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COPYRIGHT FAQ

General Copyright Information

What does a copyright do?
What can be copyrighted?
Who is an “owner,” “author” or “creator” of copyrighted work?
What is a copyright notice and when must it be used?
What is a “derivative work?”
How long does a copyright last?
What is “Fair Use” of copyrighted material?
What is copyright infringement?
What is “intellectual property?”
What is a license?
What is an “assignment of rights?”

Ownership of and Rights Related to Copyrightable Material

Who owns copyrighted works generated at SDSU? What is the SDSU copyright ownership policy?
What is institutional support?
What rights does SDSU have in copyrighted work generated by faculty, students, or staff?

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TRADEMARK, TRADE NAMES, AND SERVICE MARK FAQ

What is a trademark?
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FAQ: SDSU INTELLECTUAL PROPERTY ADMINISTRATION OF POLICIES AND PROCEDURES

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Where can I find general advice and assistance with copyright, patent and trademark issues?
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**COPYRIGHT FAQ:**


2. **General Copyright Information**

   a. **What does a copyright do?**

      i. Copyrights are used to protect the rights of creators of a diverse group of products ranging from traditional literary, musical, artistic, and dramatic works to lecture notes, multimedia classroom productions, and computer software.

      ii. A “copyright” is a legal right to protect certain original works of authorship that are fixed in any tangible form of expression from unauthorized reproduction, sale or other transfer, display, performance, or preparation of a derivative work.

   b. **What can be copyrighted?**

      i. Copyright protection extends to (but is not limited to) the following works: (1) literary works such as books, textbooks, technical articles, manuscripts and class notes; (2) musical works, including any accompanying music; (3) dramatic works, including any accompanying music; (4) pantomimes and choreographic works; (5) pictorial, graphic, and sculptural works; (6) motion pictures and other audiovisual works, including classroom videos; (7) sound recordings; and (8) computer software, CD ROM systems, and other programs fixed in a tangible medium.

      ii. “Copyrightable material” includes all copyrightable works including but not limited to writings, lectures, musical or dramatic compositions, sound recordings, films, videotapes, and other pictorial reproductions, computer programs, listings, flow charts, manuals, codes, instructions, and software.

      iii. “Non-copyrightable works” are not protected by copyright, such as: (1) ideas, systems, processes, procedures, concepts, or methods; (2) titles of works, names of products or services, even if they are novel or distinctive; (3) names of businesses, organizations, or groups; (4) catch words, slogans, short phrases, and familiar symbols for familiar designs; (5) lists...
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of ingredients, contents, or as a general rule, forms; and (6) information that is in the public domain (common property and property that contains no original authorship) such as standard charts, measuring devices, tables, or lists taken from government public sources.

c. **Who is an “owner,” “author” or “creator” of copyrighted work?**

   i. An author or creator is someone who produces a copyrightable work and is the initial owner of the copyright in the work (except a “work made for hire”). Authors of a “joint work” are co-owners of the copyright in the work. Unless otherwise assigned, the author of a contribution to a “collective work” is the owner of the copyright in the separate contribution as distinguished from the copyright in the collective work.

   ii. A “work made for hire” is a specifically ordered or commissioned work or a work prepared by an employee within the scope of employment. In such cases, the employer shall be considered the legal author and owns all of the rights in the copyright unless otherwise expressly agreed in writing.

d. **What is a copyright notice and when must it be used?**

   i. Copyright is secured automatically when the work is created. For works published on and after March 1, 1989, use of the copyright notice is optional, though highly recommended. Before March 1, 1989, use of the notice was mandatory on all published works, and any work first published before that date must bear a notice or risk loss of copyright protection.

   ii. The notice should be affixed to copies of the work in such a manner and location as to give reasonable notice of the copyright claim.

   iii. A copyright should contain (1) the symbol “©” and/or “copyright” (2) the year of first publication of the work; and (3) the name of the owner of copyright in the work.

   iv. All works of authorship owned by the University shall be published as follows: “© [year of publication or creation], San Diego State University. All rights reserved.”

   v. The copyright notice for sound recordings should contain (1) the symbol, (2) the year of first publication of the sound recording, and (3) the name of the owner of the copyright.
vi. Additionally, the SDSU Research Foundation Technology Transfer Office highly recommends that all works that may be accessed by members of the public or the SDSU community bear copyright notice.

1. For example, (1) literary works such as books, textbooks, technical articles, manuscripts, class handouts, syllabi, journal or news publications, website postings, and class notes; (2) musical works, including any accompanying music; (3) dramatic works, including any accompanying music; (4) pantomimes and choreographic works; (5) pictorial, graphic, and sculptural works; (6) motion pictures and other audiovisual works, including classroom videos; (7) sound recordings; and (8) computer software, CD ROM systems, and other programs fixed in a tangible medium.

2. Appropriate copyright notice is as follows: “Copyright © 2004, San Diego State University. All rights reserved” or “Copyright © 2004, SDSU Professor Dr. Bob Pozos. All rights reserved.”

e. What is a “derivative work?”

i. A derivative work is a work based upon one or more existing copyrighted works. It is created when one modifies by annotation, editing, translating, or otherwise significantly changing the contents of a work.

ii. Only the copyright owner has the right to make derivative works. Anyone who creates an unauthorized derivative work, including a user who downloads a copyrighted file, may be liable if the unauthorized derivative work is reproduced, distributed, publicly performed, or publicly displayed.

f. How long does a copyright last? (Duration of copyright; term of copyright registration)

i. For a work created on or after January 1, 1978, a work is automatically protected from the moment of its creation and is terminated 70 years after the death of the author (the copyright is valid for the life of the author plus 70 years).

ii. For a joint work the term lasts for 70 years after the last surviving author’s death.

iii. For “works made for hire” and both anonymous and pseudonymous works, the duration of copyright is 95 years from publication or 125 years from creation, whichever is shorter.
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g. **What is “Fair Use” of copyrighted material?**

   i. The law of “fair use” allows for legal use of copyrighted material (even though the copyright owner grants no express authorization) as long as the use is for purposes such as criticism, comment, news reporting, teaching, scholarship, or research.

   ii. Demonstration of such a purpose shall not by itself be sufficient to sustain a claim that the use is “fair.” Fair use shall be determined by the following statutory criteria: “(1) the purpose and character of the use; (2) the nature of the copyrighted work; (3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and (4) the effect of the use upon the potential market for the value of the copyrighted work.” (U.S. Copyright Act, 1976, sec. 107).

h. **What is copyright infringement?**

   i. Copyright infringement is where, except for fair use and other specifically permitted exceptions, exercise without permission of rights granted by law to the copyright owner; for example, when a material portion of a copyrighted work is copied or is commercially exploited without such permission.

i. **What is “intellectual property?”**

   i. Intellectual property includes ideas, products, processes, and resultant communications that can be protected by law from unauthorized exploitation. This includes copyrights, patents, trademarks, trade secrets, technical data, or know-how.

j. **What is a license?**

   i. A license provides for a contractual relationship in which a copyright owner grants permission for use of the copyrighted material.

   ii. An “exclusive license” provides an agreement by the licensor not to license any other person to exploit the licensed intellectual property and also that the licensor or his agents will not exploit the licensed property.

   iii. A “sole license” or “exclusive license” reserves the right of the licensor to use or sell the licensed property.
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iv. A “nonexclusive license” allows the licensor to grant other licenses to the intellectual property.

k. **What is an “assignment of rights?”**

i. An assignment of rights is a transfer of rights under copyright by the owner (student, staff or faculty) to the University, a publisher, or any other individual, agency or corporate entity. A transfer of copyright ownership must be in writing to be valid.

3. **Ownership of and Rights Related to Copyrightable Material**

a. **Who owns copyrighted works generated at SDSU? What is the SDSU copyright ownership policy?**

i. The SDSU policy is that those who engage in scholarship and creative activity have specific privileges and responsibilities associated with the products of such work. San Diego State University subscribes to the general principle that the results of scholarship and creative work are the property of those who originate them and who therefore have the right of copyright or final disposition of their work. Such property rights, however, are defined in relation to all of the resources contributed by persons, institutions, and agencies involved in the scholarship and development of the creative work.

b. **What is institutional support?**

i. Institutional support refers to both state and auxiliary resources. In institutional support for scholarship and creative activities, auxiliary resources are disbursed through the San Diego State University Research Foundation.

c. **What rights does SDSU have in copyrighted work generated by faculty, students or staff?**

i. It is the policy of the University to facilitate creative activities among its faculty and students and make its facilities available for such purposes.

ii. Where use of University resources has been made in the creation of copyrightable works, the University may exercise its right to participate in the management, protection, and marketing of such works.

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iii. The assignment of property rights between the institution and its employees shall depend upon the nature and degree of institutional support devoted to the creation of the copyrightable work.

iv. Institutional support for an employee’s project yielding copyrightable results is classified under one of four categories: (a) commissioned or assigned works, (b) institutional works, (c) partial institutional support, and (d) no institutional support. [underlined topics correspond to underlined paragraphs below]

1. Commissioned or Assigned Works: A product is commissioned or assigned when there exists between the University, acting through any of its agents or auxiliaries, and the author a contractual agreement to develop that specific product.
   
a. In a commission or assignment, the contractual agreement specifies the terms applying to the relative rights and ownership of the copyright and the distribution of royalties between the author and the University or its auxiliary.
   
b. In a commission or assignment by the University, the terms of the agreement must be consistent with University policy.

2. Institutional Works (Works Made for Hire): A product is an institutional work when it is created for the University or its auxiliaries within the scope of the creator’s employment rather than through a specific contract.
   
a. For instance, as defined by law, work assigned to employees such as writing a manual or computer program is a “work made for hire” whether or not there is an express written agreement specifying that work as a “work made for hire.” However, the parties may agree otherwise in a signed written agreement to that effect.
   
b. “Traditional” faculty developed academic works, such as class syllabi or recorded lectures: Unless specifically commissioned or assigned by the University, traditional faculty developed academic works (e.g., class notes and syllabi, recorded or broadcast instructional activity, books and articles, works of fiction and nonfiction, poems and dramatic works, musical and choreographic works,
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Pictorial, graphic, and sculptural works, and educational software commonly known as “courseware”) are not considered works made for hire. **However, if a work such as a syllabus is specifically assigned or commissioned by the University, that work will be considered a work made for hire and will fall under University ownership.**

1. When such works are created independently and at the faculty member’s own initiative for traditional academic purposes, the faculty member retains copyright ownership of the work. This policy applies independently of the physical medium in which these “traditional academic works” appear, that is, on paper or in audiovisual or electronic form. **However, if first fixed in a SDSU owned medium then the University owns the work.**

2. However, any such works which involve the use of significant institutional resources must be disclosed to the University by the faculty member. When the University has invested substantial resources in the production of copyrightable material (fixed media), then the work falls under **Partial Institutional Support.**

3. **The University or a designated auxiliary is the legal author and owns all rights in the copyright to institutional works.**

   **Therefore, the faculty, staff or student author/creator of the institutional work is required to disclose the work to the University.**

   **Partial Institutional Support:** A product is considered to have partial institutional support if the author has made use of institutional resources in the development of the product and if the resource cost to the institution is significant.

   a. In computing the total cost of the product, the author’s contribution will include all direct costs incurred by the author and a reasonable value placed on the cost of the author’s time (not all of the author’s time will necessarily be allocated to the author’s credit). Institutional support will include (a) those costs that would not have been incurred by the institution in the absence of the
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d. If a project that is likely to lead to the development of a copyrightable work entails partial institutional support as defined above, the author shall disclose the project to the University. A contractual agreement is then made by the institution and the author at the written request of either party. If at all possible, this contractual agreement should be drafted and signed before the author accepts institutional support. The contract should specify all terms having to do with the assignment of copyrights and granting of licenses and the distribution of royalties. These terms shall be negotiated and determined by mutual agreement of the author and the University or the San Diego State University Research Foundation.

e. If no such agreement can be reached or no contract is made prior to the creation of the work, the issue shall be referred to the University Copyrights and Patents Committee.
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(UCPC). The UCPC shall recommend how the Vice President for Research might determine the relative ownership of copyrights and the division of royalties. In the absence of a prior contract stipulating otherwise or as otherwise provided in this policy, this recommendation shall reflect the following general principles:

i. In compliance with existing University policy, the State shall be compensated for its part of the total institutional support.

ii. The remaining royalties shall be distributed between the author and the San Diego State University Research Foundation according to the relative values of the author’s contribution and the support contributed by the University and the Research Foundation. This calculation will be subject to the limitations of sec. 3.331.

f. **Royalty Distribution**: Generally, if the difference in the relative contributions of the author and the institution is not significant, net income (less any management and administrative costs and less a 15% administrative fee) derived from licensing, distribution, sale of the work shall be divided 50 percent to the author and 50 percent to the San Diego State University Research Foundation. The share distributed to the author shall be the personal income of the author.

i. Any funds received by the San Diego State University Research Foundation through royalties or licenses or through other consideration for copyrightable works are distributed in accordance with the Distribution of Royalty Guidelines developed by the University Copyrights and Patents Committee, recommended by the Vice President for Research on advice of the college deans and approved by the President. Such funds shall be used to support scholarly activities at San Diego State University in accordance with the University policy.

g. Copyright ownership may vest in whole or in part with either the author or the institution, depending on the
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relative values of the author’s contribution and the institution’s support.

h. **Both the author and the university retain rights**: Each contractual agreement regarding ownership or assignment of rights to a copyrightable work having partial institutional support shall include the reserved right for the University to use the work for research or educational purposes free of royalties. Similarly, the author shall have a royalty-free right to use the work for personal, noncommercial purposes.

i. Whenever persons or organizations other than University employees intend to use University resources or facilities in connection with the creation of a copyright-able work, exclusive of libraries, an agreement shall be executed in advance setting forth the understanding regarding the use of said resources and facilities, ownership rights, and financial arrangements.

j. **Authorization for commercial use of SDSU copyrighted works**: If intended or used for commercial purposes, otherwise noncommissioned or nonassigned fixed media reproductions (e.g., films, phonorecords, or magnetic and other electronic recordings) of “real time” performance events occurring in San Diego State University venues, including classroom lectures, laboratory demonstrations or related instructional activities shall be disclosed to the University, and all rights in the copyright to such works shall be determined in accordance with the University policy sec. 3.33. The University or its auxiliaries shall not make, distribute, or sell any such works without prior written agreement of the author involved.

4. **No Institutional Support**: A project is considered to have received no institutional support if the author has not caused the institution to incur any cost over and above the normal costs of supporting instructional activities.

   a. Lacking institutional support, the author of a copyrightable product generally holds all rights and receives all royalties.
b. Authors disclosing copyrightable works created without institutional support or independent of their employment at the University may refer their works to the University Copyrights and Patents Committee for copyright assignment or other disposition. If the University Copyrights and Patents Committee recommends such disposition upon disclosure by the author, the author shall, on the approval of the Vice President for Research, execute a Copyright Agreement and an Assignment of Rights with the San Diego State University Research Foundation. Royalties less deduction for expenses shall be shared by the author and the San Diego State University Research Foundation according to the terms specified in the Copyright Agreement as agreed to by both parties.

c. **If the work is copyrightable and patentable:** Works of intellectual property created at San Diego State University that are both copyrightable and patentable shall be governed by the terms of the San Diego State University Patent Policy. **A work that is patentable may also be copyrightable, and once patented would also retain the option to for copyright registration and protection.**

d. **Copyrightable student class work:** Intellectual property developed by students as a result of class work is ordinarily owned by the students with the following exceptions: (a) unless significant institutional resources have been used in the development of the work; or (b) unless the student has entered an agreement with the instructor specifying alternative terms of copyright ownership; or (c) unless the work was completed under the terms of a contract with the University or its auxiliaries. **A professor cannot require a student to assign copyright ownership of the work to the professor. Student author/creators retain ownership of their work.**

e. **Copyrightable thesis or dissertation:** Ordinarily the author of a thesis or dissertation completed at San Diego State University shall hold the copyright to the manuscript, but that right shall not automatically extend to the data used in developing the manuscript or to subsequent publications based on that data.
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f. **Data used in a thesis or dissertation** is not automatically copyrightable.

4. **Use of Copyrighted Works of Others**

   a. **Note:** the University policy must be updated to reflect the recent TEACH Act, in accordance with CSU guidelines; see page 104 of CSU recommendations/guidelines; bundles with Fair Use. However, there is a good summary of the TEACH Act on the SDSU Office of Distributed Learning’s website.

   b. **What is SDSU’s policy on using copyrighted works of others?**

      i. The University’s policy is to protect and not infringe on the copyrights of others within or without the University community. Use of copyrighted works without permission of the owner may subject the user and the University to liability from an infringement action or other possible causes of action. Administration, faculty, staff, and students must restrict their use of copyrighted materials according to University policies, University guidelines, applicable statutes, and relevant court decisions.

   c. **Is it legal to use the copyrighted works of others?**

      i. Sometimes. Not all rights of copyright owners are exclusive, and permission is not necessary for every use of a copyrighted work.

      ii. Exceptions to the exclusive rights of copyright owners includes: (a) **“Fair Use”** of copyrighted works (TEACH Act policy update would be here); (b) limited copying of computer programs; (c) certain **Library Exemptions**; (d) application of the **“First-Sale Doctrine,”** which allow the display and resale of purchased copyrighted work but not apply to sound recordings, computer programs, or distribution through a computer network.

      iii. The University encourages use of copyrighted materials either through acquiring the permission of the copyright owner or under one of the legitimate exceptions above.

**TRADEMARK, TRADE NAMES AND SERVICE MARK FAQ:**
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1. **What is a trademark?**
   a. A trademark is a word, phrase, symbol or design, or a combination of words, phrases, symbols or designs, that identifies and distinguishes the source of the goods of one party from those of others.
   b. A service mark is the same as a trademark, except that it identifies and distinguishes the source of a service rather than a product.

2. **Who owns SDSU trade and service marks?**
   a. Trade or service marks relating to goods or services distributed by the University and its auxiliaries are owned by the University or the auxiliary. Examples include names, symbols, logos, seal, mascot, or other logos used with University activities and events.
   b. It is inappropriate to use without permission the name of the University or any of its auxiliaries with any activity not sponsored or authorized by the University.

3. **How can I license an SDSU trademark?**
   a. Requests to license University trademarks should be addressed to the Vice President for Business and Financial Affairs. Requests to license trademarks owned or affiliated with any of the University’s auxiliaries should be addressed to the General Manager’s office of the auxiliary.

4. **What is a trade secret?**
   a. A trade secret is a secret formula, method, or device that gives one an advantage over competitors.
   b. Certain technologies may be licensable to industry as trade secrets. Use of trade secret protection may be approved by the University but should be used rarely. However, if public disclosure will inhibit a company’s willingness to invest the necessary funds for product development and commercialization, the University, in consultation with the employee, may license the subject intellectual property as a trade secret.
   c. Knowledge formalized as a trade secret cannot be disclosed in any open scientific forum as long as it maintains legal trade secret status.
   d. Intellectual property falling within this category is treated with regard to licensing and income sharing as are other patented technologies and copyrighted works.
FAQ: SDSU INTELLECTUAL PROPERTY ADMINISTRATION OF POLICIES AND PROCEDURES

1. **How is the University’s intellectual property policy-making and procedural authority structured?**

   a. **Authorized Contracting Officer:** The Vice President for Research, acting for the President of the University, is designated as the institutional officer responsible for matters involving intellectual property. The officer may designate other managers or directors of auxiliaries or units of the institution to act on his or her behalf. After consultation with the University Copyrights and Patents Committee and the college dean involved, the Associate Vice President or designee (a) may approve agreements with respect to ownership and other rights related to intellectual property, (b) may register copyrights and obtain patents, and (c) may grant licenses in the name of the institution for all intellectual property.

   b. **SDSU Research Foundation:** Pursuant to the Operating Agreement between the Trustees of the California State University and the San Diego State University Research Foundation, the San Diego State University Research Foundation is designated as the University’s agent for securing and executing agreements with external entities on behalf of the University with respect to intellectual property, in matters other than the award of compensation for University (i.e., State) expenses.

   c. **Technology Transfer Office:** The San Diego State University Research Foundation established and maintains a Technology Transfer Office for the development, management, and commercialization of all intellectual property, including copyrights, trademarks and patents secured in the name of the University and of all licenses granted by or to the University.

2. **What is the SDSU policy for intellectual property agreements?**

   a. **Agreements Involving University-Commissioned or -Assigned Works (Works Made for Hire)**

      i. When employees accept a commission or assignment from the University or one of its auxiliaries to produce a copyrightable work not specifically within the defined scope of their employment, an agreement shall be reached specifying the terms that apply to ownership of the work and to
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the distribution of royalties between the creator(s) and the San Diego State University Research Foundation. Unless otherwise specified in the agreement, the University will be considered the author and owner of such specially assigned or commissioned works. **If no agreement exists specifying the terms of the commissioned or assigned work the University will be considered the author and owner of such works.**

ii. Before commencing any such work on institutional matters involving the creation of intellectual property for or on behalf of the University, non-employees, independent contractors, and outside consultants must sign an agreement with the University setting forth the understanding of the use of University resources and facilities, ownership rights, and financial arrangements.

b. Agreements Involving Works Developed with University Resources:

   i. Whenever significant institutional support in the form of either financial or physical resources is used in the creative process from which the intellectual property results, the institution has an interest in the work, and a contractual agreement must be made between the institution and the creators of the work.

   1. The contractual agreement must specify the terms applying to ownership of the work, assignment of copyrights, **control of licensing**, and the distribution of royalties between the creator(s) and the San Diego State University Research Foundation. These agreements shall be prepared and executed within a reasonable time, ordinarily not to exceed 60 days from the disclosure of the work to the University. If possible, especially wherein the use of University (i.e., State) resources is likely to be substantial, the agreement shall have been made before the use of these resources.

c. Agreements on the Reimbursement of State Resources

   i. Wherein considerable University (i.e., State) resources have been used in the development of intellectual property, agreements upon the reimbursement of State expenses shall be executed. The Vice President for Business and Financial Affairs shall prepare such agreements and shall represent the interests of the State in negotiating proper agreements with the San Diego State University Research Foundation and the author. These agreements must be prepared and executed within a reasonable time ordinarily not to exceed 60 days from the disclosure of the work to the University. If possible, wherein the use of University (i.e., State) resources
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is likely to be substantial, the agreement on reimbursement shall have been made before the use of these resources.

### ii. How is the Research Foundation reimbursed?

1. Any funds received by the San Diego State University Research Foundation through royalties or licenses or through other consideration for copyrightable works are distributed in accordance with the Distribution of Royalty Guidelines developed by the University Copyrights and Patents Committee, recommended by the Vice President for Research on advice of the college deans and approved by the President.

d. Agreements with Outside Sponsors

i. If an outside agency provides support for an educational or research project that may result in the creation of intellectual property, the San Diego State University Research Foundation may enter into an agreement with that agency governing the ownership of property rights and the distribution of royalties. In such cases, the Research Foundation may require a written intellectual property agreement with the author on file in order to legally execute contractual agreements about the disposition of copyrightable works of the faculty.

ii. Faculty engaged in sponsored projects that stipulate assignment of intellectual property rights to the San Diego State University Research Foundation or to the sponsor shall (a) execute a written intellectual property agreement with the San Diego State University Research Foundation at the time the grant or contract is accepted by the San Diego State University Research Foundation, (b) execute an Assignment of rights either to the Research Foundation or to the sponsor as the circumstances may require, and (c) promptly disclose intellectual property to the University Copyrights and Patents Committee on an Intellectual Property Disclosure form. The San Diego State University Research Foundation shall notify the sponsor of any inventions and shall take necessary further action.

e. Model or Property Releases:

i. Model or property releases should be obtained before any videotaping, broadcasting, or other recording or transmission of classroom, laboratory, or other instruction. Those whose names, persons, or likenesses will be shown in whole or in part shall have signed a written release.
f. Release of University Rights:

i. Wherein the University has ownership rights to intellectual property and the San Diego State University Research Foundation determines that commercialization efforts are no longer justified, the University upon request of the author and for good cause may release copyright ownership to the author. Such releases shall generally be subject to a perpetual royalty-free license to the University to use the work for its own purposes. Requests for reassignment of rights to the author should be submitted to the Technology Transfer Office, acting for the Vice President for Research.

3. What is the SDSU policy for appealing decisions?

a. An author may appeal a decision of the Vice President for Research or of the Vice President for Business and Financial Affairs regarding the disposition of property rights and royalties. All appeals shall be directed to the President of the University, who after examining necessary evidence may request additional review or modification of the intellectual property agreement.

4. What is the SDSU policy for using the University Name?

a. Works Owned by the University: All works of authorship owned by the University shall be published as follows: “© [year of publication or creation], San Diego State University. All rights reserved.” Goods owned or distributed by the University or services rendered by the University shall show thereon the University’s trademarks and service marks in packaging and in advertising such goods and services.

b. Works Jointly Owned by the University: All works of authorship jointly owned by the University shall be published as follows: “© [year of publication or creation], San Diego State University [include the name(s) of additional joint owner/creator(s)]. All rights reserved.”

c. Works Owned by the Author or Creator:

i. An employee of the University not acting within the scope of employment may make a true and accurate statement of a relationship or connection with or employment by the University in the course of stating experience or qualifications as an author of the intellectual property.

ii. In those circumstances in which such identification might reasonably be construed as implying the support or endorsement of the work or the
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advancement or opposition of any political, religious, sociological, or economic movement, activity, or program by the University, the employee shall issue an appropriate disclaimer concurrent with the use of the University name, declaring in substance that the University has not endorsed the work or is not involved in the particular activity or program.

5. What are the responsibilities of university employees?

a. Follow the SDSU policies: The University, its employees, faculty, students, staff, independent contractors, and any person or entity deriving any interest pursuant to this policy shall ensure adherence to the University intellectual property policies.

b. Report possible copyrighted works in which SDSU might have an interest: In order to determine the rights of the author and the University, the author of works conceived or developed while employed or enrolled at San Diego State University must promptly report to the Technology Transfer Office all copyright-able works in which the University may have a right or interest. A written Disclosure of Copyrightable Work and a Declaration of Institutional Support shall be submitted as soon as possible but no later than 30 days from the date of the creation of the work.

c. The author shall inform all other persons who may have rights to the copyrightable work (e.g., collaborators, research assistants, students) of the terms and obligations of this policy.

d. The author shall assign to the San Diego State University Research Foundation any and all rights in and to a copyrightable work in which the University has an interest as determined by the University Patents and Copyrights Committee and in accordance with the provisions of this policy.

e. The author shall cooperate with the San Diego State University Research Foundation in pursuing copyrights, obtaining licenses, or otherwise commercializing intellectual property assigned to the San Diego State University Research Foundation.

f. The author shall not enter into any “exclusivity agreements” regarding the licensing of copyrightable works that would conflict with normal university work assignments or the satisfactory performance of all duties of the unit employee.

g. Authors who enter independent copyright agreements with publishers should reserve rights with those publishers to reproduce their own materials for their own instructional and research purposes.
6. **Where can I find general advice and assistance with copyright, patent and trademark issues?**

   a. First and always contact the Technology Transfer Office of the San Diego State University Research Foundation; the TTO provides assistance to faculty, students, and other University employees in recognizing, securing, and protecting intellectual property rights associated with the products of their research and other scholarly endeavors.

   b. The author of copyrightable works should contact the Technology Transfer Office for current information on intellectual property procedures and to ensure appropriate action in accordance with the San Diego State University Copyright, Trademark, and Trade Secret Policy.

7. **How are copyright royalty funds distributed?**

   a. Income Sharing of Funds Received from Copyrightable Works:

      i. Any funds received by the San Diego State University Research Foundation through royalties or licenses or through other consideration for copyrightable works are distributed in accordance with the Distribution of Royalty Guidelines developed by the University Copyrights and Patents Committee, recommended by the Associate Vice President for Research on advice of the college deans and approved by the President. Such funds shall be used to support scholarly activities at San Diego State University in accordance with the University policy.