

CPW Town Hall on Authorship & IP

What we want to ask Columbia to improve in our contract

Town hall goals:

- Clarify how bargaining works
- Show our first bargaining offer to improve rights in authorship and inventorship.
- Know how you can provide feedback throughout the process.
- Explain how we will be able to win the rights and protections we collectively determine.
- Show you how you can get involved!

How to engage during this Town Hall:

- Via the chat
- Respond to polls
- Breakout session
- Via this feedback form:
<https://forms.gle/x6jmx2onQvXhv3hk6>

Roles:

- **Rafael Gras** (he/his) - Dpt. Nephrology: speaker
- **Cora Bergantinos-Crespo** (she/her) prev. Dpt. Genetics & Development: Facilitator

Follow us on Social Media!

@cpw_uaw @cpw_uaw @CPWUAW @Columbia Postdoc Union

We begin Bargaining on April 20th

What does that mean?

- April 20th: **Introductions** of the Bargaining Committee (BC) of our Union and Columbia Representatives. The BC presents **Contract demands** and **common rules** for Bargaining.
- Over the next sessions:
The BC will **open Articles** of our Contract and **present changes**.
Columbia will ask questions, **oppose** to some of the changes and propose a **counteroffers**.

How can we gain ground during negotiations?

- Show Columbia that a majority of us want to win these Contracts improvements.
>> need to **campaign!**

Why are we here today?

- To discuss our **first offer** we will present regarding authorship and Intellectual Property rights.



Bargaining Session of Academic workers at Uconn.

What do we want to achieve?

- ▶ As postdocs / ARS we work for:
- ▶ Compensations (stipends, benefits).
- ▶ Recognition.
 - ▶ Authorship
 - ▶ Intellectual Property (inventorship, copyrights, trademarks, trade secrets, industrial designs...)



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A UNION FOR POSTDOCTORAL
RESEARCHERS AT COLUMBIA UNIVERSITY



ARTICLE 6 COPYRIGHT AND INTELLECTUAL PROPERTY

Section 1: Employees are governed by, subject to, and have rights as outlined in the University's Copyright and Intellectual Property policies, as may be amended from time to time. Complaints regarding intellectual property shall be processed solely in accordance with University policies and related procedures, which may be amended from time to time by the University.

Section 2: In accordance with University policy, an Employee may act as a principal investigator for external funding proposals and applications, provided that they have received prior approval from their responsible faculty member, departmental dean, and University Sponsored Projects.

Section 3: The University shall not engage in any form of retaliation against an Employee who engages in a good faith effort to assert rights or otherwise participates under the University's Copyright and Intellectual Property policies.

Section 3: Performance Review

Supervisors shall provide their Employees with at least one written review per 12-month period. This review is a comprehensive assessment of the Employee's research progress and achievements, and their professional development during the previous year. The supervisor may utilize an independently developed or a pre-established form when conducting the review.

Section 4: The contents of Individual Development Plans and Performance Reviews are not grievable and nothing else in this Article shall be arbitrable. In the event the Employee disagrees with the substantive aspects of the review, the Employee may file an addendum to the personnel file and/or discuss it with the Department Chair or Unit Director.

What do we want to achieve?

- ▶ Guarantees.
- ▶ Transparency.
- ▶ Empowerment.



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ARTICLE 19 PROFESSIONAL DEVELOPMENT

Section 1: The University and the Union agree that adequate opportunities for training and professional development are essential. The University will maintain support for training and professional development programs for Employees. Nothing in this Agreement will preclude the University from enhancing the training and professional development programs provided to Employees.

Section 2: Individual Development Plan

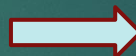
Employees are encouraged to develop an Individual Development Plan (IDP). If the Employee chooses to submit the IDP to their supervisor for discussion, the supervisor(s) will review the IDP, share their knowledge about available development opportunities with the Employee, and provide advice about possible revisions to the IDP as needed. The Employee and the supervisor(s) may engage in ongoing discussions regarding the IDP.

Section 3: Performance Review

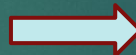
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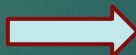
Authorship



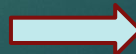
University supports the employee



If IDP is submitted, PI and employee will talk about it.



The PI Will review the IDP every 12 months, and assess the progress.



Nothing in this article is grievable.



Authorship

Section 1: The University and the Union agree that adequate opportunities for training and professional development are essential. The University will maintain support for training and professional development programs for Employees. Nothing in this Agreement will preclude the University from enhancing the training and professional development programs provided to Employees.

Section 2: In terms of publication and authorship, the University and/or its representatives, the Faculty member, shall guarantee the Employee the right to credit for any of their contributions in their laboratories/research groups. Following the recommendations of the Committee on Science, Engineering, and Public Policy (COSEPUP): “The appointee is expected to publish (and receive credit for) the results of research or other activities performed during the period of the appointment”.



"Neither party can unilaterally change the terms of the IDP without discussion with the other"

"Biding"
terms

Backups:
University or
collaborators

"If the supervisor(s) cannot fulfill their responsibilities towards the IDP, the University will make its best efforts toward IDP fulfillment"

Additional
career
mentors

Individual
Developmental
Plan

Transparency

"policies related to authorship approved by the Union contract will be included in the Postdoctoral Officers Handbook and on the University website."

Goals:
short term

Grievable &
w/o retaliation

"...professional development, career objectives and anticipated publication(s) and authorships"



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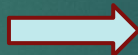
Section 2: In accordance with University policy, an Employee may act as a principal investigator for external funding proposals and applications, provided that they have received prior approval from their responsible faculty member, departmental dean, and University Sponsored Projects.

Section 3: The University shall not engage in any form of retaliation against an Employee who engages in a good faith effort to assert rights or otherwise participates under the University's Copyright and Intellectual Property policies.

Intellectual property



Employees are subject to University IP policies. Nothing grievable.



Employee may act a PI, only with prior approval.



No retaliation

What do we want to achieve?

- Guarantees.
- Transparency.
- Empowerment.



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Section 1: The University will follow the Statement of Policy on Proprietary Rights in the Intellectual Products of Faculty Activity ([Link](#)). Accordingly, employees are governed by, subject to, and have rights, as indicated in the Statement of Policy on Proprietary Rights in the Intellectual Products of Faculty Activity. ~~as may be amended from time to time. Complaints regarding intellectual property shall be processed solely in accordance with University policies and related procedures, which may be amended from time to time by the University.~~ Any changes made to this policy after [RATIFICATION DATE] must be approved by CPW-UAW to apply to employees covered by this CBA.

Section 3. Ensure that the University follows the principles of Academic Freedom in innovation. The ownership of an invention conceived or developed by an employee in the course of an outside professional activity, remains with the inventor(s).

Section 6. In case of disagreement with any decision made by the University regarding the matters outlined in this article, the Employee has the right to seek resolution through the [Grievance](#) and Arbitration process described in Article 9. The University shall not engage in any form of retaliation against an Employee who engages in a good faith effort to assert rights or otherwise participates under the University's Copyright and Intellectual Property policies.

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Section 4. The University will adhere to the highest standards of openness and transparency throughout the patent commercialization process with the inventors.

- All authors will be informed of an invention report submission regardless of inventorship status.
- patenting and licensing guidelines will be available online.
- CTV shall notify all inventors listed in a patent prior to initiating negotiations for licensing an IP.
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- The employee shall have the right to report their invention directly to CTV.

What do we want to achieve?

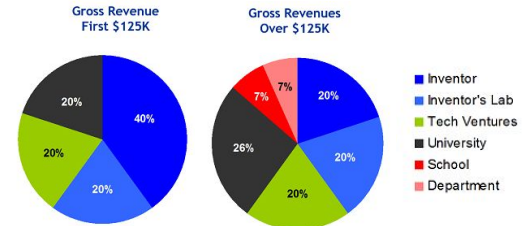
- Guarantees.
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Section 5: Protecting inventor(s)'s entitlements.

The University shall acknowledge the employee's rights, as the originators of an invention, when patenting through CTV. This includes, but is not limited to, the following aspects:

- Intellectual property created, made, or originated by an employee shall have the same rights as faculty as stated in the Statement of Policy on Proprietary Rights in the Intellectual Products of Faculty Activity.
- Upon net income from the conception exceeding \$125,000, the inventor's share shall be 50% of the first \$125,000 and 35% of the excess.



- If not filing a patent application(s), the University shall agree to the release and transfer all interest in the idea to the inventor(s) in a manner agreed upon by all inventors.
- These provisions will also afford protection to the employee beyond their employment at the University.