

INITIAL DRAFT PROPOSAL FOR

*Academic Inventors'*  
**BILL of RIGHTS**

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A COLLABORATIVE WORK-IN-PROGRESS

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The authors aspire to begin a national discussion and invite University Faculty, Graduate Students, Administrators, and Technology Transfer Professionals to collectively create a standard set of rules that will enable a solid foundation for trust and collaboration between academic inventors and university administrators to promote translation of university innovation for the benefit of the American public. Please help us create solutions. Submit ideas and comments at [www.ipadvocate.org](http://www.ipadvocate.org)

ACADEMIC UNIVERSITY TECHNOLOGY MANAGERS (AUTM)  
2010 ANNUAL MEMBERS MEETING

HILTON NEW ORLEANS, RIVERSIDE  
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# Academic Inventors' Bill of Rights

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*The United States Constitution provides that, “The Congress shall have power... to promote the progress of science and the useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries.” Our entire system of intellectual property protection in the United States is derived from this declaration. This unique provision of our Constitution provides that any institution must acquire intellectual property rights in the United States, through due compensation and consent of its creator, within a mutually accepted contract.*

*Notwithstanding this Constitutional guarantee, as faculty inventors we are too easily deprived of our intellectual property interests through contracts of adhesion, coercion, and egregious litigation initiated by overzealous university lawyers and administrators. Government must constantly ensure and re-correct imbalance of power, in this case to nourish and enrich the academic wellspring of innovation. In order to fulfill our commitment to translate our innovative contributions to public utility for the benefit of the public who funds them, our government must prevent divergence of our best scientific talent, energy, and time into destructive litigation by establishing enduring transparent contracts that incentivize research translation.*

*Research faculty lead our society by doing work that is masterful, creative, honest, accountable, and vital to the public welfare. While comparisons have been made between the university and corporate research environments, they are fundamentally different in their purpose and promise to society. The academic community is sustained by the premise of open, independent science and free expression of ideas, including the freedom to select, perform, and publish our ideas and our research. We seek the public's trust through their investment in our ideas, we comprehend the utilitarian promise of our unique accomplishments, and we plant and foster the seeds of innovation, whether through shared research, industry collaboration, new ventures, or licensing of patents.*

*Thus, a Bill of Rights for Inventors will secure the foundation of trust for a community with the common goal of promoting discovery, innovation, and utilization of public research. The following rights are necessary and proper to warrant trust and foster innovation at our institutions of higher learning:*

1. Faculty and students have the right to freedom of expression; therefore the right to teach and publish their research shall not be abridged by any Intellectual Property policy. The creator of any intellectual property shall retain the right to dedicate any work to the public domain. Universities shall ensure that technology commercialization activities (including the filing of patent applications) shall not unreasonably delay publication of research results.<sup>1</sup>
2. Inventors shall be entitled to timely disposition of their inventions and shall obtain access to inventions for which the university elects to discontinue commercialization efforts, without onerous restrictions or obligations to the university that would act as disincentives to commercialize. No university may require or reserve assignment of any invention without a fully resourced capability to undertake the diligent management of the invention.
3. The university shall not require assignment of intellectual property as a condition of employment or student enrollment.<sup>2</sup> The duty to assign intellectual property shall arise only through express agreement which must be made through the informed, written consent of the principle investigator (PI) as the agent for the research team<sup>3</sup>; any rights to intellectual property not allocated by such an express agreement are retained by their creator.
4. Inventors shall retain the right to select qualified, independent agents to promote their patentable inventions and their translation into public use.<sup>4</sup> Any agent managing the invention must represent the interests of the PI, sponsor, inventor(s), and university, until those interests are waived.<sup>5</sup> The PI/inventor and university each have the right to participate in license negotiations and approve or reject any exclusive license or amendment of license.
5. The university that undertakes the promotion of intellectual property assigned by an inventor must act as a good steward of taxpayer money and promote the best interest of the inventor and the public; however, the university shall be held harmless for any failure to procure or enforce the intellectual property caused by the inventor.
6. All inventors (including students and other subordinate persons) shall have equal right to institutional protection of their interests in their intellectual property, regardless of academic rank or position.
7. Universities must establish and publish transparent practices and procedures comprising their commercialization processes. Inventors shall be granted access to all records and communications associated with their inventions.
8. Inventors may consult with outside firms, provided this does not conflict with time commitments to the university or involve substantial unreimbursed use of university facilities. Intellectual property created under consulting agreements is retained by the outside firm or individual as specified by the consulting agreement.<sup>6</sup>
9. Any dispute over a conflict of interest shall be resolved by a faculty-run committee including representatives of faculty, administration, and students, reporting to the appropriate faculty-run governance body, such as a faculty senate (and not the Provost), consistent with the American Association of University Professors (AAUP) guidelines. Unless otherwise adjudicated, any intellectual property rights involved shall be retained by their creator.
10. Any changes to intellectual property or commercialization policies shall be approved by the appropriate faculty-run governance body, such as a faculty senate.