



University Policy Statement

UPS 670.000

INTELLECTUAL PROPERTY POLICY

PREAMBLE

At California State University, Fullerton (CSUF or University), we value the creation of knowledge, art, and new ways of thinking and being. We aim to foster a robust environment of scholarly and creative activity that informs our work as teacher-scholars and inspires innovation across disciplines. To nurture and sustain the joy of discovery that draws faculty, staff, and students to academic life, we promote opportunities for the development and protection of original intellectual property.

This University Policy Statement (UPS) outlines how CSUF defines, supports, and manages intellectual property—its origins, ownership, use, and benefits—across the campus community. The policy clarifies rights and responsibilities so that all who engage in scholarly and creative activity share a common understanding of the principles of fair play, transparency, and equitable participation that guide intellectual property at CSUF.

I. PURPOSE AND SCOPE

CSUF encourages innovation and the creation of intellectual property (IP) as part of its mission to advance teaching, research, and public service. This policy governs the ownership, disclosure, protection, and commercialization of all forms of intellectual property created by CSUF faculty, staff, and students.

This policy applies to:

- All employees (academic and non-academic), students, and postdoctoral scholars.
- All forms of IP, including but not limited to: inventions, patents, trademarks, copyrights, software, databases, course materials, digital content, and biological or technical materials.

This policy is aligned with CSU ICSUAM Section 11000 and supersedes all previous CSUF policies related to IP, including UPS 100.005 (1979 version) and related procedures.

II. DEFINITIONS

- **Intellectual Property (IP):** Any invention, discovery, creative work, or expression of an idea that can be protected by patent, copyright, trademark, or other similar means.
- **Invention:** A novel process, machine, manufacture, or composition of matter, including improvements.
- **Copyrightable Work:** Original works of authorship, including literary, musical, dramatic, pictorial, and educational content, that have been recorded in any physical form. Examples include printed documents, digital files, recorded lectures, photographs, videos, slides, websites, and software code — any form where the work can be perceived, reproduced, or communicated, either directly or with the aid of a machine. Copyright does not protect facts, ideas, systems, or methods of operation, although it protects the way they are expressed.

- **Course Materials:** Instructional content, including syllabi, lectures, multimedia, slides, Learning Management System (LMS), materials, and related recorded content.
- **Generative Artificial Intelligence (AI):** Computer systems and algorithms that create new content, such as text, images, or sound, based on user prompts. They are distinguished from predictive AI by their ability to generate novel outputs rather than select existing ones.
- **Normal University Support:** Routine access to office space, computing equipment, libraries, and general development support.
- **Extraordinary University Support:** Institutional resources provided beyond Normal Support, including dedicated funding, custom equipment, specialized facilities, or targeted release time.
- **Commissioned Work:** Any work created under a written agreement between the creator and the University that specifies terms of ownership and support.
- **Sponsored Program or Philanthropic gifts:** A project supported by external funds (e.g., grants, contracts, gifts) awarded to CSUF or its auxiliaries.
- **Trademarks:** Any name, word, combination of words, symbols, sounds, or colors that distinguish goods may be a trademark, if used to identify those goods to the public. Any names, words, combination of words, logos, sounds, colors, or symbols that distinguish goods may be a trademark, if used to identify the good of the University or its programs to the public. A trademark serves as an identification function for the consuming public and therefore is distinctive or clearly recognizable as a trademark. Not all trademarks are registered at the federal or state levels.
- **Owner(s):** The party(-ies) with legal rights over the IP.

III. Guiding Principles of CSUF's IP Policy

A. Equity and Fair Play

- CSUF affirms that intellectual property contributions are valued across all disciplines and roles.
- This policy applies equally to faculty, staff, administrators, and students, regardless of whether the intellectual property is patentable or the level of available funding, facilities, or technical support.
- In accordance with the principle of fair play, both the University and its creators are expected to act transparently and in good faith.
- No party shall deliberately create, exploit, or benefit from exceptions or ambiguities in this policy to gain unfair advantage.

IV. Ownership of Intellectual Property

A. Faculty, Staff, and Students

1. Default Ownership

- IP created with only Normal University Support belongs to the **creator(s)**.
- Students retain ownership of academic work unless employed by the University or the work is performed pursuant to sponsored program provisions.

2. Extraordinary University Support or Commissioned Works

- When University provides Extraordinary University Support, ownership and revenue sharing must be documented **in advance** via an **Intellectual Property Agreement** approved by the Associate Vice President for Research and Sponsored Projects (AVP-RSP) in consultation with Dean and/or relevant Vice President or designee.
- Commissioned Works are owned by the University unless otherwise agreed in writing.

3. **Works Made for Hire**

- Non-academic employees and administrators producing IP within their job scope create University-owned works.
- Academic employees and administrators with faculty retreat rights retain their rights to their self-initiated scholarship and teaching unless under a separate Commissioned Work agreement executed on behalf of the University by an authorized University representative.

4. **Sponsored Programs**

- IP ownership is governed by the terms of the sponsor agreement.
- If silent, CSU policy and this UPS apply.
- CSUF retains a non-exclusive, royalty-free license for educational and research use of any intellectual property developed by University personnel (including faculty and lecturers, staff, and students) under a sponsored program. This retained license must be explicitly stated in the sponsor agreement to ensure enforceability and alignment with CSU ICSUAM policy.

5. **Trademarks and Branding**

- All marks, logos, and institutional identifiers are the property of CSUF and governed by CSUF and CSU branding policies.
- California Education Code section 89005.5 provides that the name of the California State University, the names of all educational institutions in the state with names containing the words “California State University,” and the individual names of the CSU campuses, including CSUF, belongs to the University and cannot be appropriated by others.

V. **Copyrightable Work and Course Materials**

1. Faculty and lecturers retain rights to their Course Materials unless:
 - They were created under a specific Commissioned Work agreement; or
 - Extraordinary University Support was provided.
2. Use of Course Materials for which the IP rights are exclusively retained by a University employee, student, or postdoctoral scholar by CSUF in other courses, programs, or promotional contexts requires prior written permission from the IP owner unless otherwise stated or unless the use is otherwise legally permitted.
3. CSUF retains rights to reuse materials posted on campus-managed LMS platforms for **internal accreditation, assessment, or training purposes or any other use authorized by law or CSU policy**, with appropriate attribution.

VI. **Disclosure and Evaluation**

1. Creators must disclose any IP developed using Extraordinary University Support, under sponsored programs, or with potential commercial applications.
 - Disclosures are submitted to **ORSP** via the standard disclosure form.
 - For sponsored work, copy must be submitted to the **CSUF Auxiliary Services Corporation (ASC) Executive Director**.
2. ORSP will notify the creator(s) of the University’s interest within **30 business days**.
3. If CSUF notifies the creator(s) that it will not pursue IP protection, creators may request a **release of interest**.
4. The University will consider disclosure evaluations under an equity lens, including awareness of disparities in access to resources and support across departments, disciplines, or employment classifications.

VII. Commercialization and Revenue Sharing

1. If the University or the creator pursues patenting or commercialization:
 - It may assign the responsibilities of administration to ASC, but in no event may assign ownership of the IP to any person or entity other than the Trustees of the California State University.
 - Net income (after costs) is shared with the creator(s), with royalty distribution terms outlined in a Revenue Sharing Agreement, with a minimum of 15% to go to the creator.
 - Academic freedom of individuals takes precedence over potential monetary rewards.
2. CSUF may license IP to third parties or enter into development partnerships.
3. All commercial licenses retain a **royalty-free, non-exclusive research and educational license** for CSUF.

VIII. Administrative Oversight

- **ORSP** shall:
 - Manage disclosures, determinations of interest, and IP agreements.
 - Coordinate with **ASC** for sponsored projects.
 - Support commercialization, licensing, and IP education.
- The **AVP-RSP** shall report annually to:
 - The **University President**
 - The **Academic Senate**
 - The **ASC Board** (if applicable) no later than October 15 of each academic year, summarizing the prior fiscal year's intellectual property disclosures, commercialization activity, and revenue distribution outcomes.
- A standing **IP Advisory Committee (IPAC)** may be established to review complex cases and advise on policy updates.

IX. Review and Revisions

This policy will be reviewed every **five years** or as needed to reflect changes in CSU policy, law, or CSUF practice.

X. Use of Artificial Intelligence (AI) in Creation and Handling of Intellectual Property

1. Disclosure of AI Use:

Any use of generative AI tools (e.g., large language models, image generators, code assistants) in the creation of research, scholarly, or creative works intended to be disclosed as IP must be documented in the disclosure form. When AI is used collaboratively (e.g., between faculty and students or postdocs), written acknowledgment and permission of all parties is required.

2. Data Protection:

Faculty, staff, and students must not input restricted or confidential materials — including unpublished manuscripts, course materials not publicly available, grant proposals, or identifiable student data — into AI platforms without appropriate written authorization. Entry of FERPA-, HIPAA-, or IP-protected data into AI services is strictly prohibited unless expressly approved by the Office of Research and Sponsored Projects (ORSP) or the Office of the Provost.

3. Use of Faculty IP in AI Systems:

Intellectual property created by faculty or instructional staff may not be used to train or feed AI systems without the express written permission of the IP holder(s). This includes course content, original audiovisual materials, and unpublished research works.

Source: Faculty Research Policy Committee

EFFECTIVE DATE: June 16, 2026
New UPS 670.000 and ASD 26-59

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