

these items, any improvements thereof, and any mark used in connection with these items. As used in this policy in reference to inventions, the term "made" means the conception or first actual reduction to practice of an invention, provided that the term might be otherwise defined in a sponsored research contract or grant.

"Work" means any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works.

"Inventor" means a person who makes an invention. As used in the preceding sentence, the term "makes" means conceives of or first reduces to practice an invention.

"Author" means a person who creates or authors a work.

"USF support" means USF funds, facilities, materials, equipment, personnel, or proprietary technological information that are used by an inventor or author in the making or development of an invention or work. Funds, facilities, materials, equipment, personnel, or proprietary, technological information that are provided by other public or private organizations and are arranged, administered, or controlled by USF shall be considered to be provided by USF.

"USF employee" means all General Faculty, Administration, Staff and Temporary employees of USF— in-unit or non-unit— regardless of classification or source of funding for the position, and volunteers. For example: USF employee under this definition includes a graduate student in a Temporary position as well as an undergraduate student receiving no funds and holding no appointment who would be considered a volunteer for the purposes of this policy.

"Outside activity" means any private practice, private consulting, outside teaching or research, or other activity, compensated or uncompensated, which is not part of USF employee's assigned duties and for which USF has provided no compensation. (See Collective Bargaining Agreements or personnel regulations, as applicable, for provisions for reporting outside activity.)

"Net revenue" means 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

steps to accomplish the protection or commercial application of the work as agreed by the parties. Revenue derived from commercial application of such works is allocated in accordance with an agreement between USF or the USF Research Foundation and the author.

Inventions and Works Made in the Course of USF-Supported Effort

In accordance with Regulation USF12.003 and the Collective Bargaining Agreements, an invention or work made in the course of USF-supported effort is the property of USF. Revenue derived from commercial application of inventions and works made in the course of USF-supported effort is allocated in accordance with an agreement between USF or the USF Research Foundation and the inventor or author.

Inventions and Works Made in the Course of Independent Effort

In accordance with [Regulation USF12.003](#) and the Collective Bargaining Agreements, an invention or work made in the course of independent effort is the property of the inventor or author, and the inventor or autho

outside employment/consulting agreements except as specifically approved in advance in writing by the Senior Vice President for Research, Innovation & Knowledge Enterprise. USF employee is responsible for providing a copy of this policy— including [Regulation USF12.003](#) or [Article 18 of the Collective Bargaining Agreement](#)— 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.

Allocation of Revenue from Inventions and Works

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 or author shall be the accountable officer, and such funds shall be utilized exclusively for support of the education and research activities of the inventor's or author's department or laboratory as determined by the inventor or author; subject to USF and Research Foundation policy and approval. The revenue allocation agreement shall provide that, upon the retirement or termination as a USF employee, USF and inventor or author shall each thereafter receive fifty percent (50%) of the inventor's or author's research support share. In the case of joint inventions or works, the above specified shares allocated to the inventor or author and inventor's or author's research support shall be divided equally among co-inventors or co-authors unless otherwise agreed by the co-inventors or co-authors.

Senior Vice President for Research, Innovation & Knowledge Enterprise

The Senior Vice President for Research, Innovation & Knowledge Enterprise has the following responsibilities, powers, and duties in connection with the administration of this policy:

1. To serve as the President's representative for purposes of [Regulation USF12.003](#) and the Articles relating to Invention and Works in the Collective Bargaining Agreements.
2. To represent USF in all matters of policy arising from USF

Disclosure of Inventions

A USF employee shall fully and completely disclose directly to the Technology Transfer Office any and all inventions that he/she may develop or discover while a USF employee, whether USF-supported, independent effort or as a result of approved Outside Activity. All inventors are required to disclose to the Technology Transfer Office all inventions that he/she may develop or discover in the course of USF-supported effort. The disclosure should be promptly submitted directly to the Technology Transfer Office following conception or first actual reduction to practice of an invention.

The disclosure is made by completing and submitting the Disclosure of Invention Form. The employee shall 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.

. Disclosure of Works

A USF employee is required to disclose to the Technology Transfer Office all works that he/she may create or author in the course of USF-supported effort. A USF employee is not required to disclose to USF any work that he/she may create or author in the course of independent effort and books, articles, and similar works described in Section III. A., unless disclosure is a condition of the approval for use of USF support.

and the extent to which USF should be involved in the protection, development, and commercial application of the invention or work.

The Technology Transfer Office shall act with due diligence and reasonable dispatch to complete its evaluation of the disclosure and to notify the inventor or author of its interest in the invention or work. Within a reasonable time, not to exceed sixty (60) 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

O53 6o(ention or work is)-5(made)-5(in the c)-4(ours)8(e of s)-4(po)10(ns)- reW*nBT/F1 125G-2(ork.)JTET

. Commercial Application

USF, represented by the Senior Vice President for Research, Innovation & Economic Development, shall have final authority and responsibility for the approval of licenses and other agreements with third parties concerning the commercial application of inventions and works, including the amount and disposition of revenue derived therefrom, subject to the terms of this policy and the revenue allocation agreement with the inventor or author. Subject to the terms of any applicable contract or grant, USF has the following options for the commercial application of inventions and works in which USF has an interest:

USF Research Foundation. The USF Research Foundation is a Florida not-for-profit corporation certified by the USF Board of Trustees as a USF direct-support organization pursuant to [§1004.28\(1\)\(a\), Florida Statutes](#) that has been organized for the purposes of promotion and encouragement of and assistance to the research activities of USF faculty, staff, and students. The USF Research Foundation provides means by which inventions and works may be developed, patented, applied, and utilized in order that the results of USF research shall be made available to the public and that funds be made available from inventions and works to support education and research at USF. The general policy of USF is to enter into an agreement with the USF Research Foundation whereby the USF Research Foundation 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 revenue to be dedicated to the benefit of USF and to be shared in accordance with the terms of the revenue allocation agreement with the inventor or author.

USF Research Foundation licensing program. USF Research Foundation may solicit, select, and negotiate agreements with third-

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

The following information or materials are not confidential:

Execution of Documents

The policies set forth in [Regulation USF12.003](#) 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 [Regulation USF12.003](#), 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 employee.

□

Consolidation Amendments Effective 7-1-20