H-STAR Visiting Partnership Agreement with PARTNER NAME

This agreement establishes a research collaboration partnership between Stanford University's H-STAR Institute and PARTNER NAME, (henceforth "PARTNER") to commence START DATE and run for consecutive twelve month periods from that date until canceled in writing by either party.

(1) Purpose of the partnership

H-STAR (Stanford University's Human Sciences and Technologies Advanced Research institute) is an interdisciplinary research institute, bringing together scientists and scholars from across the campus. What unites these researchers is a common interest in research issues concerning people and technology — how people use technology, how to better design technology to make it more usable (and more competitive in the marketplace), how technology affects people's lives, and the innovative use of technologies in research, education, art, business, commerce, entertainment, communication, national security, and other walks of life. H-STAR researchers study scientific questions that have practical consequences. They aim to develop and pursue scientific theories that will provide the basis both for understanding and for the design of new technologies or the improvements of existing technologies.

Recognizing that such research can benefit from collaborations with researchers from outside Stanford, H-STAR seeks to partner with universities, university consortia, government supported research laboratories, and organizations representing same. (Partnership with industry researchers is also welcomed, but is facilitated through H-STAR's Media X Industry Partners Programs.) Experience has shown that, because of Stanford's renowned history of scientific breakthroughs and innovation, its location in the heart of Silicon Valley, and its many deep connections with industry, such partnerships may be productively constructed around a core program of visiting researchers, who spend periods from a few weeks to a year or more at Stanford, working closely with Stanford faculty and researchers.

(2) Structure of the visiting partnership program

1. Partnership is available to universities, subunits of universities, university consortia, government research laboratories, or organizations or government units representing any such.

2. Industry partnerships (with or without visiting researchers) are generally arranged through H-STAR's Media X Industry Partners Program, though industry partnership with H-STAR is possible in case the industrial partner's needs are not easily met by the Media X program.

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3. Partnerships are established for consecutive twelve month periods, commencing at a date mutually agreed by H-STAR and the partnering organization (henceforth “PARTNER”). H-STAR partners automatically receive a complementary membership of the Media X program as an Affiliate Partner the a twelve month period of their H-STAR partnership, for which PARTNER will receive all the benefits such partnership offers. (See Attachment D.)

4. The partnership automatically extends for a further twelve months period, unless notice to cancel is given to H-STAR by PARTNER no less than six weeks prior to the end of the current partnership period. (H-STAR will normally contact PARTNER two months prior to expiry of the current partnership term, to determine the scope of continuation of the partnership.) One month prior to expiry of the current term, H-STAR will issue an invoice to PARTNER for payment in full of the total annual fee (Partnership fee plus all slotting fees, and any additional fees that may be due to cover mutually agreed enhancements to the program). PARTNER agrees to pay the invoice in full within one month of its receipt.

5. Upon commencing partnership with H-STAR, PARTNER will:

5.1. Pay the annual H-STAR partnership fee. The H-STAR partnership fee is currently set at $50,000 a year. H-STAR reserves the right to change this fee, giving notice to PARTNER no less than three months before the annual partnership renewal.

5.2. Elect an allocation of one or more visiting researcher slots, each of twelve months duration, and pay (in advance) the total appropriate slotting fees. The slotting fees are currently set at:

- $50,000 a year for the first visitor slot
- $45,000 a year for the second visitor slot
- $40,000 a year for the third visitor slot
- $35,000 a year for the fourth visitor slot
- $30,000 a year for the fifth and any additional visitor slots.

H-STAR reserves the right to change this fee, giving notice to PARTNER no less than three months before the annual partnership renewal. The slotting fee is intended to cover the various administrative and infrastructure costs associated with the visitor. It does not cover the support of the visitor and his or her research costs.

5.3. In the event that the agreed visiting researcher slots are not fully used in any one year, and PARTNER’s membership continues for another 12 months period, the remaining visitor allocation may be carried over to the following year. In the event that PARTNER’s membership is not continued, H-STAR will refund an amount corresponding to the remaining visitor allocation at the latest 15 days after expiry of this agreement, unless otherwise agreed.

6. PARTNER is free to fill its slots in whatever manner it chooses, subject only to each visitor meeting the eligibility criteria for visitors to Stanford, as outlined in paragraphs 7 to 9 below. For example, it could send one visitor for the entire year, or two visitors for six months (not necessarily consecutive), or adopt a more varied schedule, subject only to the constraints that H-STAR is able to accommodate the visitors at any given time and the total length of time in months during which program visitors are at Stanford does not exceed twelve person months for each slot.

7. Each visitor is normally expected to have a terminal degree (generally the Ph.D.) and have experience in conducting research under his or her own guidance.

8. Each visitor must have a Stanford faculty member who will act as official host at Stanford. In general, the host will be a Stanford researcher with whom the visitor wishes to collaborate. Although visitors may change their Stanford host at any time (subject to the agreement of all parties concerned), an initial host must be identified and appointed by H-STAR prior to the visitor's arrival. This is normally done at the intending visitor's suggestion, but in case an intending visitor does not already have a research contact at Stanford, H-STAR will seek one on the visitor's behalf.

9. The purpose of the partnership program is research collaboration, not education or training for the visitor. In particular, the Stanford faculty host is intended to be a research partner of the visitor, and is not expected to provide basic education or training in how to conduct research. A visitor's degree of participation in this program is expected to be commensurate with that of H-STAR's core researchers.

10. Visiting researchers will be given the position of Visiting Scholar and issued a Visiting Scholar identity card. This is an officially recognized position at Stanford that gives the visitor many of the benefits and privileges of regular Stanford faculty, including full library access, access to SUNET (the Stanford University data network), eligibility for faculty discounts at the Stanford Bookstore, access to University athletic facilities, staff-rate tickets to athletic events, eligibility to purchase a campus parking permit, and access to off-campus housing information.

11. Visiting Scholars will be provided with a desk, either in an office (probably shared) or in one of the open working areas occupied by H-STAR. The desk will have a telephone and either Ethernet or wireless access (or both) to SUNET. Visitors are expected to bring their own laptop or desktop computer. Since wireless access is campuswide, we recommend bringing a laptop equipped with a wireless card.

12. Visiting Scholars are free to audit any Stanford course or participate in any Stanford seminar, free of charge, subject only to permission of the instructor.

13. H-STAR is always willing to consider suggestions from partners for enhancements to the research collaboration. These may include H-STAR researchers (or senior H-STAR administrative staff) making visits to the visitor's home institution, the employment of Stanford graduate students and/or postdocs as research assistants, or the issuance of a campuswide Request for Proposals to identify other faculty and researchers who may be beneficial to the research.

(3) Intellectual property

1. H-STAR partners are asked to acknowledge H-STAR'S contribution in any publications they produce based on work done within the partnership framework.

2. Information that is disclosed to PARTNER under this partnership agreement shall be nonconfidential and may be used by PARTNER without restrictions, subject only to copyrights and patent rights.

3. Except for long-term (more than one academic quarter) visiting researchers, no PARTNER researcher participating in the H-STAR Partnership Program will have any obligations to Stanford University regarding the assignment or licensing of intellectual property.

4. Visitors from other academic institutions who will be resident at Stanford for a period of more than one academic quarter are subject to Stanford's Intellectual Property Policies, which are attached to this agreement as Attachments A and B. All such visitors are required to sign the intellectual property agreement form SU-18A and abide by the conditions expressed therein. A copy of that document is given as Attachment C to this agreement.

(4) Visas

H-STAR will assist any visitor who intends to come under this agreement in obtaining any necessary US visa. Visa certification (DS 2019, used by the visitor to apply for a J-1 visa prior to entering the United States) is arranged through the Stanford Office of Foreign Scholar Services.

(5) Signatures

_____	_____
Keith Devlin Executive Director, H-STAR Stanford University	NAME TITLE PARTNER NAME
Date:_____	Date:_____

TITLE: **INVENTIONS, PATENTS AND LICENSING**

ORIGINALLY ISSUED: NOV 15, 1980 CURRENT VERSION: JULY 15, 1999

CLASSIFICATION: STANFORD UNIVERSITY POLICY

SUMMARY:

Establishes policy and procedures for disclosure and assignment of ownership of potentially patentable inventions created in the course of work at Stanford or with more than incidental use of Stanford resources. Extends this requirement to faculty, staff, graduate students and visitors involved in research.

Explanatory materials added to Section 2.D. in January 1996. Royalty-sharing updated in July 1999 to reflect changes related to equity acquisition.

RELATED RESEARCH POLICY HANDBOOK DOCUMENTS:

4.1, Faculty Policy on Conflict of Commitment and Interest
4.6, Equity Acquisition in Technology Licensing Agreements
5.2, Copyright Policy
5.3, Tangible Research Property
10.6, Research Participation Agreements

AUTHORITY:

Stanford Board of Trustees

CONTACT PERSON:

Director, Office of Technology Licensing

1. PATENT POLICY

A. Board Policy

1. All potentially patentable inventions conceived or first reduced to practice in whole or in part by members of the faculty or staff (including student employees) of the University in the course of their University responsibilities or with more than incidental use of University resources, shall be disclosed on a timely basis to the University. Title to such inventions shall be assigned to the University, regardless of the source of funding, if any.
2. The University shall share royalties from inventions assigned to the University with the inventor.
3. The inventors, acting collectively where there is more than one, are free to place their inventions in the public domain if they believe that would be in the best interest of technology transfer and if doing so is not in violation of the terms of any agreements that supported or related to the work.
4. If the University cannot, or decides not to, proceed in a timely manner to patent and/or license an invention, it may reassign ownership to the inventors

upon request to the extent possible under the terms of any agreements that supported or related to the work.

5. Waivers of the provisions of this policy may be granted by the President or the President's designate on a case-by-case basis, giving consideration among other things to University obligations to sponsors, whether the waiver would be in the best interest of technology transfer, whether the waiver would be in the best interest of the University and whether the waiver would result in a conflict of interest. In addition, the President may expand upon these provisions and shall adopt rules, based on the same factors as well as appropriateness to the University's relationship with inventors, for the ownership of potentially patentable inventions created or discovered with more than incidental use of University resources by students when not working as employees of the University, by visiting scholars and by others not in the University's employ.
6. This policy shall apply to all inventions conceived or first reduced to practice on or after September 1, 1994.

B. Additional Provisions (promulgated by the University President, reference section 5 of the Board Policy, above)

1. In addition to faculty and staff (including student employees), the provisions of the University's patent policy will extend to:

   a) all graduate students and postdoctoral fellows

   b) non-employees who participate or intend to participate in research projects at Stanford (including visiting faculty, industrial personnel, fellows, etc.)

   The Board policy will apply as stated for graduate students and postdoctoral fellows. In the case of non-employees, all potentially patentable inventions conceived or first reduced to practice in whole or in part in the course of their participation in research projects at Stanford, or with more than incidental use of University resources, shall be disclosed on a timely basis to the University, and title shall be assigned to the University, unless a waiver has been approved.
2. The President's authority to grant waivers of provisions of this policy is delegated to the Vice Provost and Dean of Research and Graduate Policy.

2. ADMINISTRATIVE PROCEDURES

A. Office of Sponsored Research (OSR)

SPO is responsible for reviewing terms and conditions of the University’s grants and contracts for compliance with University policies on intellectual property rights and openness in research.

B. Office of Technology Licensing (OTL)

The mission of OTL is to promote the transfer of Stanford technology for society's use and benefit while generating unrestricted income to support research and education. OTL is responsible for the administration of the University's invention reporting and licensing program, the commercial evaluation of inventions, patent filing decisions, petitions to agencies for greater rights in inventions, and negotiation of licensing agreements with industry.

C. Patent and Copyright Agreements (SU-18 and SU-18A)

All faculty, staff, student employees, graduate students and postdoctoral fellows must sign the Stanford University Patent and Copyright Agreement (referred to as "SU-18"). In addition, non-employees who participate or intend to participate in research projects at Stanford must also sign a Patent and Copyright Agreement. A variation of this agreement has been created for individuals with prior obligations regarding the disclosure and assignment of intellectual property. See Patent and Copyright Agreement for Personnel at Stanford who have a Prior Existing and Conflicting Intellectual Property Agreement with Another Employer (SU-18A) .

Each department is responsible for getting the Patent and Copyright Agreement signed, normally at the time of the individual's initial association with Stanford.

D. Invention Disclosures

An invention disclosure is a document which provides information about inventor(s), what was invented, circumstances leading to the invention, and facts concerning subsequent activities. It provides the basis for a determination of patentability and the technical information for drafting a patent application. An invention disclosure is also used to report technology that may not be patented but is protected by other means such as copyrights.

Inventors must prepare and submit on a timely basis an invention disclosure for each potentially patentable invention conceived or first actually reduced to practice in whole or in part in the course of their University responsibilities or with more than incidental use of University resources.

A disclosure form describing the invention and including other related facts should be prepared by the inventor and forwarded to OTL, or to the SLAC Inventions Administrator, as appropriate. Forms may be requested from these offices.

The following practical considerations relate to invention disclosures:

1. Individuals covered by this policy are expected to apply reasonable judgment as to whether an invention has potential for commercial marketing. If such commercial potential exists, the invention should be considered "potentially patentable," and disclosed to Stanford.
2. Individuals may not use University resources, including facilities, personnel, equipment, or confidential information, except in a purely incidental way, for

any non-University purposes, including outside consulting activities or other activities in pursuit of personal gain.

"More than incidental use of University resources" would include:

- the use of specialized, research-related facilities, equipment or supplies, provided by Stanford for academic purposes
- significant use of "on-the-job" time.

The occasional and infrequent use of the following would typically not constitute "more than incidental use of University resources:"

- routinely available, office-type equipment, including desktop computers and commercially-available software
- reference materials or other resources collected on the Stanford campus, and which are generally available in non-Stanford locations.

E. Alternative disposition of rights

The inventor, or inventors acting collectively when there are more than one, is free to place inventions in the public domain if that would be in the best interest of technology transfer and if doing so is not in violation of the terms of any agreements that supported or governed the work. The University will not assert intellectual property rights when inventors have placed their inventions in the public domain.

If OTL cannot, or decides not to, proceed in a timely manner to patent and/or license an invention, OTL may reassign ownership to the inventor or inventors upon request to the extent possible under the terms of any agreements that supported or related to the work. In the case of an invention resulting from a government-sponsored project, where OTL cannot or chooses not to retain ownership, rights would then typically be retained by the government. In such cases, the inventor may request and be granted rights by the sponsoring agency to an invention made under such an award, provided that a well-conceived and detailed plan for commercial development accompanies the request.

3. LICENSING

The University encourages the development by industry for public use and benefit of inventions and technology resulting from University research. It recognizes that protection of proprietary rights in the form of a patent or copyright are often necessary — particularly with inventions derived from basic research — to encourage a company to risk the investment of its personnel and financial resources to develop the invention. In some cases an exclusive license may be necessary to provide an incentive for a company to undertake commercial development and production. Nonexclusive licenses allow several companies to exploit an invention.

The research and teaching missions of the University always take precedence over patent considerations. While the University recognizes the benefits of patent development, it is most important that the direction of University research not be established or unduly influenced by patent considerations or personal financial interests.

OTL handles the evaluation, marketing, negotiations and licensing of University-owned inventions with commercial potential. Royalty distribution is as follows:

(1) Cash royalties

A deduction of 15% to cover the administrative overhead of OTL is taken from gross royalty income, followed by a deduction for any directly assignable expenses, typically patent filing fees. After deductions, royalty income is divided one third to the inventor, one third to the inventor's department (as designated by the inventor), and one third to the inventor's school. In the case of Independent Laboratories and Independent Research Centers or Institutes, which report directly to the Vice Provost and Dean of Research (who is the cognizant Dean for these research units), the inventor may assign to his or her Independent Laboratory, Center or Institute the department's third of the royalty income or a part thereof, based on support of the work. In these cases, the School's portion goes to the Dean of Research. Similarly, when more than one department is involved, the inventor shall designate the distribution of the department and school thirds based on support of the work. Disagreements involving royalty distribution will be reviewed and resolved by OTL; involved parties may appeal the OTL resolution to the Dean of Research.

(2) Equity

Stanford may at times accept equity as part of the license issue fee. Net equity, i.e., the value of the equity after the deduction of 15% to cover OTL administrative costs, will be shared between the Inventor(s) and the University, with the University share going to the OTL Research and Fellowship Fund. The University's share of equity will be managed by the Stanford Management Company, and the OTL Research and Fellowship Fund is administered by the Vice Provost and Dean of Research and Graduate Policy. (All other cash payments, including royalties based on sales, will be distributed in accordance with the provisions of (1) above.)

See Research Policy Handbook document 4.6, Equity Acquisition in Technology Licensing Agreements.

4. BACKGROUND

A. What Is A Patent?

A U.S. patent is a grant issued by the U.S. Government giving an inventor the right to exclude all others from making, using, or selling the invention within the

United States, its territories and possessions for a period of 20 years. When a patent application is filed, the U.S. Patent Office reviews it to ascertain if the invention is new, useful, and nonobvious and, if appropriate, grants a patent — usually two to five years later. Other countries also grant similar patents. Not all patents are necessarily valuable or impervious to challenge.

B. What Is An Invention?

An invention is a novel and useful idea relating to processes, machines, manufactures, and compositions of matter. It may cover such things as new or improved devices, systems, circuits, chemical compounds, mixtures, etc.

It is probable that an invention has been made when something new and useful has been conceived or developed, or when unusual, unexpected, or nonobvious results have been obtained and can be exploited.

An invention can be made solely or jointly with others as coinventors. To be recognized legally, a coinventor must have conceived of an essential element of an invention or contributed substantially to the general concept. (See section 2.D. for information and procedure regarding the formal disclosure of an invention.)

C. Patentability

Not all inventions are patentable. Questions relating to patentability are often complex and usually require professional assistance.

(1) General criteria for patentability

An important criterion of patentability is that an invention must not be obvious to a worker with ordinary skill in that particular field. It must also be novel, in the sense that it not have been previously publicly known or used by others in this country or patented or described in a printed publication anywhere.

(2) Loss of patentability

Inventions that are patentable initially may become unpatentable for a variety of reasons. An invention becomes unpatentable in the United States unless a formal application is filed with the U.S. Patent Office within 12 months of disclosure in a publication or of any other action which results in the details of the invention becoming generally available.

(3) Circumstantial impairment of patentability

Many other circumstances may impair patentability, such as lack of “diligence.” For example, unless there is a record of continuous activity in attempting to complete and perfect an invention, it may be determined that the invention has been abandoned by the initial inventor, and priority given to a later inventor who showed “due diligence.”

(4) International variation of patentability regulations

Regulations covering the patentability of inventions and application filing procedures vary from country to country and are subject to change. It is important to note that an invention is unpatentable in most foreign countries unless a patent application is filed before publication.

D. Value Of Unpatented Inventions

An invention, although unpatentable for various reasons, may still be valuable and important — for example, trade secrets and technical "know-how" encompassing proprietary information of a valuable and confidential nature.

Agencies sponsoring research at Stanford usually require reports of all inventions, whether or not they are considered patentable.

TITLE: **COPYRIGHT POLICY**

ORIGINALLY ISSUED: SEPT 1, 1983 CURRENT VERSION: DEC 22, 1998

CLASSIFICATION: STANFORD UNIVERSITY POLICY

SUMMARY:

Establishes Stanford policy on copyright ownership and defines administrative procedures for policy implementation.

RELATED RESEARCH POLICY HANDBOOK DOCUMENTS:

4.1, Faculty Policy on Conflict of Commitment and Interest
5.1, Inventions, Patents and Licensing
5.3, Tangible Research Property

AUTHORITY:

Stanford Board of Trustees

CONTACT PERSON:

Associate Dean of Research
Director, Office of Technology Licensing

This document describes Stanford policies and associated administrative procedures for copyrightable materials and other intellectual property.

Its objectives are:

- to enable the University to foster the free and creative expression and exchange of ideas and comment;
- to preserve traditional University practices and privileges with respect to the publication of scholarly works;
- to establish principles and procedures for sharing income derived from copyrightable material produced at the University; and
- to protect the University's assets and imprimatur.

Section headings for this Policy Statement are:

1. COPYRIGHT POLICY
2. ADMINISTRATION OF POLICY
3. OTHER INTELLECTUAL PROPERTY
4. TANGIBLE RESEARCH PROPERTY
5. EXPLANATION OF TERMS

1. COPYRIGHT POLICY

A. General Policy Statement

Copyright is the ownership and control of the intellectual property in original works of authorship which are subject to copyright law. It is the policy of the University that all rights in copyright shall remain with the creator unless the work is a work-for-hire (and copyright vests in the University under copyright law), is supported by a direct allocation of funds through the University for the pursuit of a specific project, is commissioned by the University, makes significant use of University resources or personnel, or is otherwise subject to contractual obligations.

NOTE: Policy governing patentable software is contained in the Research Policy Handbook document entitled "Inventions, Patents and Licensing" (document 5.1).

B. Books, Articles, and Similar Works, Including Unpatentable Software

In accord with academic tradition, except to the extent set forth in this policy, Stanford does not claim ownership to pedagogical, scholarly, or artistic works, regardless of their form of expression. Such works include those of students created in the course of their education, such as dissertations, papers and articles. The University claims no ownership of popular nonfiction, novels, textbooks, poems, musical compositions, unpatentable software, or other works of artistic imagination which are not institutional works and did not make significant use of University resources or the services of University non-faculty employees working within the scope of their employment. (See Sections 1.H and 5.B below).

C. Institutional Works

The University shall retain ownership of works created as institutional works. Institutional works include works that are supported by a specific allocation of University funds or that are created at the direction of the University for a specific University purpose. Institutional works also include works whose authorship cannot be attributed to one or a discrete number of authors but rather result from simultaneous or sequential contributions over time by multiple faculty and students. For example, software tools developed and improved over time by multiple faculty and students where authorship is not appropriately attributed to a single or defined group of authors would constitute an institutional work. The mere fact that multiple individuals have contributed to the creation of a work shall not cause the work to constitute an institutional work.

D. Patent and Copyright Agreement (Stanford Form SU-18)

All faculty, staff, student employees, graduate students and postdoctoral fellows, as well as non-employees who participate or intend to participate in teaching and/or research or scholarship projects at Stanford are bound by this policy. They are also required to sign the Stanford University Patent and Copyright Agreement (referred to as "SU-18"). See Research Policy Handbook document

5.1, entitled "Inventions, Patents and Licensing." Except as described in Section 1.B. above, this agreement assigns rights to copyrightable works resulting from

University projects to Stanford. This policy applies, and those subject to this policy are deemed to assign their rights to copyrightable works, whether or not a SU-18 is signed and is on file.

Royalty income received by the University for such works will normally be distributed in accordance with University policy (see Section 2.B.2 below). Physical embodiments of copyrightable works may also be subject to the University's policy on Tangible Research Property, also in the Research Policy Handbook document 5.3.

E. Works of Non-employees

Under the Copyright Act, works of non-employees such as consultants, independent contractors, etc. generally are owned by the creator and not by the University, unless there is a written agreement to the contrary. As it is Stanford's policy that the University shall retain ownership of such works (created as institutional rather than personal efforts, as described in Section 1.C, above), Stanford will generally require a written agreement from non-employees that ownership of such works will be assigned to the University.

Examples of works which the University may retain non-employees to prepare are:

- Reports by consultants or subcontractors
- Computer software
- Architectural or engineering drawings
- Illustrations or designs
- Artistic works.

F. Videotaping and Related Classroom Technology

Courses taught and courseware developed for teaching at Stanford belong to Stanford. Any courses which are videotaped or recorded using any other media are Stanford property, and may not be further distributed without permission from the cognizant academic dean (or, in the case of SLAC, by the director). Blanket permission is provided for evanescent video or other copies for the use of students, or for other University purposes. Prior to videotaping, permission should be obtained from anyone who will appear in the final program. In this regard, see the University's policy on Consent to Use of Photographic Images, which is found in the Privacy of Student Records section of the Stanford Bulletin.

G. Contractual Obligations of the University

This Copyright Policy shall not be interpreted to limit the University's ability to meet its obligations for deliverables under any contract, grant, or other arrangement with third parties, including sponsored research agreements, license agreements and the

like. Copyrightable works that are subject to sponsored research agreements or other contractual obligations of the University shall be owned by the University, so that the University may satisfy its contractual obligations.

H. Use of University Resources

Stanford University resources are to be used solely for University purposes and not for personal gain or personal commercial advantage, nor for any other non-University purposes. Therefore, if the creator of a copyrightable work makes significant use of the services of University non-faculty employees or University resources to create the work, he or she shall disclose the work to the Office of Technology Licensing and assign title to the University. Examples of non-significant use include ordinary use of desktop computers, University libraries and limited secretarial or administrative resources. Questions about what constitutes significant use should be directed to the appropriate school dean or the Dean of Research.

I. Reconveyance Of Copyright To Creator

When copyright is assigned to Stanford because of the provisions of this policy, the creator of the copyrighted material may make a request to the Dean of Research that ownership be reconveyed back to the creator. Such a request can, at the discretion of the Dean, be granted if it does not: (i) violate any legal obligations of or to the University, (ii) limit appropriate University uses of the materials, (iii) create a real or potential conflict of interest for the creator, or (iv) otherwise conflict with University goals or principles.

2. ADMINISTRATION OF POLICY

A. Determinations of Ownership and Policy in Unclear Cases

Questions of ownership or other matters pertaining to materials covered by this policy shall be resolved by the Dean of Research (or his or her designee) in consultation with the Office of Sponsored Research, the Office of Technology Licensing and the Legal Office. For academic and research issues, the Dean of Research is the Provost's designee.

B. Licensing And Income Sharing

1. Licensing

The Office of Technology Licensing (OTL) seeks the most effective means of technology transfer for public use and benefit and, toward that end, handles the evaluation, marketing, negotiations and licensing of University-owned inventions or copyrightable materials with commercial potential.

Computer databases, software and firmware, and other copyrightable works owned by the University, are licensed through OTL. Exceptions to this procedure must be approved in advance by the Dean of Research.

2. Royalty Distribution

   Royalties will normally be allocated in accordance with the University's policy on Inventions, Patents, and Licensing. If copyright protection alone is claimed, royalties normally will be allocated in a similar manner, with the "inventor's share" allocated among individuals identified by the investigator (or department head if not under a sponsored agreement), based on their relative contributions to the work. Where royalty distribution to individuals would be impracticable or inequitable (for example, when the copyrightable material has been developed as a laboratory project, or where individual royalty distribution could distort academic priorities), the "inventor's share" may be allocated to a research or educational account in the laboratory where the copyrightable material was developed. Such determination will be made on a case-by-case basis by the Office of Technology Licensing after consultation with the principal investigator or department head, and is subject to the approval of the Dean of Research.

3. Assignments

   No assignment, license or other agreement may be entered into or will be considered valid with respect to copyrighted works owned by the University except by an official specifically authorized to do so.

Questions regarding licensing and royalty-sharing should be addressed to the Office of Technology Licensing.

C. Use Of The University Name In Copyright Notices

The following notice should be placed on University-owned materials in order to protect the copyright:

Copyright © [year] The Board of Trustees of The Leland Stanford Junior University. All Rights Reserved.

No other institutional or departmental name is to be used in the copyright notice, although the name and address of the department to which readers can direct inquiries may be listed below the copyright notice. The date in the notice should be the year in which the work is first published, i.e. distributed to the public or any sizable audience.

Additionally, works may be registered with the United States Copyright Office using its official forms. Forms may be obtained from the Office of Technology Licensing, to which questions concerning copyright notices and registration also may be addressed.

D. Copyright Agreements

Each department is responsible for getting a Patent and Copyright Agreement (SU-18) signed, normally at the time of the individual's initial association with Stanford. See Section 1.D above.

E. Copying Of Works Owned By Others

Members of the University community are cautioned to observe the rights of other copyright owners. Contact the Provost's Office or the Legal Office for University policies pertaining to copying for classroom use. Policies regarding copying for library purposes may be obtained from the Office of the Director of Libraries.

F. Sponsored Agreements

Contracts and grants frequently contain complex provisions relating to copyright, rights in data, royalties, publication and various categories of material including proprietary data, computer software, licenses, etc. Questions regarding the specific terms and conditions of individual contracts and grants, or regarding rules, regulations and statutes applicable to the various government agencies, should be addressed to the University's Office of Sponsored Research .

G. General Advice and Assistance

The Office of Sponsored Research, the Office of Technology Licensing, the Office of the Dean of Research and the Legal Office are available to advise on questions arising under this policy, and to assist with the negotiation and interpretation of the provisions of proposed formal agreements with third parties, as described earlier in this section.

3. OTHER INTELLECTUAL PROPERTY

A. Trade and Service Marks

Trade and service marks are distinctive words or graphic symbols identifying the sources, product, producer, or distributor of goods or services. Trade or service marks relating to goods or services distributed by the University shall be owned by the University. Examples include names and symbols used in conjunction with computer programs or University activities and events. Consult the Office of Technology Licensing for information about registration, protection, and use of marks.

B. Patents

See Stanford Policy on "Inventions, Patents and Licensing," Research Policy Handbook document 5.1.

C. Proprietary Information

Proprietary information arising out of University work (e.g., actual and proposed terms of research agreements, financial arrangements, or confidential business information) shall be owned by the University. "Trade secret" is a legal term

referring to any information, whether or not copyrightable or patentable, which is not generally known or accessible, and which gives competitive advantage to its owner. Trade secrets are proprietary information.

NOTE: All research involving proprietary information owned by others is subject to the University's Policy Guidelines on Openness in Research, as adopted by the Senate of the Academic Council. This policy can be found in the Research Policy Handbook document 2.6.

4. TANGIBLE RESEARCH PROPERTY

The University encourages the prompt and open exchange, for others' scholarly use, of software, firmware and biological material resulting from research. See Stanford's policy on Tangible Research Property, Research Policy Handbook document 5.3.

5. EXPLANATION OF TERMS

A. Copyright

1. Copyrightable Works

Under the federal copyright law, copyright subsists in "original works of authorship" which have been fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. These works include:

- Literary works such as books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases, bibliographies;
- Musical works including any accompanying words;
- Dramatic works, including any accompanying music;
- Pantomimes and choreographic works (if fixed, as in notation or videotape);
- Pictorial, graphic and sculptural works, including photographs, diagrams, sketches and integrated circuit masks;
- Motion pictures and other audiovisual works such as videotapes;
- Sound recordings.

2. Scope of Copyright Protection

Copyright protection does not extend to any idea, process, concept, discovery or the like, but only to the work in which it may be embodied, illustrated, or explained. For example, a written description of a manufacturing process is copyrightable, but the copyright only prevents unauthorized copying of the

description; the process described could be freely copied unless it enjoys some other protection, such as patent.

Subject to various exceptions and limitations provided for in the copyright law, the copyright owner has the exclusive right to reproduce the work, prepare derivative works, distribute copies by sale or otherwise, and display or perform the work publicly. Ownership of copyright is distinct from the ownership of any material object in which the work may be embodied. For example, if one purchases a videotape, one does not necessarily obtain the right to make a public showing for profit.

The term of copyright in works created on or after January 1, 1978, is the life of the author plus seventy years. Copyright in works-for-hire is for ninety-five years from the date of first publication or one hundred twenty years from creation, whichever period first expires.

B. Works For Hire

"Work for hire" is a legal term defined in the Copyright Act as "a work prepared by an employee within the scope of his or her employment." This definition includes works prepared by employees in satisfaction of sponsored agreements between the University and outside agencies. Certain commissioned works also are works for hire if the parties so agree in writing.

The employer (i.e. ,the University) by law is the "author," and hence the owner, of works for hire for copyright purposes. Works for hire subject to this principle include works that are developed, in whole or in part, by University employees. For example, under Section 1.H of this policy, significant use of staff or student employee programmers or University film production personnel will typically result in University ownership of the copyright in the resulting work. Where a work is jointly developed by University faculty or staff or student employees and a non-University third-party, the copyright in the resulting work typically will be jointly owned by the University and the third party. In such instances, both the University and the other party would have nonexclusive rights to exploit the work, subject to the duty to account to each other. Whether the University claims ownership of a work will be determined in accordance with the provisions of this policy, and not solely based upon whether the work constitutes a work-for-hire under the copyright law. For example, copyright in pedagogical, scholarly or artistic works to which the University disclaims ownership under this policy shall be held by the creators regardless of whether the work constitutes a work-for-hire under copyright law. University ownership in a work for hire may be relinquished only by an official of the University authorized to do so by the Board of Trustees.

ATTACHMENT C

Patent and Copyright Agreement for Personnel at Stanford Who Have a Prior Existing and Conflicting Intellectual Property Agreement with Another Employer

I understand that, consistent with applicable laws and regulations, Stanford University is governed in the handling of intellectual property by its official policies titled *Inventions, Patents and Licensing* and *Copyright Policy* (both published in the Research Policy Handbook), and I agree to abide by the terms and conditions of those policies, as they may be amended from time to time, in the course of my Stanford activities.

Pursuant to these policies, and in consideration of my participation in projects administered by Stanford, access to or use of facilities provided by Stanford and/or other valuable consideration, I hereby agree as follows:

1. I will disclose to Stanford all potentially patentable inventions conceived or first reduced to practice in whole or in part in the course of, and related to, my Stanford responsibilities, my participation in research projects at Stanford or with more than incidental use of University resources. I further assign jointly to Stanford and to my non-Stanford employer all my right, title and interest in such patentable inventions and to execute and deliver all documents and do any and all things necessary and proper on my part to effect such assignment. Such assignment is not inconsistent with the terms of my continuing employment outside of Stanford or with any other agreement I have entered into.
2. I will not use any information defined as confidential or proprietary by my non-Stanford employer in the course of my Stanford responsibilities and I will not do consulting or any work for my non-Stanford employer while at any facility owned or leased by Stanford.
3. I am free to place my inventions in the public domain as long as in so doing neither I nor Stanford violates the terms of any agreements that governed the work done or my agreements with my non-Stanford employer.
4. I recognize Stanford's policy that all rights in copyright shall remain with the creator unless the work:
   a) is a Stanford work-for-hire (and copyright therefore vests in Stanford under copyright law),
   b) is supported by a direct allocation of funds through Stanford for the pursuit of a specific project,
   c) is commissioned by Stanford,
   d) makes significant use of University resources of personnel, or
   e) is otherwise subject to Stanford-related contractual obligations.

   I will assign and confirm in writing to Stanford all my right, title and interest, including associated copyright, in and to copyrightable materials falling under a) through e) above.

5. I will not enter into any agreement creating copyright or patent obligations in conflict with this agreement.

6. This agreement is effective on date of my Stanford hire, enrollment or participation in projects administered by Stanford, and is binding on me, my estate, heirs and assigns.

Signed this _____ day of _____, 20____.

_____ _____
Signature Printed or typed name

_____ _____ _____
Stanford title Stanford Department Social Security Number
(Visiting researcher, Affiliate, etc.)

Acknowledged and accepted:

Non-Stanford Employer: _____
(Insert name)

By: _____
(Signature)

_____
Title

_____
Date

Original to Office of Technology Licensing, 1705 El Camino Real, Palo Alto, CA, 94306.
Signer and Non-Stanford Employer retain a copy.

SU 18 A January 1999

ATTACHMENT D

Media X
AT STANFORD UNIVERSITY

Media X At Stanford University

Affiliate Partnership Benefits

Media X at Stanford University is a collaboration of Stanford and industry that brings together Stanford's leading interactive technology research with companies committed to technical advancement and innovation.

The Media X research network sponsors Stanford faculty and researchers studying basic issues about the design and use of interactive technologies. The multidisciplinary projects that result are influencing the next generation of commerce, learning and entertainment.

Affiliate Partnership with Media X allows companies to have enhanced access to Media X researchers and early access to Media X research results.

Media X offers the following benefits to Affiliate Partners:

- Attendance at Media X conferences, symposia, and formal presentations by faculty and students on new and ongoing research and with opportunities for an informal exchange of ideas among industry representatives and Media X researchers;

- Recruitment day. Media X organizes a focused Recruitment Day specifically for its member companies to meet undergraduate and graduate students with an interest in Media X research topics; through informal presentations and interviews the Media X members can recruit students for internships and/or permanent employment;

- Notice of activities. Media X provides notice of workshops, seminars, and colloquia at Stanford University that might be of interest to its members;

- Focus day. A partner brings new concepts and/or products to Media X. A panel of researchers with relevant areas of expertise is assembled (signing proprietary agreements) to focus on these ideas and/or products, providing a "no-holds barred" critique and brainstorm, pointing out the positives and negatives, noting relevant areas of research;

- Access to Affiliate Media X web site. Affiliate partners will be provided accounts to obtain access to information on programs and research and netcasts when available.

T 650.725.0700 **F** 650.724.0432 Wallenberg Hall, Building 160
http://mediax.stanford.edu 450 Serra Mall, Stanford, CA 94305-2055