

ARTICLE 16
INTELLECTUAL PROPERTY

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4 16.1 Intellectual Property Policy. The University is dedicated to teaching, research, and the
5 pursuit of knowledge for the benefit and use of society. An inherent objective of the
6 University is to encourage creative activity and nurture innovation by recognizing and
7 rewarding individuals who engage in such endeavors. The University recognizes that
8 the natural outgrowth of research, scholarly, and other University activities conducted by
9 faculty, staff, students, and others may result in the development of inventions and
10 discoveries of commercial importance. Consequently, it is incumbent upon the
11 University to seek assurance that any intellectual property and related rights arising from
12 research, scholarly, and other University activities are administered consistent with the
13 public interest. Because the protection of intellectual property can often enhance the
14 potential for investment and commercialization, the University seeks to protect the
15 property rights of those ideas and discoveries that arise out of the activities of its faculty,
16 staff, students, and others where it appears necessary or beneficial to do so.

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18 16.2 Intellectual Property Ownership. As a public institution, Florida Polytechnic University
19 is entrusted with the responsibility to see that intellectual property produced at the
20 University is administered in the best interest of the local and national public. Pursuant
21 to university policy, faculty own IP that is developed on their own personal, unpaid time,
22 in the absence of any sponsored project agreement or other agreement giving rights to
23 the University, and without significant use of University Resources. On the other hand,
24 ownership of all other IP immediately vests with the university upon creation,
25 conception and/or reduction to practice in the following circumstances: (i) IP is created
26 by university faculty pursuant to a sponsored project agreement to which the university
27 is a party; (ii) IP is created as a "work-for-hire" or pursuant to a written agreement
28 with the University providing for the assignment of any Intellectual Property rights to the
29 University; and (iii) IP is developed by university faculty within his/her scope of
30 employment and with significant use of university resources.

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32 16.3 Outside Consulting Agreements. University employees who are consulting for, visiting,
33 or collaborating with other entities may be asked by other entities to sign documents
34 (e.g., consulting agreements, facility access arrangements, and
35 nondisclosure/confidentiality agreements). Such third-party agreements often contain
36 language conferring rights to inventions arising from access to information or facilities,
37 and the signing of such agreement may conflict with an individual's existing obligations

For the University

For the UFF

Mark Bonfanti
Chief Negotiator

Candi Churchill
Chief Negotiator

Date

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1 to the University. It is the responsibility of each individual to ensure that the terms of
2 any consulting or other agreements with a third party do not conflict with his/her
3 commitment to the University. A University employee should make the nature of
4 his/her obligations to the University clear to any third party for whom he or she
5 expects to consult or collaborate with. Specifically, the scope of the consulting
6 services should be distinguished from the scope of any individual's University research
7 commitments.

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9 The University will not negotiate any outside consulting agreements on behalf of any
10 employee or student; however, any questions regarding a University policy or regulation
11 may be directed to the General Counsel's Office.

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13 Per the University's Intellectual Property Policy, the author or inventor and the
14 university share in the proceeds of such intellectual property. Faculty members are
15 not authorized to waive Florida Polytechnic's intellectual property rights.

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17 It is the responsibility of Florida Polytechnic to manage the technology transfer process
18 for all patent, trademark and copyright matters relating to the identification, protection
19 and commercialization of Florida Polytechnic-owned Works and Inventions.
20 Technology Transfer represents Florida Polytechnic in the implementation of the Florida
21 Polytechnic Intellectual Property Policy with regard to governmental entities, industry
22 and the public. Technology Transfer works to transfer all Florida Polytechnic
23 technologies available for licensing to industry and start-up companies.

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25 16.4 Mandatory Disclosure Process. All Florida Polytechnic supported works and
26 inventions created by faculty members are required by state and federal laws to be
27 promptly disclosed. The disclosure is made using the Florida Polytechnic Invention
28 Disclosure form. When completed, the Disclosure should be submitted in accordance with
29 the University's Intellectual Property Policy. These documents provide the University
30 with the necessary information to evaluate feasibility, patentability, market demand,
31 inventorship, and any obligations to research sponsors.

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33 Disclosures must be kept confidential until a patent application or copyright has been
34 filed or certain rights may be lost. Faculty should refrain from discussing the invention or
35 sending it to others, including any sponsor, until necessary confidentiality agreements
36 can be signed by all parties. This includes discussions, papers, posters, publications,
37 and presentations. Research notebooks referencing the work or invention described in

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the Disclosure should be witnessed and kept in a safe place. The location of the notebooks should be documented in the Disclosure.

The University will evaluate all Disclosures for their commercialization potential and to determine the appropriate means for protecting and promoting the development of the technology, with the assistance and cooperation of the university faculty creator(s). The University will provide a timely response to the university creator(s), generally not to exceed sixty (60) days from the date of disclosure, and may engage outside evaluators and other consultants to review the disclosure, as well as to assist in the licensing, commercialization, and protection of the IP.

Additional information is included in University policies. (See FPU-1.0061P).

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