
APPENDIX J
INTELLECTUAL PROPERTY
POLICY UNIVERSITY OF
CENTRAL OKLAHOMA

APPENDIX J
Intellectual Property Policy
UNIVERSITY OF CENTRAL OKLAHOMA

Adopted November 15, 2002

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J.1 SECTION I. PREAMBLE

Universities are essentially institutions committed to the creation and dissemination of knowledge. They are society's means for encouraging, fostering, and protecting both individual and collective scholarship, research, and creativity and for sharing the results as widely as possible. Universities bear the important intellectual and cultural role of transmitting and perpetuating traditions of inquiry which society has found valuable and of protecting them from encroachments that would obviate or distort them, or make them inaccessible to other inquirers. Universities are therefore committed to the academic life in the broadest sense of the word, beginning with their students but ultimately including all of humankind.

Notwithstanding their legal and economic status, and the accompanying privileges and responsibilities of those roles, the primary goal of universities is not financial gain. Moreover, their relation to the faculty is not a simple employer-employee relationship but rather a collaborative association in which the university serves as catalyst and facilitator of professionals committed to pedagogical, scholarly, and service activities. That is, the crucial and definitive interactions take place laterally among faculty members, students, and the larger intellectual and cultural world and not vertically or hierarchically between university and individual, isolated employees.

The University of Central Oklahoma's ("university") intellectual property policy respects these basic relationships and affirms the university's commitment to academic freedom and the fostering of a rich and vibrant public sphere in which it can flourish. Pursuit of these goals includes the recognition and protection of the intellectual property rights of faculty, staff, students, and the university, and the acknowledgment of the supportive, enabling role of the academic community. It also requires the fair distribution of any benefits arising from activities in which the university and its members are jointly engaged, including public recognition and, where appropriate, financial remuneration. The following policy attempts to articulate and balance these potentially competing interests in a fair and productive way.

J.1.2 OBJECTIVES

1. To make clear the university's position with regard to intellectual property;
2. To encourage research, scholarship, and a spirit of inquiry, thereby generating new knowledge;
3. To facilitate the dissemination of knowledge and technology for the benefit of the university community and the larger society;
4. To provide an administrative system to assist faculty and staff members in bringing new discoveries and developments and copyrighted works into public use;
5. To provide an administrative system to evaluate, where appropriate, the commercial significance of new discoveries, developments, and copyrighted works;
6. To provide for the equitable disposition of interests in shared intellectual property among the author, the creator, the developer, the university and, where applicable, the external sponsor;
7. To provide incentives to creators in various forms, including professional development, recognition, and financial compensation; and
8. To safeguard intellectual property, so that it may receive adequate and appropriate legal protection against infringing and unauthorized use.

J.1.3 DEFINITIONS

For the purposes of the UCO Intellectual Property Policy, terms are defined as follows:

- A. **Invention:** A process, method, discovery, device, plant, composition of matter, or other invention that reasonably appears to qualify for protection under the United States patent law (utility patent, plant patent, design patent, certificate of plant variety protection, etc.), whether or not actually patentable. An invention may be the product of a single inventor or a group of inventors who have collaborated on a project.
- B. **Copyrightable work:** An original work of authorship which has been fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, such as books, journals, software, computer programs, musical works, dramatic works, videos, multimedia products, sound recordings, pictorial and graphical works, etc. A copyrightable work may be the product of a single author or a group of authors who have collaborated on a project.
- C. **Trademark (including Service Mark):** A distinctive word, design or graphic symbol, or combination word and design, that distinguishes and identifies the goods and services used in commerce of one party from those of another, such as names or symbols used in conjunction with plant varieties or computer programs.
- D. **Tangible research property:** Tangible items produced in the course of research including such items as biological materials, engineering drawings, integrated circuit chips, computer databases, prototype devices, circuit diagrams, and equipment. Individual items of tangible research property may be associated with one or more intangible properties, such as inventions, copyrightable works, and trademarks. An item of tangible research property may be the product of a single creator or a group of individuals who have collaborated on a project.
- E. **Intellectual property:** Collectively, all forms of information or ideas, including but not limited to inventions, copyrightable works, trademarks, and tangible research property.

- F. The Intellectual Property Office (IPO): For the purposes of this policy, shall be that university office designated by the chief academic officer as the entity responsible for the day-to-day functions required by the university's mandate for intellectual property.
- G. The Intellectual Property Committee (IPC): For the purposes of this policy, shall be the committee designated as the collaborative decision-making body concerning intellectual property at UCO, along with the chief academic officer (see section VII).
- H. Sponsored projects: For the purposes of this policy, are research, creative and/or scholarly activities funded by UCO or funded by any external agency through UCO.
- I. Consultants: For the purposes of this policy, are faculty members who lend their expertise to an outside entity for limited time and remuneration.
- J. Work-for-hire: For the purposes of this policy, is a work prepared by an employee within the scope of his or her employment; or a work specially ordered or commissioned in certain specified circumstances. When a work qualifies as a work made for hire, the employer or commissioning party is considered to be the author. Section 101 of the copyright law defines a "work made for hire" as: a work prepared by an employee within the scope of his or her employment; or 2) a work specially ordered or commissioned for use as a contribution to a collective work, as part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.
- K. Significant use: Examples of significant use are: waiver of fees normally required to use specialized facilities such as equipment, production facilities, service laboratories, specialized computing resources and studios; institutional funding or gifts in support of the work's creation; and reduction in levels of teaching, service or other typical university activities (i.e., course load, student advising

responsibilities, division/department meetings, office hours, administrative responsibilities) specifically to facilitate creation of the work. Off campus sabbaticals are not considered significant use of university resources. Significant use of university resources has occurred where the university has provided support for the creation of the work with resources of a degree or nature not routinely made available to faculty or non-faculty employees. Ordinary or limited use of office computers, laboratory space, libraries, office space or equipment, routine secretarial services at routine levels, telephones and other informational resources shall not be considered significant use of university resources.

J.1.4 GENERAL

The university has a responsibility for the advancement of basic and applied research, scholarly and creative work that will enhance its educational, research and service missions and benefit the public it serves. The purpose of these regulations is to:

1. encourage the development of intellectual property for the best interest of the public, the creator of the intellectual property, the university, and the research sponsor;
2. provide timely disclosure and protection of intellectual property whether by development, commercialization, or publication, or any combination thereof;
3. allow employees of the university maximum scientific, artistic and professional freedom with respect to the method of disclosure and publication of their findings, consistent with any contractual obligations of employment or sponsored research; and
4. provide procedures for the protection of university intellectual property and its licensing, for the benefit of the public.

J.1.5 APPLICABILITY

- A. This policy is applicable to:
 - (i) all persons employed by the university; and
 - (ii) any persons using the university facilities under the supervision of university personnel, including but not limited to faculty, visiting faculty, adjunct faculty and students, unless special terms for management of the work of such individuals are negotiated by the university or the applicable university

component. If significant university resources are used to create intellectual property, university employees should not enter into intellectual property agreements related to outside employment, such as consulting or summer employment agreements, without affirmative notice to the prospective employer and copy to the appropriate university office that the intellectual property rights of the university cannot be subordinated to a third party consulting or employment agreement.

- B. An invention resulting from activities related to an individual's employment responsibilities and/or with support from university-administered funds, facilities or personnel shall be owned by the university.
- C. An invention unrelated to an individual's employment responsibilities that is developed on his or her own time without university funds or significant use of university facilities is not owned by the university.
- D. Ownership of an invention developed in the course of or resulting from research supported by a grant or contract with the federal government (or an agency thereof) or a nonprofit or for-profit nongovernmental entity, shall be determined in accordance with the terms of the sponsored grant or contract, or in the absence of such terms, shall be owned by the university.
- E. Present and prospective employees of the university shall, upon request by the IPO to perfect intellectual property rights, execute an invention assignment agreement in a form prescribed by and available from the IPO to set forth effectively the ownership and rights to inventions. Executed invention assignment agreements shall be maintained in the respective department office, and by Employment Services, in the employee file.

J.2 SECTION II. COPYRIGHT:
J.2.1 MANAGEMENT OF WORKS ELIGIBLE FOR COPYRIGHT

The University of Central Oklahoma encourages the preparation, presentation, and publication of copyrightable works that result from teaching, research, scholarly and artistic endeavors by members of the faculty, staff and student body of the university. Authors shall be permitted maximum freedom with respect to their copyrightable works, consistent with

the obligations to the university. Copyrightable works may be created under a variety of circumstances and conditions which affect the ownership and subsequent management thereof, as follows:

A. Ownership of Copyrightable Works

A-1. Books, Articles, and Similar Works

In keeping with academic tradition, and except to the extent required by the terms of any funding agreement or for significant use of university resources to create the work, employees who are authors of works own the pedagogical, scholarly, or artistic works, regardless of their form of expression. **The university will not construe the provision of university facilities as constituting significant use of university resources, except for those instances where the resources were furnished specifically to support the development of such copyrightable works (see works-for-hire).** If a faculty member retains title to copyright in teaching or course materials that are not works for hire, such as class notes, curriculum guides and laboratory notebooks, the university and/or the university component shall not retain a royalty-free right to use the materials for educational purposes **without the express permission of the copyright owner.**

A-2. Institutional Works or “Works-for-Hire”

The university shall retain ownership of copyrightable works created as institutional rather than personal efforts, which is, created for institutional purposes in the course of the creators’ employment, including but not limited to simultaneous or sequential contributions over time by numerous faculty, staff, or students. For instance, work assigned to programmers is institutional work or “work-for-hire” as defined by law, as is software developed for university purposes by staff working collaboratively.

A-2-1. Institutional works are works commissioned by the university and include:
Brochures, training programs, CD-ROMs, videos, and manuals which staff

members are hired to develop. Works created by staff on their own time are not “works-for-hire.” If the university so chooses, it may release a “work-for-hire” back to the staff member who created it. Works commissioned by external sources are not works for hire unless significant university resources are used.

A-3. Works Developed with Significant Use of Resources: Copyrightable works that are not works-for-hire, but are works that are developed with integral and significant use of funds, space, hardware, or facilities administered by a university component, where use was significant rather than incidental, shall be owned by the university component.

A-4. Present and prospective employees of the university shall, upon request of the IPO to perfect intellectual property rights, execute an assignment agreement in a form prescribed by and available from the IPO to set forth effectively the ownership and rights to copyrightable works.

B. Disclosure, Assignment and Protection

B-1. Authors of copyrightable works that are not owned by the university, or any of its components, own the copyrights in their works and are free to publish them, register the copyright, and to receive any revenues which may result therefrom.

B-2. Authors of copyrightable works that are not works for hire but are works that are owned by the university shall promptly disclose to their department chair/school director and the IPO any work of authorship covered by this policy (including those made under sponsored research or cooperative arrangements). Disclosure shall be made on a disclosure form prescribed by and available from the IPO, and a copy shall be filed with that office.

Such persons shall cooperate with the university and the IPO to the best

of their ability in protecting intellectual property rights in the work of authorship. Furthermore, upon request by the IPO to perfect intellectual property rights, such persons shall warrant that, to the best of his/her knowledge, the work does not infringe upon any existing copyright or other legal rights, that work not identified as quotations is the expression or creation of the author; and that necessary permission for extensive quotation or reproduction beyond fair use and the use of third party works has been obtained.

C. Negotiation and Execution of Agreements for Copyrightable Works

Agreements permitting a party to use, develop, or otherwise commercialize copyrightable works owned by the university or any of its components are encouraged. The IPO, with the cooperation of the author and the department, has primary responsibility for negotiating with third parties having an interest in using, developing or otherwise commercializing copyrightable works.

D. Student Ownership of Copyrightable Works

D-1. Students own the copyrights of works created on their own (i.e., not within the scope of an employment relationship with the university or with one of its employees, and not making substantial use of university resources).

D-2. Students working on a project governed by a contract or agreement to which the university is a party shall be bound by the terms of that contract or agreement.

D.3. Students who are hired to perform specific tasks “work for hire” that contribute to a copyrightable work will ordinarily have no rights to ownership of that work, regardless of the source of funds from which they are paid. In such cases, the party who owns the copyright of the rest of the work will ordinarily retain copyright ownership of the portion contributed by the student.

D-4. Students working collaboratively with academic employees on projects that result in copyrightable work may be granted certain rights and

obligations of copyright ownership by the principal investigator, as would faculty and/or staff working collaboratively on the project. Faculty and students should establish these rights at the outset of their collaboration.

- D-5. If none of the above relationships applies, students performing work compensated by the university are subject to the provisions governing employees.
- D-6. Students may also be subject to rules and restrictions of their units, colleges or of the Jackson College of Graduate Studies, which are consistent with the university Copyright Policy. For example, students who copyright their theses or dissertations must grant the university rights to reproduce and distribute copies of their works in accordance with the policies of the university.

J.2.2 COPYRIGHT POLICY

From the Regional University System of Oklahoma (RUSO)

***Policy-** Ruso recognizes and encourages its faculty, staff, and students to participate in creative and scholarly activities as an inherent part of the educational process. It is the broad policy of the Board to promote creativity and scholarly activities and to expand the frontiers of human attainment in those areas to which the pursuits of the senior regional universities are dedicated.*

***Basic Objectives-** Copyrights are created by the Constitution and the laws of the United States to promote the progress of science and the useful arts by securing for limited times to authors the exclusive rights to their works and writings. The basic objectives of the Board policy concerning copyright include the following:*

- A. To maintain the broad academic policy of encouraging research and scholarship as such without regard to potential gain from royalties or other income;*
- B. To make copyrightable materials created pursuant to university objectives available in the public interest under conditions that will promote their effective utilization;*
- C. To provide adequate incentive and recognition to faculty and staff through proceeds derived from their works.*

J.2.3 COPYRIGHT DISTRIBUTION

- A. Under the Copyright Revision Act of 1976, 17 U.S.C. § 101 et seq. (1976),*

works of original authorship are protected by copyright from the time they are fixed in a tangible medium of expression, now known, or later developed.

- B. All RUSO personnel, in accordance with the Board policy and basic objective of promoting creative and scholarly activities, are free to develop, create, and publish copyrightable works.*
- C. Copyrighted works produced by the RUSO faculty and staff are the property of the creator of that work. All rights afforded copyright owners under §106 of the Act reside with the creator unless he/she has assigned or licenses any of the enumerated rights. Decisions relative to registering of these works with the Copyright Office are left to the individual creator.*
- D. Copyright in works specifically commissioned by the university under 201 (b) of the Act shall belong to the university. As copyright owner, the university shall make decisions relative to registering commissioned works. Royalties for university-commissioned copyrighted works may be shared by the university and the creator(s) of the work. The terms of any grant or contract relative to royalties shall take precedence over this policy should there be a conflict between them. Disputes arising over royalty sharing for university-commissioned works shall be referred to the general counsel for the Board.*
- E. Works produced under a specific contract or grant agreement between the university and a governmental or other agency or organization are subject to the terms of the grant or contract for purposes of copyright. If copyright ownership is not specified, such rights shall reside in the creator.*
- F. Where university service units (such as a media production department) are involved with the production of a substantially completed copyrightable product, royalties shall be distributed between the copyright owner, i.e., faculty or staff creator, and the university as provided for in a written agreement concluded prior to work being done.*

However, in those instances in which a written agreement has not been finalized prior to the completion of the copyrightable product, the standard distribution of royalties will be provided to creator with 50 percent of the net income when mass production and distribution are accomplished by the university; 50 percent of the gross income when mass production and distribution are accomplished by an outside entity. If this standard is unacceptable to either party, the matter shall be referred to the university president. (Section 5.13.2 RUSO)

J.3. SECTION III. TECHNOLOGY-MEDIATED INSTRUCTION

The success of our university hinges greatly on the intellectual capacity and creativity of our faculty, staff, and students. Education has endeavored to incorporate technology in the development and delivery of courses to students uninhibited by physical location. Technology-mediated instruction is an emerging area that the University of Central Oklahoma embraces and

must support both on our campus and as a gateway to distance education for our students. The creation of courseware by private sector entities or other public universities offers the prospect of the loss of tuition and formula funding vital to the University of Central Oklahoma. The university's intellectual property management process recognizes the principle of the rights of authors to their works.

J.3.1 APPLICATION

This regulation shall be applicable only to copyrightable materials which are technology-mediated materials developed to facilitate and support technology-mediated instruction.

J.3.2 DEFINITIONS

For the purposes of this regulation, the following terms are defined as follows:

- A. Technology-Mediated Instruction: Instructional activities that use technological innovation in the development and delivery of course content to students whether in a traditional setting or through distance education.
- B. Technology-Mediated Materials: Materials and the intellectual property rights on such materials that are copyrightable works developed to facilitate and support the instructional delivery of course content through technology-mediated instruction.
- C. Institutional works or works-for-hire: Copyrightable works created as institutional rather than personal efforts, that is, created for institutional purposes in the course of the creators' employment, including but not limited to simultaneous or sequential contributions over time by numerous faculty, staff, or students.

J.3.3 OWNERSHIP RIGHTS

The University of Central Oklahoma recognizes the essential role distance education plays in furthering the interests of the university. Accordingly, the university will adopt a rule, guidelines and/or procedures governing, facilitating, and promoting distance education on its campus, with the following requirements:

- A. The guidelines shall assure that the faculty or the developing employee owns technology mediated materials, except for certain limited exceptions, as outlined below.
- B. All distance courses should have a signed intellectual property agreement before any work is created.

- C. The Intellectual Property Office is responsible for developing the guidelines for determination of the conditions for partial ownership in the university, only to the extent that the university asserts ownership.

Furthermore, copyrightable works that are not works for hire but are works that are developed in the course of or resulting from research supported by a grant or contract with the federal government (or an agency thereof) or a nonprofit or for-profit nongovernmental entity, or by a private gift or grant to the university, shall be determined in accordance with the terms of the sponsored grant or contract, or in the absence of such terms and to the extent consistent with copyright law, shall be owned by the university component administering the grant or contract.

J.3.4 AGREEMENT

It is the responsibility of the creator to notify the university of the initiation of technology-mediated instruction. The university shall adopt a standard agreement form that can be modified as needed to meet the interests of all parties in accordance with the conditions set forth in the preceding section (Ownership Rights). The agreement shall address issues of royalties or other benefits accruing from ownership of the intellectual property and provide terms regarding:

- A. identification and disposition of issues surrounding potential competition between the author and the institution for use of the work;
- B. how the rights to develop derivative works are assigned;
- C. how the work products can be used by the author or institution;
- D. how income derived from the work products will be allocated;
- E. consideration given to the creator of the courseware if the institution assigns another faculty member teaching responsibilities using the courseware;
- F. terms specifying which parties have rights to prepare derivative works; and
- G. how long and under what circumstances may the university reuse the work.

J.3.5 OUTSIDE EMPLOYMENT

Courseware and materials developed for an external vendor or contractor must be reported through the normal approval process for outside employment as delineated in the Faculty Handbook.

J.3.6 INCENTIVES FOR DEVELOPMENT

To encourage technology-mediated instruction, the university may develop incentives such as: reassigned time from other duties; training and development in the use of new technologies, techniques or fields of study; positive effects on merit salary increases; and promotion/tenure decisions resulting from excellence in performance.

**J.4 SECTION IV. PATENT POLICY
J.4.1 MANAGEMENT OF INVENTIONS**

Inventors shall be permitted maximum freedom with respect to their inventions, consistent with any obligations to the university. All university employees are required to abide by their obligations and those of the university under research agreements with sponsors.

J.4.2 OWNERSHIP

- A. An invention resulting from activities related to an individual's employment responsibilities and/or with support from university-administered funds, facilities, or personnel shall be owned by the university.
- B. An invention unrelated to an individual's employment responsibilities that is developed on his or her own time without university funds or significant use of university facilities is not owned by the university.
- C. Ownership of an invention developed in the course of or resulting from research supported by a grant or contract with federal government (or an agency thereof) or a nonprofit or for-profit nongovernmental entity, shall be determined in accordance with the terms of the sponsored grant or contract, or in the absence of such terms, shall be owned by the university.
- D. Present and prospective employees of the university shall, upon request by the IPO to perfect intellectual property rights, execute an invention assignment agreement in a form prescribed by and available from the IPO to set forth effectively the ownership and rights to inventions. Executed invention assignment agreements shall be maintained in the respective department office, and by the Office of Employment Services, in the employee file.

J.4.3 DISCLOSURE, ASSIGNMENT AND PROTECTION

- A. All persons whose inventions result in partial or full ownership of the university shall promptly disclose through their dean to the IPO any invention covered by this regulation, including those made under sponsored research or cooperative arrangements. Disclosure shall be made on a disclosure form prescribed by and available from the IPO. Such persons shall cooperate with the university and the IPO in protecting intellectual property rights in the invention, to the best of their ability. If the university decides to patent or seek other available protection for the invention, it shall proceed through the IPO.
- B. All inventors shall execute appropriate assignment and/or other documents required to set forth effectively the ownership and rights to inventions.
- C. In those instances where the inventor perceives that delay would jeopardize obtaining the appropriate protection for the invention, the inventor may request that the university expedite its decision as to whether or not it shall proceed to file a patent application or take other steps to obtain available protection.
- D. Any invention covered by this regulation, including those made under sponsored research or cooperative arrangements shall be disclosed to the IPO prior to public disclosure in a submission of a paper for publication or a grant application.

J.4.4 NEGOTIATION AND EXECUTION OF LICENSE AGREEMENTS FOR INVENTIONS

- A. License agreements granting to a third party the right to use, develop, or otherwise commercialize university-owned inventions are encouraged. The IPO has primary responsibility for negotiating with parties having an interest in such activities, on behalf of and in close coordination with the departments administering the research from which the invention was developed.
- B. Any agreement to license or transfer ownership of university-owned inventions must be approved by the IPO.
- C. Priority for licensing university owned inventions shall be given to student and/or faculty originated ventures.
- D. All licensing agreements granting to student and/or faculty originated ventures

exclusive license to university owned inventions shall provide for a fair-market royalty payable to the university, and at the option of the IPO an ownership interest in the venture to which the license is granted subject to the provisions of paragraph J.4.7.

J.4.5 SOFTWARE AS PATENTABLE SUBJECT MATTER

In recent years, the US Patent and Trademark Office has determined that software which meets certain technical and legal criteria may be patentable. In the case that software originally disclosed as a copyrightable work subsequently is determined to be patentable subject matter, and the university chooses to seek patent protection for the software, then such software shall be managed under this regulation as an invention.

J.4.6 PATENT POLICY

From the Regional University System of Oklahoma (RUSO) Policy

It is in the best interests of the Board and the State of Oklahoma to encourage faculty and staff members of the Universities to undertake creative endeavors and to receive recognition therefrom. The individual or individuals, including faculty, staff, students, and adjunct faculty, who make the discoveries or inventions which become the property of the university under this Policy will share in income derived by the university from the marketing of such inventions and patent rights based thereon according to such terms as the president of the university shall direct. As provided for in the paragraph below, discoveries or inventions made or created by employees, faculty, students, and staff of the university will become the property of the university. Any and all benefits accruing to the university and derived from such discoveries or inventions will be used to further the research enterprise of the university. The university, through its president, or an officer of the university designated by the president, may recognize the contract with patent service organizations, such, for example, as university patents, inc., or research corporation, in regard to obtaining, maintaining and marketing of patent rights (domestic and foreign) based on discoveries or inventions which are or shall become the property of the university pursuant to this policy. It is not contemplated that this patent policy shall extend to and include questions of copyright ownership.

Inventions and Patents

All discoveries or inventions, whether patentable or unpatentable, and including any and all patents (domestic and foreign) based thereon and applications for such patents, which are made or conceived by any member of the faculty, staff, or student body of the university, either in the course of employment by the university or substantially through the use of facilities or funds provided by or through the university shall be the property of the university; and all rights therein shall be assigned, licensed, or otherwise commercially exploited as directed by a duly authorized officer of the University, who shall be designated by the president of the University (Section 5.13.1, RUSO).

J.4.7 OKLAHOMA TECHNOLOGY TRANSFER ACT OF 1998 (HB 680, 681)

Establishes a policy regarding: use of University facilities for conducting research to develop or refine a product, process or idea in cooperation with a private business entity—to market the above for profit;

- investment of value in private business entities, or the receipt of royalty income from same, based on research and development on University premises; and
- the extent to which faculty and students may acquire property interests in technology developed at the University or with the assistance of same, or a property interest in the revenues derived by the sale, marketing, licensing or other disposition of technology by University or private business conducting research or development on campus or with assistance of employees.

Establish policies to:

- encourage development of a product, process or idea and encourage universities to promote development of same in the following areas of technology: medical, biological, energy, telecommunications, chemical and industrial, and others unspecified;
- develop a system for recording the nature of research being conducted and the results of research with potential for protection under the intellectual property laws of the U.S.; and
- develop an accounting system for the above research and development.

The Board of Regents for each of the institutions may own an equity interest in a private business if the equity interest comes from an exchange of value other than money. Acquisition of an equity interest is permissible through the use of facilities, premises or assets of the University, including faculty or student expertise and/or time. No state appropriated monies shall be used to acquire an ownership interest in a private business.

J.5 SECTION V. DISTRIBUTION OF INCOME FROM COPYRIGHTABLE WORKS OR INVENTIONS

All monetary proceeds from commercialization of any copyrightable work owned by the

university, including royalties, equity interests, and dividends, are the property of the university component from which the work emerged. Although the university owns all income received from commercialization of copyrightable works and inventions, nonetheless, it will share the income with the author/creator as follows:

J.5.1 ROYALTY SHARING POLICY FOR INTELLECTUAL PROPERTY

The table set forth below shall govern the division of all net income (gross royalties and other income minus administrative, licensing, legal and other related expenses as well as payments to other entities as may be required by the University's agreements with those entities) resulting from copyrightable works to which the University has elected to take title.

| | Amounts Received |
|--|------------------|
| Creator(s) | 30% |
| Creator's (creators') department | 30% |
| The creator(s) may direct the use of half of the department's share so long as he/she/they remain at University of Central Oklahoma. | |
| Office of Research & Sponsored Programs | 20% |
| E & G Fund | 20% |
| Total | 100% |

J.5.2 EXPLANATORY NOTES

- A. Definition of "Creator": As used in this appendix "creator" means, for a copyrightable work, the person(s) who have made substantial creative or authorship contributions. Persons whose work product is owned by the university as work-for-hire under the copyright law generally are not entitled to royalties under this policy, but may be given a share of royalties if the IPO determines that they have made an unusually significant creative contribution to the work.
- B. Definition of Royalties and Other Income: The determination of what constitutes "royalties" and "other income" within the meaning of this policy rests within the discretion of the university. For example, equipment or funding for support of research received by the university shall not constitute "royalties" or "other income" under this policy.

- C. Recovery of Institutional Development Costs: Where it is anticipated that application of the formula set forth above would not result in the recovery of development costs advanced by the university, the creator's (creators') share may be reduced, and the university's share may be increased, to assure reimbursement of such costs.
- D. Use of Office of Research & Sponsored Program's (ORSP) Share, Capitalization of Income: The ORSP share will be used to support the university's technology transfer efforts, research (including construction or renovation of laboratories or other research facilities), and/or innovative teaching programs, and/or on-campus grants.
- E. Use of E & G Share: The E & G share will be used to support the university's technology transfer program and/or to establish a fund which will provide support for research and innovative teaching programs at the university. Before distributions for research and teaching programs are made from this fund, the criteria for allocation will be made public.

J.5.3 ALLOCATION AND DISTRIBUTION OF INCOME

- F. Distribution of Departmental Share: Upon approval of the dean and chief academic officer the distribution of the departmental share may be altered to fit the particular organizational structure of a college.
- G. Allocation Among Creators: For copyrightable works, the dean shall distribute the creators' share among creators.
- H. Retention of Creator's (Creators') Share by University: Creator(s) may always arrange for his/her/their personal share(s) to be retained by the university, e.g., to support his/her/their research.
- I. Payments After Creator(s) Leave University: The creator's (creators') share will continue even though the individual(s) may have left the university.
- J. Disposition of Share Allocated to Creator's (Creators') Laboratory if Creator(s) Relocate: If a portion of the department's share under the creator(s)' control is allocated to the creator's (creators') laboratory or similar facility, that portion will normally follow the creator if he/she transfers to another part of the university. However, it will not follow the creator if he/she leaves the university.

- K. Disposition of Department's Share if Creator(s) Relocate: The department's share not allocated to the creator's (creators') laboratory or similar facility will ordinarily continue to be paid to the department where the creation was made even if the creator has moved to another department or to another institution. However, the dean may recommend alternate treatment if it is warranted.
- L. Allocation of E & G Income: In E & G, the appropriate vice president shall determine how the shares will be allocated.
- M. Works Developed with Significant Use of Resources and Commercialized by the IPO on Behalf of the University: In cases where the university has requested that the IPO conduct the commercialization or distribution of the copyrightable work on behalf of the university, the distribution of income shall be made in accordance with steps outlined above.
- N. Works Developed with Significant Use of Resources and Distributed by the University Component: In cases where the university component conducts the commercialization or distribution of the copyrightable work, the distribution of income shall be as follows: fifty percent (50%) to the university component and fifty percent (50%) to the author. In some cases, the university may wish to be reimbursed for the use of resources instead of owning a share.
- O. Multiple Authors/Distribution: In the event of multiple authors, the authors will agree among themselves as to the distribution of the income accruing to the authors; distribution of the authors' share(s) shall be made only upon receipt of a signed agreement between the authors. In the event that an author is a joint employee of two or more components, or in the event that authors represent two or more components, the components will agree as to the distribution of the income accruing to the components, considering such factors as annualized FTE by component and relative contributions of the authors to the work.

J.5.4 USUAL DISTRIBUTION METHODS FOR LICENSE INCOME

The following standard procedures shall be followed for income received for a single invention/case:

- A. Each inventor receives equal shares of the inventor's (inventors') portion, unless

all inventors agree otherwise. A deviation from the policy of equal sharing requires a written agreement of all.

- B. If multiple patent applications and patents deal with a single invention/case, each inventor's share shall be determined by a weighted distribution based on the number of U.S. patents/applications on which each inventor appears (only the U.S. patents/applications that are active on the date payment is due are considered). Because new patent applications may be filed over several years or applications may be abandoned and thus inventors may be added or deleted, each inventor's share may change over time.
- C. If the inventor(s) leaves the originating laboratory/department and establishes his/her (their) own laboratory/department within the University of Central Oklahoma, he/she (they) may request a portion of the laboratory/department share be made available to the inventor's (inventors') new laboratory/department. Decisions on such requests will be made by the department chair/school director and the intellectual property committee.
- D. If all inventors leave the University of Central Oklahoma, the "laboratory/department share" reverts to the originating department – it does not follow the inventors to a new institution.
- E. An inventor may waive his/her personal share and direct the money to his/her laboratory/department for support of research, provided IRS requirements are met.
- F. If there are no "inventors" – i.e., the invention is a work-for-hire or the result of a project in which there is prior agreement that contributors will not receive any personal share of income – the inventors' share is added to the laboratory/department share.

NOTE: If the inventors disagree regarding the sharing among inventors, any one of the inventors may request that the director of IPO work with the inventors to "broker" an agreement. If that fails and any inventor wishes, he/she may appeal to the intellectual property council. Any such appeal shall only apply to as yet undistributed income and future income.

The following variation to the above shall apply when more than one invention/case is included in a license agreement:

- A. Ordinarily, each invention/case included in a license shall be considered of equal value. Absent any objection from the inventors prior to the distribution of income, license income not specifically linked to an invention/case will be equally divided among all inventions/cases included in the license.
- B. If the IPO determines that the inventions/cases should have unequal value, they will notify those individuals identified as inventors at that point in time. Absent any objection from the inventors prior to the distribution of income, license income not specifically linked to an invention/case will be divided among the inventions/cases according to that determination.
- C. If all the inventors of all the inventions/cases included in a license agree upon the relative value of those inventions/cases, income from that license will be allocated according to that valuation.
- D. At such time as income is clearly attributable to individual inventions/cases (e.g., when the product being sold only uses one invention), income shall be allocated to the inventions/cases actually generating the income.
- E. If any of the inventors disagrees with the above, he/she may appeal to the IPO. Any such appeal shall only apply to allocation of income received after the appeal unless the appeal is made within thirty days of the inventors being notified of the license agreement and the planned valuation of the inventions/cases.

The above procedures supplement the Royalty Sharing Policy for Intellectual Property. For situations not specifically covered in the policy or these procedures, IPO shall use their best judgment and may consult with department chair/school director(s), deans, or the chief academic officer as they deem necessary.

J.5.5 DISTRIBUTION OF INCOME FROM COMMERCIALIZATION AND FRANCHISING

J.5.5.1 DISTRIBUTION OF INCOME FROM INVENTIONS

Although the university owns inventions that it commercializes, nonetheless, it will share the income with the inventor as follows:

1. Deduct the costs of obtaining legal protection for the invention, including costs associated with disclosure, filing, prosecution, and government fees, to arrive at

“adjusted income” (when such costs are not provided from other sources). When there is no adjusted income after deduction of costs, see Guaranteed Minimum to Inventor(s) in paragraph 3 below.

2. Deduct fifteen percent (15%) from adjusted income. This deduction is directed toward covering the expenses (excluding patent expenses as indicated in paragraph 1) for administering the IPO.
3. Distribute the remaining adjusted income as follows: fifty percent (50%) to the inventor(s) and fifty percent (50%) to the university department administering the research from which the invention was developed. If there is no adjusted income after deduction of costs in Step 1, or when the inventor’s (inventors’) portion of the adjusted income is less than 20% of the gross income, the inventor(s) will receive an amount equal to 20% of the gross. Under these circumstances, the inventor’s (inventors’) share will be subtracted from gross income and any adjusted income will be distributed fifteen percent (15%) to the IPO and the remainder to the university department from which the discovery or invention originated. When the inventor’s (inventors’) portion of adjusted income is equal to or greater than 20% of gross income, the distribution will be as described in steps 2 and 3 above.

In the event of multiple inventors, the inventors will agree among themselves as to the distribution of the income accruing to the inventors; distribution of the inventors’ share shall be made only upon receipt of a signed agreement between the inventors. In the event that an inventor is a joint employee of two or more organizations, or in the event that inventors represent two or more organizations, the university will agree as to the distribution of the income accruing to the university, considering such factors as annualized FTE and relative contributions of the inventors to the work.

J.5.5.2 EQUITY AND OTHER NON-MONETARY RETURNS

The university or its components may negotiate, but shall not be obligated to negotiate for equity interests in lieu of, or in addition to, royalty and/or monetary consideration as a part of an agreement relating to inventions.

Inventors and authors may receive up to fifty percent (50%) of any equity or other non-monetary consideration received by the university under this section. However, the university may choose to receive the consideration under terms that restrict its ability to sell, distribute or otherwise deal with the equity interests. In such cases, any restrictions on the university's interest shall be equally applicable to the interest of the inventor, unless waived or varied in writing and signed by the president and the inventor.

Neither the university nor any component thereof acts as a fiduciary for any person concerning equity or other consideration received under the terms of this regulation.

J.5.5.3 TRADEMARKS

In most situations, a trademark identifies an item of intellectual property, such as a computer program or a plant variety. In other situations, a trademark identifies an educational, service, public relations, research or training program of the university. The university owns all right, title and interest in trademarks related to an item of intellectual property owned by the university, or to a program of education, service, public relations, research or training program of the university. All income from the licensing of a trademark shall belong to the university, as applicable.

For purposes of management of the asset, tangible research property shall be managed as an invention with distribution of income from the distribution or commercialization of such tangible research property made in accordance with paragraph 7.1.

J.5.5.4 TANGIBLE RESEARCH PROPERTY

The university owns all right, title and interest in tangible research property related to an individual's employment responsibilities and/or developed with support from university-administered funds, facilities, equipment or personnel.

J.5.5.5 PROVISIONS FOR RELEASE OF RIGHTS TO INVENTORS AND AUTHORS

The university may release to the inventor(s) its rights to an invention, and the university may release its rights to a copyrightable work, with the following provisions.

1. The university shall retain a perpetual, royalty-free license to use the invention or copyrightable work, and any corresponding patents or copyrights, for research, education and service purposes.

2. The university shall receive a share of all proceeds generated from commercialization of the invention or copyrightable work after the inventor or author has recovered documented out-of-pocket costs for obtaining legal protection for the invention or copyrightable work, the amount of such share to be negotiated at the time of the release.

J.5.5.6 GIFTS OF INTELLECTUAL PROPERTY

If an individual chooses to offer to the university certain intellectual property in which the university has no claim, the university may accept ownership of the intellectual property provided that:

- A. the individual makes the offer as if the intellectual property had been created within the university;
- B. the individual agrees to all provisions (including distribution of income provisions) of this university policy; and,
- C. the individual warrants that he or she owns all right, title and interest to the intellectual property, and that to the best of his or her knowledge, the intellectual property does not infringe upon any existing copyright or other legal rights.

The deans of the university colleges shall advise the IPO of all such offers and may request a recommendation from the IPO regarding acceptance or rejection of the offers and for patenting and commercialization by the university.

Should the university agree to accept the offer of intellectual property, the individual will execute an assignment agreement transferring all right, title, and interest in the intellectual property to the university and acknowledging that the individual agrees to all provisions of this regulation such agreement's available from the IPO. In cases in which the individual has already expended funds toward obtaining patent or other legal protection for the invention, the individual and the university may negotiate terms to allow recovery of legal and/or patent expenses from license fees and/or royalty income. Such an agreement would modify normal royalty sharing provisions until such expenses are recovered by the party entitled to recovery of the expenses.

The university may accept charitable donations of intellectual property from governmental or private organizations. Upon the transfer of title in the intellectual property to the university, the intellectual property will be managed in accordance with this regulation.

J.6 SECTION VI. CONFLICT OF INTEREST

These guidelines state university policy and procedures regarding financial conflicts of interest in relation to sponsored activities involving research, education, and services. Their purpose is to protect the credibility and integrity of the University of Central Oklahoma's faculty and staff in order that the public trust and confidence in all sponsored activities is ensured.

Regulations require that principal investigators disclose to a designated university official certain significant financial interests that would reasonably appear to be affected by the proposed sponsored activity. These disclosures must be submitted at or before the time of submission of the proposed application for funding. Based on the disclosed information, the university is held responsible for determining whether a conflict of interest exists.

A potential conflict of interest exists when there is a divergence between an individual's private interests and his or her professional obligations to the university, such that an independent observer might reasonably question whether the individual's professional actions or decisions are determined by considerations of personal gain, financial or otherwise. An actual conflict of interest depends on the situation and not on the character or actions of the individual.

When a conflict is identified, the university is required to develop and implement a plan to manage, reduce, or eliminate the conflict of interest prior to any expenditure of funds on the grant, contract, or cooperative agreement.

The university must also comply with certain reporting requirements to the sponsoring agency related to the existence of conflicts and those conflicts which cannot be resolved and maintain records of financial disclosures and actions taken as part of the project's history in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (located in Title 2 of the Code of Federal Regulations). In addition, the guidelines require that all financial disclosures be updated during the award period, either on an annual basis or as new significant financial interests are discovered. The final component of the required policy is to establish adequate enforcement mechanisms and to provide sanctions where appropriate.

J.6.1 DEFINITIONS

The term investigator means the principal investigator, co-principal investigator, and

any other person at the institution who is responsible for the design, conduct, or reporting of a sponsored activity funded or proposed for funding by an external sponsor.

Sponsored activities include research, education, service, and training activities funded by an external sponsor.

Equity interest means any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value.

A significant financial interest (42 CFR 50.603) is defined as anything of monetary value received directly or indirectly by the investigator or investigator's immediate family (spouse or dependents) that, when aggregated, exceeds \$5,000.

The monetary value can include, but is not limited to:

- A. salary, or other payments for services such as consulting fee and honoraria;
- B. with regard to any publicly traded entity, any remuneration received from such entity in the twelve (12) months preceding the disclosure and the value of any equity interest in such entity as of the date of disclosure that, when aggregated, exceeds \$5,000;
- C. with regard to any non-publicly traded entity;
 - a. any remuneration received from such entity in the twelve (12) months preceding the disclosure that, when aggregated, exceeds \$5,000, or
 - b. any equity interest regardless of value;
- D. intellectual property rights such as patents, copyrights, and royalties from such rights have been received; or

Significant financial interests do not include:

- A. salaries, royalties, or other compensation from the applicant's institution;
- B. income from investment vehicles (mutual funds or retirement account that are not managed directly by the individual);
- C. income for seminars, lectures, or teaching engagements sponsored by public or nonprofit entities;
- D. income from service on advisory committees or review panels for public or nonprofit entities; or
- E. travel that is reimbursed or sponsored by a Federal, state, or local government

agency, including an institution of higher education, or

- F. salary, royalties, or other payments that when aggregated for the investigator and the investigator's spouse and dependent children over the next 12 months are not expected to exceed \$5,000.

J.6.2 POLICY

It is the policy of UCO that the investigator(s) must disclose any significant financial interests that would reasonably appear to directly or indirectly and significantly affect the design, conduct, or reporting of sponsored activities funded or proposed for funding by an external sponsoring agency.

J.6.3 DISCLOSURE REQUIREMENTS

Investigators must file disclosures of significant financial interests and any required documentation to the designated university official prior to submitting proposals to an external sponsoring agency.

A Disclosure of Potential Conflict of Interest Form (sample attached) has been developed for this purpose. This disclosure will be treated as confidential information and used only for compliance with federal regulations regarding conflicts of interest.

Records of investigator(s) financial disclosures, any required documentation, and actions taken to manage conflicts of interest shall be retained for three years following the termination or completion of the award to which they relate or the resolution of any government action involving those records, whichever is longer.

J.6.4 DISCLOSURE REVIEW

Disclosures shall be reviewed by the designated university official prior to submitting the proposal or in cases where the grant or contract has already been awarded prior to initiating expenditures from grants, contracts, or cooperative agreements awarded by the sponsoring agency. The designated university official will determine whether a conflict of interest exists and how such conflicts may be managed, reduced, or eliminated.

In cases where conflicts of interest are identified, the designated university official will have the responsibility for developing a plan, acceptable to both the investigator and the university, to manage, reduce, or eliminate the conflict of interest. No funds will be expended prior to the development of this plan. For new conflicts that arise during an active grant or contract, an acceptable plan must be developed within 30 days.

J.6.5 RESOLUTION

Examples of conditions or restrictions that may be imposed to manage, reduce or eliminate a potential conflict of interest include but are not limited to:

1. public disclosure of significant financial interests;
2. monitoring of sponsored activities by independent reviewers;
3. modification of the sponsored activity plan;
4. disqualification from participation in all or a portion of the sponsored activity;
5. divestiture of significant financial interests; or
6. severance of relationships that create actual or potential conflicts of interest.

If the designated university official determines that imposing the above referenced conditions or restrictions would either be ineffective or inequitable, and that the potential negative impacts that may arise from a significant financial interest are outweighed by interests of scientific progress, technology transfer, or the public health and welfare, then the designated university official may recommend that, to the extent permitted by federal regulations, the sponsoring activity go forward without imposing such conditions or restrictions.

The approved resolution plan shall be documented in writing, detailing the conditions or restrictions imposed upon the investigator(s) in the conduct of the sponsored activity or in the relationship with the business enterprise or entity.

In accordance with specific agency regulations, the designated university official will notify the agency in writing of all identified conflicts of interest, including those which the university is unable to satisfactorily manage, reduce, or eliminate. Additional reports or information required by the agency involved will be provided.

J.6.6 ENFORCEMENT

The designated university official shall be responsible for determining and implementing sanctions on investigators who have violated this policy in terms of a conflict of interest resolution. The investigator shall be notified in writing of the recommended sanctions within 30 days. If the sanctions involve a recommendation of termination of employment, the university academic termination procedures will be invoked. The university must take action appropriate for the seriousness of the violation, including, but not limited to, one or more of the following, subject to existing university policies for institutional disciplinary action:

1. termination;
2. removal from particular activity;
3. special monitoring of future work;
4. letter of reprimand; and
5. probation for specified period with conditions specified.

The university shall follow federal regulations regarding the notification of the sponsoring agency in the event an investigator has failed to comply with this policy. The sponsor may take its own action as it deems appropriate, including the suspension of funding for the investigator until the matter is resolved. Individuals may appeal the judgment and/or the sanction. A written statement of the grounds for the appeal must be submitted to the president within 30 days of written notification of the sanctions. Grounds for appeal include, but are not limited to,

1. previously unconsidered material evidence;
2. sanctions not commensurate with the finding; and
3. failure to follow the prescribed process.

Upon receipt of a written appeal, the president will evaluate the evidence and make a determination. The president will open an investigation if the previously unconsidered material evidence so warrants and may open an investigation if circumstances so dictate. The president's decision will be conveyed to all involved in a timely fashion but must be conveyed within 30 days. In the case of termination, the appropriate university policies on termination for cause shall be followed.

J.6.7 CERTIFICATION

The principal investigator must verify that he or she has disclosed all potential conflicts of interest and all other pertinent information by signing a certification statement. The statement is as follows:

“I certify that I have read and understand the University of Central Oklahoma's policy on conflict of interest. I have made all financial disclosures; and I will comply with the policy and any conditions or restrictions imposed by the university to manage, reduce, or eliminate actual or potential conflicts of interest.”

The designated university official must also certify on behalf of the university that the institution has implemented and is enforcing a written policy on conflicts of interest. The statement for the designated university official is as follows:

The designated university official certifies that all financial disclosures required by the conflict of interest policy were made and that actual or potential conflicts of interest, if any, were or prior to funding the award, satisfactorily managed, reduced or eliminated in accordance with the institution's conflict of interest policy or disclosed to the agency involved.

J.7 SECTION VII. CONFLICT RESOLUTION
J.7.1 CONFLICT RESOLUTION PROCEDURE

In case of a dispute arising over the application of this policy and the ownership of copyrights, either party of the dispute (the university or the author/s) may submit a written request to the chief academic officer for a meeting of the Intellectual Property Committee (IPC) within 30 days of identification of the dispute.

Upon receipt of a request for a meeting, the chief academic officer shall refer the matter to the Intellectual Property Committee (IPC) consisting of:

1. UCO's general counsel;
2. chief information technology officer;
3. associate vice president for academic affairs;
4. one faculty member from each of the five academic colleges to be elected by the college faculty;
5. one representative from the Office of Research & Sponsored Programs;
6. one faculty senate representative; and
7. one AAUP representative.

The chairman of the Intellectual Property Committee will be elected by the committee.

Within 30 days of the chief academic officer's request, the IPC will review the facts in meetings open to observers and formulate a recommendation for resolution of the dispute to the chief academic officer. The decision of the chief academic officer will be final. The chief academic officer will render a determination within 30 days of receipt of the IPC recommendation or the university will relinquish rights to ownership of the disputed copyright.

J.8 SECTION VIII. APPENDICES**APPENDIX J-A****J.A.1 SAMPLE INTELLECTUAL PROPERTY DISCLOSURE
FORM-COPYRIGHT**

Faculty, Staff and/or Student Disclosure is required only if the Intellectual Property is of the type in which the university has an interest according to this policy.

1. Descriptive title of the intellectual property. (Please Type)
2. Describe the intellectual property. If needed, attach additional sheets. If the intellectual property is described in a manuscript that is being prepared for publication, indicate when it will appear in print.
3. If this intellectual property was extramurally supported, provide the name and type of agency and contract number(s).
4. When was the intellectual property conceived?
5. Please provide details for information about this intellectual property that have been revealed in grant proposals or research agreements.
6. Have abstracts or manuscripts been submitted for publication?
7. Were substantial university resources used in the development of this intellectual property?
 _____ YES _____ NO
8. Full Name of Primary Investigator:

UCO I.D. Number: *

Furnish the following information for all collaborators on this intellectual property, include yourself:

Full Name:

Department:

Position or Title:

Work Address:

Home Address:

Phone Numbers: Work#

Home#

E-mail address:

Citizenship:

Signature & Date:

FOR IPO OFFICE USE ONLY

DATE RECEIVED:

DATE REVIEWED IPO COMMITTEE:

UCO INTEREST: _____ YES _____ NO NUMBER OF Authors:

RELEASED TO:

DATE RELEASED:

Date Entered:

(Duplicate this page if you have additional authors.)

Please forward this information to the *Intellectual Property Office, University of Central Oklahoma*
100 N. University Drive, Edmond, OK 3034-5209

APPENDIX J-B**J.B.1 SAMPLE INTELLECTUAL PROPERTY DISCLOSURE-PATENT**

This intellectual property disclosure is intended to identify a potentially patentable invention. It is not intended nor is it a full disclosure of the invention or its reduction to practice.

- A. Descriptive title of the intellectual property. (Please Type)
- B. Describe the intellectual property. If needed, attach additional sheets. Please include examples, drawings or other data supporting your intellectual property.
- C. Describe the prospective commercial use of the intellectual property and your best assessment of what companies or firms might be interested in the technology.
- D. If this intellectual property was extramurally supported, provide the name and type of agency and contract number(s). Identify and attach any contract-related progress reports.
- E. If the intellectual property was made with industrial sponsorship, please identify the sponsoring company and attach copies of all agreements executed with the company.
- F. If information or samples relating to this intellectual property have been provided to anyone outside the university, please provide all details and dates.
- G. When was the intellectual property conceived? Be prepared to furnish annotated copies of any written records that substantiate the conception date. Such records can include notebook entries, letters, reports, etc.
- H. When did any experimental work relating to the intellectual property first occur?
- I. Have you retained representative samples or products from the early experiment work?
- J. Be prepared to produce the notebooks and representative samples or products.
- K. Please provide details for:
 - Information about this intellectual property that has been revealed in grant proposals or research agreements.
 - Any presentations about this intellectual property, abstracts or manuscripts submitted for publication.

APPENDIX J-C

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST FORM

Name:
 Department:
 Project Title:
 Funding Agency:
 Principal Investigator (if not yourself):

All employees of the University of Central Oklahoma (principal investigators or project directors) responsible for designing, conducting, or reporting research for which the University of Central Oklahoma submits a new, renewal, or continuation application to an external agency for external funding must provide the following information. (NOTE: If you have previously submitted a Disclosure of Potential Conflict of Interest Form for this research project, you may attach a copy of the disclosure form and provide only such information as has changed.)

Do you, your spouse or dependent children have a significant financial interest, which would reasonably appear to be affected by the research for which you seek funding?

Yes___ No___

Do you, your spouse, or dependent children have significant financial interest in any business or legal entity whose financial interests would reasonably appear to be affected by this research?

Yes___ No___

If your answer to either question is "yes," you must also answer the following:

Please list all such significant financial interests, indicating the nature of each interest and its approximate monetary value: (use another sheet)

If I am the principal or co-principal investigator for this research project, I understand and agree that I must ensure that all persons responsible for the design, conduct or reporting of the proposed research complete this disclosure form. All required disclosure forms are attached.

I understand and agree that I must promptly file an update to this disclosure form if any of the information reported here should change materially.

I certify that I have read and understand the University of Central Oklahoma policy on Conflict of Interest, that I have made all required financial disclosures, and that I will comply with the policy and any conditions or restrictions imposed by the university to manage, reduce, or eliminate actual or potential conflicts of interests.

Signature:

Date:

Please Print Name and Title:

I, as the designated university official, certify that all financial disclosures required by the conflict of interest policy were made; and that actual or potential conflicts of interests, if any, were, prior to funding the award, satisfactorily managed, reduced, or eliminated in accordance with the university's conflict of interest policy or disclosed to the agency involved.

Signature:

Date:

Please forward this information to the *Intellectual Property Office , University of Central Oklahoma*
100 N. University Drive, Edmond, OK 73034-5209

APPENDIX J-D

J.D.1 SAMPLE WORK-FOR-HIRE AGREEMENT

[Note: Words contained in brackets indicate that you must choose among the alternatives listed, insert appropriate language, replace the given variable with another or, if the bracketed material is a note to you, like this one, remove the material. Be sure you have addressed all bracketed issues and removed all brackets before signing your agreement.]

WORK-MADE-FOR-HIRE AGREEMENT

Educational Course Materials

This agreement made the [dd] day of [mm], [yy], by and between [name of author] (“Author,” and if there is more than one author, then all of them collectively) and the University of Central Oklahoma (UCO), (“University”).

The Author and the University Agree that:

I. TITLE AND COPYRIGHT ASSIGNMENT

- A. Author and university intend this to be a contract for services and each considers the products and results of the services to be rendered by author hereunder (the “work”) to be a work made for hire. Author acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of university. Despite the fact that §101 of the Copyright Act defines the employer as the author when the work is a work-for-hire, for purposes of this agreement the term author means the creator of the work.
- B. If for any reason the work would not be considered a work-made-for-hire under applicable law, author does hereby sell, assign, and transfer to university, its successors and assigns, the entire right, title and interest in and to the copyright in the work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the work, and in an to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement

based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

- C. If the work is one to which the provisions of 17 U.S.C. 106A apply, the author hereby waives and appoints university to assert on the author's behalf the author's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, drawings or other visual reproductions or the work, in any medium, for university purposes.
- D. Author agrees to execute all papers and to perform such other proper acts as university may deem necessary to secure for university or its designee the rights herein assigned.

II. DELIVERY OF THE WORK

- A. The author will deliver to the university on or before [date] the completed work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the work) in form and content satisfactory to the university.
- B. If the author fails to deliver the work on time, the university will have the right to terminate this agreement and to recover from the author any sums advanced in connection with the work. Upon such termination, the author may not have the work published elsewhere until such advances have been repaid.

III. QUOTED MATERIAL

Inclusion of portions of other copyrighted works must not exceed fair use absent written permission from the copyright holder. Author will obtain such permissions at his or her own expense after consultation with the university and will file them with the university at the time the work is delivered. Any obligations associated with permissions will be the responsibility of the author.

IV. AUTHOR'S WARRANTY

The author warrants that he or she is the sole owner of the work and has full power and authority to make this agreement; that the work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The author will defend, indemnify, and hold harmless the university and/or its licensees against all claims, suits, costs, damages, and expenses that the university and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the university may withhold any sums due the author under this agreement.

V. CONSIDERATION

In consideration for delivery of the work in accordance with the provisions of this agreement, university shall pay author [amount].

VI. REVISIONS [CHOOSE ONE PARAGRAPH.]

The author shall retain the right to revise the work [at one year intervals] during the term of this agreement in accordance with academic standards. The author further agrees to update the work within ninety (90) days upon the receipt of a written request from the university. The provisions of this agreement shall apply to each revision of the work by the author as though that revision were the work being published for the first time under this agreement. In the event that the author is unable or unwilling to provide a revision within ninety (90) days after the university has requested it, or should the author be deceased, the university may have the revision made and charge the cost against sums due the author under Section 5 above, if any, and may display, in the revised work and in advertising, the name of the person or persons who perform the revision.

This paragraph has been deleted because the author's contribution is not a work expressing academic expertise requiring periodic review and revision.

VII. TERM AND TERMINATION

- A. This agreement shall remain in effect for [three (3)] years unless terminated earlier in accordance with this Section VII.

- B. In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this agreement shall terminate upon expiration of the sixty (60) day period.
- C. Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional three (3) year term, upon the same terms and conditions as set forth herein.

VIII. OPTIONS/CONTRACTS WITH THIRD PARTIES

Nothing contained in Section 7 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the university in the income resulting from such agreements.

IX. AMENDMENTS

The written provisions contained in this agreement constitute the sole and entire agreement made between the author and the university concerning this work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties

X. CONSTRUCTION, BINDING EFFECT, AND ASSIGNMENT

This agreement shall be construed and interpreted according to the laws of the State of Oklahoma and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the author and to the university shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

Printed name and Signature of Author:

Address:

The University of Central Oklahoma,
by Authorized Official and Title:

Address:

Please forward this information to the *Intellectual Property Office , University of Central Oklahoma*
100 N. University Drive, Edmond, OK 73034-5209

APPENDIX J-E

J.E.1 **SAMPLE RESEARCH AGREEMENT-TECHNOLOGY TRANSFER** (Collaborative Research - Jointly Owned Intellectual Property)

This Sponsored Research Agreement (the “agreement”) is made between the University of Central Oklahoma _____, (“university”), and _____, a corporation with its principal place of business at _____ (“sponsor”).

RECITALS

- A. University and sponsor are each pursuing research in the area of _____.
- B. Sponsor desires to collaborate with university and is willing to sponsor university’s research.
- C. Sponsor desires to obtain certain rights to patents and technology resulting from the research.
- D. University is willing to collaborate and to grant certain rights to patents and technology that result from the research collaboration.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the university and sponsor agree as follows:

- 1. **Effective Date.** This Agreement shall be effective as of _____ (the “Effective Date”).
- 2. **Research Program**
 - a. University will use its own facilities and its reasonable best efforts to conduct the research program described in Attachment A (“research program”) under the direction of _____ or [his or her] successor as mutually agreed to by the parties (the “principal investigator”).
 - b. The research program shall be carried out from the effective date through and including _____ (the “term”). The parties may extend the research program under mutually agreeable terms.

- c. Sponsor understands that university's primary mission is education and advancement of knowledge and the research program will be designed to carry out that mission. The manner of performance of the research program shall be determined solely by the principal investigator. The university does not guarantee specific results.
- d. Sponsor understands that university may be involved in similar research through other researchers on behalf of itself and others. University shall be free to continue such research provided that it is conducted separately and by different investigators from the research program, and sponsor shall not gain any rights via this agreement to other research.
- e. University does not guarantee that any intellectual property will result from the research program, that any resulting intellectual property will be free of dominance by the rights of others, including rights based on inventions made by other inventors in the system independently of the research program.

3. Compensation

- a. As consideration for university's performance, sponsor will pay the university an amount equal to its expenditures and reasonable overhead in conducting the research program subject to a maximum expenditure limitation of \$____. An initial payment of \$____ shall be made upon execution of this agreement, and subsequent payments shall be made as follows:
- b. Sponsor will make payments to The University of Central Oklahoma, referencing the principal investigator and research program title, to the following address: 100 N. University Drive, Edmond, Oklahoma 73034-5209.
- c. The principal investigator may transfer funds within the budget as needed without sponsor's approval so long as the scope of work under the research program remains unchanged. After termination in compliance with the provisions of Section 11, university will return to sponsor all uncommitted and unexpended funds.

- d. University shall retain title to all equipment purchased and/or fabricated by it with funds provided by sponsor under this agreement.

4. Communication and Reports

- a. Sponsor's designated representative for communications with the principal investigator shall be _____ or any other person sponsor may designate in writing to university and the principal investigator ("Designated Representative").
- b. The principal investigator will make up to _____ oral reports and one written report summarizing the work completed each year of the research program. The principal investigator shall also submit a comprehensive final report within one hundred twenty (120) days after termination of the agreement. The contract accountant will submit a financial report of related research program expenses within [_____ (____)] days after termination.

5. Publicity

Neither party will reference the other in a press release or any other oral or written statement in connection with the research program and its results intended for use in the public media, except as required by the Oklahoma Public Information Act or other law or regulation. The university, however, may acknowledge sponsor's support of the research program in scientific or academic publications or communications without sponsor's prior approval. In any permitted statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

6. Publication and Academic Rights

The principal investigator has the right to publish or otherwise publicly disclose information gained in the course of the research program. In order to avoid loss of patent rights as a result of premature public disclosure of patentable information, university will submit any pre-publication materials to sponsor for review and comment at least sixty (60) days prior to planned submission for publication. The sponsor shall notify university within thirty (30) days of receipt of such materials whether they describe any inventions or discoveries subject to the parties' rights under Section 8. University shall have the final authority to determine the scope and content of any publications.

University investigators may discuss the research program with other investigators for scientific or research purposes but shall not reveal information which is sponsor's confidential information under Article 7. If any joint inventions result from such discussion, university shall grant sponsor the rights set forth in Section 8, to the extent these are not in conflict with obligations to another party as a result of the involvement of the other investigator(s). In this latter case, university shall, in good faith, exercise reasonable efforts to enable sponsor to obtain rights to the joint invention.

7. Confidential Information

- a. The parties may wish to disclose confidential information to each other in connection with work contemplated by this agreement ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of the other party's confidential information to third parties for a period of three (3) years from receipt, provided that the recipient party's obligation shall not apply to information that:
 - i. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
 - ii. is already in the recipient party's possession at the time of disclosure;
 - iii. is or later becomes part of the public domain through no fault of the recipient party;
 - iv. is received from a third party having no obligations of confidentiality to the disclosing party;
 - v. is independently developed by the recipient party; or
 - vi. is required by law or regulation to be disclosed.
- b. In the event that information is required to be disclosed pursuant to subsection (vi), the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

8. Patents, Copyrights and Technology Rights

- a. Title to all inventions and discoveries made solely by university inventors resulting from the research program shall reside in university; title to all inventions and discoveries made solely by sponsor inventors resulting from the research program shall reside in sponsor; title to all inventions and discoveries made jointly by university and sponsor inventors resulting from the research program shall reside jointly in university and sponsor.
- b. University will disclose to sponsor any inventions or discoveries resulting from the research program as soon as possible after creation and reduction to practice. Sponsor shall notify university within thirty (30) days of receipt of disclosure whether:
 - i. Sponsor desires university to file patent applications on any invention, in which case sponsor shall reimburse all university patent application filing costs, including those for patentability opinions; or
 - ii. Sponsor desires to use its own patent counsel to file patent applications, in which case sponsor shall be directly responsible for patent application filing but shall obtain university's prior approval of counsel and of patent applications; or
 - iii. Sponsor does not desire that a patent application be filed in which case the rights to such invention shall be disposed of in accordance with university policies with no further obligation in sponsor.
- c. With respect to inventions for which sponsor has agreed to file patent application or to reimburse university's costs for filing patent applications, university grants sponsor an option to negotiate an exclusive or non-exclusive, worldwide, royalty-bearing license to make, use or sell under any invention or discovery owned wholly or partly by university and made or conceived and reduced to practice during the term of this agreement or within six (6) months thereafter and directly resulting from the research program. If sponsor elects an exclusive license, it will include a right to sublicense with accounting to university. Sponsor shall have three (3)

months from disclosure of any invention or discovery to notify university of its desire to enter into such a license agreement, and the parties shall negotiate in good faith for a period not to exceed six (6) months after that notification, or such period of time as to which the parties shall mutually agree.

- d. If sponsor and university fail to enter into an agreement during that period of time, the rights to such invention or discovery shall be disposed of in accordance with university policies with no further obligation to sponsor.
- e. Under university policy, university investigators own copyright in their scholarly works. Scholarly works resulting from the research program are not subject to the terms of this Section 8.

9. Liability

- a. Sponsor agrees to indemnify and hold harmless system, university, their regents, officers, agents and employees from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this agreement, including but not limited to the use by sponsor of the results obtained from the activities performed by university under this agreement; provided, however, that the following is excluded from sponsor's obligation to indemnify and hold harmless:
 - i. the negligent failure of university to substantially comply with any applicable governmental requirements; or
 - ii. the negligence or willful malfeasance of any regent, officer, agent or employee of university or system.
- b. Both parties agree that upon receipt of a notice of claim or action arising out of the research program, the party receiving such notice will notify the other party promptly. Sponsor agrees, at its own expense, to provide attorneys to defend against any actions brought or filed against the university, the university system, their regents, officers, agents and/or

employees with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed; and subject to the statutory duty of the Oklahoma Attorney General, the university agrees to cooperate with sponsor in the defense of such claim or action.

10. Independent Contractor

For the purposes of this agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

11. Term and Termination

- a. This agreement may be terminated by the written agreement of both parties.
- b. In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this agreement shall terminate upon expiration of the sixty (60) day period.
- c. Termination or cancellation of this agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, sponsor shall pay university for all reasonable expenses incurred or committed to be expended as of the effective termination date, including salaries for appointees for the remainder of their appointment.
- d. Any provisions of this agreement which by their nature extend beyond termination shall survive such termination.

12. Attachments.

Attachment A is incorporated herein and made a part of this agreement for all purposes.

13. General

- a. This agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that subject to the approval of university, which may not be unreasonably withheld, sponsor may assign this

agreement to any purchaser or transferee of all or substantially all of sponsor's assets or stock upon prior written notice to university, and university may assign its right to receive payments hereunder.

- b. This agreement constitutes the entire and only agreement between the parties relating to the research program, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.
- c. Notice required by this agreement by Articles 8, 9, or 11 shall be given by prepaid, first class, certified mail, return receipt requested. Notices and other communications regarding the day-to-day administration and operation of this agreement shall be mailed (or otherwise delivered), and addressed in the case of university or sponsor to: ATTN: (CONTACT PERSON), UNIVERSITY or SPONSOR, ADDRESS, CITY, STATE ZIP
- d. This agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

SPONSOR

University of Central Oklahoma

By:
Title:

By:
Title:

Please forward this information to the *Intellectual Property Office , University of Central Oklahoma*
100 N. University Drive, Edmond, OK 73034-5209