy.
   a. A draft of this guide has been prepared and can be published at the same time the policy is updated.

4. **Streamlining Simple Consulting Agreements.** The new draft also expressly acknowledges that a large percentage of consulting agreements are very straight-forward, and do not need "pre-approval."
   a. Faculty have shared comments from personal counsel that this option should be clearly spelled out.

5. **Reassuring the Availability of “Carve Outs” for IP.** The new draft clarifies that NYU does not strictly own all IP a faculty member conceives. The new draft defines two categories where NYU maintains ownership rights: a) when an invention is within the scope of one’s employment; and b) where the invention arises from significant use of University resources.
   a. Although this has always been the University’s position, this language was added as reassurance, to address the recurring concern by some faculty that the policy may be construed as “owning a faculty member’s head,” which is not the case.

6. **Providing Clarity of “Scope on Employment.”** The new draft defines the process for determining whether an activity falls within a “scope of employment,” by establishing specific criteria to guide this determination within a college or department.
   a. These criteria are intended to provide a basic framework to a department head and faculty member when discussing whether certain entrepreneurial activities are appropriate.
   b. This section of the policy will also be supplemented by FAQ that include hypothetical fact patterns.

7. **Allowing for “Up Front” IP Ownership Determinations.** The new draft provides a faculty member with the option of timely receiving a determination from NYU “up front” on whether an activity is within the scope of employment.
   a. This process was suggested by a number of faculty, who are consulting with companies who wish to have assurance “up front” that consulting is OK.
   b. This process results in getting an NYU “release” which can facilitate attracting capital to a startup.
8. **Unlicensed IP can be Returned to Faculty.** The new draft expressly provides for the release of IP to a faculty member, and defines a clear process for that to occur.
   a. The policy now includes two separate processes for a release “up front,” as well as a release after a patent application has been filed
   b. With any such release, NYU reserved certain baseline rights

9. **Reassuring Faculty that they can appeal School decisions to Provost.** The new draft provides an appropriate process to resolve disputes among inventors (e.g., faculty and students), who may dispute the appropriate apportionment of royalty.
   a. This process reduces risk to entrepreneurial faculty that they can become dragged into unnecessary litigation over these issues.
   b. The new draft creates an IP Advisory Committee, which we hope will serve as a critical component to resolving issues, disputes, and concerns about IP at the collegial level, before they become 'elevated' to a legal claim, etc.
   c. Faculty involvement in the IP Advisory Committee assures an ongoing shared governance approach to IP issues that may arise

10. **Giving Faculty a Voice in Commercializing.** The new draft expressly gives the faculty a voice in the patenting and commercialization of inventions.
    a. There is also new language clarifying that the time demands placed upon faculty to assist in commercialization activities must be reasonable

11. **Equity Licenses.** The new draft also emphasizes that NYU will consider taking equity in companies to which it has licensed IP, including faculty startups. This policy helps to facilitate startups, most of which are cash poor.
    a. Since the IP Committee first met in early 2013, there have been over twenty (20) new startup companies formed, many of which NYU holds equity in.
NOTE – THIS PROPOSED POLICY UPDATE WOULD NOT APPLY TO THE SCHOOL OF MEDICINE (OR TO NYU LANGONE HEALTH SYSTEM AND AFFILIATES). THUS, IF THIS POLICY UPDATE IS IMPLEMENTED, THE SCHOOL OF MEDICINE WOULD, IN PARALLEL, IMPLEMENT A NEW VERSION OF THE EXISTING 2012 NYU IP POLICY, MODIFIED TO APPLY ONLY TO THE SCHOOL OF MEDICINE (AND NYU LANGONE HEALTH SYSTEM). BOTH POLICIES WOULD ALSO INCLUDE PROVISIONS NECESSITATED BY HAVING TWO POLICIES (e.g., ADDRESSING JOINT APPOINTMENTS, INVENTIONS COVERED BY BOTH POLICIES, CROSS REFERENCES, ETC.)

New York University
UNIVERSITY POLICIES

Title: Statement of Policy on Intellectual Property
Effective Date: July 1, 2012, 2017
Supersedes:
- Statement of Policy on Patents, as approved on November 26, 1956 and amended through December 12, 1983
- Statement of Policy on Copyrights, as approved on January 24, 1972
- Statement of Policy on Computer Software Copyrights, as approved on June 5, 1989
- Policy on Tangible Research Property, effective date March 1, 2010

Related Policies:
- Policy on Academic Conflict of Interest and Conflict of Commitment
- Policy on Retention of and Access to Research Data
- Guidelines for Sponsored Research
- Statement of Policy on Photocopying Copyrighted Materials

Issuing Authority: University Provost
Responsible Officer: Senior Vice Provost for Research

Purpose of this Policy

This Statement of Policy on Intellectual Property comprises a Patent Policy, a Copyright Policy and a Tangible Research Property Policy. Each of the three policies is intended to express NYU’s commitment to promoting the development and use of intellectual property for the public good through research and scholarship, to creating an optimal environment for appropriate research, development and commercialization, and to supporting entrepreneurship by NYU and members of the University Community as an important approach to the development and use of intellectual property for the public good. The Patent Policy guides the University Community in disclosing and managing inventions made at, for or under the auspices of NYU in a manner consistent with NYU’s commitment to the public good, including promoting research and scholarship, and facilitating the development, dissemination and commercialization of its inventions. The Copyright Policy identifies the situations in which copyrightable works may be created at, for or under the auspices of NYU, defines ownership and license rights for such works, and expresses NYU’s commitment to disseminate and commercialize its copyrightable works consistent with the public good. The
Tangible Research Property Policy addresses the ownership, distribution and commercialization of tangible items produced in the course of NYU’s research, clinical or other activities, consistent with the public good.

Who Needs to Know This Policy

This policy applies to all members of the “University Community.” As used in this policy, “University Community” means: all NYU faculty, including visiting faculty; researchers, including research staff and persons participating in research at NYU, for NYU or “under the auspices of NYU” (i.e., by the authority of, in the name of, or with support from or through); employees; professional staff, including medical, dental and nursing staff; volunteers; fellows, trainees and post-doctoral appointees; students; and any other persons involved in the creation of Inventions, Copyrightable Works and/or Tangible Research Property at, for or under the auspices of NYU, including consultants, vendors and contractors, irrespective and applies to all research projects on which those individuals work, regardless of whether the source project is funded and if so, by what entity, but expressly excluding employees of funding for NYU Langone Health System and the creation of NYU School of Medicine.

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PREAMBLE

The mission of New York University (“NYU” or the “University”) includes the provision and promotion of education and research and the provision of patient and other clinical services. This mission is supported by well-established academic values and practices, including, among others: academic freedom; promotion of excellence and innovation in teaching and research; support of the ability of faculty and research staff to publish, share information, collaborate in research activities, innovate and develop technologies that benefit the public; and support of students in full participation in these and other educational activities. NYU recognizes that intellectual property often results from various activities conducted wholly or in part at, for or under the auspices of NYU; and that protection of intellectual property rights can enhance the likelihood that discoveries and inventions are made available for the public good. This Statement of Policy expresses NYU’s commitment to promote the development, dissemination and commercialization of such intellectual property for the public good and for the benefit of the NYU Community.

This Statement of Policy on Intellectual Property includes a Patent Policy, a Copyright Policy, and a Tangible Research Property Policy. It replaces the University’s Statement of Policy on Patents, as approved on November 26, 1956 and amended through December 12, 1983; the Statement of Policy on Copyrights, as approved on January 24, 1972; the Statement of Policy on Computer Software Copyrights, as approved on June 5, 1989; and the Policy on Tangible Research Property, effective March 1, 2010. Predecessor policies are set forth on the first page of the policy. The version of the policy being amended herein was approved by the NYU Board of Trustees to be effective on July 1, 2012. This Statement of Policy is subject to change at any time and from time to time, with the approval of the Board of Trustees of the University.

In certain cases, Inventions may be closely associated with non-patentable Copyrightable Works and/or Tangible Research Property and/or Research Data. Unless otherwise determined by the Provost (the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing), the Patent Policy applies to non-patentable Copyrightable Works and/or Tangible Research Property and/or Research Data closely associated with an Invention.

This Statement of Policy on Intellectual Property should be considered together with other pertinent NYU policies, including the NYU Policy on Academic Conflict of Interest and Conflict of Commitment, the NYU Policy on Retention of and Access to Research Data, the Guidelines for Sponsored Research, and the Statement of Policy on Photocopying Copyrighted Materials, which are available at www.nyu.edu/about/policies-guidelines-compliance.html.
This policy applies, among other things, to all research and other sponsored projects conducted by, for or under the auspices of NYU, whether funded by a US sponsoring agency, NYU or another funding source. It is the policy of NYU to comply with requirements imposed by a US sponsoring agency and by US law, including but not limited to the Bayh-Dole Act, and with requirements to which NYU has duly entered into or agreed to in connection with other funding sources and collaborators. This policy is believed to be in compliance with applicable US sponsoring agency requirements and US law. To the extent there is any issue about whether this policy wholly complies with applicable US sponsoring agency requirements and US law or with requirements to which NYU has agreed in connection with other funding sources and collaborators, it is to be interpreted to assure compliance. Additionally, research must be conducted in accordance with NYU policies, including this policy and the policies of a relevant School. Each member of the University Community is responsible for assuring his or her compliance with the requirements applicable to such person’s specific research and other sponsored projects.

Certain defined terms used throughout this Statement of Policy on Intellectual Property are set forth in Appendix A.

The electronic version of this policy will, from time to time, be accompanied by “Frequently Asked Questions,” which provide further guidance regarding a variety of practical situations.
PATENT POLICY

I. PREAMBLE

NYU is dedicated to teaching, scholarship, research, the provision of patient and other clinical services, and the expansion of knowledge. While NYU encourages these activities for their intrinsic value, it recognizes that Inventions may result from various activities conducted wholly or in part at, for or under the auspices of NYU. This policy expresses NYU’s commitment to promote the use of Inventions for the public good, including: promoting research and scholarship, and facilitating the development, dissemination and, where appropriate, commercialization of Inventions. This policy further expresses NYU’s commitment to create the optimal environment for appropriate research, development and commercialization with private industry, and to be supportive of entrepreneurship by NYU and members of the University Community. It recognizes that patents may sometimes be necessary to encourage companies, including faculty startups, to risk investing personnel and financial resources to develop Inventions. This policy further supports NYU’s mission of contributing to the economic development goals of New York City, the State of New York, and beyond.

This policy defines ownership rights relating to Inventions and ensures that the proceeds from any commercialization of Inventions owned by NYU under this policy are distributed in a manner approved by NYU’s Board of Trustees and consistent with the mission of NYU.

This policy also guides members of the University Community in complying with NYU’s legal and contractual obligations, including under the Bayh-Dole Act.

For all Inventions that are subject to NYU ownership under this policy, it is within NYU’s sole discretion to determine whether to seek patent protection and to pursue commercialization of such Inventions. NYU’s Office of Industrial Liaison (the “OIL”) is responsible for managing on behalf of NYU all patenting and commercialization activities relating to the protection. In the course of making its decisions with regard to patenting and commercialization of intellectual property efforts for Inventions that are subject to NYU ownership under this policy, the OIL will use its best efforts to receive input from NYU Inventors. The OIL will work collaboratively with Inventors and will at all times keep them reasonably and timely apprised of patenting and commercialization activities.

II. SCOPE AND APPLICABILITY

A. General Scope of this Policy.

This policy applies to all Inventions (including any closely associated Copyrightable Works and/or Tangible Research Property and/or Research Data) that are conceived, or reduced to practice or developed, in whole or in part, by members of the University Community.

B. Definition of Invention.
"Invention" refers to any novel idea, discovery, invention, know-how, show-how, or process, whether or not that may be patentable, together with any associated or supporting technology necessary or useful for the protection, development or application of the idea, or otherwise protectable under similar laws relating to the protection of technological advances (e.g., the Plant Variety Protection Act). “Invention” also includes non-patentable Copyrighted Works, Tangible Research Property and Research Data that are Closely Associated With any such discovery, invention, know-how, show-how, or process, and also includes all patents and patent rights derived from that Invention, and all non-patentable Copyrightable Works, Tangible Research Property and Research Data that are closely associated with the Invention. “Closely associated with” includes useful in practicing the patent, in effectively prosecuting the patent application or in maximizing the licensing potential or other commercialization of the Invention. As a general rule, an Invention has likely been made when a technology that is new and useful has been conceived or reduced to practice, or when unusual or unexpected results have been obtained that can potentially be developed or used commercially or for research purposes.

III. OWNERSHIP OF INVENTIONS

A. General Rules

1) NYU Ownership—Owned Inventions. Except as may otherwise be provided in this Section, NYU owns only those Inventions that are conceived, reduced to practice or developed by members of the University Community: (1) in the scope of NYU employment or other duties at or for NYU; or (2) in connection with training, research or clinical activities at or under the auspices of NYU; or (3) with the Substantial Use of University Resources; or (4) the Invention is subject to the rights of research sponsors or other third parties under agreements duly entered into or agreed to by NYU.

2) Non-NYU Owned Inventions. Where a member of the University Community provides to the OIL clear and convincing evidence that an Invention was conceived, NYU does not claim ownership of all Inventions conceived, or reduced to practice by members of the University Community. An Inventor may demonstrate that an Invention is a Non-NYU Owned Invention because it was conceived and developed entirely without the Substantial Use of University Resources; or (4) the Invention is subject to the rights of research sponsors or other third parties under agreements duly entered into or agreed to by NYU. In such cases, it is presumed that NYU owns every Invention made by a member of the University Community.
the University Community Inventor or may be assigned freely by the Inventor (for example, to an entity with which the member is consulting, in accordance with Section IV. of this policy regarding Outside Consulting Activities), subject to any restrictions in applicable funding agreements.

(3) Specific Determinations. If an Inventor of an Invention subject to this policy believes an Invention (a) is not an NYU-Owned Invention under the terms of this policy or (b) even if an NYU-Owned Invention, should be released by NYU, the Inventor may make a written request through the OIL for a written determination that the Invention is a Non-NYU-Owned Invention and/or ask NYU to release its ownership rights to the Invention as outlined in Section VI.A. of this policy. The request should include all information relevant for NYU to make such a determination. The OIL will use reasonable efforts to provide a written statement regarding ownership of an Invention to all Inventors within thirty days of the date on which the OIL receives sufficient information regarding the Invention for NYU to make its determination. Any determination by the OIL may be appealed by any Inventor under section VIII.F of this policy.

(4) Ownership of Each Invention Separately Determined. The ownership status of each Invention is separately determined in accordance with this Section III. For example, an improvement to a Non-NYU-Owned Invention may be NYU-Owned and subject to the disclosure obligations of Section VIII.A. of this Policy; or, conversely, an improvement to an NYU-Owned Invention may be a Non-NYU-Owned Invention. NYU’s determination that an Invention in a Non-NYU-Owned Invention or its decision to release its ownership rights for an Invention does not affect NYU’s rights and obligations, or the Inventor’s rights and obligations, pursuant to this policy with respect to other Inventions, including improvement Inventions, not covered by the determination or release. Any determination by NYU may be appealed by any Inventor under section VIII.F of this policy.

B. Scope of NYU Employment. Inventions conceived, reduced to practice or developed, in whole or part, by full-time academic

(1) General. It is important for members of the University Community to have clear guidance as to when an activity that might give rise to the conception and/or reduction to practice of an Invention is considered within the “scope of NYU employment or other duties at or for NYU and” under section III.A.1. The definition of “scope of NYU employment” is intended to reflect NYU’s commitment to encourage and allow NYU faculty to engage in outside consulting and entrepreneurial activities that may result in Non-NYU-Owned Inventions in their general area of expertise, but outside of their “scope of NYU employment,” and that a School and the Provost may deem appropriate and customary in the relevant academic areas and disciplines, consistent with the member’s obligations under other NYU policies, including conflict of interest policies. The mere fact that an Invention is within a member’s general area of expertise does not by itself mean that the Invention is owned by NYU under this Section III.A. if such Inventions are within the broad. The conception and/or reduction to practice of each Invention must be considered carefully on the merits of its own particular facts and circumstances.

As set forth below, reflecting the breadth of academic disciplines within the University Community, the “scope of employment” definition may be subject both to determinations for individual
members of the University Community under section II.B.3, and to any supplemental policies adopted by individual Schools under section III.B.4.

(2) Academic Members. For academic members of the University Community, including faculty and research staff, “scope of NYU employment” means the specific teaching, scholarship, research or clinical activities: (i) that such academic member of the University Community is engaged in or conducting at, for, or under the auspices of NYU (e.g., as part of faculty-directed student research, funded faculty research, direct departmental or school initiatives, or as part of the faculty member’s activities at, for, or under the auspices of NYU); (ii) that the member has a plan to conduct (e.g., as part of a funded or pending research proposal, a draft research proposal, or an approved or pending student dissertation proposal) at, for, or under the auspices of NYU; or (iii) for which the academic member was hired.

“Scope of NYU employment” for academic members of the University Community does not include the following: (a) teaching, scholarship, research, clinical activities, or entrepreneurial activities that are not at, for, or under the auspices of NYU, provided that the activities are consistent with the member’s obligations under other NYU policies, including NYU’s conflict of interest policies; (b) the conception, reduction to practice and development of Inventions by NYU faculty solely during an unpaid leave; or (c) the conception, reduction to practice and development of Inventions during outside consulting consistent with Section IV of this policy.

(3) Scope of Employment Determinations for Individual Members. Where a member of the University Community wishes to confirm that a certain activity is or would be outside of that member’s “scope of NYU employment” or has a question about whether an activity that might give rise to an Invention is within the “scope of NYU employment”, he or she may make a written request for a specific determination from the School Dean. The request should include all information relevant for NYU to make such a determination. The School Dean, in consultation with the member of the University Community, the OIL, and the Provost, will issue a determination in writing regarding whether NYU believes that such work or activity is or would be within the member’s “scope of NYU employment” under this policy.

In making such a determination, the School Dean will consider all of the following: (a) the definitions of “scope of NYU employment” set forth in this Section III.B; (b) if applicable, any policies or guidelines for the individual School developed according to Section III.B.4, (c) the Safeguard Criteria; and (d) any recommendations or contractual restrictions identified by the OIL or the Provost. The School Dean will use reasonable efforts to provide a written determination as to whether NYU believes such work or activity is or is not outside of the applicable “scope of NYU employment” within thirty days of the date on which the School Dean receives sufficient information to make a determination. Any determination may be appealed by any Inventor under section VIII.F of this policy.

(4) Practices at Individual Schools. In order to address specific requirements or practices within a particular School, department, academic discipline or research program, the School Dean, in consultation with the Provost, may establish supplemental policies or guidelines regarding “scope of employment” covering: (a) academic members of the University Community with appointments solely in the School; and (b) academic members of the University Community with joint appointments at the School and another School at NYU to the extent that the inventive activity
relates to the academic field or area of teaching, scholarship, research or clinical activities in which such academic member of the University Community is engaged. However, that the member engages in within such School. Supplemental policies or guidelines proposed by a School Dean under this provision must be approved by the Provost. Where there are exceptions for Inventions conceived, reduced to practice and developed by NYU faculty solely during an unpaid leave as set forth in Section III.C. of this policy, for Inventions conceived, reduced to practice and developed by two or more Co-Inventors from different Schools, all are subject to this policy, and each is subject to the policies of all Co-Inventors’ respective Schools. In the event that an academic member of the University Community seeks clarity as to which School policies apply to the member with respect to specific research and/or a specific Invention (e.g., in the case of a joint appointment), the member should obtain guidance from the School Dean(s) involved. Where more than one School is involved, the School Deans should consult with one another prior to providing guidance.

(5) Scope of Employment for Students. The “scope of employment” for students as part of their uncompensated class includes work as set forth in Section III.E. of this policy, for Inventions conceived, reduced to practice and developed during outside consulting as set forth in Section IV of this policy, and for Inventions which NYU agrees in writing to release to students: a member of) a) are paid, such as work-study programs, or b) are participating in research under a sponsored research (including under a graduate or research fellowship or assistantship). In the University Community pursuant to Section VI.E. of this policy—case of some independent studies, student work product may be considered within the scope of employment. Where a member of the University Community student has a question about whether an activity that might give rise to an Invention is within the scope of employment, he or she may the student should seek a determination from the School Dean, who will consult with the OIL, where necessary before providing guidance. Dean for Undergraduate Studies, in the case of an undergraduate, or the Dean for Graduate Studies, in the case of a graduate student, or the equivalent administrator, in the relevant School. Any determination will be made in accordance with III.B.3 of this policy. The scope of employment for students excludes uncompensated classwork, and work done outside the auspices of NYU.

B. Contractual Obligations to Sponsors and Others

Notwithstanding anything to the contrary in this policy, all rights of NYU and of members of the University Community under this policy are subject to the rights of research sponsors or other third parties under agreements duly entered into or agreed to by NYU. In addition, nothing in this policy is intended to limit the express contractual or legal rights of NYU (e.g., NYU owns an Invention conceived, reduced to practice and developed solely by an NYU student as part of uncompensated classwork if the student has agreed in writing that NYU owns it).

(6) Scope of Employment for Non-academic Members. The “scope of employment” for nonacademic members of the University community means the member’s course of employment for NYU, including all activities or work conducted at, for, or under the auspices of NYU. Where such an employee has a question about whether an Invention is included under the scope employment, such question should be referred to the employee’s direct supervisor.

C. University Faculty on Leave and/or Visiting Other Institutions

In general, unless NYU has otherwise agreed with a faculty member or with the institution where the faculty member will be a visitor, Inventions conceived, or reduced to practice or developed by NYU
faculty during a paid or unpaid leave (whether at NYU or elsewhere, including another institution or a company) are owned by NYU.

NYU will not claim subject to the rules of ownership of Inventions conceived, reduced to practice and developed by NYU faculty solely during an unpaid leave unless: (1) Substantial Use of University Resources was involved in the conception, reduction to practice and/or development of the Invention; (2) the activity of the NYU faculty in conceiving the Invention, reducing it to practice or developing the Invention violated NYU’s conflict of interest policies; or (3) the Invention is subject to the rights of research sponsors or other third parties under agreements duly entered into or agreed to by NYU set forth in this Section III.

If an Invention was conceived during an unpaid leave and reduced to practice and/or developed after the faculty member’s return to NYU (after the unpaid leave ended), the Invention is wholly owned by NYU, unless another institution has legitimate ownership rights, in which case the Invention is jointly owned by NYU and the other institution. Similarly, if an Invention was conceived or developed before the unpaid leave began and was reduced to practice while the faculty member was on leave, the Invention is wholly owned by NYU, unless another institution has legitimate ownership rights, in which case the Invention is jointly owned by NYU and the other institution.

An NYU faculty member is encouraged to establish an agreement covering rights to Inventions conceived and reduced to practice during a leave or visit before the leave or visit begins. Negotiations for such agreements will be conducted on behalf of NYU by the OIL, in consultation with the faculty member. In cases in which there are potential conflicts between NYU’s policies and those of an institution at which a faculty member will be or has been on leave and/or visiting, such conflicts will be resolved through good faith negotiations between NYU and such institution, preferably before the leave or visit begins. All such negotiations will be conducted on behalf of NYU by the OIL, normally in consultation with the faculty member.

D. Visitors from Other Institutions (Non-Employees)

In general, Inventions conceived or reduced to practice or developed by visitors from other institutions, including visiting faculty and scholars, while participating in research, clinical or other activities at or under the auspices of NYU or with Substantial Use of University Resources are wholly NYU-owned Inventions. Such visitors often are subject to intellectual property policies of their home institutions. Accordingly, where it is anticipated that there is a reasonable possibility that a visitor will conceive, reduce to practice or develop an Invention while working at or under the auspices of NYU, Schools and units are encouraged to contact the OIL so it can determine whether an agreement with the visitor’s home institution is advisable prior to the start of the visit. Any conflicts between NYU and the home institution of a visitor will be resolved through good faith negotiations between the OIL and such home institution.

E. Graduate and Undergraduate Students

The principles described below apply to students enrolled at NYU and non-enrolled students who are visiting NYU.
(1) **Class Work.** In general, NYU will not claim ownership of Inventions conceived, and reduced to practice and developed by students as part of their uncompensated class work and activities. In the case of some independent studies, under section III.B(5) of this policy, student work product may be considered within the scope of employment. For purposes of this policy, student compensation excludes financial aid without a work requirement.

(2) **Other.** When a student, solely or jointly, conceives, reduces to practice, or develops an Invention in the course of (a) sponsored research (e.g., including under a graduate or research fellowship or assistantship), including sponsored research for the giving rise to a student’s thesis or dissertation, (b) any research or other activity involving Substantial Use of University Resources, (c) participation as a team member in a University research project involving other members of the University Community (unless all participating members of the University Community are students acting in the capacity of students) or (d) employment or other compensated duties at NYU, the Inventions are the property of Invention is an NYU-Owned Invention and the student shares is considered an Inventor subject to all rights and obligations of an Inventor, including sharing in the commercialization proceeds, if any, as an Inventor, in accordance with Section V.B. of this policy. By way of example, a student is not considered to be acting as an employee and not as a student for purposes of this policy if the student conceives of an Invention, reduces it to practice or develops it as an employee of within the student’s scope of employment at NYU, even if employment related to the student’s intellectual discipline is a condition of the student’s academic program at NYU.

F. **Contractors/Vendors/Consultants Hired by the University**

Inventions conceived, or reduced to practice or developed as a result of a contractor/vendor/consultant’s work for NYU are the property of NYU, unless other arrangements have been explicitly agreed to in a writing duly entered into in advance owned by NYU. Contractors/vendors/consultants should be hired only pursuant to a prior written agreement in a form previously approved by NYU’s Office of General Counsel or pursuant to other terms specifically approved by NYU’s Office of General Counsel; however, failure to do so will not diminish NYU’s rights under this policy.

G. **Research Data**

NYU’s ownership of and rights to all Research Data closely associated with Closely Associated With an NYU-Owned Invention owned by or assignable to NYU is governed by this policy.

H. **Publication of Research Results**

NYU’s ownership of Inventions is not intended to prevent the presentation and publication of research results. Subject to the obligation to disclose Inventions to the OIL as set forth in Section VIII of this policy and subject to any obligations to third parties, faculty and the relevant other academic members of the University Community retain their traditional role in selecting and preparing for publication the results of research conducted by them or under their supervision. NYU reserves the right to delay presentation or publication for a reasonable period of time if such delay is necessary or useful to protect NYU’s intellectual property rights or to meet legal or contractual obligations, but any review or delay periods will not exceed a total of 9060 days unless...
authorized by the Provost (the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing), subject to any obligations to third parties.

I.— Patent Rights

Ownership under this policy includes the right to apply for, prosecute, and own all worldwide patents, patent rights, and other intellectual property rights protectable under patent or similar laws (e.g., Plant Variety Protection Act).

J. Assignment

Each member of the University Community is deemed to have made an assignment to NYU, effective as of the date that such person first became a member of the University Community, of any right, title, and/or interest in any NYU-Owned Invention, to the extent such right, title and/or interest is owned by NYU as set forth in this policy. Such persons notwithstanding such assignment, members of the University Community continue to have the obligations set forth in this policy, including under those set forth in Section VIII of this policy.

IV. OUTSIDE CONSULTING ACTIVITIES AND ASSIGNMENT OF OWNERSHIP

A. General.

Private consulting often is an appropriate faculty activity that benefits the University, the general public, and the faculty member. In certain academic or scientific disciplines, consulting can allow faculty to become more informed and better aware of the latest technologies and developments. Faculty, research staff and others subject to this policy who engage in outside consulting activities must do so in compliance with all NYU policies, including but not limited to this policy, NYU's conflict of interest policies (see, e.g., “NYU Policy on Academic Conflict of Interest and Conflict of Commitment”) and policies of the relevant School or unit. Faculty, research staff and others subject to this policy who engage in outside consulting activities also should consider any guidelines provided by the Office of General Counsel for consulting agreements.

A. NYU will make no claim to an Invention made by a faculty member or research staff member in the course of a consulting engagement that is consistent with the terms of this Section IV if: (1) the Invention results from work on a problem or topic (a) proposed by the company for which the faculty member or research staff member is consulting and (b) on which the faculty member or research staff member has not engaged in research, and does not have plans to engage in research, at or under the auspices of NYU; (2) the Invention is conceived, reduced to practice and developed without the Substantial Use of University Resources; (3) the Invention is not conceived, reduced to practice or developed in the person's NYU employment, duties, training, research and/or clinical activities at, for or under the auspices of NYU; (4) the consulting agreement is approved in advance in writing where advance approval may be required pursuant to any specific School and/or unit policies; and (5) the consulting activity is not for a company that (a) has licensed such person's Inventions, Copyrightable Works or Tangible Research Property from NYU or (b) is sponsoring research in which such person participates. NYU also will make no claim to an Invention made by a faculty member or research staff member in the course of a consulting engagement if NYU, through the School Dean and the OIl, has received, reviewed and approved in advance in writing the consulting engagement and consulting agreement (including the problem, topic and/or statement of
work) and the Invention is made consistent with such advance approval. In all other situations, NYU is the owner of the Invention, subject to any written agreements to the contrary duly entered into or agreed to by NYU.

B. Even where an Invention resulting from outside consulting activities is not owned by NYU, each Inventor is responsible for assuring that all such Inventions are properly disclosed to the OIL where required under Section VIII.B. of this policy.

B. Permitted Assignment of Inventions with Consulting.

NYU recognizes that faculty, research staff, and others subject to this policy who consult may, consistent with this policy, wish to assign Inventions arising from the consulting engagement to the companies for which they are consulting, or pursuant to other outside activities conducted in compliance with applicable university policies.

C. Assignments without Prior Approval.

Generally, faculty, research staff, and others subject to this policy do not need prior approval under this policy, and NYU will make no claim to an Invention made in the course of such consulting, if the Invention is not an NYU-Owned Invention pursuant to Section III.A.1 above;

D. Assignments with Prior Approval.

There are two situations in which a member of the University Community must obtain prior approval for assigning Inventions arising from a consulting engagement. There also are circumstances in which the member may choose to obtain such approval to assure clarity. In both situations where approval is required, the process described in IV.E will apply.

(1) Required Approval. In the following two instances, a Member of the University Community will need to obtain approval from the School Dean, who shall consult with the OIL with respect to such approval:

(a) the consulting engagement involves any NYU-Owned Inventions (e.g., any NYU-Owned inventions that name the member as an Inventor) that have been licensed or otherwise commercialized by NYU; or

(b) the consulting engagement is for a company that is sponsoring research at NYU in which such person participates.

(2) Optional Approval. In some situations, faculty, research staff, and others subject to this policy are not required to obtain approval, but may wish to obtain written assurance prior to entering into a consulting engagement and/or other assignment of rights to future Inventions.

E. Approval Process.

The member of the University Community seeking prior approval for assigning Inventions arising from a consulting engagement must provide the applicable School Dean and the OIL, in writing, with all information relevant for NYU to make a determination, including a full description of the
consulting engagement and the consulting agreement (including a full description of the problem, topic and/or statement of work for the consulting engagement and the assignment of intellectual property and all other material facts or circumstances). In making such determination, the School Dean and the OIL will consider the Safeguard Criteria. The School Dean will use reasonable efforts to provide a written determination to the faculty member, research staff, or other member of the University Community, or, where requested, to the company with which he or she is consulting or seeks to consult, within thirty days of the date on which the School Dean receives sufficient information to make a determination. NYU will make no claim to an Invention assigned consistent with this approval process where NYU, through the School Dean and the OIL, has received, reviewed and given prior written approval of the assignment.

V. COMMERCIALIZATION OF NYU-OWNED INVENTIONS

A. NYU is committed to facilitating the development, dissemination and, where appropriate, commercialization of Inventions for the greatest public benefit. Accordingly, when NYU owns the rights to an Invention, NYU has the sole right, either directly or through others, to commercialize such Invention or otherwise make it available for public use. NYU will make a good faith effort to consult with Inventors who are members of the University Community in determining the disposition of NYU-Owned Inventions they invented. NYU will work diligently to determine appropriate partners to assist in the development, dissemination and commercialization of such Inventions. These commercialization efforts may include, but are not limited to, licensing to an existing company or the establishment of a new company or venture, in each case as determined by NYU. In all cases, decisions regarding Inventions owned by NYU are made at the sole discretion of NYU, and NYU has no liability to be made after a good faith effort to consult with the Inventor, other person with rights under this policy or third party for such decisions.

B. When NYU owns the rights to an Invention, each Inventor of an NYU-Owned Invention has the right to share in any Net Proceeds received by NYU from commercializing the NYU-Owned Invention except as otherwise provided in this policy. Specifically, Net Proceeds are distributed as follows:

(1) Fifteen percent (15%) of the Net Proceeds are distributed for the general support of the OIL and to cover any other expenses associated with the commercialization of NYU’s Inventions. In cases where the funds so designated exceed the budget of the OIL, the remainder will be allocated to the NYU share as per Paragraph 2.b below; and

(2) The remaining Net Proceeds (85%) are distributed as follows:

(a) Inventor share: one-half (or 42.5% of Net Proceeds) to the Inventor or Inventors (including Inventors outside of NYU);

(b) One-half (or 42.5% of Net Proceeds) to be used by NYU for research, scholarship, educational and clinical activities (or as otherwise required by law, regulation or contract) in the following manner:
Two-thirds of this portion will be distributed to the School(s) (or other NYU unit(s) if the Inventor is(s) are not affiliated with a particular School(s)) in which the Invention was made. Each School or other unit receiving royalty proceeds must develop and disseminate a policy for the use of such proceeds that is in accordance with the overall aims outlined in Section V.D. of this policy.

One-third to NYU. In recent years, for Inventions made in the School of Medicine, NYU’s practice has been to contribute a large portion of its one-third share to the School of Medicine in light of financial circumstances.

One-third of this portion will be retained by NYU.

If NYU pursues or defends litigation to enforce rights, then the net proceeds (after associated litigation expenses) of any judgment or settlement received by NYU from such litigation ordinarily will be included in Gross Net Proceeds, on a net basis, with the associated litigation expenses paid by NYU deducted as out-of-pocket expenses. If NYU becomes involved in litigation regarding the Invention, or closely associated Copyrightable Works, Tangible Research Property or Research Data, the distribution described above may be modified by the Provost (the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing), in his/her sole discretion, to reflect the greater economic risk being incurred by NYU in pursuing such litigation.

Except as provided below, Inventors who are employees of NYU are entitled to share in the Net Proceeds from commercialization of an Invention as outlined in this Section V.B. The following Inventors are not entitled to share in the Net Proceeds from commercialization of the Invention (i.e., they are not included within this Section V.B): (i) contractors/vendors/consultants of NYU and (ii) employees of NYU, other than faculty or research staff, unless NYU agrees to their inclusion in writing signed by the Provost or The Executive Vice President or the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing, as applicable. In any individual employee case, the supervisor of such an employee or the relevant project leader may make a recommendation (will make a recommendation if requested by the employee) as to the appropriateness of such employee sharing in the proceeds of commercialization and the Provost, or The Executive Vice President or the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing, as applicable, will determine if and the extent to which the employee is included. The decision of the Provost or The Executive Vice President or the Executive Vice President for Health (or his/her designee) is final.

For Inventors who are not entitled to share in the Net Proceeds under this policy, the portion of proceeds attributable to said Inventor(s) under Section III.E. of this policy will be distributed in full to NYU and NYU shall be entitled to exercise on behalf of the non-entitled Inventors all other rights given to them as joint Inventors under this policy.

Individuals sharing proceeds under this policy are responsible for understanding the personal tax and legal consequences to them of such entitlements pursuant to this policy.

C. Equity received by NYU from a company or other entity as a part of the consideration of a license or other disposition of an Invention will be allocated by calculating the appropriate number of shares, using the same percentages outlined in Section V.B. of this policy. Unless otherwise
required by contractual arrangements, a management plan pursuant to an NYU conflict of interest policy, or applicable law, NYU normally will hold the shares until there is a public market for those shares or other liquidity event, and NYU will thereafter make appropriate distribution following NYU’s or its agent’s liquidation of the shares. Notwithstanding the foregoing, NYU may, in its sole discretion, (1) elect to hold the shares after there is a public market or other liquidity event or (2) elect to distribute equity at any time after it is received by NYU or (3) require that the Inventor receive such equity directly from the company or other entity. NYU is not responsible, and has no liability, for any fluctuation or dilution in the value of the shares, for any tax consequences to the person receiving a distribution or for any other matters relating to NYU’s administration of such shares or interests pursuant to this policy.

In the event that NYU elects to invest cash in a company or other entity to which NYU has licensed rights hereunder, and NYU receives equity for such investment, such investment will not be considered (1) an out-of-pocket expense of NYU for which reimbursement would be made under Section V.B. of this policy or (2) Gross Proceeds from the licensing or other grant of rights for purposes of Section V.B. of this policy. **Unless otherwise agreed to in writing, NYU will retain all proceeds and bear all losses from such equity investment.**

To the extent that cash payments made to NYU under any licensing arrangement do not fully cover the out-of-pocket expenses of NYU under Section V.B. of this policy, NYU will be reimbursed for such expenses by an allocation of equity from that licensing arrangement prior to any distribution of equity pursuant to this Section V.C. Monies received by NYU pursuant to a license or other disposition of an Invention may be required to be escrowed by NYU to cover a contingent liability under the license or disposition agreement. Ordinarily, no disbursements will be made under this policy until the monies are released from such escrow.

Individuals with rights to equity interests under this policy are responsible for the personal tax and legal consequences to them of owning and/or having rights to such equity, whether directly or beneficially, pursuant to this policy.

D. **NYU and School (or other unit) shares of proceeds will be used to further the research, scholarship, educational and clinical activities of NYU (or as otherwise required by law, regulation or contract).**

E. If more than one Inventor is to share in the Inventor share provided in Section V.B. of this policy, the Inventors should decide among themselves their respective shares and provide the OIL with a written agreement signed by all Inventors. Such written agreement among the Inventors must be provided promptly to the OIL upon a written request from the OIL for such an agreement and will be irrevocable unless it is modified in writing by all Inventors. In the absence of such a written agreement, NYU will determine the distribution of shares to Inventors, which may in NYU’s sole discretion vary based on individual patents or patent applications, contributions to and commercial relevance of the Inventions or other factors, and such determination will be binding on all Inventors. NYU has the right at any time, in its sole discretion, to reappropriate distributions among the Inventors to reflect the commercial relevance of an Invention or the particular rights contained within an Invention. NYU will support such decisions with a written rationale, and any apportionment or reapportionment will be subject to the appeal rights set forth in Section VIII.D. of this policy. If the Inventors represent more than one School or other NYU unit, the distribution
of the School or unit share will follow the allocation of the Inventor share set forth in the agreement among the Inventors or NYU determination, as applicable, unless otherwise agreed.

F. Where non-patentable Copyrightable Works, Tangible Research Property and/or Research Data are included within an Invention because they are closely associated with the Invention, the persons creating or contributing to the Copyrightable Works, Tangible Research Property and/or Research Data who are not otherwise Inventors of the Invention are not entitled to share in the Inventor's share of Net Proceeds attributable to the Invention pursuant to Section V.IV.B. of this policy. However, the creators and/or contributors of non-patentable Copyrightable Works and Tangible Research Property, the creators and/or contributors may receive an economic benefit if the Copyrightable Works and/or Tangible Research Property is licensed or otherwise-commercialized with the Invention as part of an Invention. In such case, the Closely Associated with an Invention may be entitled to some portion of overall Net Proceeds, as determined below. The OIL will determine the percentage, if any, of any ultimate Net Proceeds that are expected to be attributable to the Copyrightable Works and/or Tangible Research Property and such percentage will be payable to the creators and/or contributors pursuant to the Copyright Policy and Tangible Research Property Policy, as applicable; and such allocation will reduce the Net Proceeds available for distribution to Inventors under this policy. Creators or contributors of Research Data are not entitled to any economic benefit from such commercialization. For example, if an Invention that includes non-patentable copyrightable software and Tangible Research Property are closely associated with a patentable Invention and the Invention, including the software and Tangible Research Property, are licensed to a third party, and the OIL determines that ten percent of any proceeds are attributable to the software and zero percent of any proceeds are attributable to the Tangible Research Property, then 90 percent of the Net Proceeds are distributable to Inventors pursuant to Section V.B. of this policy and 10 percent of the Net Proceeds are distributable pursuant to Section XIII.B. of the Copyright Policy.

G. Whenever NYU licenses rights to an Invention, NYU will seek to reserve the right for NYU to use the Invention for any purpose consistent with NYU’s mission, including research, clinical and educational purposes, except in rare cases approved by the Provost (the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing), and NYU may reserve the right to grant similar rights to other nonprofit research institutions.

VI. RELEASING OR TRANSFERRING OR RELEASING OWNERSHIP OF INVENTION OWNERSHIP RIGHTS TO THE INVENTOR

A. If NYU determines it will not pursue patenting and/or commercialization of an Invention subject to NYU ownership under this policy, NYU Requests for Release of NYU Ownership Prior to NYU Patent Filing.

If an Inventor of an Invention subject to this policy believes an Invention (a) is not an NYU-Owned Invention under the terms of this policy or (b) even where it is an NYU-Owned Invention, should be released by NYU, the Inventor may make a written request through the OIL, for a written determination that the Invention is a Non-NYU Owned Invention and/or ask NYU to release its ownership rights to the Invention. In case of multiple Inventors, all Inventors will be promptly notified by NYU of the request. In connection with the request, the Inventor(s) must provide the OIL with a description of all relevant circumstances leading to the conception, reduction to practice
and development of the Invention and other relevant information as reasonably requested by the OIL. The Provost, in consultation with the OIL and the School Dean(s), will make a determination in writing (where pertinent) as to: (i) whether the Invention is an NYU-Owned Invention or a Non-NYU Owned Invention and (ii) whether NYU will agree to release any claims of ownership or transfer ownership of the Invention to the Inventor(s). The OIL will use reasonable efforts to provide a written determination to the Inventor(s) within thirty days of the date on which the OIL receives sufficient information regarding the Invention for NYU to make its determination. Any determination may be appealed by any Inventor under section VIII.F of this policy.

B. Requests for Transfer of Ownership of NYU-Owned Inventions After NYU Patent Filing.

If NYU, in consultation with the Inventor, determines it will not pursue patenting and/or commercialization of an NYU-Owned Invention, the OIL will notify the Inventor(s), and will consider a written request by the Inventor to transfer ownership in the Invention to the Inventor as provided herein, subject to the terms (including required approvals from government or other sponsors) of any applicable grants, contracts or agreements duly entered into with governmental, corporate, nonprofit or other sponsors or third parties (including but not limited to any “march-in” rights held by the US Government under the Bayh-Dole Act). Transfer of ownership to the Inventor generally will be subject to an irrevocable non-exclusive world-wide royalty-free license to NYU to use the Invention for education, research (including sponsored research), clinical and other legitimate NYU purposes and may be subject to a reservation to NYU of the right to grant similar licenses to other nonprofit institutions and government organizations. In those instances in which there are multiple Inventors, all Inventors must be in agreement and be party to such a request, although all Inventors need not be seeking ownership or equal rights. If a request is timely if NYU has not begun the process of filing a patent application or otherwise begun marketing and/or commercialization efforts within 120 days after a completed Invention Disclosure has been submitted to the OIL on the Invention, or (2) has notified the Inventor(s) that it will abandon the Invention and/or its patent application(s) and/or patent(s) and/or marketing and/or commercialization, an Inventor may make such a request. In the event that the 120-day waiting period would result in a loss of patent rights, an Inventor may make such request at any time, and must in such case include an explanation for the timing of the request in the request. In all cases, decisions regarding transfer of ownership in Inventions are at the sole discretion of NYU, and NYU has no liability to any Inventor, other person with rights under this policy or third party in connection with such decisions.

C. Reimbursement of NYU Expenses.

If, after the transfer of ownership of an NYU-Owned Invention to the Inventor pursuant to a request made under Section VI.A. of this policy, the Inventor receives proceeds from commercializing the Invention, NYU may reserve the right to require reimbursement from the Inventor for any out-of-pocket expenses incurred by NYU in connection with the Invention, including legal, commercialization and marketing expenses. NYU will apprise the Inventor(s) of any reimbursement requirements in writing at or within thirty days of the time of the transfer of ownership.

D. Impact on Future Related Inventions.
The transfer of ownership of an NYU-Owned Invention to the Inventor under sub-sections A or B above does not affect NYU’s rights or the Inventor’s rights or obligations pursuant to this policy with respect to other Inventions, unless agreed to in writing by the Inventor and NYU. For example, if the Inventor invents an NYU-Owned Invention that is an improvement to the transferred Invention for which a continuation-in-part patent application could be filed, the Inventor must fully disclose such improvement as a new Invention to NYU, which may claim ownership of such new Invention.

E. Individual Countries.

Often when NYU seeks patent protection for an Invention, it seeks such protection only in the US and certain other countries. If the Inventor wishes to file patent applications in a country other than the US in which NYU has chosen not to file, the Inventor may request permission to do so at his/her own expense. In the case of multiple Inventors, all Inventors must agree and be party to the request, although all Inventors need not agree to participate in the expense of such filings. NYU, in its sole discretion, will decide if permission is granted. Because the existence of patent rights that are not owned by NYU in particular countries could block a licensee of the patents that NYU has pursued from commercializing the Invention in such countries, and could therefore impede NYU’s ability to most effectively license the patents that it has pursued, NYU will retain ownership of all patent applications filed and all patents issued (US and non-US) for the Invention. If NYU receives separate revenues that are or can be directly attributed specifically to such patent applications and patents for which the Inventor has solely paid expenses, the Inventor’s share of Net Proceeds from such revenue will be increased from 42.5% to 63.75%, and the School (or unit) and NYU shares will be reduced pro rata in order to recognize both the expenses incurred by NYU in the preparation of the US application that will serve as the basis for the non-US applications and the expenses incurred by the Inventor on the non-US applications. Where no such separate revenue may be identified, and NYU licenses its rights as a part of an overall portfolio, NYU will, in its sole discretion, determine if the filings by the Inventor increased the Net Proceeds and, if so, determine an equitable sharing to reflect Inventor’s additional contributions. The Inventor also may request reimbursement of out-of-pocket patent expenses he/she incurred in filing such non-US patent applications and in obtaining and maintaining resulting patents from Gross Proceeds attributed specifically to such non-US patent applications and patents. In those instances, the Inventor must provide NYU with copies of all documents relating to such non-US filings, including, but not limited to, all documents sent from and submitted to any non-US patent office and documents showing the costs of obtaining such protection.

A. If an Inventor of an Invention subject to this policy believes an Invention should not be subject to NYU’s ownership rights under this policy because (1) the Invention can be shown by clear and convincing evidence to be outside of NYU’s ownership rights in accordance with Section III.A(2) of this policy, (2) the Invention was made solely during an unpaid leave as set forth in Section III.C. of this policy, (3) the Invention was made by student(s) as part of uncompensated class work as set forth in Section III.E. of this policy, (4) the Invention was made in outside consulting and is consistent with the requirements set forth in Section IV.B. of this policy, or (5) otherwise, the Inventor may request through the OIL a determination as to whether NYU will assert ownership rights to the Invention under this policy. In the case of multiple Inventors, all Inventors should agree and be party to the request. In connection with the request, the Inventor(s) must provide the OIL with a summary of the circumstances leading to the conception, reduction to practice and development of the Invention. The Provost, The Executive Vice President or the
Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing, as applicable, in consultation with the OIL and the School Dean(s), will make a determination in writing on whether to assert ownership rights in such Invention or to release such Invention to the Inventor(s). It is expected that the written determination will be provided to the Inventor(s) within thirty (30) days of the OIL’s receipt of sufficient information regarding the Invention for NYU to make such a determination. In all cases, decisions regarding releasing of ownership in Inventions are at the sole discretion of NYU, and NYU has no liability to any Inventor, other person with rights under this policy or third party in connection with such decisions.

VII. MAKING NYU-OWNED INVENTIONS AVAILABLE FOR PUBLIC USE

NYU, in its sole discretion, normally after consultation with the Inventor(s), may make Inventions available for public use on a royalty-free license, open patent license, or other means on such terms as it finds appropriate where it believes that the advantages of making such Inventions available for public use outweigh alternative commercialization strategies and there are no legal or contractual obligations that prohibit the public use. The Inventor of an Invention owned by NYU may request that NYU make such Invention available for public use on a royalty-free license, open patent license, or other means. Such request should be transmitted to the OIL in writing. In the case of multiple Inventors, all Inventors should agree and be party to the request. The Provost, The Executive Vice President or the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing, as applicable, will make a determination with respect to the request (see Section VIII.F. of this policy).

VIII. ADMINISTRATION OF POLICY

A. University Administration

This policy will be administered by the Provost and The Executive Vice President, except in the Schools of Medicine, Dentistry and Nursing, where the policy will be administered by the Executive Vice President for Health. The Provost, The Executive Vice President or the Executive Vice President for Health may obtain advice from the Intellectual Property Advisory Committee and the Provost (the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing) will consult with the School Deans, as appropriate. Further information about the Intellectual Property Advisory Committee and administration of this policy is contained in Appendix B.

B. Disclosure of Inventions

(1) With respect to any Inventions where there is a reasonable possibility it could be subject to NYU ownership under the terms of this policy, Inventors must, at the earliest opportunity practicable, disclose the invention to NYU via the OIL. The ideal and recommended method of disclosure is to complete an Invention Disclosure Form, which is available on the OIL’s Web site at http://www.nyu.edu/oil, with respect to any Invention that might be subject. Where necessary, Inventors may disclose Inventions to NYU ownership under the terms appropriate obligations of this policy, confidentiality. Ordinarily, because international patent rights will be lost if information describing an Invention has been published prior to filing of a patent application, notice and disclosure of an Invention should be made to NYU through the OIL at least three months.
prior to any public disclosure (including but not limited to publication or presentation, such as at poster sessions or academic conferences); but, in any event prior to any public disclosure (written or oral), public display, use of, or offer to sell or convey the Invention. If an Inventor believes that early disclosure of an invention may impede research or collaboration, or otherwise is advisable, he or she should discuss the circumstances with the OIL, which will assist in developing a reasonable time schedule for disclosure. It is the obligation of each Inventor to ensure that the completed Disclosure Form provides a full disclosure to NYU, including that contains all material facts necessary so that NYU: (a) is fully informed of the scope, extent and usefulness of the Invention; (b) able to make a proper determination of Inventorship and ownership; (c) able to fulfill reporting obligations to governmental and other research sponsors; and (d) able to timely prepare and file patent applications. An Inventor’s obligation to disclose material facts as set forth herein continues after the Inventor ceases to be a member of the University Community with respect to Inventions covered under that might be subject to NYU ownership under the terms of this policy.

(2) If there is any possibility that NYU has ownership rights in an Invention, the Inventor must disclose the Invention to NYU as set forth in this policy even if an Inventor believes that NYU has no ownership rights to the Invention. Inventors are encouraged to disclose all Inventions to NYU, under confidentiality where appropriate, that are conceived, reduced to practice or developed in whole or in part while the Inventor is a member of the University Community even if NYU clearly has no ownership rights to the Invention.

(2) Where a member of the University Community has any doubt about ownership of an Invention, the member is encouraged to seek clarification through discussions with the member’s School Dean or with a representative of the OIL. Where appropriate and otherwise mutually agreed, these discussions may take place confidentially.

(3) Upon disclosure of an Invention, NYU will determine whether or not asserts ownership vests in NYU of the Invention pursuant to this policy, and will communicate that determination to the Inventor(s).

C. Inventor Cooperation with NYU Ownership Rights

If NYU maintains ownership rights to the Invention pursuant to this policy, For NYU-owned Inventions, NYU has the right, either directly or through others, to evaluate the Invention, to seek patent or other protection of the Invention, and to undertake commercialization and/or otherwise introduce the Invention into public use. NYU will consult with the Inventor in undertaking those efforts. Each Inventor is required to cooperate as reasonably requested by NYU, and in every necessary way, with NYU’s efforts, but at no out-of-pocket expense to the Inventor, with NYU’s efforts, including This cooperation includes, without limitation, executing confirmatory assignments or agreements documenting NYU’s ownership, executing documents necessary or useful for prosecuting or enforcing patents and patent applications in the US or in any other jurisdiction or with respect to the commercialization the Invention or its introduction into public use, providing available documentation regarding inventorship, and providing reasonable advisement regarding the Invention to companies who have acquired rights to the Invention pursuant to this policy. To the extent practicable, when requiring an Inventor’s cooperation with NYU’s efforts, NYU will take into account the Inventor’s other duties within the scope of his/her NYU employment. When such cooperation would materially affect the Inventor’s ability to conduct his/her NYU duties, the Inventor will notify the School Dean of the issue. The School Dean, with
participation of the Inventor and the OIL, will then make a determination resolving the issue. Any such determination may be appealed by an Inventor under section VIII.F of this policy. An Inventor’s obligation to cooperate as set forth herein continues after the Inventor ceases to be a member of the University Community with respect to Inventions covered under this policy. Similarly, an Inventor’s right to receive a share of Net Proceeds pursuant to this policy continues after an Inventor ceases to be a member of the University Community.

Concomitantly, NYU seeks to cooperate with Inventors in connection with the patenting and commercialization of intellectual property. Where NYU has agreed to consult with the Inventor(s), it will use reasonable efforts to do so. However the failure to consult will not diminish NYU’s rights under this policy.

D. Agreement to Policy

This policy is binding on NYU and on all members of the University Community. All members of the University Community are advised of NYU’s policies and procedures relating to intellectual property through publication on NYU’s website at www.nyu.edu. To the extent NYU requires or seeks to obtain formal confirmation of patent assignment or other agreements to implement this policy, the absence of such executed agreements does not in any way invalidate, in whole or in part, the applicability of this policy or diminish NYU’s rights under this policy. Nothing in this policy constitutes a waiver by NYU of any rights that NYU may have under any other NYU policy, by contract or pursuant to any applicable law; provided, however, that NYU’s release or transfer of ownership of an Invention pursuant and in accordance with the terms of Article VI is binding on NYU.

E. Intellectual Property Agreement

Each member of the University Community must sign and submit an Intellectual Property Agreement consistent with this policy (see Appendix 6B) when first submitting an external grant application, when first engaging in sponsored programs, or in certain Schools on accepting an appointment to NYU; and must sign and submit an Intellectual Property Agreement consistent with this policy at any time upon request of the Provost, The Executive Vice President, or the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing. All program directors or principal investigators of sponsored programs are responsible for securing signatures to the Intellectual Property Agreement from all research personnel, including students, working on a project at the time of their appointment to the project and for the timely submission of the fully-executed Agreement as set forth on the Intellectual Property Agreement. Notwithstanding the above, the failure of NYU to obtain a signed Intellectual Property Assignment does not in any way diminish NYU’s rights under this policy.

F. Disputes

Disputes involving intellectual property rights or this policy will be reviewed and resolved by the Provost and/or The Executive Vice President or by the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing, as applicable, unless a decision is deemed final pursuant to this policy. The Provost, The Executive Vice President, and/or the Executive Vice President for Health may within their sole discretion, which may be exercised at the request of a faculty member, refer the matter to the Intellectual Property Advisory Committee or another
designee to adjudicate the matter or to make a formal recommendation to the Provost and/or The Executive Vice President or to the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing, as applicable pursuant to section VIII.G of this policy. Adjudications made hereunder by the Intellectual Property Advisory Committee or another designee of the Provost, The Executive Vice President and/or the Executive Vice President for Health may be appealed, within thirty days of the date of the decision, to the Provost and/or The Executive Vice President or to the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing, who will review the matter and make a final decision on behalf of NYU. If the Provost and/or The Executive Vice President or the Executive Vice President for Health is not able to review the matter and make a final decision on behalf of NYU, for example due to conflict or unavailability, the appeal will go instead to the President or the President’s designee, who will review the matter and make a final decision on behalf of NYU. The persons involved in the dispute should present a written summary of the matter with relevant written evidence and may ask to present witnesses, which may be permitted in the discretion of the recommending or adjudicating person or persons or committee. The recommending or adjudicating person or persons or committee may consult with the Intellectual Property Advisory Committee, the relevant School Dean, other officers and personnel of NYU, and/or any experts or witnesses as they may deem appropriate.

G. Advisory Committee

The Provost (the Executive Vice President for Health in the case of the Schools of Medicine, Dentistry and Nursing) may from time to time appoint an Intellectual Property Advisory Committee with broad or specific responsibilities relating to all intellectual property matters (which may include, without limitation, Inventions, patents, Copyrightable Works, copyrights, software, Tangible Research Property and Research Data). The Intellectual Property Advisory Committee’s role is to advise the OIL, the Provost, and/or the Senior Vice Provost for Research, except in the Schools of Medicine, Dentistry and Nursing, where the Committee’s role is advisory to the School Dean and the Executive Vice President for Health. Committee will include three full time faculty members who will be appointed by the Provost, after consultation with the two Faculty Senator Councils, three administrators appointed by the Provost, and a chair, who will be a School Dean, or that School Dean’s designee, appointed by the Provost. The Committee may from time to time have other ad hoc committee members selected by the Chair for technical expertise regarding specific matters before the Committee. The Intellectual Property Advisory Committee’s role is to advise and make recommendations to the Provost where the Committee’s role is advisory to the School Dean.

H. Administration by Schools and Units

(1) The School Deans will work closely with the Provost and the Intellectual Property Advisory Committee to ensure that the perspectives, practices and values of each School are taken into consideration in the decision-making process under this policy.

(2) Each School of NYU retains the right to supplement this policy as necessary or desired by such School, including requiring formal patent assignment or agreements of its employees or others subject to this policy or such School’s policies. The Provost may permit academic units other than Schools, The Executive Vice President may permit non-academic units, and the Executive Vice President for Health in the case of the School of Medicine, Dentistry and Nursing, may permit any
of their academic and non-academic units, to supplement this policy as necessary or desired by such unit, including requiring formal patent assignment or agreements of its employees or others subject to this policy or such unit’s policies. The decision of any School or unit not to secure formal intellectual property agreements from any person does not diminish NYU’s rights under this policy. Any supplement must be: (a) consistent with the terms of this policy (or an exception approved in accordance with the Policy on Policies); (b) in writing; (c) approved by the School Dean of a relevant School in the case of a School; and (d) submitted to the Provost for review and approval in the case of a School or academic unit, to the Executive Vice President in the case of a non-academic unit and to the Executive Vice President for Health in the case of the School of Medicine, Dentistry and Nursing and any of their academic and non-academic units. A supplement may contain dispute resolution procedures that operate within a School, provided that such procedures are not inconsistent with this policy and provide for resolution pursuant to Section VIII.E.F of this policy in the event that such dispute cannot be resolved within the School.

I. Governing Law

This policy is governed by and construed in accordance with the laws of the US and the State of New York, including US laws of inventorship; provided however, that where the only persons who may be Inventors are non-US nationals and all of the work giving rise to the Invention was performed outside of the United States, NYU may, in its sole discretion, apply a relevant international law to the policy (including questions of law governing intellectual property, including questions of inventorship) may, in NYU’s discretion, be construed under relevant international law.
APPENDIX A
TO STATEMENT OF POLICY ON INTELLECTUAL PROPERTY

DEFINITIONS

This Appendix defines certain terms used in this Statement of Policy on Intellectual Property. Except where the context requires otherwise, whenever used in the singular, the plural includes the singular, and the use of any gender is applicable to all genders.

“Closely Associated With” means the following: (a) developed by or in connection with the Invention, and/or the research giving rise to the Invention; (b) not otherwise subject to the terms of any research funding agreement; and (c) adding value to practicing the patent, effectively prosecuting the patent application, and/or licensing or commercializing the Invention.

“Copyrightable Work” means any original work of authorship that is reduced to tangible form (including web pages and digital works), and includes literary works, computer software, data sets, musical works, dramatic works, pantomimes and choreographic works, artistic works (pictorial, graphic, and sculptural), and audiovisual works including motion pictures, sound recordings, and architectural works, all including in existing formats and those later created. For purposes of this Statement of Policy on Intellectual Property, a Copyrightable Work also includes all US and international copyright rights, and all similar rights, such as moral rights, derived from the Copyrightable Work.

“Creator” means a member of the University Community who has solely or jointly authored or created a Copyrightable Work.

“The Executive Vice President” means The Executive Vice President or his/her designee.

“Executive Vice President for Health” means the Executive Vice President for Health or his/her designee.

“Gross Proceeds” means proceeds received by NYU (on a cash, as opposed to an accrual, basis) from licensing or otherwise granting rights in an Invention, Copyrightable Work, or Tangible Research Property to third parties, including license fees, royalties on sales or other usage, and milestone payments, but excluding research funding and other internally generated monies, including but not limited to tuition. Gross Proceeds also includes amounts recovered (on a cash, as opposed to an accrual, basis) by NYU from suits or dispute resolution with licensees and/or infringing third parties, less the attorney’s fees, court and dispute resolutions fees and other direct costs of such suits.

“Instructional Media”, means: (i) a Copyrightable Works used or created as content for courses, instruction and/or programs delivered at, for or under the auspices of NYU using any form of media, including print, in-person delivery, over the World Wide Web or using other forms of electronic media, video including videotaping, audio including audiotaping, television broadcast, or radio broadcast, as well as forms of transcription or media in existence or that may arise in the future. By way of illustration, Instructional Media includes, but is not limited to, the course title and course syllabus, course reading lists, lecture notes, course materials, handouts, problems and examples, course presentation materials (such as content made available to students through Sakai,
Blackboard, Powerpoint, and similar programs, platforms and/or technologies), and course tests and examinations. Instructional Media excludes Traditional Works of Scholarship.

"Invention" means refers to any novel idea, discovery, invention, know-how, show-how, or process; whether or not that may be patentable, together with any associated or supporting technology necessary or useful for or otherwise protectable under similar laws relating to the protection, development or application of technological advances (e.g., the idea, discovery, invention, know-how, show-how, or process). For purposes of this Statement of Policy on Intellectual Property, an Invention—Plant Variety Protection Act). “Invention” also includes all patents and patent rights derived from that Invention, and all non-patentable Copyrightable Works, Tangible Research Property and Research Data that are closely associated with the Invention. “Closely associated with” includes useful in practicing the patent, in effectively prosecuting the patent application or in maximizing the licensing potential or other commercialization of the Invention. Associated With any such discovery, invention, know how, or process. As a general rule, an Invention has likely been made when a technology that is new and useful has been conceived or reduced to practice, or when unusual or unexpected results have been obtained that can potentially be developed or used commercially or for research purposes.

"Inventor" means a person who individually or jointly with others makes an Invention, and in the case of a patent, who meets the criteria for Inventorship under US patent laws and regulations, or similar laws (such as the Plant Variety Protection Act), regardless of the place an Invention is conceived, or reduced to practice or developed. Creating or contributing to non-patentable Copyrightable Works, Tangible Research Property or Research Data that are closely associated with an Invention does not cause, in and of itself, make the creator or contributor to be an Inventor.

“Net Proceeds” means Gross Proceeds minus all out-of-pocket expenses incurred by NYU that are associated with the Invention(s), Copyrightable Work(s), Tangible Research Property or Research Data that are covered by a particular license or technology transfer agreement. Out-of-pocket expenses includes, but is not limited to, such items as: patent or copyrighting expenses, legal expenses associated with negotiating an agreement or defending or prosecuting a claim or potential claim with respect to an Invention, Copyrightable Work, Inventor, Creator, or licensee, travel expenses, payments due to other parties with rights in the Invention, Copyrightable Work, Tangible Research Property or Research Data, or any reasonable expenses incurred in pursuing NYU’s rights.

“Non-NYU-Owned Invention” means an Invention not subject to NYU ownership under this policy.

“NYU” includes the schools, colleges, institutes, and other administrative units of NYU, NYU’s Global Network University sites, and all University Affiliates, as each term is defined in NYU’s Policy on Policies.

“NYU-Owned Invention” means an Invention subject to NYU ownership under this policy. For an invention that is jointly owned by NYU and a third party, “NYU Invention” refers to NYU’s share of the Invention.
“Research Data” means any recorded, retrievable information useful for the reconstruction and evaluation of reported results created in connection with the design, conduct or reporting of research performed at, for or under the auspices of NYU and the events and processes leading to those results, regardless of the form or the media on which they may be recorded. Research Data include both intangible data (statistics, finding, conclusions, etc.) and tangible data (notebooks, printouts, etc.), but not Tangible Research Property.

“Safeguard Criteria” means the following criteria: (a) whether a proposed activity might interfere with the member of the University Community’s obligations to NYU, including research sponsors, other collaborators or students, fellows, trainees, and/or postdoctoral appointees; (b) whether a proposed activity could interfere with the member’s ongoing or planned teaching, research, or clinical responsibilities or obligations to NYU; (c) whether intellectual property generated by a proposed activity could block the member from performing external research or work for which the member was engaged consistent with NYU policies, including conflict of interest policies; (d) whether a proposed activity is derivative of information that is confidential to NYU, or for which NYU has confidentiality obligations; and/or (e) whether a conflict of interest may exist as a result of a proposed activity under NYU conflict of interest policies, where such a conflict exists, whether it can be adequately managed under either NYU’s conflict of interest policies, or any applicable School policies.

“School” means each NYU school, college or institute that functions similarly to a school or college (such as IFA, ISAW, Courant and CUSP), each NYU comprehensive campus (such as New York, and Abu Dhabi and Shanghai) and also may include for purposes of this policy other global sites as designated by the Provost

“School Dean” means the dean, or his or her designee, of each NYU school and college, the director or each NYU institute that functions similarly to a school or college (such as IFA, ISAW, Courant and CUSP) and the Vice Chancellor of each NYU comprehensive campus (such as New York and Abu Dhabi). In the case of other NYU global sites that have Inventors, Creators and/or TRP Creators, the Provost may designate someone to fulfill some or all of the duties of a School Dean as described herein with respect to such global sites.

“Substantial Use of University Resources” means more than incidental use of NYU resources. The following are examples of Substantial Use of University Resources (in the absence of advance written approval of NYU that explicitly states they will not be deemed to be considered Substantial Use of University Resources): use of NYU internal funding or use of funding under grants or contracts administered by NYU; use of NYU employees, physicians, consultants, vendors, contractors, students, post-doctoral scholars or fellows; use of NYU-intellectual property owned by NYU under this policy, Tangible Research Property or Research Data; use of NYU laboratories or other facilities; or use of NYU research, clinical or other equipment. Use of NYU libraries on a basis similar to use by scholars who have no association with NYU is not considered Substantial Use of University Resources. Use by students of equipment, supplies, or
other resources as a part of their uncompensated class work is not considered Substantial Use of University Resources.

“Tangible Research Property” (or “TRP”) means tangible (or corporeal) items produced in the course of research, clinical or other activities at, for or under the auspices of NYU, or otherwise made with Significant Use of University Resources. TRP includes, but is not limited to, such items as: biological materials, engineering drawings, integrated circuit chips, physical embodiments of computer software and computer databases, algorithms and databases (e.g., computer disks and firmware), prototype devices, circuit diagrams, and equipment, as is intended to include items that are in existence or that may arise in the future. TRP are separate and distinct from Inventions, patents, Copyrightable Works, copyright or Research Data. Individual items of TRP may be associated with copyrights or patents. For purposes of this Statement of Policy on Intellectual Property, Tangible Research Property also includes all registrations, filings, depository rights and indicia covering the TRP. By way of illustration only, this includes but is not limited to: ATCC data and rights, mask work rights, and Plant Variety Protection Certificates.

“TRP Creator” means a member of the University Community who has solely or jointly made Tangible Research Property. TRP Creators must make a significant intellectual contribution to TRP. Merely the provision of specimens or samples to a repository or library does not qualify a person as a TRP Creator.

“Traditional Works of Scholarship” means the following when created by faculty, research scientists, post-doctoral appointees, and/or fellows: traditional textbooks in print or digital format, journal articles, research bulletins, monographs and other scholarly publications, non-commissioned creative works of art, including music, lyrics, photographs, poetry, choreography, works of fiction, plays, architectural works, sculpture, pictorial and graphic works, motion pictures, and sound recordings, which in each case are created: (1) as part of the regular scholarly activities of a Creator covered by this Statement of Policy on Intellectual Property; and (2) upon the initiative of the Creator (as opposed to a research sponsor or NYU).

“Under the auspices of NYU” means by the authority of, in the name of, or with support from or through NYU.

“University Community” means all NYU faculty, including visiting faculty; researchers, including research staff and persons participating in research at NYU, for NYU or “under the auspices of NYU”; employees; contractors; professional staff, volunteers, fellows, trainees and post-doctoral appointees; students; and any other persons involved in the creation of Inventions, Copyrightable Works and/or Tangible Research Property at, for or under the auspices of NYU, including consultants, vendors and contractors, and applies to all research projects on which those individuals work, regardless of whether the project is funded and if so, by what entity, but expressly excluding employees of NYU Langone Health System and the NYU School of Medicine.
NOTE – THIS PROPOSED POLICY UPDATE WOULD NOT APPLY TO THE SCHOOL OF MEDICINE (OR TO NYU LANGONE HEALTH SYSTEM AND AFFILIATES). THUS, IF THIS POLICY UPDATE IS IMPLEMENTED, THE SCHOOL OF MEDICINE WOULD, IN PARALLEL, IMPLEMENT A NEW VERSION OF THE EXISTING 2012 NYU IP POLICY, MODIFIED TO APPLY ONLY TO THE SCHOOL OF MEDICINE (AND NYU LANGONE HEALTH SYSTEM). BOTH POLICIES WOULD ALSO INCLUDE PROVISIONS NECESSITATED BY HAVING TWO POLICIES (E.G., ADDRESSING JOINT APPOINTMENTS, INVENTIONS COVERED BY BOTH POLICIES, CROSS REFERENCES, ETC.)

New York University
UNIVERSITY POLICIES

Title: Statement of Policy on Intellectual Property
Effective Date: [ ], 2017
Supersedes:
- Statement of Policy on Patents, as approved on November 26, 1956 and amended through December 12, 1983
- Statement of Policy on Copyrights, as approved on January 24, 1972
- Statement of Policy on Computer Software Copyrights, as approved on June 5, 1989
- Policy on Tangible Research Property, effective date March 1, 2010
Related Policies:
- Policy on Academic Conflict of Interest and Conflict of Commitment
- Policy on Retention of and Access to Research Data
- Guidelines for Sponsored Research
- Statement of Policy on Photocopying Copyrighted Materials
Issuing Authority: University Provost
Responsible Officer: Senior Vice Provost for Research

Purpose of this Policy

This Statement of Policy on Intellectual Policy comprises a Patent Policy, a Copyright Policy and a Tangible Research Property Policy. Each of the three policies is intended to express NYU’s commitment to promoting the development and use of intellectual property for the public good through research and scholarship, to creating an optimal environment for appropriate research, development and commercialization, and to supporting entrepreneurship by NYU and members of the University Community as an important approach to the development and use of intellectual property for the public good. The Patent Policy guides the University Community in disclosing and managing inventions made at, for or under the auspices of NYU. The Copyright Policy identifies the situations in which copyrightable works may be created at, for or under the auspices of NYU, defines ownership and license rights for such works, and expresses NYU’s commitment to disseminate and commercialize its copyrightable works consistent with the public good. The Tangible Research Property Policy addresses the ownership, distribution and commercialization of
tangible items produced in the course of NYU’s research, clinical or other activities, consistent with the public good.

Who Needs to Know This Policy

This policy applies to all members of the “University Community.” As used in this policy, “University Community” means: all NYU faculty, including visiting faculty; researchers, including research staff and persons participating in research at NYU, for NYU or “under the auspices of NYU” (i.e., by the authority of, in the name of, or with support from or through); employees; professional staff; volunteers; fellows, trainees and post-doctoral appointees; students; and any other persons involved in the creation of Inventions, Copyrightable Works and/or Tangible Research Property at, for or under the auspices of NYU, including consultants, vendors and contractors, and applies to all research projects on which those individuals work, regardless of whether the project is funded and if so, by what entity, but expressly excluding employees of NYU Langone Health System and the NYU School of Medicine.

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Appendix A: Definitions
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PREAMBLE

The mission of New York University (“NYU” or the “University”) includes the provision and promotion of education and research and the provision of patient and other clinical services. This mission is supported by well-established academic values and practices, including, among others: academic freedom; promotion of excellence and innovation in teaching and research; support of the ability of faculty and research staff to publish, share information, collaborate in research activities, innovate and develop technologies that benefit the public; and support of students in full participation in these and other educational activities. NYU recognizes that intellectual property often results from various activities conducted wholly or in part at, for or under the auspices of NYU; and that protection of intellectual property rights can enhance the likelihood that discoveries and inventions are made available for the public good. This Statement of Policy expresses NYU’s commitment to promote the development, dissemination and commercialization of such intellectual property for the public good and for the benefit of the NYU Community.

This Statement of Policy on Intellectual Property includes a Patent Policy, a Copyright Policy, and a Tangible Research Property Policy. Predecessor policies are set forth on the first page of the policy. The version of the policy being amended herein was approved by the NYU Board of Trustees to be effective on July 1, 2012. This Statement of Policy is subject to change at any time and from time to time, with the approval of the Board of Trustees of the University.

This Statement of Policy on Intellectual Property should be considered together with other pertinent NYU policies, including the NYU Policy on Academic Conflict of Interest and Conflict of Commitment, the NYU Policy on Retention of and Access to Research Data, the Guidelines for Sponsored Research, and the Statement of Policy on Photocopying Copyrighted Materials, which are available at www.nyu.edu/about/policies-guidelines-compliance.html.

This policy applies, among other things, to all research and other sponsored projects conducted at, for or under the auspices of NYU, whether funded by a US sponsoring agency, NYU or another funding source. It is the policy of NYU to comply with requirements imposed by a US sponsoring agency and by US law, including but not limited to the Bayh-Dole Act, and with requirements to which NYU has duly entered into or agreed to in connection with other funding sources and collaborators. This policy is to be interpreted to comply with applicable US sponsoring agency requirements and US law. Additionally, research must be conducted in accordance with NYU policies, including this policy and the policies of a relevant School. Each member of the University Community is responsible for assuring his or her compliance with the requirements applicable to such person’s specific research and other sponsored projects.
Certain defined terms used throughout this Statement of Policy on Intellectual Property are set forth in Appendix A.

The electronic version of this policy will, from time to time, be accompanied by “Frequently Asked Questions,” which provide further guidance regarding a variety of practical situations.
PATENT POLICY

I. PREAMBLE

NYU is dedicated to teaching, scholarship, research, the provision of patient and other clinical services, and the expansion of knowledge. While NYU encourages these activities for their intrinsic value, it recognizes that Inventions may result from various activities conducted wholly or in part at, for or under the auspices of NYU. This policy expresses NYU’s commitment to promote the use of Inventions for the public good, including: promoting research and scholarship, and facilitating the development, dissemination and commercialization of Inventions. This policy further expresses NYU’s commitment to create the optimal environment for appropriate research, development and commercialization with private industry, and to be supportive of entrepreneurship by NYU and members of the University Community. It recognizes that patents may sometimes be necessary to encourage companies, including faculty startups, to risk investing personnel and financial resources to develop Inventions. This policy further supports NYU’s mission of contributing to the economic development goals of New York City, the State of New York, and beyond.

This policy defines ownership rights relating to Inventions and ensures that the proceeds from any commercialization of Inventions owned by NYU under this policy are distributed in a manner approved by NYU’s Board of Trustees and consistent with the mission of NYU.

This policy also guides members of the University Community in complying with NYU’s legal and contractual obligations, including under the Bayh-Dole Act.

NYU’s Office of Industrial Liaison (the “OIL”) is responsible for managing on behalf of NYU all patenting and commercialization activities. In the course of making its decisions with regard to patenting and commercialization efforts for Inventions that are subject to NYU ownership under this policy, the OIL will use its best efforts to receive input from NYU Inventors. The OIL will work collaboratively with Inventors and will at all times keep them reasonably and timely apprised of patenting and commercialization activities.

II. SCOPE AND APPLICABILITY

A. General Scope of this Policy.

This policy addresses Inventions that are conceived or reduced to practice in whole or in part, by members of the University Community.

B. Definition of Invention.

"Invention" refers to any discovery, invention, know-how, or process that may be patentable or otherwise protectable under similar laws relating to the protection of technological advances (e.g., the Plant Variety Protection Act). "Invention" also includes non-patentable Copyrighted Works, Tangible Research Property and Research Data that are Closely Associated With any such discovery, invention, know how, or process. As a general rule, an Invention has likely been made when a technology that is new and useful has been conceived or reduced to practice, or when unusual or unexpected results have been obtained that can potentially be developed or used commercially or for research purposes.
III. OWNERSHIP OF INVENTIONS

A. General Rules

(1) **NYU-Owned Inventions.** Except as may otherwise be provided in Sections III.B.4, C, D, and F, NYU owns only those Inventions conceived or reduced to practice in whole or in part by members of the University Community:

   a. in the scope of NYU employment (see sections III.B and III.C); or

   b. with the Substantial Use of University Resources.

(2) **Non-NYU Owned Inventions.** NYU does not claim ownership of all Inventions conceived, or reduced to practice by members of the University Community. An Inventor may demonstrate that an Invention is a Non-NYU Owned Invention because it was conceived and reduced to practice: (a) outside of the scope of NYU employment (See section III.B and III.C); and, (b) without the Substantial Use of University Resources. Non-NYU Owned Inventions may be owned directly by the Inventor or may be assigned freely by the Inventor (for example, to an entity with which the member is consulting, in accordance with Section IV. of this policy regarding Outside Consulting Activities), subject to any restrictions in applicable funding agreements.

(3) **Specific Determinations.** If an Inventor of an Invention subject to this policy believes an Invention (a) is not an NYU-Owned Invention under the terms of this policy or (b) even if an NYU-Owned Invention, should be released by NYU, the Inventor may make a written request through the OIL for a written determination that the Invention is a Non-NYU Owned Invention and/or ask NYU to release its ownership rights to the Invention as outlined in Section VI.A. of this policy. The request should include all information relevant for NYU to make such a determination. The OIL will use reasonable efforts to provide a written statement regarding ownership of an Invention to all Inventors within thirty days of the date on which the OIL receives sufficient information regarding the Invention for NYU to make its determination. Any determination by the OIL may be appealed by any Inventor under section VIII.F of this policy.

(4) **Ownership of Each Invention Separately Determined.** The ownership status of each Invention is separately determined in accordance with this Section III. For example, an improvement to a Non-NYU-Owned Invention may be NYU-Owned and subject to the disclosure obligations of Section VIII.A. of this Policy; or, conversely, an improvement to an NYU-Owned Invention may be a Non-NYU-Owned Invention. NYU’s determination that an Invention in a Non-NYU Owned Invention or its decision to release its ownership rights for an Invention does not affect NYU’s rights and obligations, or the Inventor’s rights and obligations, pursuant to this policy with respect to other Inventions, including improvement Inventions, not covered by the determination or release. Any determination by NYU may be appealed by any Inventor under section VIII.F of this policy.

B. Scope of NYU Employment.
(1) **General.** It is important for members of the University Community to have clear guidance as to when an activity that might give rise to the conception and/or reduction to practice of an Invention is considered within the “scope of NYU employment” under section III.A.1. The definition of “scope of NYU employment” is intended to reflect NYU's commitment to encourage and allow NYU faculty to engage in outside consulting and entrepreneurial activities that may result in Non-NYU-Owned Inventions in their general area of expertise, but outside of their “scope of NYU employment,” and that a School and the Provost may deem appropriate and customary in the relevant academic areas and disciplines, consistent with the member’s obligations under other NYU policies, including conflict of interest policies. The mere fact that an Invention is within a member’s general area of expertise does not by itself mean that the Invention is owned by NYU. The conception and/or reduction to practice of each Invention must be considered carefully on the merits of its own particular facts and circumstances.

As set forth below, reflecting the breadth of academic disciplines within the University Community, the “scope of employment” definition may be subject both to determinations for individual members of the University Community under section II.B.3, and to any supplemental policies adopted by individual Schools under section III.B.4.

(2) **Academic Members.** For academic members of the University Community, including faculty and research staff, “scope of NYU employment” means the specific teaching, scholarship, research or clinical activities: (i) that such academic member of the University Community is engaged in or conducting at, for, or under the auspices of NYU (e.g., as part of faculty-directed student research, funded faculty research, direct departmental or school initiatives, or as part of the faculty member’s activities at, for, or under the auspices of NYU); (ii) that the member has a plan to conduct (e.g., as part of a funded or pending research proposal, a draft research proposal, or an approved or pending student dissertation proposal) at, for, or under the auspices of NYU; or (iii) for which the academic member was hired.

“Scope of NYU employment” for academic members of the University Community does not include the following: (a) teaching, scholarship, research, clinical activities, or entrepreneurial activities that are not at, for, or under the auspices of NYU, provided that the activities are consistent with the member’s obligations under other NYU policies, including NYU’s conflict of interest policies; (b) the conception, reduction to practice and development of Inventions by NYU faculty solely during an unpaid leave; or (c) the conception, reduction to practice and development of Inventions during outside consulting consistent with Section IV of this policy.

(3) **Scope of Employment Determinations for Individual Members.** Where a member of the University Community wishes to confirm that a certain activity is or would be outside of that member’s “scope of NYU employment” or has a question about whether an activity that might give rise to an Invention is within the “scope of NYU employment”, he or she may make a written request for a specific determination from the School Dean. The request should include all information relevant for NYU to make such a determination. The School Dean, in consultation with the member of the University Community, the OIL, and the Provost, will issue a determination in writing regarding whether NYU believes that such work or activity is or would be within the member’s “scope of NYU employment” under this policy.

In making such a determination, the School Dean will consider all of the following: (a) the definitions of “scope of NYU employment” set forth in this Section III.B; (b) if applicable, any
policies or guidelines for the individual School developed according to Section III.B.4, (c) the Safeguard Criteria; and (d) any recommendations or contractual restrictions identified by the OIL or the Provost. The School Dean will use reasonable efforts to provide a written determination as to whether NYU believes such work or activity is or is not outside of the applicable “scope of NYU employment” within thirty days of the date on which the School Dean receives sufficient information to make a determination. Any determination may be appealed by any Inventor under section VIII.F of this policy.

(4) Practices at Individual Schools. In order to address specific requirements or practices within a particular School, department, academic discipline or research program, the School Dean, in consultation with the Provost, may establish supplemental policies or guidelines regarding “scope of employment” covering: (a) academic members of the University Community with appointments solely in the School; and (b) academic members of the University Community with joint appointments at the School and another School at NYU to the extent that the inventive activity relates to the academic field or area of teaching, scholarship, research or clinical activities that the member engages in within such School. Supplemental policies or guidelines proposed by a School Dean under this provision must be approved by the Provost. Where there are two or more Co-Inventors from different Schools, all are subject to this policy, and each is subject to the policies of all Co-Inventors’ respective Schools. In the event that an academic member of the University Community seeks clarity as to which School policies apply to the member with respect to specific research and/or a specific Invention (e.g., in the case of a joint appointment), the member should obtain guidance from the School Dean(s) involved. Where more than one School is involved, the School Deans should consult with one another prior to providing guidance.

(5) Scope of Employment for Students. The “scope of employment” for students includes work for which students: a) are paid, such as work-study programs, or b) are participating in research under a sponsored research (including under a graduate or research fellowship or assistantship). In the case of some independent studies, student work product may be considered within the scope of employment. Where a student has a question about whether a particular Invention is within the scope of employment, the student should seek a determination from the Dean for Undergraduate Studies, in the case of an undergraduate, or the Dean for Graduate Studies, in the case of a graduate student, or the equivalent administrator, in the relevant School. Any determination will be made in accordance with III.B.3 of this policy. The scope of employment for students excludes uncompensated classwork, and work done outside the auspices of NYU.

(6) Scope of Employment for Non-academic Members. The “scope of employment” for nonacademic members of the University community means the member’s course of employment for NYU, including all activities or work conducted at, for, or under the auspices of NYU. Where such an employee has a question about whether an Invention is included under the scope employment, such question should be referred to the employee’s direct supervisor.

C. University Faculty on Leave and/or Visiting Other Institutions

Unless NYU has otherwise agreed with a faculty member or with the institution where the faculty member will be a visitor, Inventions conceived or reduced to practice by NYU faculty during paid or unpaid leave (whether at NYU or elsewhere, including another institution or a company) are subject to the rules of ownership set forth in this Section III.
An NYU faculty member is encouraged to establish an agreement covering rights to Inventions conceived and reduce to practice during a leave or visit before the leave or visit begins. Negotiations for such agreements will be conducted on behalf of NYU by the OIL, in consultation with the faculty member. In cases in which there are potential conflicts between NYU’s policies and those of an institution at which a faculty member will be or has been on leave and/or visiting, such conflicts will be resolved through good faith negotiations between NYU and such institution.

D. Visitors from Other Institutions (Non-Employees)

In general, Inventions conceived or reduced to practice by visitors from other institutions (home institutions), including visiting faculty and scholars, while participating in research, clinical or other activities at, for or under the auspices of NYU or with Substantial Use of University Resources are NYU-owned Inventions. Such visitors often are subject to intellectual property policies of their home institutions. Accordingly, where it is anticipated that there is a reasonable possibility that a visitor will conceive, reduce to practice or develop an Invention while working at, for or under the auspices of NYU, Schools and units are encouraged to contact the OIL so it can determine whether an agreement with the visitor’s home institution is advisable prior to the start of the visit. Any conflicts between NYU and the home institution of a visitor will be resolved through good faith negotiations between the OIL and such home institution.

E. Graduate and Undergraduate Students

The principles described below apply to students enrolled at NYU and non-enrolled students who are visiting NYU.

(1) Class Work. In general, NYU will not claim ownership of Inventions conceived and reduced to practice by students as part of their uncompensated class work and activities. In the case of some independent studies, under section III.B(5) of this policy, student work product may be considered within the scope of employment. For purposes of this policy, student compensation excludes financial aid without a work requirement.

(2) Other. When a student, solely or jointly, conceives, reduces to practice, or develops an Invention in the course of (a) sponsored research (including under a graduate or research fellowship or assistantship), including sponsored research giving rise to a student’s thesis or dissertation, (b) any research or other activity involving Substantial Use of University Resources, (c) participation as a team member in a University research project involving other members of the University Community (unless all participating members of the University Community are students acting in the capacity of students) or (d) employment or other compensated duties at NYU, the Invention is an NYU-Owned Invention and the student is considered an Inventor subject to all rights and obligations of an Inventor, including sharing in commercialization proceeds, if any, in accordance with Section V.B. of this policy. By way of example, a student is treated as an employee and not as a student for purposes of this policy if the student conceives of an Invention, reduces it to practice or develops it within the student’s scope of employment at NYU, even if employment related to the student’s intellectual discipline is a condition of the student’s academic program at NYU.
F. Contractors/Vendors/Consultants Hired by the University

Inventions conceived or reduced to practice as a result of a contractor/vendor/consultant’s work for NYU are owned by NYU. Contractors/vendors/consultants should be hired only pursuant to prior written agreement in a form previously approved by NYU’s Office of General Counsel or pursuant to other terms specifically approved by NYU’s Office of General Counsel; however, failure to do so will not diminish NYU’s rights under this policy.

G. Research Data

NYU’s ownership of and rights to all Research Data Closely Associated With an NYU-Owned Invention is governed by this policy.

H. Publication of Research Results

NYU’s ownership of Inventions is not intended to prevent the presentation and publication of research results. Subject to the obligation to disclose Inventions to the OIL as set forth in Section VIII of this policy and subject to any obligations to third parties, faculty and other academic members of the University Community retain their traditional role in selecting and preparing for publication the results of research conducted by them or under their supervision. NYU reserves the right to delay presentation or publication for a reasonable period of time to protect NYU’s intellectual property rights or to meet legal or contractual obligations, but any review or delay periods will not exceed a total of 60 days unless authorized by the Provost, subject to any obligations to third parties.

I. Patent Rights

Ownership under this policy includes the right to apply for, prosecute, and own all worldwide patents, patent rights, and other intellectual property rights protectable under patent or similar laws (e.g., Plant Variety Protection Act).

J. Assignment

Each member of the University Community is deemed to have made an assignment to NYU, effective as of the date that such person first became a member of the University Community, of any right, title, and/or interest in any NYU-Owned Invention, as defined in this policy. Notwithstanding such assignment, members of the University Community continue to have the obligations set forth in this policy, including those set forth in Section VIII of this policy.

IV. OUTSIDE CONSULTING ACTIVITIES AND ASSIGNMENT OF OWNERSHIP

A. General.

Private consulting often is an appropriate faculty activity that benefits the University, the general public, and the faculty member. In certain academic or scientific disciplines, consulting can allow faculty to become more informed and better aware of the latest technologies and developments. Faculty, research staff and others subject to this policy who engage in outside consulting activities must comply with all NYU policies, including but not limited to NYU’s conflict of interest policies.
B. Permitted Assignment of Inventions with Consulting.

NYU recognizes that faculty, research staff, and others subject to this policy who consult may, consistent with this policy, wish to assign Inventions arising from the consulting engagement to the companies for which they are consulting, or pursuant to other outside activities conducted in compliance with applicable university policies.

C. Assignments without Prior Approval.

Generally, faculty, research staff, and others subject to this policy do not need prior approval under this policy, and NYU will make no claim to an Invention made in the course of such consulting, if the Invention is not an NYU-Owned Invention pursuant to Section III.A.1 above;

D. Assignments with Prior Approval.

There are two situations in which a member of the University Community must obtain prior approval for assigning Inventions arising from a consulting engagement. There also are circumstances in which the member may choose to obtain such approval to assure clarity. In both situations where approval is required, the process described in IV.E will apply.

(1) Required Approval. In the following two instances, a Member of the University Community will need to obtain approval from the School Dean, who shall consult with the OIL with respect to such approval:

(a) the consulting engagement involves any NYU-Owned Inventions (e.g., any NYU-Owned inventions that name the member as an Inventor) that have been licensed or otherwise commercialized by NYU; or

(b) the consulting engagement is for a company that is sponsoring research at NYU in which such person participates.

(2) Optional Approval. In some situations, faculty, research staff, and others subject to this policy are not required to obtain approval, but may wish to obtain written assurance prior to entering into a consulting engagement and/or other assignment of rights to future Inventions.

E. Approval Process.

The member of the University Community seeking prior approval for assigning Inventions arising from a consulting engagement must provide the applicable School Dean and the OIL, in writing, with all information relevant for NYU to make a determination, including a full description of the consulting engagement and the consulting agreement (including a full description of the problem, topic and/or statement of work for the consulting engagement and the assignment of intellectual
property and all other material facts or circumstances). In making such determination, the School Dean and the OIL will consider the Safeguard Criteria. The School Dean will use reasonable efforts to provide a written determination to the faculty member, research staff, or other member of the University Community, or, where requested, to the company with which he or she is consulting or seeks to consult, within thirty days of the date on which the School Dean receives sufficient information to make a determination. NYU will make no claim to an Invention assigned consistent with this approval process where NYU, through the School Dean and the OIL, has received, reviewed and given prior written approval of the assignment.

V. COMMERCIALIZATION OF NYU-OWNED INVENTIONS

A. NYU is committed to facilitating the development, dissemination and commercialization of Inventions for the greatest public benefit. NYU will make a good faith effort to consult with Inventors who are members of the University Community in determining the disposition of NYU-Owned Inventions they invented. NYU will work diligently to determine appropriate partners to assist in the development, dissemination and commercialization of such Inventions. These commercialization efforts may include, but are not limited to, licensing to an existing company or the establishment of a new company or venture. NYU recognizes that, subject to NYU conflict of interest policies and other relevant policies and guidelines, the best commercial partner for an NYU-Invention might be a faculty-owned startup or other SBIR- or STTR-funded company. Where NYU owns the right to an Invention, the final determination as to its commercialization is within NYU’s discretion, and will be made after a good faith effort to consult with the Inventor(s).

B. Each Inventor of an NYU-Owned Invention has the right to share in any Net Proceeds received by NYU from commercializing such NYU-Owned Invention except as otherwise provided in this policy. Specifically, Net Proceeds are distributed by NYU as follows:

(1) Fifteen percent (15%) of the Net Proceeds are distributed for the general support of the OIL and to cover any other expenses associated with the commercialization of NYU’s Inventions. In cases where the funds so designated exceed the budget of the OIL, the remainder will be allocated to the NYU share as per Paragraph 2.b below; and

(2) The remaining Net Proceeds (85%) are distributed as follows:

(a) Inventor share: one-half (or 42.5% of Net Proceeds) to the Inventor or Inventors.

(b) One-half (or 42.5% of Net Proceeds) to be used by NYU for research, scholarship, educational and clinical activities (or as otherwise required by law, regulation or contract) in the following manner:

(i) Two-thirds of this portion will be distributed to the School(s) (or other NYU unit(s) if the Inventor(s) are not affiliated with particular School(s)) in which the Invention was made. Each School or other unit receiving royalty proceeds must develop and disseminate a policy for the use of such proceeds that is in accordance with the overall aims outlined in Section V.D. of this policy.

(ii) One-third of this portion will be retained by NYU.
If NYU pursues or defends litigation to enforce rights, then the net proceeds (after associated litigation expenses) of any judgment or settlement received by NYU from such litigation ordinarily will be included in Net Proceeds.

Except as provided below, Inventors who are employees of NYU are entitled to share in the Net Proceeds from commercialization of an Invention as outlined in this Section V.B. The following Inventors are not entitled to share in the Net Proceeds from commercialization of the Invention: (i) contractors/vendors/consultants of NYU and (ii) employees of NYU, other than faculty or research staff, unless NYU agrees to their inclusion in writing signed by the Provost or The Executive Vice President, as applicable. In any individual employee case, the supervisor of such an employee or the relevant project leader may make a recommendation (will make a recommendation if requested by the employee) as to the appropriateness of such employee sharing in the proceeds of commercialization and the Provost or The Executive Vice President (or his/her designee), as applicable, will determine if and the extent to which the employee is included. The decision of the Provost or The Executive Vice President (or his/her designee) is final. For Inventors who are not entitled to share in the Net Proceeds under this policy, the portion of proceeds attributable to said Inventor(s) under this policy will be distributed in full to NYU and NYU shall be entitled to exercise on behalf of the non-entitled Inventors all other rights given to them as joint Inventors under this policy.

Individuals sharing proceeds under this policy are responsible for understanding the personal tax and legal consequences to them of such entitlements pursuant to this policy.

C. Equity received by NYU from a company or other entity as a part of the consideration of a license or other disposition of an Invention will be allocated by calculating the appropriate number of shares, using the same percentages outlined in Section V.B. of this policy. Unless otherwise required by contractual arrangements, a management plan pursuant to an NYU conflict of interest policy, or applicable law, NYU normally will hold the shares until there is a public market for those shares or other liquidity event, and NYU will thereafter make appropriate distribution following NYU's or its agent's liquidation of the shares. Notwithstanding the foregoing, NYU may, in its sole discretion, (1) elect to hold the shares after there is a public market or other liquidity event or (2) elect to distribute equity at any time after it is received by NYU or (3) require that the Inventor receive such equity directly from the company or other entity. NYU is not responsible, and has no liability, for any fluctuation or dilution in the value of the shares, for any tax consequences to the person receiving a distribution or for any other matters relating to NYU's administration of such shares or interests pursuant to this policy.

In the event that NYU elects to invest cash in a company or other entity to which NYU has licensed rights hereunder, and NYU receives equity for such investment, such investment will not be considered (1) an out-of-pocket expense of NYU for which reimbursement would be made under Section V.B. of this policy or (2) Gross Proceeds from the licensing or other grant of rights for purposes of Section V.B. of this policy. Unless otherwise agreed to in writing, NYU will retain all proceeds and bear all losses from such equity investment.

To the extent that cash payments made to NYU under any licensing arrangement do not fully cover the out-of-pocket expenses of NYU under Section V.B. of this policy, NYU will be reimbursed for such expenses by an allocation of equity from that licensing arrangement prior to any distribution of
equity pursuant to this Section V.C. Monies received by NYU pursuant to a license or other disposition of an Invention may be required to be escrowed by NYU to cover a contingent liability under the license or disposition agreement. Ordinarily, no disbursements will be made under this policy until the monies are released from such escrow.

Individuals with rights to equity interests under this policy are responsible for the personal tax and legal consequences to them of owning and/or having rights to such equity, whether directly or beneficially, pursuant to this policy.

D. NYU and School (or other unit) shares of proceeds will be used to further the research, scholarship, educational and clinical activities of NYU (or as otherwise required by law, regulation or contract).

E. If more than one Inventor is to share in the Inventor share provided in Section V.B. of this policy, the Inventors should decide among themselves their respective shares and provide the OIL with a written agreement signed by all Inventors. Such written agreement among the Inventors must be provided promptly to the OIL upon a written request from the OIL for such an agreement and will be irrevocable unless it is modified in writing by all Inventors. In the absence of such a written agreement, NYU will determine the distribution of shares to Inventors, which may in NYU’s sole discretion vary based on individual patents or patent applications, contributions to and commercial relevance of the Inventions or other factors, and such determination will be binding on all Inventors. NYU has the right at any time, in its sole discretion, to reapportion distributions among the Inventors to reflect the commercial relevance of an Invention or the particular rights contained within an Invention. NYU will support such decisions with a written rationale, and any apportionment or reapportionment will be subject to the appeal rights set forth in Section VIII of this policy. If the Inventors represent more than one School or other NYU unit, the distribution of the School or unit share will follow the allocation of the Inventor share set forth in the agreement among the Inventors or NYU determination, as applicable, unless otherwise agreed.

F. Where non-patentable Copyrightable Works, Tangible Research Property and/or Research Data are included within an Invention because they are Closely Associated With the Invention, the persons creating or contributing to the Copyrightable Works, Tangible Research Property and/or Research Data who are not otherwise Inventors of the Invention are not entitled to share in the Inventor’s share of Net Proceeds attributable to the Invention pursuant to Section V.B. of this policy. However, the creators and/or contributors of non-patentable Copyrightable Works and Tangible Research Property licensed or commercialized with the Invention as Closely Associated with an Invention may be entitled to some portion of overall Net Proceeds, as determined below. The OIL will determine the percentage, if any, of any ultimate Net Proceeds that are expected to be attributable to the Copyrightable Works and/or Tangible Research Property and such percentage will be payable to the creators and/or contributors pursuant to the Copyright Policy and Tangible Research Property Policy, as applicable; and such allocation will reduce the Net Proceeds available for distribution to Inventors under this policy. Creators or contributors of Research Data are not entitled to any economic benefit from such commercialization. For example, if an Invention that includes non-patentable, copyrightable software and Tangible Research Property Closely Associated With an Invention and the Invention is licensed to a third party, and the OIL determines that ten percent of any Net Proceeds are attributable to the software and zero percent of any Net Proceeds are attributable to the Tangible Research Property, then 90 percent of the Net Proceeds are
distributable to Inventors pursuant to Section V.B. of this policy and 10 percent of the Net Proceeds are distributable pursuant to the Copyright Policy.

G. Whenever NYU licenses rights to an Invention, NYU will seek to reserve the right for NYU to use the Invention for any purpose consistent with NYU’s mission, including research, clinical and educational purposes, except in rare cases approved by the Provost, and NYU may reserve the right to grant similar rights to other nonprofit research institutions.

VI. releasing or transferring invention ownership rights to the inventor

A. Requests for Release of NYU Ownership Prior to NYU Patent Filing.

If an Inventor of an Invention subject to this policy believes an Invention (a) is not an NYU-Owned Invention under the terms of this policy or (b) even where it is an NYU-Owned Invention, should be released by NYU, the Inventor may make a written request through the OIL for a written determination that the Invention is a Non-NYU Owned Invention and/or ask NYU to release its ownership rights to the Invention. In case of multiple Inventors, all Inventors will be promptly notified by NYU of the request. In connection with the request, the Inventor(s) must provide the OIL with a description of all relevant circumstances leading to the conception, reduction to practice and development of the Invention and other relevant information as reasonably requested by the OIL. The Provost, in consultation with the OIL and the School Dean(s), will make a determination in writing (where pertinent) as to: (i) whether the Invention is an NYU-Owned Invention or a Non-NYU Owned Invention and (ii) whether NYU will agree to release any claims of ownership or transfer ownership of the Invention to the Inventor(s). The OIL will use reasonable efforts to provide a written determination to the Inventor(s) within thirty days of the date on which the OIL receives sufficient information regarding the Invention for NYU to make its determination. Any determination may be appealed by any Inventor under section VIII.F of this policy.

B. Requests for Transfer of Ownership of NYU-Owned Inventions After NYU Patent Filing.

If NYU, in consultation with the Inventor, determines it will not pursue patenting and/or commercialization of an NYU-Owned Invention, the OIL will notify the Inventor(s), and will consider a written request by the Inventor to transfer ownership in the Invention to the Inventor as provided herein, subject to the terms (including required approvals from government or other sponsors) of any applicable grants, contracts or agreements duly entered into with governmental, corporate, nonprofit or other sponsors or third parties (including but not limited to any “march-in” rights held by the US Government under the Bayh-Dole Act). Transfer of ownership to the Inventor generally will be subject to an irrevocable non-exclusive world-wide royalty-free license to NYU to use the Invention for education, research (including sponsored research), clinical and other legitimate NYU purposes and may be subject to a reservation to NYU of the right to grant similar licenses to other nonprofit institutions and government organizations. In those instances in which there are multiple Inventors, all Inventors must be in agreement and be party to such a request, although all Inventors need not be seeking ownership or equal rights. A request is timely if NYU (1) has not begun marketing and/or commercialization efforts within 120 days after a completed Invention Disclosure has been submitted to the OIL on the Invention, or (2) has notified the Inventor(s) that it will abandon the Invention and/or its patent application(s) and/or patent(s)
and/or marketing and/or commercialization. In the event that the 120-day waiting period would result in a loss of patent rights, an Inventor may make such request at any time, and must in such case include an explanation for the timing of the request in the request.

C. Reimbursement of NYU Expenses.

If, after the transfer of ownership of an NYU-Owned Invention to the Inventor, the Inventor receives proceeds from commercializing the Invention, NYU reserves the right to require reimbursement from the Inventor for any out-of-pocket expenses incurred by NYU in connection with the Invention, including legal, commercialization and marketing expenses. NYU will apprise the Inventor(s) of any reimbursement requirements in writing at or within thirty days of the time of the transfer of ownership.

D. Impact on Future Related Inventions.

The transfer of ownership of an NYU-Owned Invention to the Inventor under sub-sections A or B above does not affect NYU's or the Inventor's rights or obligations pursuant to this policy with respect to other Inventions, unless agreed to in writing by the Inventor and NYU. For example, if the Inventor invents an NYU-Owned Invention that is an improvement to the transferred Invention for which a continuation-in-part patent application could be filed, the Inventor must fully disclose such improvement as a new Invention to NYU.

E. Individual Countries.

Often when NYU seeks patent protection for an Invention, it seeks such protection only in the US and certain other countries. If the Inventor wishes to file patent applications in a country in which NYU has chosen not to file, the Inventor may request permission to do so at his/her own expense. In the case of multiple Inventors, all Inventors must agree and be party to the request, although all Inventors need not agree to participate in the expense of such filings. Because the existence of patent rights that are not owned by NYU in particular countries could block a licensee of the patents that NYU has pursued from commercializing the Invention in such countries, and could therefore impede NYU’s ability to most effectively license the patents that it has pursued, NYU will retain ownership of all patent applications filed and all patents issued (US and non-US) for the Invention. If NYU receives separate revenues that are or can be directly attributed specifically to such patent applications and patents for which the Inventor has solely paid expenses, the Inventor's share of Net Proceeds from such revenue will be increased from 42.5% to 63.75%, and the School (or unit) and NYU shares will be reduced pro rata in order to recognize both the expenses incurred by NYU in the preparation of the US application that will serve as the basis for the non-US applications and the expenses incurred by the Inventor on the non-US applications. Where no such separate revenue may be identified, and NYU licenses its rights as a part of an overall portfolio, NYU will, in its sole discretion, determine if the filings by the Inventor increased the Net Proceeds and, if so, determine an equitable sharing to reflect Inventor’s additional contributions. The Inventor also may request reimbursement of out-of-pocket patent expenses he/she incurred in filing such non-US patent applications and in obtaining and maintaining resulting patents from Gross Proceeds attributed specifically to such non-US patent applications and patents. In those instances, the Inventor must provide NYU with copies of all documents relating to such non-US filings, including, but not limited to, all documents sent from and submitted to any non-US patent office and documents showing the costs of obtaining such protection.
VII. MAKING NYU-OWNED INVENTIONS AVAILABLE FOR PUBLIC USE

NYU, after reasonable efforts to consult with the Inventor(s), may make Inventions available for public use on a royalty-free license, open patent license, or other means on such terms as it finds appropriate where it believes that the advantages of making such Inventions available for public use outweigh alternative commercialization strategies and there are no legal or contractual obligations that prohibit the public use. The Inventor of an Invention owned by NYU may request that NYU make such Invention available for public use on a royalty-free license, open patent license, or other means. Such request should be transmitted to the OIL in writing. In the case of multiple Inventors, all Inventors should agree and be party to the request. The Provost or The Executive Vice President, as applicable, will make a determination with respect to the request (see Section VIII.F. of this policy).

VIII. ADMINISTRATION OF POLICY

A. University Administration

This policy will be administered by the Provost and The Executive Vice President. The Provost or the Executive Vice President may obtain advice from the Intellectual Property Advisory Committee and the Provost will consult with the School Deans, as appropriate. Further information about the Intellectual Property Advisory Committee and administration of this policy is contained in Appendix B.

B. Disclosure of Inventions

(1) With respect to any Inventions where there is a reasonable possibility it could be subject to NYU ownership under the terms of this policy, Inventors must, at the earliest opportunity practicable, disclose the invention to NYU via the OIL. The ideal and recommended method of disclosure is to complete an Invention Disclosure Form, which is available on the OIL’s Web site at http://www.nyu.edu/oil. Where necessary, Inventors may disclose Inventions to NYU under appropriate obligations of confidentiality. Ordinarily, because international patent rights will be lost if information describing an Invention has been published prior to filing of a patent application, notice and disclosure of an Invention should be made to NYU through the OIL at least 60 days prior to any public disclosure (including publication or presentation, such as at poster sessions or academic conferences); but, in any event prior to any public disclosure (written or oral), public display, use of, or offer to sell or convey the Invention. If an Inventor believes that early disclosure of an invention may impede research or collaboration, or otherwise is inadvisable, he or she should discuss the circumstances with the OIL, which will assist in developing a reasonable time schedule for disclosure. It is the obligation of each Inventor to ensure that the completed Disclosure Form provides a full disclosure to NYU that contains all material facts necessary so that NYU: (a) is fully informed of the scope, extent and usefulness of the Invention; (b) able to make a proper determination of Inventorship and ownership; (c) able to fulfill reporting obligations to governmental and other research sponsors; and (d) able to timely prepare and file patent applications. An Inventor’s obligation to disclose material facts as set forth herein continues after the Inventor ceases to be a member of the University Community with respect to Inventions that might be subject to NYU ownership under the terms of this policy.
Where a member of the University Community has any doubt about ownership of an Invention, the member is encouraged to seek clarification through discussions with the member’s School Dean or with a representative of the OIL. Where appropriate and otherwise mutually agreed, these discussions may take place confidentially.

Upon disclosure of an Invention, NYU will determine whether it asserts ownership of the Invention pursuant to this policy, and will communicate that determination to the Inventor(s).

C.   Inventor Cooperation with NYU Ownership Rights

For NYU-owned Inventions, NYU has the right, either directly or through others, to evaluate the Invention, to seek patent or other protection of the Invention, and to undertake commercialization and/or otherwise introduce the Invention into public use. NYU will consult with the Inventor in undertaking those efforts. Each Inventor is required to cooperate with NYU’s efforts, but at no out-of-pocket expense to the Inventor. This cooperation includes, without limitation, executing confirmatory assignments or agreements documenting NYU’s ownership, executing documents necessary or useful for prosecuting or enforcing patents and patent applications in the US or in any other jurisdiction or with respect to the commercialization the Invention or its introduction into public use, providing available documentation regarding inventorship, and providing reasonable advisement regarding the Invention to companies who have acquired rights to the Invention pursuant to this policy. To the extent practicable, when requiring an Inventor’s cooperation with NYU’s efforts, NYU will take into account the Inventor’s other duties within the scope of his/her NYU employment. When such cooperation would materially affect the Inventor’s ability to conduct his/her NYU duties, the Inventor will notify the School Dean of the issue. The School Dean, with participation of the Inventor and the OIL, will then make a determination resolving the issue. Any such determination may be appealed by an Inventor under section VIII.F of this policy. An Inventor’s obligation to cooperate as set forth herein continues after the Inventor ceases to be a member of the University Community.

Concomitantly, NYU seeks to cooperate with Inventors in connection with the patenting and commercialization of intellectual property. Where NYU has agreed to consult with the Inventor(s), it will use reasonable efforts to do so. However the failure to consult will not diminish NYU’s rights under this policy.

D.   Agreement to Policy

Once approved by the NYU Board of Trustees, this policy is binding on NYU and on all members of the University Community. All members of the University Community are advised of NYU’s policies and procedures relating to intellectual property through publication on NYU’s website at www.nyu.edu. To the extent NYU is required to, or seeks to obtain formal confirmation of patent assignment or other agreements to implement this policy, the absence of such executed agreements does not in any way invalidate, in whole or in part, the applicability of this policy or diminish NYU’s rights under this policy. Nothing in this policy constitutes a waiver by NYU of any rights that NYU may have under any other NYU policy, by contract or pursuant to any applicable law; provided, however, that NYU’s release or transfer of ownership of an Invention pursuant and in accordance with the terms of Article VI is binding on NYU.
E. Intellectual Property Agreement

Each member of the University Community must sign and submit an Intellectual Property Agreement consistent with this policy (see Appendix B) when first submitting an external grant application, when first engaging in sponsored programs, or in certain Schools on accepting an appointment to NYU; and must sign and submit an Intellectual Property Agreement consistent with this policy at any time upon request of the Provost or the Executive Vice President. All program directors or principal investigators of sponsored programs are responsible for securing signatures to the Intellectual Property Agreement from all research personnel, including students, working on a project at the time of their appointment to the project and for the timely submission of the fully-executed Agreement as set forth on the Intellectual Property Agreement. Notwithstanding the above, the failure of NYU to obtain a signed Intellectual Property Assignment does not in any way diminish NYU’s rights under this policy.

F. Disputes

Disputes involving intellectual property rights or this policy will be reviewed and resolved by the Provost and/or The Executive Vice President unless a decision is deemed final pursuant to this policy. The Provost and/or the Executive Vice President may within his/her discretion, which may be exercised at the request of a faculty member, refer the matter to the Intellectual Property Advisory Committee to adjudicate the matter or to make a formal recommendation to the Provost and/or The Executive Vice President pursuant to section VIII.G of this policy. Adjudications made hereunder by the Intellectual Property Advisory Committee or another designee of the Provost and/or the Executive Vice President may be appealed, within thirty days of the date of the decision, to the Provost and/or the Executive Vice President who will review the matter and make a final decision on behalf of NYU. If the Provost and/or the Executive Vice President is not able to review the matter and make a final decision on behalf of NYU, for example due to conflict or unavailability, the appeal will go instead to the President or the President's designee, who will review the matter and make a final decision on behalf of NYU. The persons involved in the dispute should present a written summary of the matter with relevant written evidence and may ask to present witnesses, which may be permitted in the discretion of the recommending or adjudicating person or persons or committee. The recommending or adjudicating person or persons or committee may consult with the Intellectual Property Advisory Committee, the relevant School Dean, other officers and personnel of NYU, and/or any experts or witnesses as they may deem appropriate.

G. Advisory Committee

The Provost will from time to time appoint an Intellectual Property Advisory Committee with broad or specific responsibilities relating to all intellectual property matters (which may include, without limitation, Inventions, patents, Copyrightable Works, copyrights, software, Tangible Research Property and Research Data). The Intellectual Property Advisory Committee will include three full time faculty members who will be appointed by the Provost, after consultation with the two Faculty Senator Councils, three administrators appointed by the Provost, and a chair, who will be a School Dean, or that School Dean’s designee, appointed by the Provost. The Committee may from time to time have other ad hoc committee members selected by the Chair for technical expertise regarding specific matters before the Committee. The Intellectual Property Advisory Committee’s role is to
advise and make recommendations to the Provost where the Committee’s role is advisory to the School Dean.

H. Administration by Schools and Units

(1) The School Deans will work closely with the Provost and the Intellectual Property Advisory Committee to ensure that the perspectives, practices and values of each School are taken into consideration in the decision-making process under this policy.

(2) Each School of NYU retains the right to supplement this policy as necessary or desired by such School, including requiring formal patent assignment or agreements of its employees or others subject to this policy or such School’s policies. The Provost may permit academic units other than Schools and the Executive Vice President may permit non-academic units to supplement this policy as necessary or desired by such unit, including requiring formal patent assignment or agreements of its employees or others subject to this policy or such unit’s policies. The decision of any School or unit not to secure formal intellectual property agreements from any person does not diminish NYU’s rights under this policy. Any supplement must be: (a) consistent with the terms of this policy (or an exception approved in accordance with the Policy on Policies); (b) in writing; (c) approved by the School Dean of a relevant School in the case of a School; and (d) submitted to the Provost for review and approval in the case of a School or academic unit, to the Executive Vice President in the case of a non-academic unit and A supplement may contain dispute resolution procedures that operate within a School, provided that such procedures are not inconsistent with this policy and provide for resolution pursuant to Section VIII.F of this policy in the event that such dispute cannot be resolved within the School.

I. Governing Law

This policy is governed by and construed in accordance with the laws of the US and the State of New York, including US laws of inventorship; provided however, that where the only persons who may be Inventors are non-US nationals and all of the work giving rise to the Invention was performed outside of the United States, the policy (including questions of law governing intellectual property, such as questions of inventorship) may, in NYU’s discretion, be construed under relevant international law.
APPENDIX A
TO STATEMENT OF POLICY ON INTELLECTUAL PROPERTY

DEFINITIONS

This Appendix defines certain terms used in this Statement of Policy on Intellectual Property. Except where the context requires otherwise, use of the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

“Closely Associated With” means the following: (a) developed by or in connection with the Invention, and/or the research giving rise to the Invention; (b) not otherwise subject to the terms of any research funding agreement; and (c) adding value to practicing the patent, effectively prosecuting the patent application, and/or licensing or commercializing the Invention.

“Copyrightable Work” means any original work of authorship that is reduced to tangible form (including web pages and digital works), and includes literary works, computer software, data sets, musical works, dramatic works, pantomimes and choreographic works, artistic works (pictorial, graphic, and sculptural), and audiovisual works including motion pictures, sound recordings, and architectural works, all including in existing formats and those later created. For purposes of this Statement of Policy on Intellectual Property, a Copyrightable Work also includes all US and international copyright rights, and all similar rights, such as moral rights, derived from the Copyrightable Work.

“Creator” means a member of the University Community who has solely or jointly authored or created a Copyrightable Work.

“The Executive Vice President” means the Executive Vice President or his/her designee.

“Gross Proceeds” means proceeds received by NYU (on a cash, as opposed to an accrual, basis) from licensing or otherwise granting rights in an Invention, Copyrightable Work, or Tangible Research Property to third parties, including license fees, royalties on sales or other usage, and milestone payments, but excluding research funding and other internally generated monies, including but not limited to tuition. Gross Proceeds also includes amounts recovered (on a cash, as opposed to an accrual, basis) by NYU from suits or dispute resolution with licensees and/or infringing third parties, less the attorney’s fees, court and dispute resolutions fees and other direct costs of such suits.

“Instructional Media”, means: (i) a Copyrightable Works used or created as content for courses, instruction and/or programs delivered at, for or under the auspices of NYU using any form of media, including print, in-person delivery, over the World Wide Web or using other forms of electronic media, video including videotaping, audio including audiotaping, television broadcast, or radio broadcast, as well as forms of transcription or media in existence or that may arise in the future. By way of illustration, Instructional Media includes, but is not limited to, the course title and course syllabus, course reading lists, lecture notes, course materials, handouts, problems and examples, course presentation materials (such as content made available to students through Sakai, Blackboard, Powerpoint, and similar programs, platforms and/or technologies), and course tests and examinations. Instructional Media excludes Traditional Works of Scholarship.
"Invention" refers to any discovery, invention, know-how, or process that may be patentable or otherwise protectable under similar laws relating to the protection of technological advances (e.g., the Plant Variety Protection Act). “Invention” also includes non-patentable Copyrightable Works, Tangible Research Property and Research Data Closely Associated With any such discovery, invention, know how, or process. As a general rule, an Invention has likely been made when a technology that is new and useful has been conceived or reduced to practice, or when unusual or unexpected results have been obtained that can potentially be developed or used commercially or for research purposes.

"Inventor" means a person who individually or jointly with others makes an Invention, and who meets the criteria for inventorship or similar status under US patent or similar laws (such as the Plant Variety Protection Act), regardless of the place an Invention is conceived or reduced to practice. Creating or contributing to non-patentable Copyrightable Works, Tangible Research Property or Research Data that are Closely Associated With an Invention does not, in and of itself, make the creator or contributor to be an Inventor.

“Net Proceeds” means Gross Proceeds minus all out-of-pocket expenses incurred by NYU that are associated with the Invention(s), Copyrightable Work(s), Tangible Research Property or Research Data that are covered by a particular license or technology transfer agreement. Out-of-pocket expenses includes, but are not limited to, such items as: patent or copyrighting expenses, legal expenses associated with negotiating an agreement or defending or prosecuting a claim or potential claim with respect to an Invention, Copyrightable Work, Inventor, Creator, or licensee, travel expenses, payments due to other parties with rights in the Invention, Copyrightable Work, Tangible Research Property or Research Data, or any reasonable expenses incurred in pursuing NYU’s rights.

“Non-NYU-Owned Invention” means an Invention not subject to NYU ownership under this policy.

“NYU” includes the schools, colleges, institutes, and other administrative units of NYU, NYU’s Global Network University sites, and all University Affiliates, as each term is defined in NYU’s Policy on Policies.

“NYU-Owned Invention” means an Invention subject to NYU ownership under this policy. For an invention that is jointly owned by NYU and a third party, “NYU Invention” refers to NYU’s share of the Invention.

“Research Data” means any recorded, retrievable information useful for the reconstruction and evaluation of reported results created in connection with the design, conduct or reporting of research performed at, for or under the auspices of NYU and the events and processes leading to those results, regardless of the form or the media on which they may be recorded. Research Data include both intangible data (statistics, finding, conclusions, etc.) and tangible data (notebooks, printouts, etc.), but not Tangible Research Property.

“Safeguard Criteria” means the following criteria: (a) whether a proposed activity might interfere with the member of the University Community’s obligations to NYU, including research sponsors, other collaborators or students, fellows, trainees, and/or postdoctoral appointees; (b) whether a proposed activity could interfere with the member’s ongoing or planned teaching,
research, or clinical responsibilities or obligations to NYU; (c) whether intellectual property generated by a proposed activity could block the member from performing external research or work for which the member was engaged consistent with NYU policies, including conflict of interest policies; (d) whether a proposed activity is derivative of information that is confidential to NYU, or for which NYU has confidentiality obligations; and/or (e) whether a conflict of interest may exist as a result of a proposed activity under NYU conflict of interest policies, where such a conflict exists, whether it can be adequately managed under either NYU’s conflict of interest policies, or any applicable School policies.

“School” means each NYU school, college or institute that functions similarly to a school or college (such as IFA, ISAW, Courant and CUSP), each NYU comprehensive campus (such as New York and Abu Dhabi) and also may include for purposes of this policy other global sites as designated by the Provost.

“School Dean” means the dean, or his or her designee, of each NYU school and college, the director or each NYU institute that functions similarly to a school or college (such as IFA, ISAW, Courant and CUSP) and the Vice Chancellor of each NYU comprehensive campus (such as New York and Abu Dhabi). In the case of other NYU global sites that have Inventors, Creators and/or TRP Creators, the Provost may designate someone to fulfill some or all of the duties of a School Dean as described herein with respect to such global sites.

“Substantial Use of University Resources” means more than incidental use of NYU resources. The following are examples of Substantial Use of University Resources: use of NYU internal funding or use of funding under grants or contracts administered by NYU; use of NYU employees, physicians, consultants, vendors, contractors, students, post-doctoral scholars or fellows; use of intellectual property owned by NYU under this policy, Tangible Research Property or Research Data; use of NYU laboratories or other facilities; or use of NYU research, clinical or other equipment. In addition, any use of third party resources, funding, personnel, data, information, products or materials (in any form) provided or made available to NYU pursuant to an agreement duly entered into or agreed to by NYU is considered Substantial Use of University Resources. Occasional use of NYU’s personal computers and any non-specialized, “shrink-wrap” licensed software ordinarily installed on such computers, NYU’s email systems, NYU’s standard office equipment, or NYU’s office space alone is not considered Substantial Use of University Resources. Use of NYU libraries on a basis similar to use by scholars who have no association with NYU is not considered Substantial Use of University Resources. Use by students of equipment, supplies, or other resources as a part of their uncompensated class work is not considered Substantial Use of University Resources.

“Tangible Research Property” (or “TRP”) means tangible (or corporeal) items produced in the course of research, clinical or other activities at, for or under the auspices of NYU, or otherwise made with Significant Use of University Resources. TRP includes, but is not limited to, such items as: biological materials, engineering drawings, integrated circuit chips, physical embodiments of computer software and computer databases, algorithms and databases (e.g., computer disks and firmware), prototype devices, circuit diagrams, and equipment, as is intended to include items that are in existence or that may arise in the future. TRP are separate and distinct from Inventions, patents, Copyrightable Works, copyright or Research Data. Individual items of TRP may be associated with copyrights or patents. For purposes of this Statement of Policy on Intellectual Property, Tangible Research Property also includes all registrations, filings, depository rights and
indicia covering the TRP. By way of illustration only, this includes but is not limited to: ATCC data and rights, mask work rights, and Plant Variety Protection Certificates.

“TRP Creator” means a member of the University Community who has solely or jointly made Tangible Research Property. TRP Creators must make a significant intellectual contribution to TRP. Merely the provision of specimens or samples to a repository or library does not qualify a person as a TRP Creator.

“Traditional Works of Scholarship” means the following when created by faculty, research scientists, post-doctoral appointees, and/or fellows: traditional textbooks in print or digital format, journal articles, research bulletins, monographs and other scholarly publications, non-commissioned creative works of art, including music, lyrics, photographs, poetry, choreography, works of fiction, plays, architectural works, sculpture, pictorial and graphic works, motion pictures, and sound recordings, which in each case are created: (1) as part of the regular scholarly activities of a Creator covered by this Statement of Policy on Intellectual Property; and (2) upon the initiative of the Creator (as opposed to a research sponsor or NYU).

“Under the auspices of NYU” means by the authority of, in the name of, or with support from or through NYU.

“University Community” means all NYU faculty, including visiting faculty; researchers, including research staff and persons participating in research at NYU, for NYU or “under the auspices of NYU”; employees; professional staff, volunteers, fellows, trainees and post-doctoral appointees; students; and any other persons involved in the creation of Inventions, Copyrightable Works and/or Tangible Research Property at, for or under the auspices of NYU, including consultants, vendors and contractors, and applies to all research projects on which those individuals work, regardless of whether the project is funded and if so, by what entity, but expressly excluding employees of NYU Langone Health System and the NYU School of Medicine.
April 20, 2018
Resolution on Granting of Emeritus/Emerita Status to Full-Time Continuing Contract Faculty

WHEREAS Full-Time Continuing Contract Faculty are a distinct and important part of the University academic community and contribute significantly to the University’s academic missions;

WHEREAS emeritus/emerita status is awarded to full professors who have formally retired from full-time active service and who have served New York University with distinction and for a period of time long enough to be identified as New York University professors;

WHEREAS this status is only currently awarded to tenured faculty; and,

WHEREAS, the Tenured Faculty Senators Council, Deans, Directors, and the Provost’s Office all support the eligibility of Full Time Continuing Contract Faculty for awarding of emeritus/emerita status;

THEREFORE, BE IT RESOLVED that the Full-Time Continuing Contract Faculty Senators Council endorses the amendment of the NYU Faculty Handbook as provided in the memo from Carol Morrow on April 5, 2018.
Memorandum to: Mary Killilea, C-FSC Chairperson
Wen K. Ling, T-FSC Chairperson
From: Carol Morrow
Subject: Professor Emeriti
Cc: Provost Katherine E. Fleming
Those Addressed

On behalf of the Provost, I am writing in response to the faculty senators councils’ recommendations about the professor emeriti policy. On December 13, 2017, the C-FSC asked the Provost to permit emeritus status to be granted to eligible continuing contract full professors. The C-FSC affirms that the C-Faculty are “a distinct and important part of the University academic community and contribute significantly to the University’s academic missions” and include members who complete long years of distinguished service to NYU. The T-FSC endorsed the C-FSC resolution on March 22, 2018.

The Provost’s Office presented these recommendations and associated amendments to policy to the Deans and Directors, who responded with enthusiastic support. The amendments permit eligible continuing contract full professors to obtain emeritus status, and clarify process that has been practice. The Provost’s Office thanks the C-FSC for bringing these matters to its attention. We are very pleased that there is consensus to move forward.

AMENDMENT TO FACULTY HANDBOOK
The professor emeriti policy resides in the Faculty Handbook. In accordance with the Foreword to the Faculty Handbook, I am inviting council input on the amendments to the policy as cited in the Handbook.

The amended statement on “Professor Emerita; Professor Emeritus” will be listed among Faculty Policies Applicable to All or Most Members of the Faculty Including Tenured/Tenure Track Faculty, Full-Time Continuing Contract Faculty, and Other Faculty. The policy will no longer be listed among Faculty Policies Applicable to Tenured and Tenure Track Faculty. The amendments will be registered in the Faculty Handbook archives.

The amended text reads as follows:

“Professor Emerita; Professor Emeritus. The honorific titles of Professor Emerita and Professor Emeritus are given only to full professors, including full professors with modified titles such as
“Arts,” “Clinical,” “Music,” and “Industry,” who have served New York University with academic distinction for a long enough time prior to retirement to have become identified historically in the profession as New York University professors. Emeritus faculty retain the title held at the time of retirement, modified by the incorporation of the Emeritus or Emerita designation.

This title is given only upon formal retirement from active service, or at least from full-time active service at NYU. A faculty member who is not eligible to retire from NYU under policies in effect at the time is normally not eligible for consideration for emeritus status.

The title is not automatic. Nominations for the emeritus distinction must be recommended by a vote of the faculty member’s (primary) department and endorsed by the department Chair; in schools without department organization, the Dean / Director shall convene an ad hoc committee of at least three full-time faculty members at the level of full professor to consider nominations. The recommendation for emeritus status shall be reviewed by the Dean / Director, who may submit a recommendation and endorsement to the Provost, who makes the final decision.

The redlined amendments to existing text are as follows:

“Professor Emerita; Professor Emeritus. The honorific titles of Professor Emerita and Professor Emeritus are given only to full professors, including full professors with modified titles such as “Arts,” “Clinical,” “Music,” and “Industry,” who have served New York University with academic distinction for a long enough time prior to retirement to have become identified historically in the profession as New York University professors. Emeritus faculty retain the title held at the time of retirement, modified by the incorporation of the Emeritus or Emerita designation. This title is given only upon formal retirement from active service, or at least from full-time active service at NYU. A faculty member who is not eligible to retire from NYU under policies in effect at the time is normally not eligible for consideration for emeritus status. The title is not automatic. Nominations for the emeritus distinction must be recommended by a vote of the faculty member’s (primary) department and endorsed by the department Chair; in schools without department organization, the Dean / Director shall convene an ad hoc committee of at least three full-time faculty members at the level of full professor to consider nominations. The recommendation for emeritus status shall be reviewed and approved by the Dean / Director, who may submit a recommendation and endorsement to the Provost through the normal procedures applicable to other academic titles who makes the final decision. Comparable principles apply to the use of the designation Emerita and Emeritus for administrative personnel.”

Those Addressed:
Ellen Schall, Senior Presidential Fellow
C. Cybele Raver, Deputy Provost
C-FSC: Susan Stehlik; Lauren Davis; John J. Gershman; Leila Jahangiri; Antonios Saravanos; Larry Slater; Beverly Watkins
T-FSC: Nicholas Economides; Robert Lapiner; Allen Mincer; Phyllis Frankl; Nancy Van Devanter
Dear C-FSC,

I am writing to update you on the Administrative Process Improvement Initiative (APII) and apprise you of our next steps. When we last met, we provided you an overview of our effort: improving the way we allocate resources and simplifying our administrative operations (HR, IT, Finance) to better support faculty, students, and the academic mission. We discussed two components of the first phase of this project: a proof-of-concept pilot focused in one specific area and a broader diagnostic of all three functions.

The budget management process was selected for the proof-of-concept pilot – a process characterized by widespread frustration, significant amounts of time wasted on non-value added activities, and a lack of information available when needed to make decisions. We conducted multiple listening sessions that included all schools and units and incorporated feedback from sessions with the C-FSC, T-FSC, and AMC. A team representing 8 different schools and administrative units studied the problem, identified the root causes, and developed over 60 ideas for improvement. After prioritization and grouping of similar or related ideas, the team is developing three initiatives to improve this process:

1. Developing a standard UDW+ report that better reflects available fund balance for faculty accounts in fund 20, lessening the need for shadow system calculations,
2. A comprehensive redesign of the budget control rules and procedures (e.g., removing unnecessary approvals, eliminating duplicate budget checks, separating faculty startup accounts into a dedicated fund with relaxed controls), and
3. A new approach to prevent invalid cost allocations of shared services (e.g., Copy Central, Mail Services, Telecom).

The pilot project also identified a number of important improvements that will take longer to implement. We will continue to work on these over the next few months. The changes we are making were reviewed by school finance officers as well as a steering committee comprised of a cross-section of deans, school fiscal officers, human resources officers and information officers, and University administrative leadership. Both the improvements and the anticipated benefits were described and discussed, and ultimately endorsed by these groups.

As an example of the benefits we anticipate, we expect the proposed changes will reduce the total number of budget modification by ~25% and will streamline the posting of another ~33%. This means that at any point in time, the data on available funds will reflect recent transactions in a more timely manner, and finance staff will be spending less time submitting or following up on these transactions. Simultaneously, the standard report will reduce the number of calculations that need to be done in shadow systems to understand the answer to a simple and common question: “What is my available balance?”

While the budget management improvements are being validated, we are, in parallel, launching the diagnostic effort. The insights from the diagnostic will inform the operating model strategy for HR, IT and Finance. The diagnostic will evaluate different aspects of the overall operating model: roles and capabilities within schools and University administration, service and quality levels, employee and customer satisfaction, and efficiency and duplication of work.

These assessments will be completed through a combination of data analysis, targeted interviews, and broad-based surveys (HR and Finance only). The HR survey will be sent to all faculty and all HR staff,
band 53 and above. The Finance survey will be sent to any employees who perform finance functions as part of their job.

The HROs and FOs of each school and administrative unit have been notified of the next steps in their functional areas and given an opportunity to provide feedback, and the CIOs will be similarly engaged in the coming weeks. We will continue working with these groups to execute the diagnostic over the next two months, and we ask that you encourage staff and faculty in your schools to complete these surveys when received.

The results of the diagnostics will be shared with three teams (again comprised of representatives of schools and University administration). These teams will be asked to provide recommendations for long-term structural, process, and service changes to our operating models. The recommendations will then be vetted by our steering committee and others important stakeholders such as yourselves before implementation.

As always, please reach out with any questions, comments, or concerns. Thank you for your partnership in helping administrative operations at NYU better support your needs.

Kari Hernandez | McKinsey & Company | 100 Washington Blvd, Stamford, CT 06902 | Mobile +1.312.931.5265 | Office +1.203.977.6829
1. Sexual Misconduct, Relationship Violence, and Stalking Policy

2. Policy on Consensual Intimate Relationships

3. Non-Discrimination and Anti-Harassment Policies and Complaint Procedures for Employees and Students
TOPICS COVERED

1. Prohibited conduct
2. Obligations to report
3. How to report
4. Resources on and off campus
HOW TO COMPLETE:

1. Attend In-Person Workshop
2. Online Module via iLearn
QUESTIONS?