

With respect to works, the term means (1) the ideas come from USF employee;
(2) the work is not made in the course of USF-

Collective Bargaining Agreements or personnel regulations, as applicable, for provisions for reporting outside activity.)

Gross revenue received by USF from commercial application of the invention or work, including royalties and license fees, minus direct costs incurred by USF in protecting, maintaining, licensing, and preserving patent rights and copyrights. As used in the preceding sentence, the term "gross revenue" does not include tuition and fees to USF students. Where the USF Research Foundation is granted rights and responsibilities for the commercial application of an invention or work, the term "gross revenue" shall include the revenue received and costs incurred by the USF Research Foundation.

The exercise, assignment, or license of any rights existing under federal or state statutes or common law to make, have made, use, copy, sublicense, sell, or otherwise exploit an invention or work.

In accordance with USF Regulation 12.003 Inventions and Works and the Collective Bargaining Agreements, USF policy regarding the ownership and disposition of inventions and works is defined in terms of the various circumstances in which inventions and works may result. Further, in accordance with the referenced Regulation and Agreements, the allocation between USF and the inventor or author of revenue derived from commercial application of inventions and works is determined by negotiation and mutual agreement between USF and the inventor or author.

In accordance with USF Regulation 12.003 Inventions and Works and the Collective Bargaining Agreements, works made with the use of USF support are the property of USF. However, to encourage scholarly and creative activity and in keeping with tradition and the referenced Regulation and Agreements, USF policy is that it will not assert rights to books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly study, unless the work is a work made for hire as defined by the United States Copyright Act. Accordingly, such books, articles, and similar works are the property of the author, and the author has the right to determine the disposition and any resulting revenue.

A USF employee (see Section II. Definitions) may make approved use of USF support in the authorship or creation of works under this Section. For purposes of this Section, the following shall be deemed to constitute the approved use of USF support for a

USF employee's authorship or creation of books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly study:

The use of books and materials in USF libraries.

The use of office space and word processing, personnel and equipment.

The use of classroom and studio space and supplies for the creation of musical compositions and arts and crafts, including paintings, weavings, prints, sculptures, and other works of art.

The use of USF computers.

The use of other USF support upon the specific advance approval of the appropriate USF official.

The request for approval is made by completing and submitting the "University Equipment, Facilities, and Services" form that accompanies the "Report of Outside Activity" form. USF and the author may agree in writing that USF will pursue the commercial application of books, articles, and similar works under this Section. Pursuant to such agreement, the work will be assigned or licensed to USF; and USF will be responsible for taking appropriate and effective steps to accomplish the

USF and the inventor or author may agree in writing that USF will pursue the commercial application of an invention or work made in the course of independent effort. Pursuant to such agreement, the invention or work will be assigned or licensed to USF, and USF will be responsible for taking appropriate and commercially reasonable steps to accomplish the protection or commercial application of the invention or work as agreed by the parties. Revenue derived from commercial application of such inventions or works is allocated in accordance with an agreement between USF or the USF Research Foundation and the inventor or author.

In accordance with the applicable terms of the Collective Bargaining Agreements and USF Regulation 10.107 Ethical Obligations, Conflicts of Interest, Outside Employment, Employment of Relatives, and Public Office, USF Policy 0-027 Florida Code of Ethics for Public Officers and Employees-Compliance and Disclosure, a USF employee may engage in outside activity. However, pursuant to the referenced Agreements and USF Regulation 12.003 Inventions and Works, USF employees may not waive or assign either their or the rights of USF to any inventions that arise during the course of such outside activity except as specifically approved in advance by the Vice President for Research & Innovation.

The request for approval shall be made through the appropriate Outside Activity reporting module in the eDisclose system. Any agreement by USF President or the Vice President for Research & Innovation to assign or release any invention or work, including patent rights, to a faculty member must include that such invention or work, if patented by the employee, must be available royalty-free for governmental purposes of the State of Florida, unless otherwise agreed in writing by USF. The rights of USF and USF employee's obligations to USF are in no way abrogated or limited by the terms of outside employment/consulting agreements except as specifically approved in advance in writing by the Vice President for Research & Innovation. USF employee is responsible for providing a copy of this policy—including USF Regulation 12.003 Inventions and Works or Collective Bargaining Agreement, Article 18—as applicable, to an outside employer at the time negotiations for other employment are occurring, or if there is no written agreement, before the employment begins.

The need for fair and consistent sharing of revenue with inventors/authors and the prudent exercise of the public trust require clear guidelines and procedures for the conduct of the negotiations between USF and the inventor or author to determine the allocation of revenue derived from the commercial application of inventions or works.

Therefore, USF policy is to initiate the negotiations by offering terms that are at least as favorable to the inventor or author as the following:

- To the inventor or author: A share to be specified by the inventor or author but not exceeding forty-five percent (45%) of net revenue.
- To the inventor's or author's research support: A share to be specified by the inventor or author but not exceeding the difference between fifty-five percent (55%) of net revenue and the share allocated to the inventor or author.
- To USF: Forty-five percent (45%) of net revenue.

The share allocated to the inventor's or author's research support shall be deposited in an appropriate account within the USF Research Foundation, for which the inventor

To authorize applications for patents, both U.S. and foreign, and to retain patent counsel, in coordination with USF General Counsel, for matters pertaining to patentability studies, the filing of patent applications, the prosecution and commercial application thereof and litigation that may arise therefrom.

To determine and negotiate USF interests in inventions and works according to the guidelines and procedures set forth in this policy, to approve the terms of revenue allocation agreements with inventors or authors, and to direct the performance of USF under such agreements.

To delegate USF foreign patent activities to the USF Research Foundation, as appropriate.

To approve and execute the release or assignment of rights to inventors and authors in the circumstances described in Section IV(H).

not commit any act that would tend to defeat the interest of USF in the matter, and USF shall take any necessary steps to protect such interest.

The disclosure will be promptly acknowledged in writing by the Technology Transfer Office. The Technology Transfer Office will provide a copy of the disclosure to the funding sponsor if required by the terms of the contract or grant.

With respect to an invention made during the course of approved outside activity, at the request of the outside employer, disclosure by USF employee to USF may be made under the terms and conditions of a confidentiality agreement, to protect the outside employer's interests until the decision has been made by the outside employer as to whether to seek a patent.

days following the date of receipt of the disclosure, the Technology Transfer Office shall give written notice to the inventor or author as to whether USF wishes to assert its interest in the invention or work. The Technology Transfer Office and the inventor or author may agree to extend the period for USF evaluation of the invention or work.

Within a reasonable time, not to exceed 135 days from the date of receipt of the disclosure, the Technology Transfer Office shall inform the inventor of USF decision as to whether USF will apply for a patent for an invention in which USF has asserted its interest.

If an invention or work is made in the course of sponsored research and the sponsor has rights to the invention or work, the appropriate department within the Office of Research & Innovation will use its best efforts to obtain the sponsor's decision regarding the exercise of such rights within 120 days from the date of receipt of the disclosure.

If USF elects to apply for the patent or otherwise become involved in the protection, development, and commercial application of an invention or work, the Technology Transfer Office and the inventor or author will negotiate in good faith and with due diligence and reasonable dispatch to determine the terms of the revenue allocation agreement. USF will offer the inventor or author the applicable terms described in Section III(E), and the final agreement of the parties shall be reflected in a written revenue allocation agreement. Any revenue allocation agreement that does not conform to the terms described in Section III(E) must be approved by the Vice President for Research & Innovation.

Resolution of Disputes

Disputes regarding the ownership of inventions or works and other issues relating to the administration of this policy may be reviewed by the Vice President for Research & Innovation upon request by the affected employee. Disputes that are not resolved informally may be subject to grievance or hearing procedures as provided by the applicable Collective Bargaining Agreement or Florida law.

Sponsored Research Agreement

USF, represented by the Vice President for Research & Innovation, shall have final authority and responsibility for the approval and execution of sponsored research contract and grant terms relative to the ownership and disposition of inventions and works.

USF/Research Foundation and a company in which the inventor or author has an ownership or management interest may enter into an agreement whereby the company is granted rights and responsibilities for the development, protection, or commercial application of an invention or work, in consideration of royalties, license fees, or other compensation to the Research Foundation/USF. USF employee is responsible for providing a copy of this policy to the company prior to or at the time the agreement is executed. USF employee is responsible for following all USF policies and procedures relating to outside activities, conflicts of interest, and reporting requirements.

In accordance with §

secrets, business transactions, or proprietary information received, generated, ascertained, or discovered during the course of research conducted within USF.

The following information or materials are not confidential:

The title and summary description of a research project, the name of the researcher, and the amount and source of funding provided for such project.

Any information or material that is in the public domain or generally publicly available or

written notice to the author that USF wishes to assert its interest in the work as described in Section III(B), may take action to protect the copyright by affixing the copyright notice and by registering the work with the Registrar of Copyrights, Library of Congress.

Execution of Documents

The policies set forth in USF Regulation 12.003 Inventions and Works and the Collective Bargaining Agreements constitute an understanding that is binding on USF employees, students, and other persons as a condition of their employment by USF or use of USF support. USF employees and other inventors or authors are required to execute all documents necessary to implement the terms of the referenced Regulation and Agreements including, but not limited to, invention and copyright disclosures, assignments, reports, and applications. USF and each USF employee shall sign an agreement individually recognizing the terms of the Collective Bargaining Agreement, Article 18, or USF Regulation 12.003 Inventions and Works, as applicable. Such an agreement may be contained in the employee's employment contract with USF or may be a separate instrument to be executed in connection with the initial appointment of USF