

ARTICLE 18
INVENTIONS AND WORKS

18.1 University Authority and Responsibilities. The University is authorized to establish regulations and procedures regarding patents, copyrights, and trademarks consistent with federal and state law. Such regulations and procedures shall be consistent with the terms of this Article.

18.2 Definitions. The following definitions shall apply in this Article ~~18~~:

(a) A "Work" means, in accordance with Title 17 of the U.S. Code, any original work of authorship that is or may be subject to copyright. Work includes but is not limited to printed material (such as books, articles, memoranda, and texts), computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, compositions (e.g., written, musical, and/or dramatic), motion pictures, multimedia works, web pages, sound recordings, choreographic works, and pictorial or graphic illustrations or displays, and any creative expression of a Trademark used in connection with these items.

~~Instructional Technology Material is included in this definition.~~

(b) An "Invention" ~~shall include~~ means ~~(i)~~ any discovery; process; composition of matter; article of manufacture; know-how; design; model; computer software or database; technological development; biological material, strain, variety, or culture of any organism; or portion, modification, translation, ~~computer software or databases~~, or extension of these items which is or may be patentable or otherwise protected under Title 35 of the United States Code; ~~or that is or may be protected as a Trade Secret, under the Florida Trade Secrets Act, Ch. 688, Fla. Stat. or any similar act of another State, as may be relevant,~~ (ii) any novel variety of plant that is ~~or may be patentable or otherwise protected under the Plant Variety Protection Act (7 U.S.C. §2321 et seq.),~~ (iii) or any Trademark, and/or ~~(iv)~~ any directly related know-how used in connection with these items. ~~Instructional Technology Material which is or may be patentable is included in this definition.~~

~~(c) "Instructional Technology Material" includes video and audio recordings or transmissions, motion pictures, films, slides, photographic and other similar visual materials, electronic and digital media, computer programs, programmed instructional materials, web pages, electronic, electro-mechanical, or solid-state physics-based equipment, three-dimensional materials and exhibits, and combinations of the above, which are prepared or produced in whole or in part by an employee and that are used for instruction. All distance and distributed learning courses and/or modules are included in this definition.~~

40 (c) ““Online Courses” includes, but is not limited to, courses taught under World
41 Wide Web (“W”), Mixed Mode/Reduced Seat Time (“M”), Video Streaming (“V”)
42 Video Streaming/Reduced Seat Time (“RV”) and Active Learning/Reduced Seat Time
43 (“RA”) course modalities.

44 (d) "University Support" ~~shall mean~~ s the non-incidental use of University funds,
45 personnel, facilities, equipment, materials, technological information, course
46 release, or students in the creation or making of a Work or Invention, ~~and does not~~
47 ~~include the incidental use of resources made available to the University community~~
48 ~~for common use.~~ University Support includes such support provided by other public
49 or private organizations when it is arranged, administered, or controlled by the
50 University.

51 52 **18.3 Works.**

53 (a) Independent Creative Efforts. A Work made in the course of
54 Independent Creative Efforts is the property of the employee, who has the right to
55 determine the disposition of such Work and the revenue derived from it. If
56 requested, The employee shall provide documentation to substantiate his or her
57 Independent Creative Efforts. As used in this Section, the term "Independent
58 Creative Efforts" means that:

- 59 (1) the ideas came from the employee;
60 (2) the Work was made without the use of appreciable University
61 Support; and
62 (3) the University is not responsible for any opinions expressed in
63 the Work.

64 (b) University-Supported Efforts. ~~A Work that is created with the use of~~
65 ~~University Support as defined in 18.2(d) is the property of the University, and the~~
66 ~~employee shall share in the proceeds therefrom. For example, Web-based courses~~
67 ~~developed with University resources use a team of technical support experts and~~
68 ~~faculty members to develop materials and software used in the course. Accordingly,~~
69 ~~the University maintains the right of ownership to such software and materials.~~
70 ~~These materials may be licensed by mutual agreement between the University and~~
71 ~~the employee(s) who developed the materials. If the Work was not made in the~~
72 course of independent creative efforts, it is the property of the University and the
73 employee shall share in any proceeds therefrom.

74
75 (c) Exceptions. The University shall not assert rights to the following Works:

- 76 (1) Those Works for which the intended purpose is to disseminate the
77 results of academic research, ~~or~~ scholarly study, or creative efforts such as books,
78 articles, electronic and digital media; and

79 (2) Works developed without the use of appreciable University Support and used
80 solely for the purpose of ~~instruction.~~ assisting and enhancing the employee's
81 instructional assignment. Examples of such works include case studies, textbooks,
82 laboratory manuals and class notes produced in connection with regularly scheduled
83 courses of instruction, regardless of the modality or medium. For University support
84 to be appreciable, it must go beyond the resources commonly or routinely provided
85 or made available to similarly situated employees for the performance of the
86 instructional assignment. For example, the use of resources such as the libraries;
87 one's office, office computer and other University computer facilities; and office
88 supplies, is not considered appreciable University support.

89
90 ~~— (3) — The intellectual content developed by faculty members for Web-~~
91 ~~based courses.~~

92 (d) Online courses.

93 (1) Employees who develop or substantially revise instructional materials
94 for an online course without University Support as defined in 18.2(d) or without the
95 use of UCF online instructional design services maintain full ownership of the course.

96 (2) Employees who develop or substantially revise an online course
97 without University Support, as defined in 18.2(d), but with the use of UCF online
98 instructional design services maintain ownership of the course, grant the University
99 a non-exclusive license to continued internal use of the course material for
100 instructional purposes.

101 (3) Employees who develop or substantially revise an online course,
102 whether under (d)(1) or (d)(2), and who terminate their employment with the
103 University maintain ownership of the ~~the~~ course material, but the University retains
104 the right to continued internal use of the course materials for instructional
105 purposes.

106 (de) Disclosure/University Review.

107 (1) Upon the creation of a Work and prior to any publication, the employee
108 shall disclose to the ~~president or president's University's~~ representative any Work
109 that was not made in the course of Independent Creative Effort ~~the course of~~
110 ~~University-supported efforts~~, together with an outline of the project and the
111 conditions under which it was done. ~~Consistent with the provisions of Section~~
112 ~~18.3.(c) above, employees need not disclose any Work regarding books, articles, and~~
113 ~~similar Works the intended purpose of which is to disseminate the results of~~
114 ~~academic research or scholarly Work.~~

115
116 (2) The ~~president or president's University's~~ representative shall assess the
117 relative equities of the employee and the University in the Work.

118 (3) Within ~~one hundred twenty (120)~~ ninety days after such disclosure, the
119 ~~president or president's~~ University's representative will inform the employee
120 whether the University seeks an interest in the Work, and a written agreement shall
121 thereafter be negotiated to reflect the interests of both parties, including provisions
122 relating to the equities of the employee and the allocation of proceeds resulting
123 from such Work. Allocation of proceeds/royalties shall be made in accordance with
124 the University's policy on copyrights and patents. The agreement will also include
125 provisions relating to the creation, use, and revision of such Works by the University
126 or the employee, as well as provisions relating to the use or revision of such Works
127 by persons other than the University or employee. All such agreements shall
128 comport with and satisfy any preexisting terms or commitments to outside
129 sponsoring contractors or agencies.

130 (4) The employee shall assist the University in obtaining releases from
131 persons appearing in, or giving financial or creative support to, the development or
132 use of these Works in which the University asserts an interest, ~~including~~
133 ~~Instructional Technology Materials as defined in Section 18.2(c)~~. The employee shall
134 certify that such development or use does not infringe upon any existing copyright
135 or other legal right.

136 (5) The employee and the University shall not commit any act that would
137 tend to defeat the University's or employee's interest in the Work, such as making a
138 public disclosure prior to the University obtaining intellectual property ~~protection~~
139 protection, and shall take any necessary steps to protect such interests.

140 (ef) Outside Activity. An employee may, in accordance with ~~the Article 19,~~
141 Conflict of Interest or Commitment and Outside Activity Article, engage in outside
142 activity, including employment pursuant to a consulting agreement. An employee
143 who proposes to engage in such outside activity shall furnish a copy of Article 18 and
144 the University's Copyrights and Works Regulation to the outside employer prior to
145 the time a consulting or other agreement is signed or, if there is no written
146 agreement, before the employment at the outside employer begins. However, any
147 requirement that an employee waive potential University rights to any Work that
148 arises during the course of such outside activity must be approved by the
149 University's representative prior to the start of such activity.

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151 ~~(1) Any requirement that an employee waive the University's rights to any~~
152 ~~University-supported Work as defined in Section 18.3(b), or Inventions that arise~~
153 ~~during the course of such outside activity shall not be entered into unless specifically~~
154 ~~approved by the president or president's representative, in writing, prior to the start~~
155 ~~of such outside activity.~~

156 ~~—————(2) An employee who proposes to engage in an outside activity where the~~
157 ~~employee may be asked to waive the University's rights shall furnish a copy of this~~
158 ~~Article and the University's Copyrights and Works Regulation to the outside~~
159 ~~employer prior to the time a consulting or other agreement is signed or, if there is~~
160 ~~no written agreement, before the outside activity/employment begins.~~

161 (g) Transfer of copyright to the employee. When copyright is owned by the
162 University in accordance with the provisions of this Article, the originating
163 employee of the Work may request of the Vice President of Research that
164 ownership be transferred to the employee. Such request shall be granted if it does
165 not:

- 166 (1) violate any legal obligations of or to the University
167 (2) limit appropriate uses of the Work by the University
168 (3) create a conflict of interest for the employee and
169 (4) otherwise conflict with specific goals of the University

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171

172 **18.4 Inventions.**

173 (a) Independent Inventive Efforts. All Inventions made outside the field or
174 discipline in which the employee is employed by the University, and for which no
175 University Support has been used, are the property of the employee, subject to 35
176 U.S.C. 115, who has the right to determine the disposition of such property and
177 revenue derived from such property. The employee and the ~~president or~~
178 ~~president's~~University's representative may agree that the patent for such Invention
179 be pursued by the University and the proceeds shared.

180 (b) University-Supported Efforts. Inventions made in the field or discipline in
181 which the employee is employed by the University, or by using University Support,
182 are the property of the University and the employee shall share in the proceeds
183 therefrom. Such Inventions and related rights shall be the property of the University
184 and are hereby assigned to the University by the employee. If the University decides
185 to patent, develop and market the Invention, all costs of the patent application and
186 related activities, including those which lead to active licensed production, shall be
187 paid from University funds. These costs shall be recovered before any division of
188 patent or license revenue is made between the University and the employee.

189 (c) Private or Industrially Sponsored Efforts. Except in unusual cases, Inventions
190 developed in the course of privately or industrially sponsored research are the
191 property of the University. The sponsor may be accorded the first option to
192 negotiate an exclusive license, in which case the term of exclusivity and the
193 compensation shall be negotiated at the time the Invention is made or under the
194 provisions of the University's policy on copyrights and patents. If the sponsor

195 exercises this option, the University generally retains royalty-free license rights to
196 use the Invention or discovery for its own purposes.

197 (d) Outside Activity. An employee may, in accordance with ~~the Article 19,~~ Conflict
198 of Interest or Commitment and Outside Activity Article, engage in outside activity,
199 including employment pursuant to a consulting agreement. All Inventions arising
200 from authorized Outside Activity and outside of the field or discipline of the
201 employee are the property of the employee. ~~subject to the following~~
202 ~~conditions:~~ However, any requirement that the employee waive the University's
203 rights to any Inventions which arise during the course of such activity must be
204 approved in writing by the University's representative. Employees who propose to
205 engage in such eOutside aActivity shall furnish a copy of Article 18 and the
206 University's Patent, Trademarks, and Trade Secrets Regulation to the outside
207 employer prior to the time an agreement is signed or, if there is no written
208 agreement, before the eOutside aActivity/employment begins. Employees are not
209 authorized and do not possess necessary ownership to waive University rights, -and
210 any such waiver is deemed rejected unless specifically authorized by the Vice
211 President of Research or designee.

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213 ~~————— (1) ——— Any requirement that an employee waive the University's rights~~
214 ~~to any Inventions that arise during the course of such outside activity shall not be~~
215 ~~entered into unless specifically approved by the president or president's~~
216 ~~representative, in writing, prior to the start of such outside activity.~~

217 ~~————— (2) ——— An employee who proposes to engage in an outside activity~~
218 ~~where the employee may be asked to waive the University's rights shall furnish a~~
219 ~~copy of this Article and the University's Patents, Trademarks, and Trade Secret~~
220 ~~Regulation to the outside employer prior to the time a consulting or other~~
221 ~~agreement is signed or, if there is no written agreement, before the outside~~
222 ~~activity/employment begins. Employees are not authorized to waive University~~
223 ~~rights, and any such waiver is deemed rejected unless specifically accepted by the~~
224 ~~Vice President of Research and Commercialization or designee.~~

225 (31) Undisclosed Outside Activity is considered unauthorized.

226 a. Any Invention arising from undisclosed Outside Activity must be
227 disclosed to the Vice President of Research & ~~Commercialization~~ (see 18.4(e)). If the
228 employee claims the Invention resulted from Independent Inventive Effort(s), then
229 as part of the disclosure, the employee shall provide sufficient documentation to
230 substantiate the claim.

231 b. Upon receipt of written notice from the Vice President of Research &
232 ~~Commercialization~~ confirming the University's decision not to assert a University
233 interest in an Invention resulting from unauthorized Outside Activity, the employee

234 shall have the right to determine the disposition of such Invention. However, the
235 employee and the Vice President of Research ~~& Commercialization~~ may agree that a
236 patent for such Invention will be pursued by the University; in that event, the
237 employee and University shall share in the proceeds of any Invention as provided by
238 this Article any applicable University policies or procedures, including applicable
239 University of Central Florida Research Foundation (“UCFRF”) Guidelines and
240 Procedures for Distribution of Funds or in such other manner as the employee and
241 the Vice President of Research ~~& Commercialization~~ may agree.

242 (e) Disclosure/University Review. Employees are required to disclose all
243 Inventions resulting from University-Supported Efforts and all Inventions resulting
244 from any Outside Activity within the field or discipline of the inventing employee. It
245 is the policy of the University that, in general, research results should be
246 publishable; publication of such results in appropriate venues is encouraged.
247 However, if the publication of research results may reveal an Invention in which the
248 University has an interest, employees should seek advice on how and when to
249 publish the results in order that potential patent rights for the Invention are not
250 compromised. That is, upon the making of an Invention and prior to any publication
251 or public disclosure, employees shall promptly and fully disclose to the Vice
252 President of Research ~~& Commercialization~~ any Invention described in 18.4(b). Any
253 delay in publication resulting from seeking such advice shall be minimized, but in any
254 event shall not exceed ~~120~~ninety days from the date of presentation of the
255 proposed publication.

256 (1) The disclosure shall be made on the forms and according to procedures
257 prescribed by the Vice President of Research ~~& Commercialization~~. At a minimum
258 the disclosure shall: (1) identify each employee, (2) provide a brief description of the
259 Invention, and (3) identify and summarize the research project including the
260 participants and applicable funding sources

261 (2) The Vice President for Research ~~& Commercialization~~ shall conduct an
262 investigation to assess the patentability and marketability, as well as the respective
263 equities of the employee and the University in the Invention, and to determine the
264 extent to which the University should be involved in its protection, development,
265 and promotion.

266 (3) The Vice President for Research ~~and Commercialization~~ shall inform the
267 employee of the University's decision regarding the University's interest in the
268 Invention within a reasonable time, not to exceed ~~120~~ninety days from the date of
269 the disclosure.

270 (4) In the event the University elects to obtain a Patent, register a Trademark
271 or a Copyright, or to formally define a Trade Secret to protect the University's rights
272 in the Invention, employees will execute any and all necessary documents to affirm,

273 publicly formalize, and record the transfer of all rights to the University or to UCFRF.
274 UCFRF is required to comply with the same policies and procedures regarding
275 allocation of proceeds/royalties as the University.

276 (5) In the event the University asserts its rights in the Invention, all costs and
277 expense of patenting, developing, and marketing the Invention and related
278 activities, including those which may lead to active licensing of the Invention, shall
279 be paid by the University.

280 (6) The division, between the University and the employee, of proceeds
281 generated by the licensing or assignment of an Invention shall be negotiated and
282 reflected in a written contract between the University and the employee and/or as
283 set forth in the University's policy on copyrights and patents, including the
284 applicable UCFRF Guidelines. All such agreements shall comport with and satisfy any
285 preexisting commitments to outside sponsoring contractors.

286 (7) The employee shall not commit any act that would tend to defeat the
287 University's interest in the matter, and the University shall take any necessary steps
288 to protect such interest.

289 (f) Release of Rights.

290 (1) In the event a sponsored research contractor has been offered the option
291 to apply for the patent to an Invention or other rights in an Invention, the University
292 will obtain the contractor's decision regarding the exercise of such rights within
293 ~~120~~ninety days, or within the time provided in the sponsored research agreement.

294 (2) Prior to making a patent application, at any stage of the patent process, or
295 in the commercial application of an Invention, if the University has not otherwise
296 assigned to a third party the right to pursue its interests, the ~~president or president's~~
297 University's representative may elect to waive the University's rights to the patent,
298 or withdraw from further involvement in the protection or commercial application
299 of the Invention. At the request of the employee in such case, the University shall
300 transfer the Invention rights to the employee. The Invention shall be the employee's
301 property and any costs already incurred by the University or on its behalf shall not
302 be assessed against the employee.

303 (3) All assignments or releases of Inventions, including patent rights, by the
304 president or president's representative to the employee shall contain the provision
305 that such Invention, if patented by the employee, shall be available royalty-free for
306 governmental purposes of the State of Florida and research or instructional
307 purposes of the University, unless otherwise agreed in writing by the University.

308 (g) University Policy.

309 (1) The University shall have a policy addressing the division of proceeds
310 between the employee and the University.

311 (2) Such policy may be the subject of consultation meetings pursuant to [the](#)
312 [Consultation](#) Article-~~2~~.