

**ARTICLE 16**  
**INTELLECTUAL PROPERTY**

16.1 Definitions. The following definitions shall apply in Article 16:

- (a) “Intellectual property” means any work or invention.
- (b) “Faculty member” or “creator” means a member of the bargaining unit who creates a work or invention. “Creator” shall also mean other University personnel who create a work or invention.
- (c) A “work” means any copyrightable material, that is, any material fixed in a tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Such copyrightable material includes, but is not limited to, such things 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. Instructional material, as defined in Section 16.1(f), below, is included in the definition of a “work.” A “work” does not include any patentable material, which patentable material is encompassed within the definition of an “invention” in Section 16.1(d), below.
- (d) An “invention” means any discovery, invention, process, composition of matter, article of manufacture, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark and/or directly related know-how used in connection with these items. It includes, but is not limited to, such things as new or improved devices, systems, circuits, chemical compounds, or mixtures and directly related know-how.
- (e) “Instructional technology,” as used in this Article, means the form of an “invention” that is substantially new technology and is used to deliver instructional material, as distinct from the application of existing technology to deliver such instructional material.
- (f) “Instructional material,” as used in this Article, means the form of a “work” (i.e., copyrightable) that includes materials delivered through the use of existing or new technology such as video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer-assisted instructional course work, programmed instructional materials, three-dimensional materials and exhibits, web pages, and combinations of the above materials that are prepared or produced in whole or in part by a faculty member and that are used to assist or enhance instruction.
- (g) “Independent efforts” with regard to a work means that the ideas for the work came from the faculty member and the work was not made with the use of University support. The University is not liable for any opinions expressed in such works.

- 39 (h) “University support” means the use of University funds or more than the incidental use of  
40 University personnel, facilities, equipment, materials, or technological information in the  
41 creation of a work or invention and includes such support provided by outside sponsors  
42 when it is arranged, administered, or controlled by the University.
- 43 (i) “Distance learning” means learning in a course that is rarely or never conducted with the  
44 instructor and the student in the same general physical space simultaneously.
- 45 (j) “Gross revenue” means  
46 i. proceeds from the sale, lease, transfer, or other conveyance of any interest in an  
47 invention or work owned by the University and  
48 ii. license issue fees, option fees, running royalties, minimum royalties, equity and  
49 other ownership interests, and any other remuneration paid to the University by a  
50 licensee of an invention or work, except that such equity or other ownership  
51 interests, or portion thereof, shall not be considered “gross revenue” unless and  
52 until the equity or other ownership interests, or portion thereof, are sold or  
53 liquidated by the University.
- 54 (k) “Development expenses” means all monies paid by the University for goods and services  
55 to protect, develop, and/or enhance the marketability or any other aspect of a work or  
56 invention, including, but not limited to, patent-filing fees, intellectual property  
57 protection and patent enforcement and defense expenses, marketing expenses, patent  
58 maintenance, consulting fees, prosecution expenses, expenses incurred in dealing with  
59 equity and other ownership interests, travel, attorneys’ fees, commercialization expenses,  
60 and research costs. Not included as development expenses are salaries and general  
61 operating expenses of University administrative personnel.
- 62 (l) “Net adjusted income” means gross revenues less any foreseeable development expenses  
63 University deems necessary to defend or maintain a work or invention and its  
64 improvements.
- 65 (m) “Program” means the specific University research program within which an invention or  
66 work was developed.
- 67 (n) “Office of Technology Licensing” or “OTL” means the designee responsible for all  
68 matters relating to patents, trademarks, and copyrights as related to the identification,  
69 protection, and commercialization of works and inventions owned by the University.
- 70 (o) “Sponsored agreement” means any award from an outside sponsor to support research or  
71 any other University activity, whether such support is through a grant, contract,  
72 cooperative agreement, or any other means.

73 16.2 Policy.

- 74 (a) Statement of Principles. Research is undertaken to create new knowledge, to stimulate a  
75 spirit of inquiry, to solve problems, and to educate students. Adequate recognition of and  
76 incentive to potential inventors through the sharing of the financial benefits resulting

77 from the transfer and development of patentable inventions and other marketable forms  
78 of intellectual property encourages the creation of such intellectual property and serves  
79 the public interest. The research and teaching missions of the University always take  
80 precedence over patent considerations. While the University recognizes the benefits of  
81 patent development, it is most important that the direction of University research not be  
82 established or unduly influenced by patent considerations or personal financial interests.

83 (b) Authority and Responsibilities. Section 1004.23, Florida Statutes, and the Board of  
84 Governors' delegation to the FPU Board of Trustees, authorizes the University to  
85 establish regulations and procedures regarding the works and inventions of its personnel,  
86 including regulations and procedures regarding patents, copyrights, and trademarks. The  
87 University has the authority to agree to the terms of this Article, and any regulations and  
88 procedures applied to in-unit faculty shall be consistent with the terms of this Article.

89 (c) Faculty Authority and Responsibilities. Intellectual property created, made, or originated  
90 by a faculty member shall be governed by the terms of this Agreement. The faculty  
91 member shall also be governed by the University implementing procedures concerning  
92 works and inventions of University personnel unless the procedure is inconsistent with  
93 the terms of this Agreement.

94 (d) When a faculty member is acting in the capacity of Principal Investigator of a research  
95 project, the faculty member shall be granted the right, within the conditions set forth in  
96 this Article and in any applicable sponsored agreement and federal and state laws and  
97 regulations and with the proper administrative approval, to raise resources from sponsors,  
98 shall be responsible for properly utilizing the resources obtained from the sponsors, and  
99 for executing the sponsored research.

100 16.3 Rights to Working Papers. Except as otherwise required by the Florida Sunshine Law and  
101 other applicable federal and state laws, federal and state regulations, or the terms of any  
102 applicable sponsored agreements, faculty members shall have the right to control of their  
103 personal correspondence, notes, unpublished drafts, and other working papers.

104 16.4 Works.

105 (a) Faculty Exclusive Ownership Rights.

106 i. A work made in the course of independent efforts is the property of the faculty  
107 member, who has the right to determine the disposition of such work and the  
108 revenue derived from such work.

109 ii. In accordance with academic tradition, and unless required by federal and state  
110 laws, federal and state regulations, or the terms of any applicable sponsored  
111 agreements, the University shall not assert rights to the following works:

112 A. Scholarly or artistic works, regardless of their form of expression,  
113 for which the intended purpose is to disseminate the results of academic  
114 research, scholarly study, or artistic expression, such as books,

115 monographs, articles, bibliographies, poems, novels, dramatic works,  
116 pictorial or sculptural works, films, videotapes, musical compositions, or  
117 other scholarly or artistic expressions in any medium;

118 B. Instructional material, except if the University either (1) expressly  
119 commissioned the faculty member in writing to produce, or participate in  
120 the production of, the work with University funds for a specific University  
121 purpose; or (2) expressly assigned the faculty member in writing to  
122 produce, or participate in the production of, the work. The University may  
123 grant a non-exclusive license to the faculty member who is the author of  
124 instructional materials for the use of that portion of the materials. The non-  
125 exclusive license must be negotiated as set forth in writing and must be  
126 limited to noncommercial educational uses. That such a license is not  
127 granted shall not be deemed a violation of this Collective Bargaining  
128 Agreement.

129 C. Works made without University support, as defined in Section  
130 16.1(h), above.

131 If the terms of a sponsored agreement or applicable federal and state laws and  
132 federal and state regulations require publication of articles in specified ways or in  
133 specified places, the terms of this subsection 16.4(a)ii shall not be construed to relieve the  
134 faculty member of these publication obligations.

135 (b) Works Owned by the University. The following works are owned by the University. The  
136 faculty member shall share in the proceeds from such works, pursuant to Section 16.7(a):

137 i. Instructional material if the University has either (A) expressly commissioned the  
138 faculty member in writing to produce, or participate in the production of, the work  
139 with University funds for a specific University purpose; or (B) expressly assigned  
140 the faculty member in writing to produce, or participate in the production of, the  
141 work. The creation, use, and revision of such works shall be governed by Section  
142 16.4(f).

143 ii. Works whose authorship cannot be attributed to one or a discrete number of  
144 authors but rather result from simultaneous or sequential contributions over time  
145 by multiple faculty, staff, and/or students, such as software tools developed and  
146 improved over time by multiple faculty, staff, and/or students. However, the mere  
147 fact that multiple individuals have contributed to the creation of a work shall not  
148 cause the work to become a work owned by the University.

149 iii. Any other works made with University support, as defined in Section 16.1(h),  
150 above.

151 (c) Disclosure. Upon the creation of a work and prior to any publication, the faculty member  
152 shall disclose to the Office of Technology Licensing any work that was made in the  
153 course of University-supported efforts, together with an outline of the project and the

- 154 conditions under which it was done. However, consistent with the provisions of Section  
155 16.4(a)ii, faculty members need not disclose works referenced in subsections (A)–(C),  
156 and immediately below:
- 157 i. Books, monographs, articles, bibliographies, poems, novels, dramatic works,  
158 pictorial or sculptural works, films, videotapes, musical compositions, or other  
159 scholarly or artistic expressions in any medium; and similar works, the intended  
160 purpose of which is to disseminate the results of academic research or scholarly  
161 work;
  - 162 ii. Instructional material except for works described in Section 16.4(b)i; or
  - 163 iii. Works made without University support, as defined in Section 16.1(h), above.
- 164 (d) Review. The Office of Technology Licensing shall assess the relative equities of the  
165 faculty member and the University in the work. If the University wishes to assert its  
166 interest in the work, the Office of Technology Licensing shall inform the faculty member  
167 as soon as practicable but in no case later than sixty (60) days after disclosure to the OTL.
- 168 (e) The allocation of proceeds resulting from works owned by the University shall be as set  
169 forth in Section 16.7(a) below.
- 170 (f) Creation, Use, and Revision of Certain Works Owned by the University. With respect to  
171 any work that represents instructional materials owned by the University pursuant to  
172 Section 16.4(b)i, the terms of any agreement entered into by the University concerning  
173 the work must be consistent with the terms of any sponsored agreement supporting the  
174 creation of the work and applicable laws.
- 175 i. The University shall make reasonable efforts to negotiate the terms listed as a, b,  
176 and c below in any agreement concerning the work with any third party, including  
177 but not limited to any licensee, assignee, or publisher of the work, insofar as such  
178 terms are consonant with the terms of any sponsored agreement supporting the  
179 creation of the work and applicable laws. That any or all of these terms are not  
180 included in the agreement with the third party shall not be deemed a violation of  
181 this Collective Bargaining Agreement.
    - 182 A. That the faculty member be identified as an author of the work,  
183 including, if the work is materially altered at the time of its assignment,  
184 initial licensing, or initial publication, the right to decide whether to allow  
185 the author’s name to be displayed in association with the work;
    - 186 B. That the faculty member may freely reproduce the work without  
187 paying any licensing fees to use in academic teaching, research, or  
188 university service whether at the University of Florida or another tax-  
189 exempt academic or research institution; and
    - 190 C. That the faculty member may freely use the work in pursuit of  
191 one’s profession, such as during expert witness testimony or in consulting.
  - 192 ii. Other rights and protections for the faculty member may be agreed to by mutual  
193 consent of the faculty member and the University, provided that they are

194 consonant with the terms of the FPU BOT-UFF POLY Collective Bargaining  
195 Agreement, any sponsored agreement supporting the creation of the work, any  
196 agreement, license, assignment, publishing or other agreement entered into by the  
197 University concerning the work, and applicable laws. Such rights granted to the  
198 faculty member may include:

- 199 A. borrowing portions of the work for use in compilations, other  
200 composite works, or new projects;
- 201 B. making derivative works, such as translations, videotaped versions,  
202 and film scripts;
- 203 C. adding to the work or updating the content of the work; and
- 204 D. approving decisions related to the publishing or display of new  
205 versions of the creator's work or new works based on the creator's work.

206 (g) Release of Rights. The faculty member shall assist the University in obtaining releases  
207 from persons appearing in, or giving financial or creative support to, the development or  
208 use of works in which the University has asserted an interest.

209 (h) Reconveyance of Copyright to the Faculty Member.

- 210 i. When copyright is assigned to the University in full or in part because of the  
211 provisions of this Article, the creator of the copyrighted material may request of  
212 the Director of the Office of Technology Licensing that ownership be returned to  
213 the faculty member.
- 214 ii. Such request may be granted if it does not
  - 215 A. violate any legal obligations of or to the University;
  - 216 B. limit appropriate uses of the materials by the University;
  - 217 C. create a conflict of interest for the faculty member; or
  - 218 D. otherwise conflict with specific goals of the University.
- 219 iii. Such request shall also be granted if the faculty member establishes that the  
220 University has willfully misrepresented to the faculty member's substantial  
221 detriment the necessity or cost of development expenses.

## 222 16.5 Instructional Technology and Related Instructional Materials.

- 223 (a) The University and UFF recognize the increasing development and use of technology,  
224 and related instructional materials, such as videotapes, interactive television, and  
225 computer software, to support teaching and learning and to enhance the fundamental  
226 relationship between the faculty member and the student.
  - 227 i. Instructional technology may be used to deliver distance learning.
  - 228 ii. The University and UFF affirm that instructional technology and related  
229 instructional materials should be used to the mutual benefit of the University and  
230 the faculty member.
  - 231 iii. Development of new technology for use in delivering instructional material is an  
232 invention covered by Section 16.6, and is distinguished from the use of existing or

233 new technology to deliver instructional material, which are works covered by  
234 Section 16.4.

235 (b) When the University assigns a faculty member to develop or provide instruction through  
236 the use of instructional technology or instructional material specifically designed to be  
237 used with such instructional technology, including but not limited to distance learning,  
238 the University shall provide to such faculty member:

239 i. Training and resources to support the assignment for adaptation of instructional  
240 material to instructional technology; and

241 ii. Additional compensation if the assignment is an overload assignment and/or  
242 adjustment in a faculty member's assignment.

243 (c) Property Rights and Releases. Provisions governing the intellectual property rights of  
244 faculty and releases to be obtained when the University has asserted an interest in  
245 instructional materials constituting a work are contained in Sections 16.4, above.

#### 246 16.6 Inventions.

247 (a) Faculty Exclusive Ownership Rights.

248 i. An invention made outside the field or discipline in which the faculty member  
249 conducts research, teaching, and/or service activities for the University (which  
250 shall include any enhancements, adaptations, or improvements of inventions  
251 previously disclosed, or that were required to be disclosed, hereunder) and for  
252 which no University support has been used is the property of the faculty member,  
253 who has the right to determine the disposition of such invention and revenue  
254 derived from it.

255 ii. However, the faculty member and the University may agree that the patent for  
256 such invention be pursued by the University and the proceeds shared.

257 (b) University-Supported Efforts. An invention that is made by using University support, as  
258 defined in Section 16.1(h), is the property of the University. In addition, an invention  
259 made within the field or discipline in which the faculty member conducts research,  
260 teaching, and/or service activities for the University (which shall include any  
261 enhancements, adaptations, and improvements of inventions previously disclosed or that  
262 were required to be disclosed hereunder) is the property of the University. The faculty  
263 member shall share in the proceeds from any invention that is the property of the  
264 University pursuant to this Article.

265 (c) Disclosure.

266 i. A faculty member shall fully disclose to the Office of Technology Licensing any  
267 invention that the faculty member develops, makes or reduces to practice while a  
268 faculty member of the University of Florida.

269 A. The disclosure shall include an outline of the project and the  
270 conditions under which it was conducted.

- 271                                   B.            If the faculty member wants the University to attempt to patent the  
272                                    invention, the faculty member shall explain why it has sufficient  
273                                    commercial potential to warrant the University investment in the patent  
274                                    process.
- 275            ii.    With respect to inventions made during the course of an approved outside activity  
276                    when the University has specifically waived its rights to any inventions as part of  
277                    their approval of the outside activity, the faculty member may delay such  
278                    disclosure, when necessary to protect the outside employer’s interests, until the  
279                    outside employer has made the decision whether to seek a patent.
- 280    (d) Review.
- 281            i.    If the University wishes to assert its interest in the invention, the Office of  
282                    Technology Licensing shall inform the faculty member in writing as soon as  
283                    practicable but in no case later than one hundred twenty (120) days after the  
284                    faculty member’s disclosure to the OTL.
- 285                                   A.            If the faculty member desires a preliminary, non-binding  
286                                    assessment of the University interest, the faculty member shall make a  
287                                    written request for such assessment at the time of filing the disclosure.
- 288                                   B.            Such preliminary assessment shall be provided within sixty (60)  
289                                    days, and such assessment shall not be binding upon OTL or the  
290                                    University.
- 291            ii.    The OTL shall conduct an investigation that shall assess the respective equities of  
292                    the faculty member and the University in the invention, and determine its  
293                    importance and the extent to which the University should be involved in its  
294                    protection, development, and promotion.
- 295            iii.   The OTL shall determine whether sponsored agreements require the University to  
296                    take ownership of the invention.
- 297    (e) If the University asserts an interest in an invention and the faculty member disputes the  
298            University interest, the faculty member may seek to resolve the matter pursuant to Article  
299            28, Grievance Procedure and Arbitration. During the pendency of the grievance, the  
300            invention will be assigned to the University which will take appropriate steps to protect  
301            it. If the grievance and any appeal or other legal proceedings end with a determination  
302            that the faculty member is the owner of the invention, the University shall transfer  
303            ownership of the invention to the faculty member and none of the costs incurred by the  
304            University in the dispute or for the protection of the invention prior to the transfer shall  
305            be assessed against the faculty member.
- 306    (f) Release of Rights.
- 307            i.    In the event a sponsor under a sponsored agreement has been offered the option to  
308                    apply for the patent to an invention or other rights in an invention, the University  
309                    will use its good offices in an effort to obtain the sponsor’s decision regarding the  
310                    exercise of such rights within the period set forth in the sponsored agreement.

- 311           ii.    At any stage of making the patent applications, or in the commercial application  
312                   of an invention, if the University has not otherwise assigned to a third party the  
313                   right to pursue its interests, the University may elect to withdraw from further  
314                   involvement in the protection or commercial application of the invention. At the  
315                   request of the faculty member in such case, and subject to any applicable  
316                   sponsored agreement or law, the University shall transfer the invention rights to  
317                   the faculty member, in which case the invention shall be the faculty member's  
318                   property and none of the costs incurred by the University shall be assessed against  
319                   the faculty member unless they are development expenses deducted from gross  
320                   revenues received by the University prior to the transfer.
- 321           iii.   All assignments or releases of inventions, including patent rights, by the  
322                   University to the faculty member shall contain the provision that such invention,  
323                   if patented by the faculty member, shall be available royalty-free for  
324                   governmental purposes of the State of Florida and in connection with federally-  
325                   sponsored research, the United States, and for teaching and research purposes for  
326                   all tax-exempt educational and research institutions, unless otherwise agreed in  
327                   writing by the University.
- 328           iv.    If the University ownership interest in an invention is waived, the creator must  
329                   disclose the potential conflict of interest created by the creator's ownership of the  
330                   invention when proposing research to be conducted using University resources  
331                   that could reasonably appear to influence the financial value of the invention. In  
332                   such case the University through the creator and appropriate administrators, may  
333                   establish the means to manage any conflict of interest that exists in conducting the  
334                   research.
- 335           (g) It is the policy of the University that in general research results should be publishable,  
336                   and publication of such results in appropriate venues is encouraged. However, if the  
337                   publication of research results may reveal an invention in which the University has an  
338                   interest, faculty members must ask OTL for advice on how and when to publish the  
339                   results in order that patent protection for the invention is not compromised.
- 340           (h) Voluntary Surrender of Patent Interests. A faculty member and the University may agree  
341                   to surrender any interests that the faculty member and the University might have to any  
342                   part of any prospective invention to any outside organization, if the faculty member and  
343                   the University deem such surrender to be in the best interests of the University and if  
344                   such surrender is allowable under applicable law and sponsored agreements and such  
345                   surrender does not impair the intellectual property rights of other employees, students,  
346                   and other third parties. All faculty members and other University employees involved  
347                   must agree to the surrender of the patent rights subject to the concurrence of the  
348                   University in each case.
- 349   16.7   Division of Proceeds.

- 350 (a) With regard to any work or invention owned by the University and subject to the  
351 requirements of any applicable sponsored agreements, the net adjusted income shall be  
352 distributed as follows:
- 353 i. Schedule A: Up to \$500,000:
    - 354 40% to the individual creator(s)
    - 355 10% to the University program(s)
    - 356 7.5% to the creator(s)'s department
    - 357 7.5% to the creator(s)'s college
    - 358 35% to the University
  - 359 ii. Schedule B: \$500,000 or over:
    - 360 25% to the individual creator(s)
    - 361 10% to the University program(s)
    - 362 10% to the creator(s)'s department
    - 363 10% to the creator(s)'s college
    - 364 45% to the University
  - 365 iii. Notwithstanding the above, all net adjusted income from the University sale or  
366 liquidation of equity or other ownership interests originally paid to the University  
367 by a licensee in lieu of cash royalties or license fees shall be distributed according  
368 to Schedule B. The decision as to when to sell, exchange or convert equity  
369 interests resides with the University in its sole discretion.
- 370 (b) Distributions of income shall be made semiannually on or before June 1 and December 1  
371 of each year.
- 372 i. The University may, at its sole judgment, withhold or delay distribution of any  
373 income if there is a foreseeable development expense yet to be incurred.
  - 374 ii. In instances where funds are held because of foreseeable development expenses  
375 or where expenses exceed revenue, an accounting of such shall be sent to the  
376 creator's department and college indicating the amounts received for the current  
377 six-month period and the amount of the anticipated expense or deficit.
  - 378 iii. Once expenses are known with certainty, any excess withholding shall be  
379 distributed.
- 380 (c) Payments of the portion allocated to the creator(s) must be made to creator(s)  
381 individually and cannot be assigned by the creator(s) to other parties or entities. The only  
382 exception shall be that after a creator's death, appropriate notification by the personal  
383 representative of the creator's estate, and court approval, if necessary, payment shall be  
384 made to the creator's heirs or devisees.
- 385 (d) In the event there are multiple creators for an invention or work, the creators' share shall  
386 be divided equally among all creators unless the creators agree among themselves to a  
387 different division.

- 388           i.    If the creators agree among themselves to a different split, OTL must be notified  
389                    in writing at least one month prior to the date of the first income distribution as to  
390                    the agreed upon division of income.
- 391           ii.   The portions distributed to the academic units, which are the academic units of the  
392                    creator(s) at the time of the creation of the invention or work, shall be pro-rated  
393                    when more than one unit is involved.
- 394           iii.   The University shall make the final decisions on the pro-ration of such portions to  
395                    academic units.
- 396       (e) In the case of licenses or other transactions involving multiple inventions or works, the  
397           University shall resolve any potential conflicts concerning the applicable distribution  
398           schedules after reviewing the technologies involved.
- 399       (f) That portion allocated to the program (or programs) remains under the control of the  
400           University. If there is more than one program in which the invention or work was  
401           developed, the program portion will be pro-rated as determined by the University. If a  
402           creator should leave the University, the portion allocated to the creator's program shall be  
403           allocated to that program as long as the program exists and consists of research in the  
404           same area as that conducted by the creator prior to leaving the University. If the program  
405           ends, the portion allocated to the program shall be allocated to the University. Any  
406           determinations regarding the distribution of the program portion of net income shall be at  
407           the sole discretion of the University.

408   16.8   Other Requirements.

- 409       (a) A faculty member and the University shall not commit any act that would tend to defeat  
410           the University's or the faculty member's interest in a work or invention. The University  
411           shall neither require nor pressure a faculty member to waive the faculty member's  
412           intellectual property rights, nor shall the University retaliate against a faculty member  
413           who declines to waive or otherwise exercises intellectual property rights in accordance  
414           with this Agreement as long as the intellectual property rights of the University, other  
415           employees of the University, students, and other third parties are unimpaired or not at risk  
416           of impairment. Any such waiver shall be in writing and signed by the faculty member.
- 417       (b) In accordance with recognized scientific research procedures and sponsored agreement  
418           requirements, faculty members are required to record all research data and information  
419           accurately and clearly and to keep all such data in a permanent and retrievable form. In  
420           addition, with regard to a patentable invention, original laboratory data must be kept for  
421           the life of the patent.
- 422       (c) Faculty members must securely store tangible property (such as biological materials,  
423           chemical compounds, and computer discs) related to an invention or work to which the  
424           University has asserted or may assert ownership rights.
- 425       (d) Faculty members who leave the University shall be permitted to copy their laboratory  
426           notebooks and take the copies with them, or take samples of tangible property with them,

427           although they are required to maintain the confidentiality of the data contained within the  
428           notebooks or the tangible property. The original notebooks and other research data will  
429           remain at the University.

430           (e) The University and the faculty member shall document the terms of any such transfer of  
431           tangible property.

432   16.9 Execution of Documents. Upon employment the faculty member shall be provided with a  
433   copy of this Article and shall sign an agreement recognizing the terms of this Article.