



UNIVERSITY OF FLORIDA

Intellectual Property Policy



UNIVERSITY OF
FLORIDA

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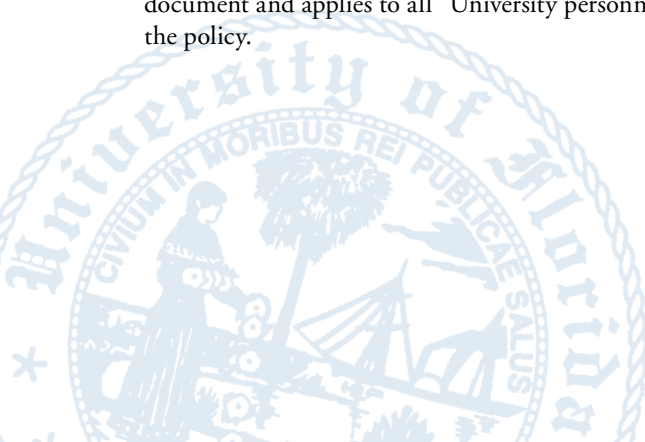
A. General Comments

Central to the purpose of the University of Florida are teaching, research, and service. Research is undertaken to educate students, to stimulate a spirit of inquiry, to solve problems, and to discover new knowledge. Patentable inventions and other marketable forms of intellectual property may result from research conducted by personnel of the University. The University of Florida believes that a university has an obligation to serve the public interest by insuring that such intellectual property is appropriately developed.

The University of Florida Intellectual Property Policy is meant to encourage and enable technology development and transfer for the benefit of the public. Adequate recognition of and incentive to potential inventors through the sharing of the financial benefits resulting from the transfer and development of patentable inventions and other marketable forms of intellectual property encourages the creation of such intellectual property. At the same time, the University's share in the financial benefits provides funds for further research at the University.

In order to have successful technology transfer, a team effort on the part of the creator of the intellectual property, the staff of the University's Office of Technology Licensing (OTL), the administrative staff of the creator's department and college, and others involved in the creator's research enterprise is necessary. Many factors must come together to make technology transfer successful. There must be: appropriate intellectual property; an effort on the part of the creator to assist in protecting and marketing the intellectual property; an effort on the part of OTL to protect, market, and license the intellectual property; a corporate licensee that is willing to invest the money, time, and effort to turn the intellectual property into a marketable product; and a market that is ready to buy the product when it has been fully developed and is ready to be sold. The University's policy is intended to further that result.

The Intellectual Property Policy, as set forth below, is a University-level document and applies to all "University personnel," as that term is defined in the policy.



B. Legal Considerations

With the passage of the Bayh-Dole Amendments, Public Law 96-517, entitled “The Patent and Trademark Amendments Act of 1980,” the federal government facilitated the retention of intellectual property, particularly inventions, by universities. In this act the federal government gives nonprofit organizations, including universities, the right to retain title to inventions they have made in the performance of government grants and contracts. The act reflects Congress’ intention that these organizations use the patent system as a vehicle to “effectuate the transfer of government-funded inventions to the public.”

The Intellectual Property Policy of the University of Florida is based on Section 1004.23, Fla. Stat. (Appendix I), which authorizes the University to license, protect, and otherwise deal with the work products of University personnel. The University has implemented this authority through Regulation 6C1-1.018 (Appendix II), which requires that all University of Florida personnel disclose certain works and all inventions which that person may develop or discover while affiliated with the University. Such a disclosure requirement is also found in Article 18 of the Collective Bargaining Agreement between the Board of Regents and the United Faculty of Florida (Appendix III), which governs faculty members in the collective bargaining unit. Both the rule and the collective bargaining agreement set forth the standards under which the University’s ownership of such works and inventions are determined. These are explained in section C. of this policy.

C. University Inventions and Works

C.I. Definitions.

For the purposes of this Intellectual Property Policy, the following definitions shall apply:

- a. “University” shall mean the University of Florida.
- b. “University personnel” shall include all full-time and part-time employees of the University, including Academic Personnel (AP), Technical, Executive, Administrative and Managerial Support (TEAMS), University Support Personnel System (USPS), and Other Personnel Services (OPS) employees; appointees of the University, including certain faculty members and all volunteers; persons paid by or through the University, including fellows; and anyone working under University auspices. Students who are encompassed within any of these categories shall be considered “University personnel.”
- c. A “work” shall include any copyrightable material, 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, and pictorial or graphic works.
- d. An “invention” shall include any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items.
- e. “Intellectual property” includes all works and inventions.
- f. A “creator” shall mean a member of University personnel who creates a work or invention.
- g. “University support” shall include the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.
- h. “Independent efforts” with regard to a work means that the ideas for the work came from the creator, the work was not made with the use of University support, and the University is not held responsible for any opinions expressed in the work.

- i. “University-supported work” shall mean a work of a creator not made in the course of independent efforts. Notwithstanding the foregoing, “University-supported works” do not include scholarly articles published in journals independent of the University and theses or dissertations of graduate students. With regard to faculty members in the collective bargaining unit, “University-supported works” do not include: (1) books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly study; and (2) works developed without the use of appreciable University support and used solely for the purpose of assisting or enhancing the faculty member’s instructional assignment. However, a work described under (2), called an “instructional work” in this policy, must be disclosed by faculty in the collective bargaining unit.
- j. “VPR” shall mean the Office of the Vice President for Research of the University of Florida (formerly Research and Graduate Programs, RGP). The Vice President for Research has been designated by the Board of Trustees and President of the University to carry out the responsibilities of the Division of Sponsored Research as authorized by Section 1004.22, Fla. Stat., and the implementation of Section 1004.23, Fla. Stat., concerning the work products of University personnel. Only VPR shall be authorized to commit available University funds for the expenses of licensing and patenting of inventions on behalf of the University.
- k. “OTL” shall mean the Office of Technology Licensing. This office is responsible for all matters relating to patents, trademarks, and copyrights as related to the identification, protection, and commercialization of University-owned works and inventions. The OTL represents the University in the implementation of this Intellectual Property Policy with regard to governmental entities, industry, and the public.
- l. “UFRF” shall mean the University of Florida Research Foundation, Inc., a direct support, not-for-profit organization incorporated in August 1986, in the State of Florida, to promote, encourage and provide assistance to the research activities of University faculty, staff, and students. UFRF may take equity interests in licensee entities. At the sole discretion of the University, works and inventions in which the University asserts its interests may be assigned to UFRF. If a work or invention is assigned to UFRF, UFRF follows the same policy as the University in the distribution of proceeds.
- m. “Development expenses” shall mean all moneys paid by the University and UFRF for goods and services to protect, develop, and/or enhance the marketability or any other aspect of a work or invention, including, but not limited to, patent filing fees, protection of patent, marketing

expenses, patent maintenance, consulting fees, prosecution expenses, expenses incurred in dealing with equity interests, travel, attorneys' fees, and research costs. Not included as development expenses are salaries and general operating expenses of University administrative personnel.

- n. "Gross revenue" shall mean: (1) proceeds from the sale, lease, transfer, or other conveyance of an invention or work by the University and/or UFRF, and (2) license issue fees, option fees, running royalties, and equity interests paid to the University and/or UFRF by a licensee of an invention or work, except that such equity interests, or portion thereof, shall not be considered "gross revenue" unless and until the equity interests, or portion thereof, are sold by UFRF.
- o. "Net income" shall mean gross revenues less all development expenses for a work or invention and its improvements.
- p. A "program" shall mean the specific University research program within which an invention or work was developed.
- q. "Cultivar Royalty Policy" shall mean that policy covering certain materials developed by certain University personnel of the University's Institute of Food and Agricultural Sciences/Florida Agricultural Experiment Station who are involved in the breeding and development of cultivars, germplasm lines, or other genetic material, as defined in the policy (Appendix IV).



C.2. University Rights to Inventions and Works

An invention which is made in the field or discipline in which the creator is engaged by the University or made with the use of University support is the property of the University. The creator shall share in the proceeds therefrom subject to preexisting commitments to outside sponsoring agencies. An invention made outside the field or discipline in which the creator is engaged by the University and for which no University support has been used is the property of the creator. In the latter case, however, the creator and OTL may agree that the invention be pursued by the University and the proceeds shared pursuant to this Intellectual Property Policy.

A work which is made in the course of independent efforts is the property of the creator. A University-supported work is the property of the University. The creator shall share in the proceeds from a University-supported work subject to preexisting commitments to outside sponsoring agencies.

University personnel are required to disclose promptly, pursuant to the disclosure procedures set forth in section D.2., all inventions and University-supported works, including all instructional works. All inventions must be disclosed, even those believed by the creator to be unrelated to his or her University duties and not involving the use of University support.

VPR has agreed that when an invention is a release cultivar, as that term is defined in the Cultivar Royalty Policy, invented by University personnel and encompassed within the terms of that policy (Appendix IV), the disclosure requirements, the distribution of proceeds, and handling of that invention if the University asserts its interests therein, shall be governed by that policy in lieu of paragraphs C.4., C.5., and C.6., and section D. of this policy.

University personnel have the obligation to refrain from any act that would defeat the University's rights in any works and inventions they make as well as the works and inventions of other University personnel. See the Intellectual Property Agreement, Appendix V, which all such personnel are required to sign. In order to maintain the University's rights to obtain patent or other intellectual property protection of an invention or work, University personnel must maintain the confidentiality of each invention and University-supported work consistent with the University's decisions regarding the protection desired, commercialization, and/or other uses of the invention or work. This is particularly important for works and inventions that have been sponsored by an outside entity through a grant or contract. If the publication of research results may reveal an invention, University personnel must ask OTL for advice on how and when to publish the results in order that patent protection for the invention is not compromised. It is the University's policy to publish the research results as soon as possible consistent with the securing of patent protection.

In accordance with recognized scientific research procedures, University personnel are required to record all research data and information accurately and clearly and to keep all such data in a permanent and retrievable form. In addition, with regard to a patentable invention, original laboratory data must be kept for the life of the patent. University personnel must also securely store tangible property (such as biological materials, chemical compounds, and computer discs) related to an invention or work to which the University has asserted or may assert its ownership rights. Personnel who leave the University may be permitted to copy their laboratory notebooks and take the copies with them, or take samples of tangible property with them, although they are required to maintain the confidentiality of the data contained within the notebooks or the tangible property. The original notebooks will remain at the University.

C.3. Research Financed by Outside Sponsors and Outside Consulting Arrangements

It is the University's policy, except in unusual cases, to require that works and inventions developed in the course of University research sponsored by private persons, business and not-for-profit entities, and state and local governmental agencies be the property of the University. An exclusive option may be accorded to the sponsor with regard to inventions. The sponsor may be offered the option to acquire an exclusive license within a stated number of months from the disclosure of the invention to OTL.

Faculty and other University employees engaged in consulting work should use great care to ensure that their consulting agreement(s) are not in conflict with the University's policies on outside activities and financial interests, Regulation 6C1.1011. Consulting agreements frequently require that the consultant waive intellectual property rights as a condition of employment. Approval of such requests will be based on a determination that the University does not possess any interest in such rights or that the agreement is appropriately modified concerning such rights. Where consulting activities involve a reduction to practice of inventions or works or potential inventions or works conceived under federal sponsorship or University support, permission to waive rights to the company or the inventor will not be granted. A determination by the University must be initiated by submitting a Disclosure of Outside Activities and Financial Interests (Appendix VI). University personnel engaged in approved consulting work are required to disclose any University work or invention made in the course of the work in accordance with the instructions of subsection D.2 of this policy.

C.4. Relationships between the Creator and the University regarding Inventions

Two separate relationships between the creator and the University with regard to inventions are recognized:

a. Inventions Made Outside the Creator's Field and Without University Support

If an invention is made or developed without any University support in a field other than the field or discipline in which the creator was engaged by the University to teach, do research, or to perform other duties, the rights to the invention will be assigned to the creator. Under these conditions, the creator is, nevertheless, required to make full disclosure of the invention in accordance with subsection D.2. of this policy so that the University may make a determination of rights.

b. Inventions in the Field in Which the Creator is Engaged or Made with University Support

If, after a full disclosure of an invention and review in accordance with section D of this policy, the invention is determined to have been made or developed in the field or discipline in which the creator was engaged by the University to teach, do research, or to perform other duties, or the invention is determined to have been made with University support, VPR may, on behalf of the University:

- (i) elect to waive the University's rights to the invention, thus allowing the creator to protect the invention creation as he or she may wish. If outside funds supported the work leading to the invention, this waiver is subject to any provisions in sponsoring agreements. In cases in which the University has waived its interest and the invention was supported by federal funding, any waiver must be to the supporting federal agency, rather than to the creator(s). In addition, the waiver shall not affect the right of the University and the State of Florida to royalty-free use of the invention, nor shall such a waiver be granted until any pre-existing commitments to sponsoring agencies with regard to inventions are cleared. In general, the University will not waive its rights to inventions of creators who are full-time employees or appointees of the University.

or,

- (ii) elect to acquire title to the invention by assignment (i.e., the creator assigns the rights to the University). The development and marketing of the invention is at the discretion of the University and UFRF. Generally,

the University or UFRF seeks to develop and market the invention and may elect to seek patent or other legal protection. Once application for a patent has been made, OTL will be responsible for the development and negotiation of licensing agreements in order that the invention is managed in a way which serves the public interest. In certain cases, the University may elect to license the invention to the creator for a minimal royalty, and the creator may elect to obtain patent protection.

or,

- (iii) decide the invention disclosure is premature or incomplete, in which case, the creator will be asked to resubmit the invention disclosure when additional information is obtained.

C.5. Relationships between the Creator and the University regarding University-supported Works

Any University-supported work is required to be disclosed under the procedures of section D. VPR, on behalf of the University, may elect to pursue any of the three alternatives described in C.4.b above with regard to disclosures of University-supported works.

C.6. Distribution of Net Income from Works and Inventions

With regard to any work or invention owned by the University, net income less any foreseeable development expenses the University or UFRF deems necessary to defend or maintain the work or invention (“net adjusted income”) will be distributed as follows:

For net adjusted income up to \$500,000 (Schedule A):

| | |
|------|-------------------------|
| 40% | individual creator(s) |
| 10% | program(s) |
| 7 ½% | creator(s)’s department |
| 7 ½% | creator(s)’s college |
| 35% | VPR or UFRF |

For net adjusted income \$500,000 or over (Schedule B):

- 25% individual creator(s)
- 10% program
- 10% creator(s)'s department
- 10% creator(s)'s college
- 45% VPR or UFRF

Notwithstanding the above, all net adjusted income from UFRF's sale of equity interests originally granted to UFRF by a licensee in lieu of cash royalties or license fees shall be distributed according to Schedule B.

Distributions of income will be made semiannually on or before June 1 and December 1 of each year. This distribution schedule allows VPR or UFRF to assure that all applicable licensing and related expenses have been accounted for. VPR or UFRF may, at its sole judgment, withhold or delay distribution of any income if there is a foreseeable development expense yet to be incurred. In instances where funds are held because of foreseeable development expenses or where expenses exceed revenue, an accounting of such will be sent to the creator's department and college indicating the amounts received for the current six-month period and the amount of the anticipated expense or deficit. Once expenses are known with certainty, any excess withholding will be distributed.

Payments of the portion allocated to the creator(s) must be made to creator(s) individually and cannot be assigned by the creator(s) to other parties or entities. The only exception will be that after a creator's death, appropriate notification by the personal representative of the creator's estate, and court approval, if necessary, payment will be made to the creator's heirs or devisees. An IRS Form 1099 or other appropriate form will be issued to the creator(s) for their share of revenues. The University cannot advise individuals on the tax consequences of these payments. It is the sole responsibility of the creator to inform VPR or UFRF of any changes of address for payments.

In the event there are multiple creators for an invention or work, the creators' share will be divided equally among all creators. If the creators agree among themselves to a different split, OTL must be notified in writing at least one month prior to the date of the first income distribution as to the agreed-upon division of income. The portions distributed to the academic units, which are the academic units of the creator(s) at the time of the creation of the invention or work, will be pro-rated when more than one unit is involved. VPR will make the final decisions on the pro-ration of such portions to aca-

demographic units. In the case of licenses or other transactions involving multiple inventions or works, VPR or UFRF shall resolve any potential conflicts concerning the applicable distribution schedules after reviewing the technologies involved.

That portion allocated to the program (or programs) remains under the control of VPR or UFRF. If there is more than one program in which the invention or work was developed, the program portion will be pro-rated as determined by VPR. If a creator should leave the University, the portion allocated to the creator's program will be allocated to that program as long as the program exists and consists of research in the same area as that conducted by the creator prior to leaving the University. If the program ends, the portion allocated to the program will be allocated to VPR or UFRF. Any determinations regarding the distribution of the program portion of net income shall be at the sole discretion of VPR.

VPR or UFRF will utilize its share of the net income distribution to support research activities at the University. Funds allocated to academic units must be used solely for the support of research at the University.

Distribution of income in the case of inventions of University personnel employed by the U.S. Department of Veterans Affairs pursuant to an affiliation agreement between the University and the Department of Veterans Affairs shall be in accordance with the Cooperative Technology Administration Agreement between the University and the Department.

Equity in lieu of Cash Payment

UFRF may elect to accept equity in lieu of cash payments for a license fee or royalty. The decision to accept equity in lieu of cash is made at the sole discretion of the UFRF and does not constitute an obligation on behalf of the UFRF to make a disbursement of equity to the creator(s) or to department(s) and college(s) until the equity is sold.

UFRF will own and exercise all rights of ownership, including the rights to vote equity interests on all matters which are subject to the consent or approval of the holders of similar equity interests (including voting such equity interests for the election of the directors, approving or disapproving amendments to articles of incorporation, etc.). UFRF will retain and own the equity interest until the sale or exchange of the interest. The decision as to when to sell or exchange equity resides with the UFRF Board of Directors in its sole discretion.

When selling, exchanging or otherwise disposing of any equity interests, UFRF may agree to pay such commissions or other fees or charges and may incur such expenses as it shall determine at its sole discretion. All such expenses are considered development expenses in determining net income to be distributed.

C.7. Relationships Between Employees and the University Regarding Business Transactions

In accordance with Regulation 6C1-1.011, University employees are required to receive appropriate permission before soliciting business from the University by completing and submitting a Disclosure of Outside Activities and Financial Interests (Appendix VI).

This form must be submitted by a creator employee with a financial and/or managerial interest in a business or a contractual relationship (for example, an employment or consulting agreement) with a business entity which is licensing or otherwise entering into a business relationship with the University or UFRF concerning the employee's invention or work. Disclosure and approval of the interest or relationship must be accomplished by requesting an exemption under Section 112.313(12)(h), Florida Statutes. Guidelines for submitting a request may be obtained by contacting the Vice President for Research. Further information on outside activities, financial interests, and conflict of interest law and policies is found in the brochure "University of Florida Guidelines, Policies, and Procedures on Conflict of Interest and Outside Activities, including Financial Interests," available from the Office of Academic Affairs, academic units, and at http://rgp.ufl.edu/research/outside_activities.html.

D. Procedures Regarding Inventions and University Works

D.1. Organization

The Office of Technology Licensing (OTL) of VPR is responsible for all matters relating to patents, trademarks and copyrights as related to the identification, protection, and commercialization of intellectual property. Licensing specialists in OTL are the primary contacts for creators with regard to the disclosure of inventions and works and during the subsequent stages of protection, marketing, licensing, and other activities.

D.2. Making Disclosures

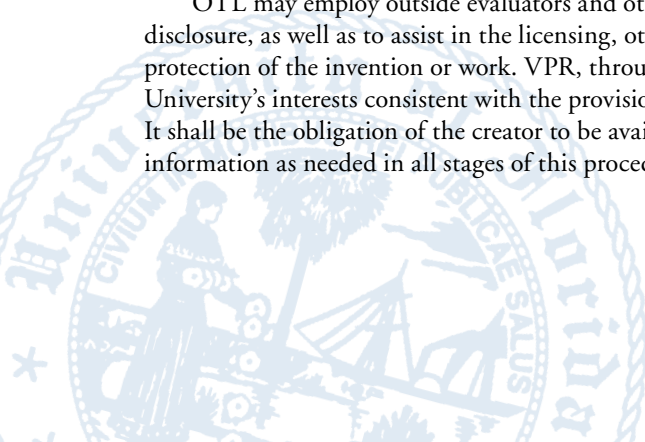
A timely and complete disclosure on the designated disclosure form (Appendix VII or Appendix VIII) must be made to the Director of OTL. Licensing specialists in OTL are readily available for assisting in the disclosure process.

D.3. Disclosure Review

VPR, through OTL, will conduct a review of the disclosure which shall assess the respective equities of the creator and the University in the invention or work and determine its importance and the extent to which the University should be involved in its protection, development, and promotion.

OTL shall recommend whether the University should assert or waive its interest in the invention or University-supported work, based on a determination of potential technical and market value.

OTL may employ outside evaluators and other consultants to review the disclosure, as well as to assist in the licensing, other commercialization, or protection of the invention or work. VPR, through OTL, will determine the University's interests consistent with the provisions of section C of this policy. It shall be the obligation of the creator to be available to provide additional information as needed in all stages of this procedure.



D.4. Determination of Ownership

The Vice President for Research (or the Director of OTL as the Vice President's designee) shall inform the creator of the University's decision regarding ownership and the University's legal rights as soon as practicable, but no later than 120 calendar days from receipt of the complete disclosure in the case of an invention and 60 days from receipt of the complete disclosure in the case of a University-supported work.¹

If the University's ownership interest is waived to the creator(s), it is the policy of the University that the creator(s) must disclose the potential conflict of interest created by the ownership interest when proposing research to be conducted using University resources that could reasonably appear to influence the financial value of the invention. In such cases the University, through the creator(s) and appropriate administrators, must have established the means to manage the conflict prior to conducting the research.

At any stage in the commercialization of an invention or work, VPR, through OTL, may elect to withdraw from further involvement in the protection or commercial application of the invention or work. At the request of the creator in such case, VPR shall transfer the intellectual property rights to the creator, unless subject to the ownership rights of a federal agency or other research sponsor. If the property rights are transferred to the creator, none of the costs incurred by the University or on its behalf shall be assessed against the creator unless they are development expenses deducted from gross revenues received by VPR or UFRF prior to the transfer. The transfer shall not affect the right of the University and the State of Florida to royalty-free use of the invention or work.

Inventions and works in which the University has asserted its ownership interest may be protected, marketed, and licensed as appropriate. The OTL licensing specialist with responsibility for a particular disclosure will play a primary role in taking appropriate action on such disclosure in close collaboration with the creator(s) and appropriate departments or colleges at the University. All final decisions with regard to inventions and works in which the University has asserted its ownership interest are made by VPR through OTL.

¹ University regulations and collective bargaining agreements provide informal appeal and formal grievance procedures for University employees and students who believe that they have not been afforded their rights under those regulations and agreements. Employees and students should refer to the appropriate handbooks, regulations, and collective bargaining agreements for further information.

E. Effective Date

This policy shall be effective on July 15, 1997, with the exception of those provisions concerning distribution of proceeds as set forth in section C.6. of this policy, which shall become effective as follows: The proceeds from any works or inventions which are the subject matter of any license agreement or other transaction entered into by the University or UFRF before July 15, 1997 shall continue to be distributed pursuant to the University of Florida Patent Policy dated February 1993 or any previous agreement entered into by the creator and the University. The proceeds from any other works or inventions will be governed by the provisions of section C.6. of this policy.



Appendix I

Section 1004.23, Florida Statutes

Universities; powers; patents, copyrights, and trademarks

Any other law to the contrary notwithstanding, each state university is authorized, in its own name, to:

- (1) Perform all things necessary to secure letters of patent, copyrights, and trademarks on any work products and to enforce its rights therein. The university shall consider contributions by university personnel in the development of trademarks, copyrights, and patents and shall enter into written contracts with such personnel establishing the interests of the university and such personnel in each trademark, copyright, or patent.
- (2) License, lease, assign, or otherwise give written consent to any person, firm, or corporation for the manufacture or use thereof, on a royalty basis or for such other consideration as the university shall deem proper.
- (3) Take any action necessary, including legal action, to protect the same against improper or unlawful use or infringement.
- (4) Enforce the collection of any sums due the university for the manufacture or use thereof by any other party.
- (5) Sell any of the same and execute all instruments necessary to consummate any such sale.
- (6) Do all other acts necessary and proper for the execution of powers and duties herein conferred upon the university, including adopting rules, as necessary, in order to administer this section. Any proceeds therefrom shall be deposited and expended in accordance with Section 1004.22. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within 30 days, be reported in writing by the president to the Department of State.

Appendix II

Regulations of University of Florida 6CI-1.018 Works and Inventions.

(I) For the purposes of this rule, the following definitions shall apply:

- (a) “University personnel” shall include full-time and part-time employees of the University of Florida, including Academic Personnel (AP), Technical, Executive, Administrative and Managerial Support (TEAMS), University Support Personnel System (USPS), and Other Personnel Services (OPS) employees; appointees of the University, including certain faculty members and all volunteers; persons paid by or through the University, including fellows; and anyone working under University auspices. Students who are encompassed within any of these categories shall be considered “University personnel.”
- (b) A “work” shall include any copyrightable material, 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, and pictorial or graphic works.
- (c) An “invention” shall include any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items.
- (d) A “creator” shall mean a member of University personnel who creates a work or invention.
- (e) “University support” shall include the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.
- (f) “University-supported work” shall mean a work of a creator not made in the course of “independent efforts.” “Independent efforts” with regard to a work means that the ideas for the work came from the creator, the work was not made with the use of University support, and the University is not held responsible for any opinions expressed in the work. Notwith-

standing the foregoing, “University-supported works” do not include scholarly articles published in journals independent of the University and theses or dissertations of graduate students.

(2) Works

A work which is made in the course of independent efforts is the property of the creator. A University-supported work is the property of the University, and the creator shall share in the proceeds therefrom subject to preexisting commitments to outside sponsoring agencies. University personnel are required to disclose promptly, pursuant to the University’s Intellectual Property Policy, all University-supported works, including all instructional works. The Vice President for Research or the Vice President’s designee shall inform the creator of the University’s decision regarding ownership and the University’s legal rights as soon as practicable, but no later than 60 days from receipt of the complete disclosure of the work. Any University-supported work shall be handled in accordance with the University’s Intellectual Property Policy—Revised November 16, 2005, which is incorporated herein by reference. The Work Disclosure form, Revised May 2005, and the Invention Disclosure form, Revised May 2005, incorporated in the University’s Intellectual Property Policy are available from the Office of Technology Licensing of the office of the Vice President for Research. Copies of the University’s Intellectual Property Policy are available from Office of Technology Licensing of the office of the Vice President for Research.

(3) Inventions

- (a) University personnel are required to disclose any invention made or discovered by them promptly pursuant to the University’s Intellectual Property Policy. All inventions must be disclosed, even those believed by the creator to be unrelated to his or her University duties and not involving the use of University support.
- (b) An invention which is made in the field or discipline in which the creator is engaged by the University or made with the use of University support is the property of the University, and the creator shall share in the proceeds therefrom subject to preexisting commitments to outside sponsoring agencies. An invention made outside the field or discipline in which the creator is engaged by the University and for which no University support has been used is the property of the creator. In the latter case, however, the creator and the University may agree that the invention be pursued by the University and the proceeds shared pursuant to the University’s Intellectual Property Policy.

- (c) The Vice President for Research or the Vice President's designee shall inform the creator of the University's decision regarding ownership and the University's legal rights as soon as practicable, but no later than 120 days from receipt of the complete disclosure of the invention. Any invention shall be handled in accordance with the University's Intellectual Property Policy.

Authority: BOG Resolution dated January 7, 2003

History: New 5-28-80, Formerly 6C1-7.392, Amended 7-15-97,
06-15-99, Formerly 6C1-7.0392, Amended 2-5-03.



Appendix III

Article 18 **BOR/UFF Collective Bargaining Agreement** **Inventions and Works**

18.1 University Authority and Responsibilities.

Section 240.229, Florida Statutes, authorizes each university to establish rules and procedures regarding patents, copyrights, and trademarks. Such rules and procedures shall be consistent with the terms of this Article.

18.2 Definitions.

The following definitions shall apply in Article 18:

- (a) A “work” includes any copyrightable material, 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. Instructional technology material, as defined in Section 9.8(b), is included in this definition.
- (b) An “invention” includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items. Instructional technology material, as defined in Section 9.8(b), is included in this definition.
- (c) “Instructional technology material” is defined in Section 9.8(b).
- (d) “University support” includes the use of university funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by a university.

18.3 Works.

(a) Independent Efforts.

A work made in the course of independent efforts is the property of the employee, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this Section, the term “independent efforts” means that:

- (1) the ideas came from the employee;
- (2) the 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.

(b) University-Supported Efforts.

- (1) If the work was not made in the course of independent efforts, the work is the property of the university and the employee shall share in the proceeds therefrom.
- (2) Exceptions. The university shall not assert rights to the following works:
 - a. Books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly study; and
 - b. Works developed without the use of appreciable university support and used solely for the purpose of assisting or enhancing the employee’s instructional assignment.

(c) Disclosure.

- (1) Upon the creation of a work and prior to any publication, the employee shall disclose to the President or representative any work made in the course of university-supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of Section 18.3(b)(2)a., above, employees need not disclose regarding books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work.

- (2) The President or representative shall assess the relative equities of the employee and the university in the work.
- (3) Within sixty (60) days after such disclosure, the President or representative will inform the employee whether the university seeks an interest in the work, and a written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the employee and the allocation of proceeds resulting from such work. Creation, use, and revision of such works shall also be the subject of the written agreement between the employee and the university as well as provisions relating to the use or revision of such works by persons other than the creator. The employee shall assist the university in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these works in which the university has an interest. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.
- (4) The employee and the university shall not commit any act which would tend to defeat the university's or employee's interest in the work and shall take any necessary steps to protect such interests.

18.4 Inventions.

(a) Disclosure/University Review.

- (1) An employee shall fully and completely disclose to the President or representative all inventions which the employee develops or discovers while an employee of the State University System, together with an outline of the project and the conditions under which it was done. With respect to inventions made during the course of approved outside employment, the employee may delay such disclosure, when necessary to protect the outside employer's interests, until the decision has been made by the outside employer whether to seek a patent.
- (2) If the university wishes to assert its interest in the invention, the President or representative shall inform the employee within 120 days of the employee's disclosure to the President or representative.

- (3) The President or representative shall conduct an investigation which shall assess the respective equities of the employee and the university in the invention, and determine its importance and the extent to which the university should be involved in its protection, development, and promotion.
- (4) The President or representative shall inform the employee of the university's decision regarding the university's interest in the invention within a reasonable time, not to exceed 135 days from the date of the disclosure to the President or representative.
- (5) The division, between the university and the employee, of proceeds generated by the licensing or assignment of an invention shall be negotiated and reflected in a written contract between the university and the employee. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.
- (6) The employee shall not commit any act which would tend to defeat the university's interest in the matter, and the university shall take any necessary steps to protect such interest.

(b) Independent Efforts.

All inventions made outside the field or discipline in which the employee is employed by the university and for which no university support has been used are the property of the employee, who has the right to determine the disposition of such work and revenue derived from such work. The employee and the President or representative may agree that the patent for such invention be pursued by the university and the proceeds shared.

(c) University-Supported Efforts.

An invention which is made in the field or discipline in which the employee is employed by the university, or by using university support, is the property of the university and the employee shall share in the proceeds therefrom.

(d) Release of Rights.

- (1) In the event a sponsored research contractor has been offered the option to apply for the patent to an invention or other rights in an invention, the university will use its good offices in an effort to obtain the contractor's decision regarding the exercise of such rights within 120 days.

- (2) At any stage of making the patent applications, or in the commercial application of an invention, if it has not otherwise assigned to a third party the right to pursue its interests, the President or representative may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the employee in such case, the university shall transfer the invention rights to the employee, in which case the invention shall be the employee's property and none of the costs incurred by the university or on its behalf shall be assessed against the employee.
- (3) All assignments or releases of inventions, including patent rights, by the President or representative to the employee shall contain the provision that such invention, if patented by the employee, shall be available royalty-free for governmental purposes of the State of Florida, unless otherwise agreed in writing by the university.

(e) University Policy.

- (1) Each university shall have a policy addressing the division of proceeds between the employee and the university.
- (2) Such policy may be the subject of consultation meetings pursuant to Section 2.2.

(f) Execution of Documents.

The university and the employee shall sign an agreement individually recognizing the terms of this Article.

18.5 Outside Activity.

- (a) Although an employee may, in accordance with Article 19, Conflict of Interest/Outside Activity, engage in outside activity, including employment, pursuant to a consulting agreement, requirements that an employee waive the employee's or university's rights to any work or inventions which arise during the course of such outside activity must be approved by the President or representative.
- (b) An employee who proposes to engage in such outside activity shall furnish a copy of this Article and the university's patents policy to the outside employer prior to or at the time a consulting or other agreement is signed, or if there is no written agreement, before the employment begins.

Appendix IV

University of Florida Policy for Program Support and Royalty Distribution from Released Cultivars

I. General

This University of Florida policy is based on an initiative by the Plant Breeders Working Group and discussion with the Florida Agricultural Experiment Station (FAES) to provide for program support and payment to individuals. The basic philosophy which shaped this policy revolves around the following concepts:

A. Plant Breeding/Development Program Support:

A maximum return of royalty payments will accrue to the support of the overall plant breeding/development program of UF/IFAS/FAES emphasizing plant breeding/development projects. The long-term goal is to insure strong sustainable plant breeding/development programs in UF/IFAS/FAES.

B. Incentive Based Royalty Distribution:

The distribution of royalties to individuals is incentive based and is proportional to the commercial success of a given cultivar. This should encourage more desirable traits in released cultivars which should also result in better marketability, greater potential returns, and a greater benefit to Florida agriculture. Project leaders involved in seed or vegetatively propagated plants are treated equally.

C. Reward for Team Effort and Cooperation:

The development of new plant germplasm is often a team effort composed of traditional breeders, developers, cooperating scientists for the evaluation of specific traits (such as pest or disease resistance, taste, nutritional characteristics, etc.), and more recently, molecular genetics. The distribution of royalties to individual scientists is designed to reward team efforts and remove disincentives to cooperation in the development of new cultivars.

D. Utility Patents:

Inventions developed by Experiment Station scientists for which a utility patent may be applied, such as patentable genes with specific plant characteristics, will be processed through the University of Florida Office of Technology Licensing (OTL), and are not covered by this Cultivar Royalty Policy.

However, OTL will collaborate with FAES in the commercialization strategy and will, to the extent of sponsorship contracts and other funding mechanisms, give good faith consideration to the distribution of the cultivar technology within the State of Florida.

II. Definitions

- A. Unit:** An administrative and budgetary entity within UF/IFAS such as departments, research and education centers, program centers and offices.
- B. Program:** An organized research plan under which action may be taken toward a goal. In this case, it refers to a program involving new or improved cultivar development and release for commercial or private cultivation. It is generally referred to as a research program or project. The program is articulated as a CRIS or Experiment Station project. Due to long-term goals, plant breeding and development programs are described in successive projects.
- C. Breeders:** Experiment Station scientists who engage in plant breeding for the purpose of plant improvement by appropriate genetic techniques and subsequent testing and selection toward established objectives.
- D. Developers:** Experiment Station scientists who are involved in the process of collecting, identifying, and/or testing, leading to the introduction of new plant germplasm or cultivars.
- E. Cooperator:** An Experiment Station scientist who actively and significantly assists the breeder or developer in the creation, evaluation, and/or introduction of a new cultivar. A cooperator may include, but is not limited to entomologists, nematologists, plant pathologists, economists, soil scientists, agricultural engineers, and other breeders or developers.

The UF/IFAS Cultivar Release Policy, IMM 6C1-6.120-6 IFAS: Policy Governing Release, Protection and Introduction of Plant Material is incorporated in this document by reference.

III. Royalty Distribution Plan

The distribution of royalties to the individual faculty associated with cultivar/germplasm releases whether by plant patent, PVP, trademark and/or proprietary licensing will be based upon the following principles:

A. General Distribution:

Cultivars, germplasm lines or other genetic material generally referenced as cultivars, developed by UF/IFAS/FAES plant breeders, whether vegetatively propagated or seed propagated, will be patented, protected by PVP certificates, trademarked and/or proprietary licensed through the Florida Foundation Seed Producers, Inc. (FFSP), a Direct Support Organization (DSO) of the University of Florida. Royalties and licensing fees will be assigned to the FFSP. Revenues from exclusive releases and similar agreements will be handled in a similar manner. The FFSP, in cooperation with the Director of the Florida Agricultural Experiment Station, will distribute royalties according to the following schedule:

1. Costs to the FFSP will be deducted before any royalty distribution begins. Receipts above these costs make up Gross Royalty.
2. Gross Royalty = 100%, which is allocated as follows:

| | |
|--------------------------------------------------|-----|
| Retained by the FFSP: | 10% |
| Cultivar Development Research Support Program: | 70% |
| Cultivar Release Incentive royalty distribution: | 20% |



B. Cultivar Development Research Support Program:

The research support program funds will be distributed per cultivar per year as follows:

1. 100% of the first \$50,000 will go to the breeding program that developed the cultivar.
2. For the next \$100,000 or \$50,000 - \$150,000
50% to the program
25% to the Unit(s) and
25% to the FAES
3. For all revenues above \$150,000
33 1/3% to the program
33 1/3% to the Unit(s) and
33 1/3% to the FAES
4. Active continuing plant breeding and/or development programs will receive program support according to the above schedule. Resources will be provided from FFSP to the Director of the FAES for distribution. In consultation with the unit leader and the Chair of the UF/IFAS Plant Breeders Working Group, the Director will distribute funds to the projects of the breeder/developer and in consultation with the faculty to breeder/developer designated cooperators.
5. It is FAES policy to maximize program support to the total UF/IFAS plant breeding/development effort to insure long-term support and sustainability and will use these funds for this purpose.
6. Further, in the event of personnel changes or reassignments, the FAES Director, in consultation with the unit leader, will redirect the resources to similar, successor, or new Florida Agricultural Experiment Station breeding/development programs.

A report of this disbursement will be provided to the Chair of the UF/IFAS Plant Breeders Working Group annually.

C. The Cultivar Release Incentive Royalty Distribution:

1. The payment will be calculated as 20 percent of the annual royalty receipts from a given cultivar for the period ending June 30 of each year. The royalty payment would be made in December of each eligible year by FFSP. These payments are not salary. Thus, it would not be used to calculate average salary for the purposes of retirement, nor would it affect normal annual adjustments appropriated by the Florida Legislature and recommended by appropriate University administration.
2. All Experiment Station scientists (faculty) who made a substantial contribution to the development of the release (generally defined as those personnel who may be listed on the cultivar release document, patent, PVP, trademark and/or proprietary license, if applicable) would be eligible for an annual royalty payment. The amount of the payment would be in proportion to the percentage contribution as defined in Section IV, A-E or as agreed to by all parties prior to the release of the cultivar.
3. FFSP will establish a Cultivar Release Royalty Distribution Account for each cultivar released through the Florida Agricultural Experiment Station (FAES) in accordance with the UF/IFAS Cultivar Release Policy.
4. The royalty funds from the distribution account will be transferred from the FFSP to the faculty member. If the individual does not desire to receive a personal royalty distribution payment, the FFSP will direct the accumulated funds due to the individual to the individual's FAES research program in addition to the program support described above. However, this decision must be made in writing before any distribution is made to the Royalty Distribution Account.
5. The maximum amount of any annual payment to any single individual or primary breeder/developer would be 20% of the total gross royalty flow per release minus licensing/patenting costs. The faculty member will be personally responsible for applicable Federal income tax liability. The 20% royalty pool will be divided based upon the number of shares to which the individuals are entitled. A single breeder/developer with no cooperators will be eligible for the entire annual royalty pool. In the event of more than one primary breeder/developer, each will be granted a full share of the annual royalty pool for the specific cultivar. Each cooperator will be granted a one-half

share of the royalty pool. See Section IV for specific examples. If the faculty which participated in the development of a given cultivar are no longer eligible to receive the royalty flow, those funds will revert to the Director of the FAES for use in the support of other breeding or cultivar development programs.

6. The maximum annual individual distributions for a given cultivar will be based on the above formula (Section III, C, 5). However, if the cultivar development team wishes to develop a different distribution within these maximums among themselves prior to release of the cultivar, it may be requested and approved by the Director of the Florida Agricultural Experiment Station (FAES). In the event of disagreement among the development team, the above (Section III, C, 5) distribution will apply. The Director may appoint, at his/her discretion, a panel of three to five peers (consisting of breeders, developers, and/or cooperators), an appropriate Department Chair and a Research and Education Center Director to arbitrate disputes among peers. However, it is expected that distribution will be worked out by colleagues prior to the introduction of a cultivar.
7. This royalty distribution plan is developed as an incentive program for UF/IFAS/FAES faculty only. In the event of the departure of a faculty member for other employment, the royalty distribution will cease to the departing faculty member after payment of funds generated in the fiscal year of departure. In the event of death of the faculty member, no further distributions will be made to the estate, except the annual distribution for the fiscal year in which the death occurred. In the case of retirement and being named Emeritus status, the payment will continue based on the criteria in this document. Further, if the Emeritus faculty remains active in the UF/IFAS plant breeding and cultivar release program, he or she may be designated cooperators or in some cases, as the breeder/developer. In case of dispute, the Director may appoint a panel of three to five peers to arbitrate as described earlier in this document.

The royalty distribution, upon adoption, is for both existing cultivars as well as future cultivars released by the Florida Agricultural Experiment Station and assigned to the Direct Support Organization, Florida Foundation Seed Producers, Inc. where a royalty flow exists.

IV. Specific Royalty Distribution Examples

The following are provided as examples of the distribution plan for the maximum level of individual royalties to be awarded from the annual 20% royalty pool:

Annual royalty flow for a given year equals \$100,000. Therefore, annual royalty pool equals \$20,000 or 20%. Thus:

A: Single Breeder/Developer (B/D) with no Cooperators (1 share)

1 share = \$20,000

Total = \$20,000

B: Two Breeders/Developers as equal partners: 1 share each

1 share = \$10,000 each

Total = \$20,000

C. Single Breeder/Developer (1 share) with one Cooperator

($\frac{1}{2}$ share) = 1.5 shares total:

1 share = \$13,333 B/D

$\frac{1}{2}$ share = \$ 6,666 Coop

Total = \$20,000

D. Single Breeder/Developer (1 share) with three Cooperators

($\frac{1}{2}$ share each) = 2.5 shares total:

1 share = \$ 8,000 B/D

$\frac{1}{2}$ share - \$ 4,000 each Coop

Total = \$20,000

E. Two Breeders/Developers (1 share each) with two Cooperators

($\frac{1}{2}$ share each) = 3 shares total

1 share = \$ 6,666 each B/D

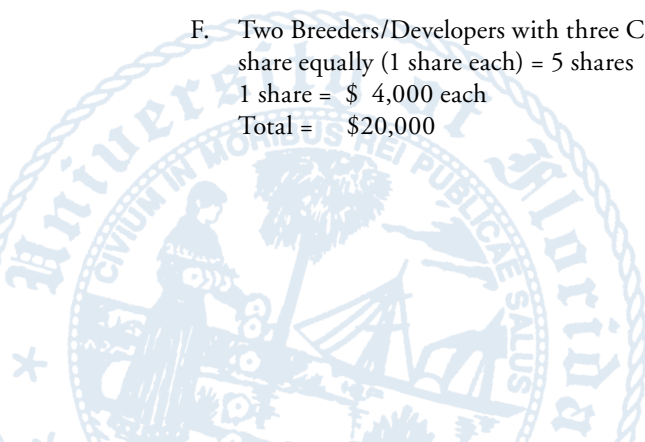
$\frac{1}{2}$ share = \$ 3,333 each Coop

Total = \$20,000

F. Two Breeders/Developers with three Cooperators who choose to share equally (1 share each) = 5 shares

1 share = \$ 4,000 each

Total = \$20,000



Appendix V

INTELLECTUAL PROPERTY AGREEMENT

During my employment by, appointment with, and/or affiliation with the University of Florida, I may discover, invent, or create work products that may be copyrighted, trademarked or patented.

I understand and agree that, because of my employment, appointment, and/or affiliation, the University has a valid interest in all such matters whether they be writings, designs, productions, inventions, discoveries or developments, conceived and/or made by me during any period of University employment, appointment, and/or affiliation, as well as any related copyrights, trademarks or patent rights, actual or potential.

As a term of my employment, appointment, and/or affiliation, I understand and agree that the University shall own and hold any such inventions, discoveries, or any other material that may be patented or trademarked in accordance with a determination made by the University which shall take into account the relative contributions made by me and the University, the extent to which University resources and facilities were used, and whether the invention, discovery, or any other material that may be patented or trademarked arose out of the field or discipline in which I was employed, appointed, or affiliated. In addition, as a term of any employment, appointment, and/or affiliation, I understand and agree that the University may hold and own work products that may be copyrighted pursuant to the rules of the University and/or applicable collective bargaining agreements.

I agree to assign to the University or its designee at its request any rights I may have in such work products that the University owns as described above and actual or prospective patents, trademarks or copyrights on such work products.

I also agree not to transfer any rights or disclose any information concerning any such work products or the work products of any other University employee, appointee, or affiliate to any person other than as permitted by the rules of the University or applicable collective bargaining agreements.

By execution of this agreement I understand that I am not waiving any rights to a percentage of payments received by the University for such work products as set forth in the University of Florida Intellectual Property Policy.

SIGNED _____

DATE _____

State of Florida, County of _____

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

_____ (Signature)

Notary, Certificate No.

_____ (Name Typed)

Appendix VI

University of Florida Outside Activities and Financial Interests Report

University of Florida
Instructions for Completing the Disclosure of
Outside Activities and Financial Interests Form

General Remarks

The University of Florida is committed, within the laws of the State, to assist faculty and staff members in their pursuit of education, research and service through their university duties. Faculty and staff members may also engage in outside activities which provide service to the community and increase professional reputations or income. Whenever a question, or appearance of conflict, could arise between the employee's obligation to the University and any activity, the employee is expected to report the situation to the supervisor for discussion and, if required as set forth below, to provide a report disclosing the information prior to engaging in the activity. The administration is responsible for reviewing each disclosure to determine if the activity is permitted, not permitted, or if there are conditions necessary to manage, reduce or eliminate the conflicts or potential conflicts before the activity can be permitted.

In addition to completing the statement regarding activities and financial interests on the annual employment contract, an annual disclosure should be submitted at the beginning of each academic year or other annual appointment for each existing outside activity or financial interest. A supplemental disclosure should be submitted at such time as there is a significant change in an activity or financial interest (nature, extent, funding, etc.) or before a new outside activity or financial interest is undertaken. These reporting provisions shall apply to activities performed while an employee is in pay status, or is on a compensated leave, including a professional development leave, but shall not apply to activities performed wholly during a period in which the employee has no appointment with the State University System. The employee should still be aware of and deal with the conflict of interest considerations that may arise from the latter activities.

An employee's failure to report activities or financial interests under the University's rule or the applicable collective bargaining agreement or to follow any conditions imposed pursuant to the University's approval of such activities or interests may be grounds for disciplinary action. Such actions may include, but are not limited to: reprimand, fine, reduction in salary, change of assignment, prohibition of outside activities, suspension without pay, and termination for cause. If an activity or interest has not been properly disclosed, the employee may be required to disclose the activity or interest in all subsequent presentations and publications of research results.

Reporting Requirements

1. The following activities and financial interests must be reported and approved prior to engaging in the activity.
 - a. Outside activities in which there is more than an incidental use of university facilities, equipment, and/or services. The completed Disclosure of Outside Activities and Financial Interests form is required to be attached to the Request to use these facilities, equipment or services (Form OAA-GA-L-268).
 - b. Outside activities in which a university student or university employee is directly or indirectly supervised by the employee if the employee in any way supervises or evaluates the student or the employee at the University.
 - c. Management, employment, consulting, and contractual activities with, or ownership interests in, a business entity which does business with the University. In the cases of material financial and of managerial interests, the information required extends to the spouse and children of the employee, and for managerial interests, to relatives. When involved in procurement decisions, a copy of the Disclosure form must be attached to the requisition to purchase.
 - d. Management, employment, consulting, and other contractual activities with, or ownership interest in, a business entity which competes with the University.
 - e. Candidacy, election or appointment to a public office.
 - f. Required use of books, supplies, equipment, or other instructional resources at the University when they are created or published by the employee or by an entity in which the employee has a financial interest.
 - g. Professional compensated activities, including but not limited to, activities for which honoraria beyond actual travel expenses are paid, teaching at another institution, or employment as an expert witness. (Note: The University's reporting form for extra state compensation will fulfill the reporting for such compensated activities within the University and with other state agencies.)
 - h. Business activities, including service on the board of directors or other management interests or position, with regard to a business entity in the same discipline or field in which the faculty or staff member is employed.
 - i. Any employment, contractual relationship, or financial interests of the employee which may create a continuing or recurring conflict between the employee's interests and the performance of the employee's public responsibilities and obligations, including time commitments. This includes any outside activity in which the employee is required to waive rights to intellectual property.
 - j. Outside activities and financial interests required to be reported under federal contract and grant regulations. Such disclosures may also need to be made at the time of the submission of the proposal.
 - k. Outside activities (employment, consulting, management and other contractual activities) and financial interests in a company that supports the employee's research or training activities in any way.
2. If not otherwise required to be reported as stated above, activities which the employee should reasonably conclude may create an actual or apparent conflict of interest, including a conflict of time commitments, must be reported and approved as soon as practicable.

Affirmation

The signature on the completed disclosure form affirms and certifies an understanding of and compliance with the University's policies on conflict of interest, outside activities and financial interests as well as the completeness and accuracy of the responses. Information on the University's guidelines and procedures may be obtained from your academic or administrative units and are located on the web at http://rgp.ufl.edu/pdf/research/outside_activities.html.

appendix VI

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Appendix VII

CONFIDENTIAL

UF# _____

INVENTION DISCLOSURE

OFFICE OF TECHNOLOGY LICENSING
University of Florida

I. Introduction

This Confidential Invention Disclosure Form is used to disclose an invention as required under University of Florida Intellectual Property Policy. If copyrightable material must be disclosed, the disclosure should be on the form entitled "Work Disclosure." An invention disclosure should be made when something new and useful has been conceived or developed, or when unusual, unexpected, or unobvious research results have been achieved and can be utilized. An invention includes any discovery, new and useful process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items.

Please note that this information should be submitted prior to publication as public disclosure of the invention places severe limitations on available patent protection. **Non-confidential disclosure of an invention (to people outside the University) may cause a loss of rights which prevents patent protection of the disclosed invention.** Thus, to ensure the possibility of worldwide patent protection, it is important that invention disclosures be submitted for timely review so that a U.S. patent application can be filed before public disclosure occurs.

II. DISCLOSURE OF INVENTION

A. **TITLE:** _____
(Brief, but comprehensive, technically accurate, and descriptive; 10 words or less)

B. CONCISE DESCRIPTION OF THE INVENTION

1. The disclosure should enable someone having knowledge of the field to understand the technical merits of the invention, its usefulness and possible practice applications. Include essential elements (features, concepts, or new results of the invention, whichever is most applicable), their relationship to one another, and their mode of operation. Identify the elements that are considered novel. (Attach additional sheets as necessary.)

2. Please list KEYWORDS that would help someone searching for this technology to locate it easily.

3. If the invention is an apparatus or system, attach drawings or a sketch and indicate if it has ever been built or tested. Use additional pages, attach drawings, manuscripts, papers, or other supporting material to facilitate understanding the invention. Attach any data which shows that the invention works.

Appendix VIII

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WORK DISCLOSURE

OFFICE OF TECHNOLOGY LICENSING
University of Florida

I. Purpose and Format of Work Disclosure Form

This form is used to disclose a University-supported work(s), generally, copyrightable materials, as required under University of Florida Rule 6C1-1.018, F.A.C. (explained in the University of Florida Intellectual Property Policy). (Inventions should be disclosed on the form entitled "Invention Disclosure.") All questions are important so please respond to each of them even if the answer is "none" or "not applicable". If more space is needed, feel free to use additional sheets. For any questions regarding this form, please call the office at (352) 392-8929.

II. Disclosure of Work(s)

- A. Title: _____
(short descriptive title)
- B. Briefly describe the work(s), including the date that the project was begun, and the date of (expected) completion, and the medium (book, computer program, sound recording, sculpture, and so forth).

III. Support

- A. List all University facilities and materials used in the development of the work(s).

| Facility/material/personnel | Dates | Total hours | Costs |
|-----------------------------|-------|-------------|-------|
| 1. _____ | | | |
| 2. _____ | | | |
| 3. _____ | | | |
| 4. _____ | | | |

Total costs: _____

- B. If any of the University support described above was through a grant or contract, please provide the following information for each such contract or grant:

Name _____
 Grant/Contract# _____
 Address _____
 City, State, Zip _____
 P.I. Name _____
 Grant/Contract Title _____

What was the percentage of contribution to the work through this contract/grant?



UNIVERSITY OF
FLORIDA

Office of Technology Licensing
P.O. Box 115500
Gainesville, FL 32611-5500