RPAC Research Policy Analysis & Coordination
Office of Research & Graduate Studies
University of California, Office of the President

Memo

Operating Guidance

No. 12-03

March 5, 2012

To: Intellectual Property Managers
Contract and Grant Directors
Vice Chancellors for Research

Subject: Academic Visitor Intellectual Property Pilot Program

Background

In support of the University's mission of education, research, and public service, the University recognizes the importance of fostering interactions between University faculty and individuals from outside organizations such as other universities, non-profit research institutes, and industry. Such interactions may include visits to a University campus or Laboratory by faculty or scientists employed by such institutions. Any such visits must comply with University policies that address the risks and legal concerns that may arise as a result of the visitor's activities at the University. One such concern is the disposition of intellectual property created by a visitor while engaged in activities at a University campus or Laboratory.

The ownership of any intellectual property created by a non-University faculty or scientist while visiting a campus or Laboratory is subject to the University's Patent Policy (http://www.ucop.edu/ott/genresources/pat-pol_97.html) and Policy on Copyright Ownership (http://www.ucop.edu/ott/staff/copyr.html).

The Patent Policy states, in part:

> "*An agreement to assign inventions and patents to the University, except those resulting from permissible consulting activities without use of University facilities, shall be mandatory for all employees, for persons not employed by the University but who use University research facilities, and for those who receive gift, grant, or contract funds through the University.*"

The University's Patent Acknowledgment form (http://www.ucop.edu/ucophome/policies/bfb/upay585.pdf) represents the University's implementation of the Patent Policy's mandatory agreement requirement. Visiting faculty or scientists who are not employed by the University and utilize University funds, resources, or facilities are required to sign the University Patent Acknowledgment form prior to gaining access to such resources. This requirement minimizes certain intellectual property risks associated with a visitor's access to University facilities, resources and funds that include:

i) The potential for conflict of obligations with third-party sponsors of research or material providers;
ii) The potential loss of rights or access to inventions solely created by a visitor with the use of University funds, facilities, or resources; and
iii) The lack of fair consideration back to the University from work performed at or paid for by the University.

While the Patent Acknowledgment form does not address works of authorship, the University Policy on Copyright Ownership states under Section VI.A:

> *"Prior to any use of a University facility by non-University personnel or by University personnel outside University employment, a signed agreement shall be required that specifies the disposition of copyrighted works."*

The administrative requirement for implementing this policy obligation resides with the Chancellors and Laboratory Director.

Intellectual Property Risk Posed by Visitors

The level of risk to the University posed by a visiting faculty or scientist may vary depending upon the nature of the visit combined with the visitor's outside employment status (e.g., industry scientist, faculty member on sabbatical, etc.). The requirement for signing the Patent Acknowledgment form, however, is universally-applied regardless of a visitor's outside employment arrangement. This frequently results in protracted discussions with a prospective visitor (and employer) – often after the visitor is on-site - about the requirement to sign the Patent Acknowledgment form which further delays the commencement of the visitor's activities at the campus or Laboratory. While the University provides an exemption from signing the University's Patent Acknowledgment form for four categories of individuals, these exemptions are limited in scope and subject to the condition that the individual does not use University research facilities or contract, grant, or gift funds obtained through the University (Business and Finance Bulletin G-40, University of California Patent Program, Section VI.A.4; http://www.ucop.edu/ucophome/policies/bfb/g40main.html). Should a visitor refuse to sign the Patent Acknowledgment form, the campus or Laboratory can either deny the visitor's request for access to University facilities or request the approval of a Patent Policy exception from the Office of the President. This often results in the protracted negotiation of acceptable modifications to the Patent Acknowledgment form with the visitor (and employer), further delaying the visitor's presence on campus. Each exception request is evaluated based upon the specific facts and circumstances surrounding a particular visitor and any approved modifications to the Patent Acknowledgment form are unique for that situation and non-precedent setting.

From a Patent Policy perspective, a visiting faculty member or scientist poses certain intellectual property risks to the University, the primary risks being a conflict of obligation with third-party sponsors of research (including material providers) and inappropriate use of public funds by a non-University entity. Based upon past experiences, the level of risk is proportional to the visitor's outside employment status and the on-campus/Laboratory activities associated with the visit. A visiting scientist from industry collaborating on a research project at the University carries a higher level of potential intellectual property risks to the University or risks of the inappropriate use of publicly funded facilities and resources by a for-profit entity than a visiting faculty member on sabbatical furthering their scientific acumen due to, in part, the intellectual property practices of academic institutions.

In assessing the University's universal application of the Patent Acknowledgment form requirement, it became apparent that certain academic visitors pose a lower level of intellectual property risk to the University than other types of visitors. In an effort to provide a more collegial framework for processing academic visitors, the University created

the following pilot program to assess the feasibility of using a simplified, pre-approved version of a patent agreement form as a substitute for the standard University Patent Acknowledgment form that satisfies the visitor requirements of both the University's Patent and Copyright Ownership policies.

Academic Visitor Intellectual Property Pilot Program Overview

The Academic Visitor Intellectual Property Pilot Program is a two-year pilot program implemented for the purpose of assessing campus/Laboratory use of a simplified, pre-approved visitor patent agreement template as an authorized replacement for the University Patent Acknowledgment form for certain lower-risk visiting faculty or scientists from academic, non-profit, or federal government institutions.

The goals of the Academic Visitor Intellectual Property Pilot Program are to:

i) Adopt a more "collegial" approach regarding the ownership of intellectual property created by academic visitors;
ii) Simplify the Patent Policy administrative processes and requirements for processing academic visitors; and
iii) Grant local authority to use a pre-approved patent agreement form in place of the standard University Patent Acknowledgment form.

The Academic Visitor Intellectual Property Pilot Program is based upon the premise that visiting academic faculty and scientists that do not participate in sponsored research activities, utilize funds administered by or through the University, or conduct research activities containing third party obligations while on University premises are a lower Patent Policy compliance risk than other visitors who engage in such activities. The enclosed Academic Visitor Patent Agreement form (Attachment A) integrates the higher risk elements addressed by the University Patent Policy while respecting the cultural similarities shared among academic institutions. As such, the Academic Visitor Patent Agreement form embodies the following elements:

i) Joint ownership of inventions and applicable works of authorship (limited to only those works where the University would have an interest in such works under the University Policy on Copyright Ownership) made solely or jointly in the course of the visitor's activities at the University;
ii) Invention disclosure requirement to the University and visitor's employer;
iii) Visitor activity restrictions on
    a. Participating in University sponsored research projects;
    b. Accepting/using University funds;
    c. Using proprietary information or third party proprietary research materials administered by the University with visitor activities performed at the University; and
    d. Using University resources and facilities for private or third-party benefit;
iv) Third party conflict resolution provision; and
v) Integration of the University Patent Policy requirements for inventions created outside the purpose of the visit.

Likewise, the Academic Visitor Patent Agreement includes a provision that incorporates a joint ownership interest in the visitor's works of authorship, but only to the extent provided for under the University Copyright Ownership Policy.

By signing the Academic Visitor Patent Agreement the visitor and employer agree to the above listed obligations. As implemented, the Academic Visitor Intellectual Property Pilot Program places the burden of any compliance associated with meeting these obligations on the visitor (and employer) and not the University.

Academic Visitor Intellectual Property Pilot Program Authority

University authorized Campus Licensing Office (CLO)[1] Directors are hereby authorized to approve the use of and execute the attached Visiting Academic Patent Agreement (Attachment A) in place of the standard University Patent Acknowledgment form for visitors that meet the following criteria:

i) The visitor is a faculty member or researcher from an accredited U.S. institution of higher education; or
ii) The visitor is a research scientist from a U.S. non-profit research institution; or
iii) The visitor is a research scientist from a U.S. government agency.

Non-University faculty or scientists visiting under a University courtesy academic appointment or title (either with or without University compensation) under the University's APM Series (APM-112, General University Policy Regarding Academic Appointees; http://www.ucop.edu/acadpersonnel/apm/apm-112.pdf) are not eligible to participate in the Academic Visitor Intellectual Property Pilot Program and, as such, are still required to sign the standard University Patent Acknowledgment form.

Academic Visitor Intellectual Property Pilot Program Requirements

The campus/Laboratory implementation of the Academic Visitor Intellectual Property Pilot Program must meet the following requirements:

i) A designated campus/Laboratory faculty host must be listed on the Academic Visitor Patent Agreement;
ii) The Academic Visitor Patent Agreement must be signed by the visitor, an authorized representative of the visitor's employer, and the director of the CLO (or authorized designate in the director's absence);
iii) The hosting faculty member's department dean, chairperson, or director must approve the visit by signing the acknowledgment block of the Academic Visitor Patent Agreement; and
iv) The CLO must provide a paper or electronic summary report of all executed Academic Visitor Patent Agreement forms to the Executive Director, Research Policy Analysis & Coordination at the expiration of this Pilot Program on December 31, 2013.

[1] CLO is the campus/Laboratory-based office that has received formal reassignment of intellectual property licensing authority from the Office of the President, or the UCOP Office of Technology Transfer, as appropriate.

In addition, this Academic Visitor Intellectual Property Pilot Program authority must be applied in a manner consistent with the University Policy on "Principles Regarding Rights to Future Research Results in University Agreements with External Parties" (http://www.ucop.edu/ott/genresources/principles.html), the private business use limits of the Tax Reform Act of 1986, and any applicable systemwide and campus/Laboratory visitor policies and procedures. In applying this authority, it is important that the CLO consult with all stakeholders, including their local C&G Office, the appropriate campus Academic Personnel departments, and University hosting department personnel, who on a case-by-case basis, should participate in and take responsibility for decisions concerning the use of the Academic Visitor Intellectual Property Pilot Program authority. In addition, each campus/Laboratory, at its discretion and working with the relevant offices (C&G, CLO, Vice Chancellor for Research, Academic Personnel, etc.), may implement additional local restrictions and approval requirements that meet the specific needs of the campus/Laboratory when implementing the Academic Visitor Intellectual Property Pilot Program authority.

The Academic Visitor Intellectual Property Pilot Program authority is issued for immediate use and extends through December 31, 2013. The results of the Academic Visitor Intellectual Property Pilot Program and the appropriateness of any renewal will be assessed at that time. Additional guidance on exercising the Academic Visitor Intellectual Property Pilot Program authority is provided in Attachment B.

If you have any questions concerning the Academic Visitor Intellectual Property Pilot Program or its implementation, please contact Janna Tom.

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cc: Managing Counsel Simpson
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RPAC Policy Managers

Attachments: Academic Visitor Patent Agreement (Attachment A)
Frequently Asked Questions (Attachment B)

ACADEMIC VISITOR PATENT AGREEMENT

This Agreement is made by me with The Regents of the University of California, a California constitutional corporation, hereinafter called "University," in part consideration for my use of University campus and research facilities located at _____ (*insert campus, department, lab or school as appropriate)* for the following purpose:

(*Provide a brief description below of the purpose of the visit)*

Non-University Source of Funding/Materials (if any): _____

University Faculty Host:_____ Department/Unit:_____

During the course of this Agreement, the parties agree that a primary reason for my presence at University is the fluid interaction between myself and the University research community, including faculty, researchers, and students. As such, it is the intention of the parties that the majority of the interactions involve the sharing of data that are not confidential to either party.

In exchange for the consideration listed above:

1. I will promptly report and fully disclose the conception and/or reduction to practice of potentially patentable inventions made by me, either solely or jointly with others, in the course of my activities at University ("Invention") to my Employer and the University's authorized campus/Laboratory licensing office.
2. I shall assign, and do hereby assign, jointly to my Employer and University all right, title and interest in any Invention and any applicable (under my employer's and University's intellectual property policies) works of authorship made by me in the performance of my activities at University, and to execute and deliver any transfers, assignments, documents or other instruments necessary or appropriate to effect such assignment.
3. I acknowledge that any other inventions arising from my use of University resources and/or facilities are subject to University's Patent Policy (http://www.ucop.edu/ucophome/coordrev/policy/09-04-97patent.html).
4. I acknowledge that University's interest in my works of authorship created in the performance of my activities at University is limited to only such works as provided for in University's Policy on Copyright Ownership (http://www.ucop.edu/ott/staff/copyr.html).
5. I will not disclose to University or use in my activities at University any proprietary information or materials of my Employer or any third party, such information to include, without limitation, trade secrets or confidential information of such party.
6. I will not accept or use any gift, grant, or contract research funds through the University, participate in any sponsored research projects at University, perform any work for third party sponsors of research in University facilities, or perform any research at University using third party proprietary research materials administered by University without the prior written permission of University.
7. I will not use University funds, facilities or resources to conduct outside consulting activities.

8. Should my activities at University result in my participation in the conduct of research projects at University that are subject to third-party obligations, University and Employer will, to the extent possible, accommodate each other's obligations to such third-party sponsors of research.
9. If the parties cannot agree on an appropriate resolution under Item 8 above, the obligations to research sponsors shall take precedence.

This Agreement shall be in effect from _____ to _____. This Agreement may be terminated by either party upon giving of ninety (90) days advance written notice.

This Agreement supersedes all previous agreements, oral or written, relating in whole or part to the performance of my activities as a visitor at University.

I represent that I have not executed any agreements with or incurred any obligations to others in conflict with the foregoing, and will not, while bound by this Agreement, enter into any other agreements, or otherwise, that conflict with the foregoing.

VISITOR

Signature: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY
(authorized campus licensing office director)

Signature: _____

Name: _____

Title: _____

Date: _____

Acknowledged and accepted:

VISITOR'S EMPLOYER

_____
Name of Institution

_____
Authorized Representative (signature)

_____
Authorized Representative Name (print)

_____
Title

_____
Date

UNIVERSITY HOST DEPARTMENT

_____
Department/Unit Name

_____
Dean/Chairperson/Director (signature)

_____
Dean/Chairperson/Director Name (print)

_____
Date

Attachment B

Academic Visitor Intellectual Property Pilot Program

Frequently Asked Questions (FAQs)

The scenarios presented below are intended to help the campus/Laboratory authorized licensing offices evaluate the use of the Academic Visitor Intellectual Property Pilot Program for the various types of visitor requests that a campus/Laboratory may receive. As the facts and circumstances surrounding each visitor scenario will vary, a campus/Laboratory may encounter a visitor scenario resulting in a level of uncertainty as to the applicability of the Academic Visitor Intellectual Property Pilot Program. In such situations the authorized Campus Licensing Office/Laboratory (CLO) should consult with a UCOP/RPAC[1] representative regarding the applicability of the Academic Visitor Intellectual Property Pilot Program to a particular visitor scenario.

What basic questions should I ask a visitor or hosting department/unit when evaluating whether a proposed visitor qualifies for the Academic Visitor Intellectual Property Pilot Program?

The primary intellectual property concerns facing the University whenever a visitor is on-site include (1) the creation of a conflict between the visitor's activities on-campus and the University's third-party obligations with outside entities, and (2) the uncompensated use of University funds and resources by the visitor. By signing the Academic Visitor Patent Agreement, the visitor agrees to refrain from (1) engaging in certain activities that have a high potential for conflict with third party obligations assumed by the University and (2) accepting or using any gift, grant, or contract research funds through the University. The CLO should ascertain prior to granting the visitor access to the campus whether the visitor, the host, and the host's department/unit anticipate any activities on the part of the visitor that would conflict with the visitor's obligations under the Academic Visitor Patent Agreement. Any visitor coming to a campus to participate in a third-party funded project or to utilize funds administered through the University is precluded from participating in the Academic Visitor Intellectual Property Pilot Program. In addition, the conferring of "employee status" by way of courtesy appointments or titles (with or without compensation) whereby the visitor enjoys certain rights and privileges as acquired by University employees (e.g., teaching assignments, access cards, parking privileges, etc.) will disqualify a potential visitor from participating in the Academic Visitor Intellectual Property Pilot Program.

The CLO should focus its line of questioning on the concerns discussed above in determining a visitor's eligibility for participation in the Academic Visitor Intellectual Property Pilot Program.

A faculty member from a U.S. university wants to visit our campus to collaborate on a sponsored research project with one of our research scientists but refuses to sign the standard University Patent Acknowledgment form. Can we offer the Academic Visitor Patent Agreement as a substitute for the Patent Acknowledgment form?

[1] University of California Office of the President, Research Policy Analysis & Coordination (RPAC) group within the Office of Research and Graduate Studies (ORGS)

Under the provisions of the Academic Visitor Patent Agreement a visitor agrees not to participate in any sponsored research projects at the University, or perform any work for third party sponsors of research in University facilities without the prior written permission of the University. A visitor's participation in the performance of a sponsored research activity at a campus carries a higher intellectual property risk due to the potential conflict of obligations that could result for the University. As such, the standard University Patent Acknowledgment form (or an approved modified version of the form) better addresses such risks and should be used for this situation. The CLO should work with a UCOP/RPAC representative in adapting the standard University Patent Acknowledgment form to the facts and circumstances of such situations.

A research scientist from the Burnham Institute wants to spend two weeks on campus discussing research collaboration opportunities with various campus departments. Does this visitor qualify for the Academic Visitor Intellectual Property Pilot Program?

This visitor does qualify for the Academic Visitor Intellectual Property Pilot Program based upon the employment status criteria of the Pilot Program. While it is the visitor's responsibility to comply with the terms of the Academic Visitor Patent Agreement with regards to not accepting or using any gift, grant, or contract research funds through the University or participating in any sponsored research projects at University without the prior written permission of University, the CLO should verify with the visitor and the campus host(s) that such activities are not anticipated under this scenario before proceeding with the execution of the Academic Visitor Patent Agreement.

A faculty member from an academic institution in Great Britain wants to spend 6 months at our campus consulting with several researchers in the engineering department on a project she is working on back in the U.K. Can the campus use the Academic Visitor Intellectual Property Pilot Program for this situation?

Many international academic visitors often utilize foreign third-party sources of funding to support their activities abroad. Such sources of funding are typically encumbered with restrictive intellectual property obligations that are passed-through by the visitor's home academic institution when negotiating the terms of a visitor arrangement with the hosting U.S. academic institution. For this reason, international academic visitors are excluded from participating in the Academic Visitor Intellectual Property Pilot Program. As the facts and circumstances surrounding a particular international academic visitor's activities can vary, the application of the Academic Visitor Intellectual Property Pilot Program may be appropriate in certain situations where the international academic visitor does not have any intellectual property obligations beyond those to the visitor's home academic institution. As the CLO does not have the delegated authority under the Academic Visitor Intellectual Property Pilot Program to use the Academic Visitor Patent Agreement with international academic visitors, the CLO should work with a UCOP/RPAC representative to determine whether the Academic Visitor Patent Agreement can be used under a specific set of circumstances involving an international academic visitor and obtain the necessary approvals to do so.

An industry scientist from a local biotech company wants access to highly specialized campus instrumentation to perform some tests on a material developed by the company. The scientist plans to be on-site for a month performing various tests and discussing the results with various faculty members. The scientist cannot sign the University's standard Patent Acknowledgment form due to his employment obligations with the company. Even though this visitor does not qualify for the Academic Visitor Intellectual Property Pilot Program, can the campus offer the Pilot Program's Academic Visitor Patent Agreement as a substitute for the Patent Acknowledgment form?

The Academic Visitor Patent Agreement was designed to be used with certain lower-risk visitors in terms of intellectual property obligations. Any visitor employed by a for-profit entity carries a higher intellectual property risk than visitors from the traditional academic community. The campus should work with a UCOP/RPAC representative in adapting the standard University Patent Acknowledgment form to the facts and circumstances surrounding the proposed visit and securing the necessary Patent Policy exception approvals to use the modified Patent Acknowledgment form.

A research scientist from Brookhaven National Laboratory (BNL) needs to perform certain work alongside the co-Principal Investigator at the campus under a Cooperative Agreement between BNL and the campus for a project that is funded by the Department of Energy. Does this situation qualify for the Academic Visitor Intellectual Property Pilot Program under the U.S. government agency criteria?

Under the Academic Visitor Intellectual Property Pilot Program, a contractor working for the U.S. government would not qualify as a research scientist from a U.S. government agency as the rights to intellectual property created by the visitor would be subject to the visitor's employment agreement with the government contractor (which can either be a for-profit or non-profit entity). As such, any intellectual property obligations would go well beyond the standard U.S. government rights that would be required for a visiting researcher from a U.S. government agency.

Under the provisions of the Academic Visitor Patent Agreement, however, a visitor agrees not to perform any work for third party sponsors of research in University facilities without first obtaining permission from the University to do so. As this situation involves a research collaboration project involving both BNL and University researchers that is funded by the same federal government source, the campus could request a policy exception to permit this activity under the Academic Visitor Intellectual Property Pilot Program if the contractor is a non-profit entity (in this case acting as a quasi non-profit research institution) and the campus adequately addresses any potential risks associated with the visitor's campus activities while performing the collaboration work at the campus (e.g., participation in other University projects while on campus). This could best be accomplished by listing the collaborative project as the purpose of the visit in the Academic Visitor Patent Agreement with a list of the tasks to be performed and a statement that includes the University's permission to perform those tasks.

As these types of situations are very fact and circumstances dependent, the CLO should discuss the details of such visits with a UCOP/RPAC representative to evaluate the intellectual property risks associated with a proposed visitor's campus activities and whether the Academic Visitor Intellectual Property Pilot Program is an appropriate mechanism to use in such instances.

An academic-industry-government consortium agreement that the campus executed provides consortium members with an option to send a scientist to the campus for up to a period of one-year for the purpose of learning new techniques developed under consortium-funded projects. Can the campus apply the Academic Visitor Intellectual Property Pilot Program to visiting consortium members from participating academic and U.S. government agencies?

While the scientists from consortium-member academic institutions and U.S. government agencies may qualify for the Academic Visitor Intellectual Property Pilot Program based upon the Pilot Program's employment status criteria, these individuals are precluded from participating in the Pilot Program due to the University's third-party obligations to the other parties under the consortium agreement. The Pilot Program's joint ownership requirement may conflict with the University's obligations under the consortium agreement. A more practical approach would be to include provisions in the consortium agreement that address how visitors (and any resulting intellectual property) from the member institutions will be handled by a hosting member institution.

A campus department offered a courtesy, without compensation, adjunct faculty appointment to an engineer employed by a local engineering company. The standard Patent Acknowledgment form is proving problematic for the engineer and the campus department is anxious to get him on-board prior to the start of the school year. Can the Academic Visitor Intellectual Property Pilot Program provide a solution to this dilemma?

The Academic Visitor Intellectual Property Pilot Program only applies to academic faculty members or researchers from an accredited U.S. institution of higher education; or research scientists from a U.S. non-profit research institution; or research scientists from a U.S. government agency. Industry visitors must still sign the standard University Patent Acknowledgment form or an approved modification to the Patent Acknowledgment form. The conferring of an adjunct faculty appointment to an industry visitor does not constitute an "academic faculty member" under the provisions of the Academic Visitor Intellectual Property Pilot Program. The campus should consult with a UCOP/RPAC representative about any appropriate modifications to the standard University Patent Acknowledgment form along with obtaining an approval for an exception to the University Patent Policy for such situations.

A faculty member from a U.S. academic institution wants to spend 8 months of a 1-year sabbatical leave at the campus chemistry department learning about new analytical techniques. The visit is funded, in total, by the visitor's home academic institution. The campus offered up the Academic Visitor Patent Agreement but the visitor's home academic institution is unwilling to accept the joint ownership arrangement provided under that Agreement. What other options are available to the campus under the Academic Visitor Intellectual Property Pilot Program for this situation?

The joint ownership strategy employed in the Academic Visitor Intellectual Property Pilot Program may not be acceptable to some academic institutions. The UCOP/RPAC office developed an alternate template based upon the "ownership follows inventorship under U.S. Patent Law" concept that may be acceptable to such academic visitor's home institution. Please contact a UCOP/RPAC representative for more details.

As UCOP approved and issued the Academic Visitor Intellectual Property Pilot Program for use by campuses/Laboratory under the University Patent Policy authority, can I assume that this Pilot Program falls within the IRS safe harbor protections of the Tax Act?

No. The Tax Act of 1986 safe harbor protections against a finding of private business use afforded the University under IRS Revenue Procedure 2007-47 pertain to intellectual property provisions in sponsored research agreements. As long as the intellectual property provisions in such agreements are within University policies, then the safe harbor protections apply. Under the Tax Act, however, any non-University personnel's use of University facilities funded with tax-free bonds constitutes a private business use regardless of the agreement covering the visitor's campus activities. As such, the mere presence of a visitor on-campus under the Academic Visitor Intellectual Property Pilot Program could result in a private business use if the visitor utilizes tax-free bond funded facilities. As this is a matter of tax law, any policy exception approvals to University intellectual property policy do not abrogate the University's Tax Act responsibilities and liabilities in this area. The campus will still need to monitor any visitor's activities in tax-free bond financed facilities (including those "qualified" visitors under the Academic Visitor Intellectual Property Pilot Program) to ensure the cumulative private business use in such facilities does not exceed the allowable thresholds set by the Tax Act. The campus should consult with their local capital planning office and the Capital Markets Finance group at UCOP with questions concerning the level of private business use incurred by the University in such situations.

A faculty visitor from a Midwestern public university is reluctant to sign the Academic Visitor Patent Agreement as she feels UC will get rights to any scientific articles or books she publishes that are based upon the work she performs while visiting the campus. Are her concerns valid?

Under the provisions of the Academic Visitor Patent Agreement, the University's interests in any works of authorship created by a visitor under the Academic Visitor Intellectual Property Pilot Program are limited by the provisions of the University's Policy on Copyright Ownership (http://www.ucop.edu/ott/staff/copyr.html). As such, the University would not assert an ownership interest in any Scholarly/Aesthetic or Personal works (as defined under the University's Policy on Copyright Ownership) created by a visitor under the Academic Visitor Intellectual Property Pilot Program. Such works of authorship, however, would still be subject to the visitor's employment agreement (and institutional policies) with the visitor's employer, where such ownership rights may differ from the provisions of the University's Policy on Copyright Ownership.