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3 **ARTICLE 25**
4 **INTELLECTUAL PROPERTY**

5 25.1 University Authority and Responsibilities. Section 1004.23, Florida Statutes, authorizes
6 each university to establish rules and procedures regarding patents, copyrights, and trademarks.
7 Such rules and procedures shall be consistent with the terms of this Article.
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9 25.2 Definitions. The following definitions shall apply in this Article:

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11 (a) A "work" includes any copyrightable material, such as printed material, computer
12 software or databases, audio and visual material, circuit diagrams, architectural
13 and engineering drawings, lectures, musical or dramatic compositions,
14 choreographic works, pictorial or graphic works, and sculptural works.
15 Instructional technology material, as defined in the Assignment of
16 Responsibilities Article, Section 14.14(a), is included in this definition.
17
18 (b) An "invention" includes any discovery, invention, process, composition of matter,
19 article of manufacture, know-how, design, model, technological development,
20 strain, variety, culture of any organism, or portion, modification, translation, or
21 extension of these items, and any mark used in connection with these items.
22 Instructional technology material, as defined in the Assignment of
23 Responsibilities Article, Section 14.14(a), is included in this definition.
24
25 (c) "Instructional technology material" is defined in the Assignment of
26 Responsibilities Article, Section 14.14 (a).
27
28 (d) "University support" includes the use of university funds, personnel, facilities,
29 equipment, materials, or technological information, and includes such support
30 provided by other public or private organizations when it is arranged, admin-
31 istered, or controlled by the University.
32

33 25.3 Works.

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35 (a) Independent Efforts. A work made in the course of independent efforts is the
36 property of the faculty member, who has the right to determine the disposition of
37 such work and the revenue derived from such work. As used in this Section, the
38 term "independent efforts" means that:

- 39
40 (1) The ideas came from the faculty member;
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42 (2) The work was not made with the use of university support; and
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44 (3) The university is not held responsible for any opinions expressed in the
45 work.
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(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 faculty member shall share in the proceeds therefrom.
- (2) Exceptions. The university shall not assert rights to the following works:
 - a. Those works for which the intended purpose is to disseminate the results of academic research or scholarly study, such as books, articles, electronic media; and
 - b. 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.

(c) Disclosure.

- (1) Upon the creation of a work and prior to any publication, the faculty member 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 25.3(b)(2)a., above, faculty members 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 faculty member and the University in the work.
- (3) Within sixty (60) days after such disclosure, the President or representative shall inform the faculty member 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 faculty member 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 faculty member and the University as well as provisions relating to the use or revision of such works by persons other than the creator. The faculty member 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.

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97 25.4 Inventions.
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99 (a) Disclosure/University Review.
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101 (1) A faculty member shall fully and completely disclose to the President or
102 representative all inventions which the faculty member develops or
103 discovers while an employee of the University, together with an outline of
104 the project and the conditions under which it was done. With respect to
105 inventions made during the course of approved outside employment, the
106 faculty member may delay such disclosure, when necessary to protect the
107 outside employer's interests, until the decision has been made by the
108 outside employer whether to seek a patent.
109
110 (2) If the University wishes to assert its interest in the invention, the President
111 or representative shall inform the faculty member within 120 days of the
112 faculty member's disclosure to the President or representative.
113
114 (3) The President or representative shall conduct an investigation which shall
115 assess the respective equities of the faculty member and the University in
116 the invention, and determine its importance and the extent to which the
117 University should be involved in its protection, development, and
118 promotion.
119
120 (4) The President or representative shall inform the faculty member of the
121 University's decision regarding the university's interest in the invention
122 within a reasonable time, not to exceed 135 days from the date of the
123 disclosure to the President or representative.
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125 (5) The division, between the University and the faculty member, of proceeds
126 generated by the licensing or assignment of an invention shall be
127 negotiated and reflected in a written contract between the University and
128 the faculty member. All such agreements shall comport with and satisfy
129 any preexisting commitments to outside sponsoring contractors.
130
131 (6) The faculty member shall not commit any act which would tend to defeat
132 the University's interest in the matter, and the University shall take any
133 necessary steps to protect such interest.
134
135 (b) Independent Efforts. All inventions made outside the field or discipline in which
136 the faculty member is employed by the University and for which no university
137 support has been used are the property of the faculty member, who has the right to
138 determine the disposition of such work and revenue derived from such work. The

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39 faculty member and the President or representative may agree that the patent for
140 such invention be pursued by the University and the proceeds shared.

141
142 (c) University-Supported Efforts. An invention which is made in the field or
143 discipline in which the faculty member is employed by the University, or by using
144 university support, is the property of the University and the faculty member shall
145 share in the proceeds therefrom.

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147 (d) Release of Rights.

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

153
154 (2) At any stage of making the patent applications, or in the commercial
155 application of an invention, if it has not otherwise assigned to a third party
156 the right to pursue its interests, the President or representative may elect to
157 withdraw from further involvement in the protection or commercial
158 application of the invention. At the request of the faculty member in such
159 case, the University shall transfer the invention rights to the faculty
160 member, in which case the invention shall be the faculty member's
161 property and none of the costs incurred by the University or on its behalf
162 shall be assessed against the faculty member.

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164 (3) All assignments or releases of inventions, including patent rights, by the
165 President or representative to the faculty member shall contain the
166 provision that such invention, if patented by the faculty member, shall be
167 available royalty-free for governmental purposes of the State of Florida,
168 unless otherwise agreed in writing by the University.

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170 (e) University Policy.

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172 (1) The University shall have a policy addressing the division of proceeds
173 between the faculty member and the university.

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175 (2) Such policy may be the subject of consultation meetings pursuant to the
176 Consultation article.

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178 (f) Execution of Documents. The University and the faculty member shall sign an
179 agreement individually recognizing the terms of this Article.

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181 25.5 Outside Activity.

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183 (a) Although a faculty member may, in accordance with Article 26, Conflict of
184 Interest/Outside Activity, engage in outside activity, including employment,

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85 pursuant to a consulting agreement, requirements that a faculty member waive the
186 faculty member's or University's rights to any work or inventions which arise
187 during the course of such outside activity must be approved by the President or
188 representative.
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190 (b) A faculty member who proposes to engage in such outside activity shall furnish a
191 copy of this Article and the University's patents policy to the outside employer
192 prior to or at the time a consulting or other agreement is signed, or if there is no
193 written agreement, before the employment begins.
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