

ARTICLE 18
INTELLECTUAL PROPERTY

18.1 Policy. Section 1004.23, Florida Statutes, authorizes the University to establish regulations and policies regarding intellectual property. To the extent such regulations or policies affect an employee as defined in this collective bargaining agreement, they shall be consistent with the terms of this Collective Bargaining Agreement.

18.2 Definitions.

(a) Works. A Work is any copyrightable material that is fixed in any tangible medium such as printed material, computer software, code or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial works, graphic works, sculptural works, instructional works, traditional works of scholarship, or institutional works.

(1) Instructional Works are handbooks, syllabi, and study guides, whose primary use is related to an employee's instructional assignment.

(2) Traditional Works of Scholarship are Works such as scholarly publications, journal articles, research bulletins, monographs, textbooks, plays, poems, and works of art, whose primary use is evidence of professional activity including research and/or creativity.

(3) Institutional Works are specifically created at the direction of and for use by the University.

(b) Inventions. An Invention is a discovery, way of doing or making things, or any new and useful improvement thereof. An Invention includes but is not limited to a machine, method of manufacture, composition of matter, a device or process, a system, circuit, chemical compound, mixture, method of doing business, know-how, design, model, or technological development. An Invention can also be a variety of plant, biological material, strain, culture of any organism, or portion, modification, translation, or extension of these items.

(1) Computer software and/or code, which can be either patented as an Invention or copyrighted as a Work, will be treated as an Invention for purposes of assignment of rights and ownership.

(2) Institutional Inventions are specifically created at the direction of and for use by the University.

(c) University Support includes funds, personnel, facilities, equipment, materials, or technological information provided by the University, and such support provided by other public or private organizations when it is arranged, administered, or controlled by or through the University or any University Direct Support Organization.

(d) Field of Employment is broadly defined to reflect the fact that employees often work outside their academic disciplines.

(e) A Creator is an employee as defined in this collective bargaining agreement who creates a Work or creates or discovers an Invention.

18.3 Disclosure.

(a) Inventions. Upon creation or discovery, and prior to public disclosure, a Creator shall provide full and complete written disclosure to the University Office of Technology Transfer of any (1) Invention in his/her field of employment; (2) Invention using University Support; or (3) Invention governed by the terms and conditions of a grant or contract administered by the University or a University Direct Support Organization. Within 120 days after the University's receipt of the Creator's written disclosure, the University shall provide the Creator notification if the University seeks an interest in the Invention.

(b) Works. Upon creation and prior to publication, a Creator shall provide full and complete written disclosure to the University Office of Technology Transfer of any Work made with University Support, Institutional Work, or Work governed by the terms and conditions of a grant or contract administered by the University or a University Direct Support Organization. Creators do not have to disclose Traditional Works of Scholarship or Instructional Works. Within sixty (60) days after the University's receipt of the Creator's written disclosure, the University shall provide the Creator notification whether the University seeks an interest in the Work.

(c) Employees shall assist the University in obtaining releases or assignments from persons with rights to Works or Inventions in which the University has an interest. Employees and the University shall not act to defeat the University's or the Employees' interests.

18.4 Ownership, Distribution of Proceeds and Assignment of Rights.

(a) Inventions. Inventions made within the Creator's Field of Employment, Institutional Inventions, or Inventions made with University Support are the property of the University. Inventions made outside the Creator's Field of Employment, non-Institutional Inventions, and inventions made without University Support are the property of the Creator.

(b) Works. Institutional Works or Works that express opinions for which the University is held responsible are the property of the University. Works created with University Support are the property of the University, unless they are Traditional Works of Scholarship or Instructional Works. Traditional Works of Scholarship and Instructional Works are the property of the Creator.

(c) Consistent with law and the legitimate interests of the University, Employees shall control their personal correspondence and notes. Employees shall serve as the University's agent for purposes of maintaining and controlling laboratory notebooks, raw data, and other working papers, all of which are the property of the University. Employees who leave the University shall be permitted to copy laboratory notebooks and take copies with them, although they may be required to maintain confidentiality of the data contained within the notebook when appropriate. The original notebooks will remain at the University.

(d) The University shall have a policy regarding the division of proceeds between Employees and the University for University owned Inventions and Works

(e) The terms and conditions of a grant or contract administered by the University may supersede this Article with the written agreement of the affected initial Principal Investigator.

18.5 Release of Rights.

(a) Unless prohibited by law or contract, the University may withdraw from involvement in the protection or commercial application of an Invention or Work at any stage and relinquish its interests to a third party. If the University assigns its interests to a Creator, costs incurred by the University or on its behalf shall not be assessed against the Creator, unless otherwise agreed upon in writing by the Creator and the University.

(b) All assignments or releases of Inventions or Works by the University to employees shall contain a provision that such Invention or Work, if patented or copyrighted by the employee, shall be available royalty-free for educational or research purposes by the University, or consistent with law, by the United States Government or the State of Florida.