

6C7-2.029 Copyrights and Patents.

(1) General.

(a) The University of Central Florida shall have the authority to take any action necessary to secure letters of patents, copyrights, and trademarks, on any such work products produced by an employee of the University as described below, and to enforce its rights therein.

(b) The University may seek letters of patents, copyrights, or trademarks at the option of the appropriate University official on products resulting from investigations financed by the University, that is sponsored by the University and/or carried out by public funds and by persons paid by the University.

(c) Projects resulting from an investigation which is financed by the University and another co-sponsor not connected with the University shall be undertaken in accordance with the execution of a written agreement made prior to the actual initiation of the investigation. Each contract shall stipulate the patent, copyright and trademark rights of the University and the co-sponsor.

(d) All University profits derived from patents, copyrights, or trademarks shall go to the "sponsored research development fund" to be administered for the further promotion of research.

(2) Copyrights.

(a) An investigator who develops a product in any way supported by University funds, personnel, facilities, equipment, or materials shall report to the Vice President for Research his interest in having the product copyrighted. Within 120 days, the Vice President shall inform the employee whether the University seeks an interest in the copyright and a written contract shall be negotiated to reflect the interest of both parties.

(b) An investigator may procure the copyrights and receive the royalties for products provided (i) the ideas were the investigator's, (ii) the product resulted from the investigator's independent labor, and (iii) the University is not held responsible for any opinions expressed therein.

(3) Patents.

(a) Projects resulting from an investigation which is financed by a sponsor not connected with the University shall be undertaken in accordance with the execution of a written agreement made prior to the actual initiation of the investigation. Each contract shall stipulate the patent rights of the University and the co-sponsor. The University may obtain letters of patents at the option of the appropriate University official on products resulting from an investigation performed by a University employee at his own expense and on his own time in the field in which the investigator is employed by the University.

(b) The University shall not seek a letter of patent on a product resulting from an investigation performed by a University employee outside of the field in which the investigator is employed by the University and at his own expense and on his own time.

(c) The University reserves the right to enter into contract with recognized patent management and development agencies for the purpose of patent application, patent development, and patent management. In such cases, the terms of the contract shall provide for a distribution of the proceeds from the disposal of the patent between the contracting parties and the discoverer or inventor. In no case shall the proceeds allocated to the discoverer or inventor be less than 15 percent (15%) of the gross proceeds. In the event the product involved in the patent comes from research done in dissertations or in connection with dissertation problems, the amount allocated to the discoverers shall be divided between the faculty member who directed the research and the graduate student who helped with the work in a manner determined by the University to reflect their relative contribution to the research.

(d) The investigator shall report to the Vice President of Research the nature of the discovery or invention together with an outline of the project and the conditions under which it was done. The Vice President shall inform the investigator within 120 days if the University wishes to assert its interest in a patent. A decision as to whether the University will prosecute the patent will be made within 120 days from the date the discovery was announced to the Office of Research. In the event the University elects not to obtain a letter of patent, all rights to the product shall be released to the inventor or discoverer. However, the University's obligation to release the patent shall be contingent upon the execution of a written agreement with the inventor or discoverer granting the University a 10% royalty on all income generated directly or indirectly from the patented invention.

(e) When the University elects to obtain a letter of patent, the University shall pay the cost of obtaining such documents.

(f) At any stage of making the application or in securing the letter of patent, the University may withdraw and return all rights to the inventor or discoverer. Under these circumstances and subject to paragraph (e), the product shall be the property of the inventor or discoverer and none of the costs incurred by the University or on its behalf shall be assessed against the inventor or discoverer.

(g) All assignments of or release of patent rights by the University to the inventor shall contain the provision that such invention and/or process if patented by the inventor shall be available royalty free for governmental purposes of the State of Florida.

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