



Policy Number	Subject	Effective Date	Revised Date
2.0020P	Patents, Copyrights, Trademarks and Other Intellectual Property	01/26/2007	
<b>Responsible Unit/Division:</b> Provost and Vice President for Academic Affairs.			
<input type="checkbox"/> New Policy Proposal <input type="checkbox"/> Major Revision of Existing Policy <input type="checkbox"/> Minor/Technical Revision of Existing Policy <input type="checkbox"/> ReAffirmation of Existing Policy			

## I. OBJECTIVE & PURPOSE

This policy sets forth the requirements for all students, out-of-unit faculty and staff in the University of North Florida community regarding the development, disclosure, and ownership of intellectual property. This policy is intended to complement the statutory protections provided to the University pursuant to sections 1004.22 and 1004.23, Florida Statutes, and other state or federal statutes, regulations and laws governing intellectual property.

This policy does not apply to faculty who are subject to the collective bargaining agreement (CBA) between the University and the United Faculty of Florida (UFF), the union representing in-unit faculty as the CBA contains its own provisions regarding the development, disclosure, and ownership of intellectual property that govern the University and covered faculty.

## II. STATEMENT OF POLICY

The University strongly encourages the research and the development of intellectual property by all members of the University community and has developed this policy to provide all covered community members notice of the requirements for disclosure of covered research efforts. The authority and responsibility for administration and implementation of this policy is delegated to the Assistant Vice President for Research.

## III. DEFINITIONS

The following definitions shall apply for purposes of interpreting and implementing this policy:

A. A "work" includes any material that may be subject to copyright such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works.

B. An "invention" includes any discovery, apparatus, process, composition of matter, article of manufacture, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any trademark used in connection with these items.

C. "Intellectual Property" is a collective term referring to intellectual works and inventions that may be subject to patent, copyright, trademark or other protections at law or equity.

D. "University support" includes the use of University time, funds, personnel, facilities, equipment, materials, or technological information; as well as support provided by other public or private organizations when it is arranged, administered, and/or controlled by the University or is incidental to faculty or staff member's employment or a student's course of study at the University.

E. "Independent Effort" means the following: (1) the idea(s) came from the student, faculty or staff member; (2) the invention or work was not made with the use of University support; and (3) The University is not held responsible for any opinions expressed in the work.

F. "Faculty" includes all out-of-unit faculty including administrators and others having a faculty appointment and who are not subject to the provisions of the CBA between UFF and the University. This definition does include part-time faculty except those specifically as defined in "Directed Works", paragraph I of this definition section.

G. "Staff" includes all non-faculty employees regardless of classification, work schedule or source of funding of the position, e.g. Administrative and Professional (A&P), USPS, and OPS employees.

H. "Student" includes any full or part-time degree or non-degree seeking individual who is enrolled at the University in an undergraduate or graduate course, including student research assistants, graduate assistants and student employees.

I. "Directed Works" are those works created by faculty or staff with University support and as a specific requirement of employment or pursuant to an assignment that may be included in a written job description or employment agreement. Such works include those made for hire where the University owns the intellectual property rights by virtue of the manner in which the works were directed to be created. These works may include those that are created by a unit or department for the purpose of

making such works available to individuals or entities other than, or in addition to, the creator(s) for use in teaching, research, public information, or other University activities.

#### **IV. STATEMENT OF INTELLECTUAL PROPERTY RIGHTS**

##### **A. Rights of the University.**

1. The University has the legal authority to take any action necessary to secure letters of patents, copyrights, and trademarks, or to otherwise protect intellectual property that is produced by any student, faculty or staff member utilizing University support. This includes the right of the University to assert its interest to any intellectual property developed in approved outside employment or activity that is incidental to the faculty or staff member's employment or a student's course of study at the University.

2. The University has the right to contract with a patent management development agency, or other outside entity, for the purpose of patent application, patent development, and patent management. In such cases, the contract will specify distribution of the proceeds from the disposal of the patent to the University, which will in turn distribute the appropriate amount to the inventor and other areas of the University as provided for in the distribution agreement.

3. Ownership of any copyrights, patents, trademarks or other rights resulting from such action shall rest with the University and any resulting proceeds, except those derived from Directed Works, shall be shared with the student, faculty or staff person in accordance with the distribution procedure set forth in this policy.

##### **B. Rights of Students, Faculty and Staff.**

1. Faculty who develop intellectual property for which the intended purpose is for course instruction, to disseminate the results of academic research or scholarly study, such as course notes and course preparation materials, books, articles, online course materials or other media for instructional purposes shall be the copyright owner of these materials and the University will not assert an ownership interest in such academic intellectual property. The only exclusion to this portion of the policy is where a faculty member has been assigned a Directed Work where the intention of the parties is reduced to a written agreement that any work developed by the faculty member pursuant to the agreement shall be the exclusive property of the University.

2. Students, faculty or staff who utilize University support in producing intellectual property other than Directed Works, will have the right to share in any proceeds derived from the intellectual property in accordance with the distribution procedure set forth in this policy. However, it is not the intent of the University to assert rights to works for which the intended purpose is to disseminate the results of academic research or scholarly study.

3. Students, faculty or staff who develop intellectual property utilizing entirely

their own independent efforts, as defined by this policy, are not required to share with the University the intellectual property rights derived from their independent efforts.

## **V. PROCEDURAL REQUIREMENTS**

### **A. Preservation of the Intellectual Property.**

Faculty and staff may be afforded the opportunity to engage in research during approved outside employment; however, faculty and staff are prohibited from entering into agreements where they waive their rights or the University's rights to any intellectual property rights to inventions or works during the course of such outside employment. If the outside employer or approved entity requires that the faculty or staff member execute such a waiver, the faculty or staff member must first seek and be granted written permission from the President or his/her designee, the Assistant Vice President for Research, to waive the faculty or staff member's or the University's intellectual property rights.

### **B. Disclosure of the Intellectual Property.**

1. The student, faculty or staff member shall disclose to the Assistant Vice President for Research any invention or work made in the course of University-supported efforts on the designated Research Disclosure Forms outlining the individual's efforts and the conditions under which the individual has worked on the intellectual property. These disclosure forms, and any supporting documentation generated, ascertained, or discovered during the course of the University's assessment of whether to assert its rights to the intellectual property discussed in the disclosure will be kept confidential and will be treated as exempt from a public record request made pursuant to Section 119.07, Florida Statutes.

2. The University will review the disclosure forms and advise the individual submitting the disclosure whether further information is needed for the University to assess whether it will assert its interest in the intellectual property. Once the University receives all necessary information to make its assessment, the University will inform the disclosing individual in writing that it is beginning its assessment process.

### **C. The University's Assessment of Whether to Assert its Property Interest.**

1. After notifying the disclosing individual that it is beginning its assessment process, the University, within 120 days, will advise the individual in writing whether it will assert its interest in the intellectual property.

2. The University may seek the assistance of outside entities in assessing whether to assert an interest in the intellectual property. Should an outside entity require further information from the disclosing individual, the individual shall provide the requested information to the University as quickly as possible. Should the disclosing individual delay in providing the requested information, the University's assessment period will be extended

commensurate with the length of delay of the disclosing individual in providing the requested information.

3. In instances where the University does not choose to assert its interest, or decides to withdraw from the process, the University shall notify the disclosing individual in writing that it will not assert its rights in the disclosed intellectual property.

4. In instances where the University intends to assert its rights in the intellectual property, the University will notify the disclosing individual of its intent to assert its interest and reach a contractual agreement regarding the intellectual property with the disclosing individual.

#### **D. Contract Negotiation.**

1. The University will work with the disclosing individual and/or his or her legal representative to reach a written contractual agreement that specifies the parties' rights and equities in the intellectual property.

2. All such contractual agreements shall conform with and satisfy any pre-existing University commitments to outside sponsoring contractors. Further, the disclosing individual and the University shall not commit any act which would tend to defeat the University's or disclosing individual's interest in the intellectual property and the parties shall take any necessary steps to protect such interests.

### **VI. DISTRIBUTION OF PROCEEDS**

The University seeks an equitable distribution of proceeds between the University and the student, faculty or staff person, or outside entity that the person may be working for (hereinafter "Inventor"), who creates or invents intellectual property. The University will first recover the costs of establishing and maintaining its rights by copyright or patent including the direct costs of patenting, licensing, legal, and other related expenses. The remaining net income resulting from works, inventions, and discoveries to which the University retains title, unless negotiated in a distribution format to the contrary, will be divided as follows:

For the first \$5,000 in net income: 75% to the Inventor and 20% to the University.  
For net income in excess of \$5,000: 35% to the Inventor and 65% to the University.

(Inventor share defined above is divided where more than one employee participated, with each relative share assessed and established in the distribution agreement(s).)

The University's share in proceeds shall be deposited in the Division of Sponsored Research Accounts in compliance with Section 1004.23, Florida Statutes.