

**UNIVERSITY OF CENTRAL ARKANSAS  
BOARD POLICY**

Policy Number: 410

Subject: Intellectual Property and Technology Transfer

Date Adopted: 11/71                      Revised: 05/97,08/13

- b. To encourage research, scholarship, and a spirit of inquiry, thereby generating new knowledge.
- c. To provide an administrative system to determine the commercial significance of discoveries and new developments and to assist in bringing these into public use.
- d. To provide for the equitable disposition of interests in new intellectual property among the developer, author, or inventor (the originator), the university, and, where applicable, the sponsor.
- e. To provide incentives to originators in the form of personal development, professional recognition, and financial compensation.
- f. To safeguard intellectual property so that it may receive adequate and appropriate legal protection against unauthorized use.

### 3. Coverage and Definition

Traditional products of scholarly activity, which have customarily been considered to be the unrestricted property of the author or originator, are excepted from the general policy. Such traditional products include but are not limited to journal articles; textbooks; reviews; works of art including paintings, sculpture, film, and musical compositions; and course materials

analytical procedures, laboratory methods, etc. All such tangible research property may or may not be patentable or copyrightable.

The three categories above are not ~~really~~ exclusive; a given article of intellectual property may include aspects of all three categories.

#### 4. General Policy

All rights to intellectual properties as defined in Section 6 shall be owned and controlled by the university through its designated ~~agent~~ the Office of Sponsored Programs (OSP), which reports through the graduate dean. When a university faculty member, staff member, or student develops or originates an item of intellectual property, under the terms of this policy is to be owned ~~and~~ controlled by the university, the individual shall report the intellectual property to the University Research Council (URC). The originator shall: cooperate in the execution of legal documents and in the review of literature and prior art; be given the opportunity to assist in the further commercial development of the intellectual property as defined in Section 6; and have an interest in and share in any income derived from the commercialization of such property.

- a. Only works produced in certain university units whose specific mission includes the production of works for instructional, public service, or administrative use and who employ staff and faculty for the purpose of producing such works are deemed to be "works-for-hire" and, therefore, the property of the university. The Instructional Development Center is an example of such a unit. Works produced by such units include instructional films and videotapes, telecourses, drawings, slides, models, computer programs, etc. The university shall own and control all such works produced in such units. Income from the use of such works in university educational activities shall be considered income to the unit, subject to university resource management and budgeting

agreement.

- c. In those cases where the final disposition of the property has not been negotiated as part of a sponsored project agreement, the university will proceed as described in Section 6.

## 5. Administrative Procedures

- a. The legal interests of the university and its staff, faculty, and students in any intellectual property, except traditional scholarly works as described in Section 3, shall be determined in accord with this policy by the University Research Council (URC).
- b. If the URC determines that there has been no material use of university funds, facilities, or other resources, the URC shall release the property to the originator, and the university shall not exert any further claim to the property.
- c. The URC may determine that the u

originator, OSP shall determine the appropriate method of protection of the property and,

creation of new commercial entities arising directly from the university's intellectual property, or arising from a potential collaboration between the university's faculty, staff, or students and some outside entity, will be handled by OSP.

- d. Commercialization of intellectual property by OSP is a process that may take a considerable amount of time. This process may involve discussions and negotiations over months or sometimes years and, based on national data, more often fails than succeeds. Timing, market conditions, and many other factors enter into the process. Quick success is rare. However, to protect the originator, commercialization has occurred within two years after the property has been assigned to the university through OSP, the originator may request that all rights be returned. Such requests should be directed to the URC. The URC shall require OSP to explain what efforts have been made

propose appropriate modifications to the distribution scale in Section 7. (b) Upon approval by the president of the university such modifications shall be made as deemed appropriate. Such modifications may not increase the combined shares of the originator and the department as specified in Section 7 (b), except in unusual and very specific circumstances.

- d. The department's share shall be retained in a separate account in OSP and shall be available for expenditure by the department. Such funds may be allowed to cross fiscal years to reach amounts necessary for major purchases or other nonrecurring purposes. Such funds may be invested, and the income shall be credited to the account in accord with university policy regarding investment of restricted funds.
- e. The originator's rights to share in net income as stated above (but not including the department's share) shall remain with the individual or pass to the individual's estate assigns for so long as net income is derived from the property.
- f. Where more than one individual is considered to be the originator, such persons will determine among themselves the individual share each will receive. In the event they cannot reach such agreement, the determination shall be made by the URC after giving each individual an opportunity to present a personal position. Such determination by the URC shall be final.
- g. Originators are encouraged to consider making a gift of all or a part of their income shares to support university research activities. Upon request by an originator, OSP will retain all or a part of the originator's share in a separate account within OSP for expenditure in accord with the originator's wishes. The originator may restrict such gifts to any particular program or unit of the university including the originator's own research program. Such requests may be limited in duration to a specific time period or to some specific future event, e.g., the originator's retirement or resignation from the university, and may be cancelled or modified by the originator at any time.
- h. This policy shall not change income sharing agreements entered into prior to the adoption of this policy.

## 8. Sharing of Research Materials

There is a long tradition in some fields of sharing research materials such as reagents, cell lines, and purification media. The university encourages this cooperation among research scientists. However, recent conflicts over such issues as commercialization rights and personal and product liabilities suggest that the terms of such sharing be spelled out in a written agreement among the parties. A suggested form letter agreement is included in this document as Appendix A. Also, when significant costs to the university are involved in producing the material, provision for recovery of those costs not covered by sponsor support shall be considered in making a sharing agreement. A copy of any such agreement shall be maintained by the faculty member and in the OSP.

9. Consulting Agreements

- a. Any faculty or staff member engaged in consulting work or in business is responsible for ensuring that clauses in the individual's agreements are not in conflict with this policy or with the university's commitments; and that the consulting or business does not infringe on the institution's rights and the individual's obligations to the u

