



Policy

UNIVERSITY POLICY SR-02.03-8/26

TO: University of West Florida Community

FROM: President Manny Diaz Jr.

SUBJECT: Intellectual Property Policy

RESPONSIBLE OFFICE: Research Administration and Engagement

The University of West Florida Intellectual Property Policy

Contents

A. Policy Purpose	3
B. Legal Considerations	3
C. University Inventions and Works	3
C.1. Definitions	4
C.2. University Rights to Inventions and Works	6
C.3. Research Financed by Outside Sponsors and Outside Consulting Arrangements	6
C.4. Relationships between the Creator and the University Regarding Inventions	7
C.5. Relationships between the Creator and the University Regarding University-Supported Works	8
C.6. Duty to Protect University Rights in Intellectual Property	8
C.7. Distribution of Net Income from Works and Inventions	9
C.8. Relationships Between Employees and the University Regarding Business Transactions	10
C.9. Electronic Courseware	11
D. Procedures Regarding Inventions and Works	14
D.1. Organization	15
D.2. Disclosure of Inventions and Works	15
D.3. Commercialization of Intellectual Property	17
E. Effective Date	17

Appendices

Appendix I

Section 1004.23, Florida Statutes located at

https://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=1000-1099/1004/Sections/1004.23.html

Appendix II

Invention Disclosure (attached)

Appendix III

Work Disclosure (attached)

Appendix IV

UFF-UWF 2026-2029 Collective Bargaining Agreement (including any supplements or updates) located at: <https://uffuwf.org/cba/>

A. Policy Purpose

University of West Florida ("UWF" or "University") Intellectual Property Policy aims to encourage and enable technology development and transfer for the benefit of the public. Recognition of and incentive to UWF inventors through the sharing of the financial benefits resulting from the development and transfer of patentable inventions and other forms of intellectual property (IP) promotes further creation and development.

The Work Disclosure Form (found in Appendix III) is the specific document used to report these materials. All University personnel have a duty to disclose works to the Office of Research Administration and Engagement (RAE) to determine ownership and potential commercial value. Ownership is generally determined by the field of employment and the level of University support.

After review and determination of ownership, the parties will work together on any assignments needed, and the University and the Creator will work together to identify opportunities, licensees and to obtain and negotiate a written agreement concerning the development, control, use, and compensation of the IP that takes into account the nature of the work, markets and methods of distribution, including, but not limited to, any academic and business objectives.

This Intellectual Property Policy is intended to further the results and benefits of IP development, disclosure, and transfer. The Policy, as set forth below, is a University-level document and applies to all "University personnel," as that term is defined in the policy.

B. The UWF Intellectual Property Policy is based on Section 1004.23, Florida Statutes, which authorizes the University to license, protect, and otherwise deal with the work products of University personnel. All UWF personnel are required to disclose work, inventions and other forms of IP which that person may develop or discover while affiliated with the University. Such a disclosure requirement is also found in Article 20 of the UWF/UFF Collective Bargaining Agreement ("CBA") between the University and the United Faculty of Florida, which governs faculty members in the collective bargaining unit. Both this policy and the collective bargaining agreement set forth the standards under which the University's ownership of such works and inventions are determined.

With the passage of the Bayh-Dole Amendments, Public Law 96-517, entitled "The Patent and Trademark Amendments Act of 1980," the federal government facilitated the retention of intellectual property, particularly inventions, by universities. The act reflects Congress' intention that these organizations use the patent system as a vehicle to "effectuate the transfer of government-funded inventions to the public."

C. University Inventions and Works

Those faculty members and other employees who are within the collective bargaining unit are governed by Article 20 of the UWF/ UFF CBA. If there is any ambiguity or conflict between the provisions of that Article and Sections C through F of this Policy, the provisions of this Article control for those faculty or employees in the bargaining unit.

C.1. Definitions

For the purposes of this Intellectual Property Policy, the following definitions shall apply:

- a. "University" shall mean the University of West Florida Board of Trustees and used interchangeably with the University of West Florida.
- b. "University personnel" shall include full-time and part-time employees of the University, including faculty, administrative and professional, University Work Force, and Other Personnel Services employees; appointees of the University, including certain faculty members and all volunteers; persons paid by or through the University, including fellows; and anyone working under University auspices. Students who are encompassed within any of these categories shall be considered "University personnel."
- c. A "work" includes any material copyrightable under U.S. Copyright law and includes 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. Instructional technology material is included in this definition.
- d. An "invention" includes all discoveries patentable under U.S. Patent law, and any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items. Instructional technology material is included in this definition.
- e. "Instructional technology material" includes 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, and combinations of the above materials, which are prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.
- f. "Intellectual property" includes all works and inventions.
- g. A "Creator" shall mean a member of University personnel who creates a work or invention.
- h. For purposes of this policy the "field or discipline field engaged in" is defined as the specific areas of teaching, research, and service for which the Creator is employed and compensated by the University, as described in their letter of appointment, position description, or annual assignment.
- i. "University support" shall include the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes funds or other such support provided by other public or private organizations when the University is the contracting party, or when such funds are arranged, administered, or controlled by the University.
- j. "Independent efforts" regarding a work means that the ideas for the work came from the

Creator, the work was not made with the use of University support, and the University is not held responsible for any opinions expressed in the work.

k. "Traditional Works of Faculty Authorship" shall mean those works of scholarship created by faculty members as part of their scholarly research and publication, such as scholarly articles published in journals independent of the University and works, such as literary or scholarly works, books, textbooks and similar publications created by faculty members incidental to their research and educational activities and which do not result directly as a specified deliverable from projects funded in whole or in part by the University or a sponsored research agency. Traditional Works of Faculty Authorship shall also include theses or dissertations of graduate students. These works shall belong to their Creators. Information owned by the University, other than confidential information of the University or third parties, such as data, illustrations, or research results which may be contained within such works of faculty authorship, shall remain the property of the University, but may be used by University faculty to create such works. Assignments or licenses to such works granted by faculty shall grant only rights to the work as a whole and shall transfer no rights to use of the University materials except as part of the work as a whole.

l. "University-supported work" shall mean a work of a Creator not made in the course of independent efforts. Notwithstanding the foregoing, "University-supported works" do not include (1) Traditional Works of Faculty Authorship; and (2) works developed without the use of appreciable University support and used solely for the purpose of assisting or enhancing the faculty member's instructional assignment.

m. "Works Made for Hire" shall mean works made for hire as defined in U.S. Copyright law, which includes works created by faculty and other University employees in the scope of their employment. Works Made for Hire includes works prepared by faculty and other employees as part of a special assignment, including online courses or other instructional work or materials, as well as course syllabi. The University is the owner and is considered the Author of such works. Traditional Works of Faculty Authorship are not Works Made for Hire.

n. "RAE" shall mean the Office of Research Administration and Engagement at University of West Florida. The Associate Vice President for Research has been designated by the President of the University to carry out the sponsored programs responsibilities as authorized by Section 1004.22, Florida Statutes, and the implementation of Section 1004.23, Florida Statutes, concerning the work products of University personnel. Only RAE shall be authorized to commit available University funds for the expenses of licensing and patenting of inventions on behalf of the University.

o. "Research Foundation" shall mean any corporation serving as a direct support organization of the University designated to promote, encourage, and aid the research activities of University faculty, staff, and students. At the sole discretion of the University, works and inventions in which the University asserts its interests may be assigned to a Research Foundation. If a work or invention is assigned to the Research Foundation, the Research Foundation follows the same policy as the University in the distribution of proceeds. If no Research Foundation is functioning on behalf of the University, references to the Research Foundation shall be disregarded or shall be deemed to refer to the University, as the context requires.

p. "Development expenses" shall mean all moneys paid by the University and Research Foundation for goods and services to protect, develop, and/or enhance the marketability or any other aspect of a work or invention, including, but not limited to, patent filing fees, protection of patent, marketing expenses, patent maintenance, consulting fees, prosecution expenses, expenses incurred in dealing with equity interests, travel, attorneys' fees, and research costs. Not included as development expenses are salaries and general operating expenses of University administrative personnel.

q. "Gross revenue" shall mean: (1) proceeds from the sale, lease, transfer, or other conveyance of an invention or work by the University and/or the Research Foundation, and (2) license issue fees, option fees, running royalties, and equity interests paid to the University and/or the Research Foundation by a licensee of an invention or work, except that such equity interests, or portion thereof, shall not be considered "gross revenue" unless and until the equity interests, or portion thereof, are sold by the University or Research Foundation. Gross revenue does not include any revenue, such as tuition or fees, direct or incidental, or other benefit received by the University as a result of the use of an invention or work by the University

r. "Net income" shall mean gross revenues less all development expenses for a work or invention and its improvements.

s. A "program" shall mean the specific University research program within which an invention or work was developed.

C.2. University Rights to Inventions and Works

A Work Disclosure of a University Invention or Work is required by all UWF personnel and is covered in Section D. below. An invention that is made in the field or discipline in which the Creator is engaged by the University or made with the use of University support is the property of the University. The Creator does hereby assign to the University all right, title, and interest in such inventions, and agrees to execute any additional documents necessary to carry out such assignment. The Creator shall share in the proceeds therefrom subject to pre-existing commitments to outside sponsoring agencies.

An invention made outside the field or discipline in which the Creator is engaged by the University and for which no University support has been used is the property of the Creator. In the latter case, however, the Creator and the University or Research Foundation may agree that the invention be pursued by the University and the proceeds shared pursuant to this Intellectual Property Policy.

A work that is made in the course of independent efforts is the property of the Creator, as are Traditional Works of Faculty Authorship. Works Made for Hire and other University-supported work are the property of the University, and the Creator does hereby assign to the University all right, title, and interest in such works, and agrees to execute all documents necessary to accomplish such assignment. Subject to pre-existing commitments to outside sponsoring agencies, the Creator shall share in the proceeds from a University-supported work derived from commercialization of the work outside of the University, if any. Proceeds will not include revenue, such as tuition or

course fees, or other benefits derived from the use of the work by the University.

C.3. Research Financed by Outside Sponsors and Outside Consulting Arrangements

It is the University's policy, except in unusual cases, to require that works and inventions developed in the course of University research sponsored by private persons, business and not-for-profit entities, and federal, state and local governmental agencies be the property of the University. An exclusive option may be accorded to the sponsor with regard to inventions. The sponsor may be offered the option to acquire an exclusive license within a stated number of months from the disclosure of the invention to RAE or the Research Foundation.

Faculty and other University employees engaged in consulting work should use great care to ensure that their consulting agreement(s) are not in conflict with the University's policies on outside activities and financial interests. All consulting agreements must provide that the rights of the University and of sponsors (federal, state, or private) of University research take precedence over and supersede the rights of outside entities for whom consulting services are provided. Consulting agreements frequently require that the consultant waive intellectual property rights as a condition of employment. The University must approve such requests in writing, and approval of such requests will be based on a determination that the University does not possess any interest in such rights or that the consulting agreement is appropriately modified to protect such University rights. Permission to waive rights to the company or the inventor will not be granted where consulting activities involve a reduction to practice of inventions or works or potential inventions or works conceived under federal sponsorship or University support. A determination by the University must be initiated by submitting a Report of Outside Activities/Determination of Conflict of Interest (available from RAE). University personnel engaged in approved consulting work are required to disclose any University work or invention made in the course of the work in accordance with the instructions of Subsection D.2. of this policy.

C.4. Relationships between the Creator and the University Regarding Inventions

Two separate relationships between the Creator and the University with regard to inventions are recognized:

1. Inventions Made Outside the Creator's Field and Without University Support

If an invention is made or developed without any University support in a field other than the field or discipline in which the Creator was engaged by the University to teach, do research, or perform other duties, the rights to the invention will be assigned to the Creator. Under these conditions, the Creator is, nevertheless, required to make full disclosure of the invention in accordance with Subsection D.2. of this policy so that the University may make a determination of rights. When the determination is made that the invention was made outside of the Creator's field and without University support, RAE will notify the Creators and will execute such documents as are necessary to return title to such inventions to the Creators.

2. Inventions in the Field in Which the Creator is Engaged or Made with University Support

If, after a full disclosure of an invention and review in accordance with Section D. of this policy, the invention is determined to have been made or developed in the field or discipline in which the Creator was engaged by University to teach, do research, or perform other duties, or the invention is determined to have been made with University support, RAE may, on behalf of the University:

(a) elect to retain or acquire title to the invention by assignment (i.e., the Creator assigns the rights to the University). RAE and the Creators will execute such documents as are necessary to protect the ownership of the invention by University. RAE will engage in the development and marketing of the invention which is solely at the discretion of RAE and the Research Foundation. Generally, RAE or the Research Foundation will seek to develop and market the invention and may elect to seek patent or other legal protection. RAE or the Research Foundation will be responsible for the development and negotiation of licensing agreements such that the invention is developed and managed in a way that serves the public interest. The University may elect to license the invention to one or more of the Creators, and the Creator(s) will thereafter be responsible for obtaining patent protection and developing the invention; or,

(b) decide the invention disclosure is premature or incomplete, in which case, the Creator will be asked to resubmit the invention disclosure when additional information is obtained; or,

(c) elect to waive the University's rights to the invention, thus allowing the Creator to protect the invention as he or she may wish. At the request of the Creator(s), the University will assign rights to the invention to the Creators, which assignment will be subject to the provisions of this subsection. If outside funds supported the work leading to the invention, the assignment will be subject to any provisions in the sponsoring agreement. In cases where the invention was supported by federal funding, the University will comply with applicable law, which at present requires that any assignment be approved by the supporting federal agency. In addition, the assignment shall reserve to University and the State of Florida the right to a fully paid-up, royalty-free, non-exclusive license to use and practice all intellectual property rights in the Invention and in the patent rights, including the ability to distribute any biological material covered under any patent rights for nonprofit academic research use as is customary in the scientific community, and the right to permit such use and practice of the Invention and patent rights by its faculty, employees, and other non-profit research or educational institutions. No assignment shall be granted until any pre-existing commitments to sponsoring agencies regarding inventions are cleared. In general, University will not waive its rights to inventions of Creators who are full-time University employees or appointees.

C.5. Relationships between the Creator and the University Regarding University- Supported Works

Any University-supported work is required to be disclosed under the procedures of Section D. The University may elect to pursue any of the alternatives described in C.4. above with regard to disclosures of University-supported works.

C.6. Duty to Protect University Rights in Intellectual Property.

University personnel have the obligation to refrain from any act that would defeat the University's rights in any works and inventions as well as the works and inventions of other University

personnel. To maintain the University's rights to obtain patent or other intellectual property protection of an invention or work, University personnel must maintain the confidentiality of each invention and University-supported work consistent with the University's decisions regarding the protection desired, commercialization, and/or other uses of the invention or work. This is particularly important for works and inventions that have been sponsored by an outside entity through a grant or contract. If the publication of research results may reveal an invention, University personnel must ask RAE or the Research Foundation for advice on how and when to publish the results in order that patent protection for the invention is not compromised. It is University's policy to publish the research results as soon as possible consistent with the securing of patent protection.

In accordance with recognized scientific research procedures, University personnel are required to record all research data and information accurately and clearly and to keep all such data in a permanent and retrievable form, which information and documents shall belong to the University. With regard to a patentable invention, original laboratory data must be kept for the life of the patent. University personnel must securely store tangible property (such as biological materials, chemical compounds, and electronic storage devices) related to an invention or work to which University has asserted or may assert its ownership rights. Personnel who leave the University may be permitted to copy their laboratory notebooks and take the copies with them, or take samples of tangible property with them, although they are required to maintain the confidentiality of the data contained within the notebooks or the tangible property. The original notebooks will remain at the University.

C.7. Distribution of Net Income from Works and Inventions

With regard to any Work or Invention title to which is owned by the University, Net Income less any foreseeable development expenses RAE or the Research Foundation (or in the case described in C.4. the Creator) deems necessary to defend or maintain the Work or Invention ("net adjusted income") will be distributed as follows:

50% Individual Creator(s) and 50% University

Notwithstanding the above, all net adjusted income from RAE or the Research Foundation's sale of equity interests originally paid to RAE or Research Foundation by a licensee shall be distributed according to the distribution schedule. Distributions of income will be made semiannually on or before June 1 and December 1 of each year. This distribution schedule allows RAE or the Research Foundation to assure that all applicable licensing and related expenses have been accounted for. RAE or the Research Foundation may, at its sole judgment, withhold or delay distribution of any income if there is a foreseeable development expense yet to be incurred. In instances where funds are held because of foreseeable development expenses or where expenses exceed revenue, an accounting of such will be sent to the Creator's department and college indicating the amounts received for the current six-month period and the amount of the anticipated expense or deficit. Once expenses are known with certainty, any excess withholding will be distributed.

Payments of the portion allocated to the Creator(s) must be made to Creator(s) individually and cannot be assigned by the Creator(s) to other parties or entities. The only exception will be that after a Creator's death, appropriate notification by the personal representative of the Creator's

estate, and court approval, if necessary, payment will be made to the Creator's heirs or devisees. An IRS Form 1099 or other appropriate form will be issued to the Creator(s) for their share of revenues. The University cannot advise individuals on the tax consequences of these payments.

In the event there are multiple Creators for an invention or work, the Creators' share will be divided equally among all Creators. If the Creators agree among themselves to a different split, RAE or the Research Foundation must be notified in writing at least one month prior to the date of the first income distribution as to the agreed-upon division of income. The University portions distributed to the academic units, which are the academic units of the Creator(s) at the time of the creation of the invention or work, will be prorated when more than one unit is involved. RAE will make the final decisions on the proration of such portions to academic units. In the case of licenses or other transactions involving multiple inventions or works, RAE shall resolve any potential conflicts concerning the applicable distribution schedules after reviewing the technologies involved. The University portion allocated to the program (or programs) remains under the control of RAE. If the invention or work was developed in more than one program, the program portion will be prorated as determined by RAE. If a Creator should leave the University, the portion allocated to the Creator's program will be allocated to that program as long as the program exists and consists of research in the same area as that conducted by the Creator prior to leaving the University. If the program ends, the portion allocated to the program will be allocated to RAE or the Research Foundation. Any determinations regarding the distribution of the University portion of net income to programs shall be at the sole discretion of RAE. RAE or the Research Foundation will utilize its share of the net income distribution to support research activities at the University. Funds allocated to academic units must be used solely for the support of research at the University.

Equity in lieu of Cash Payment.

RAE or the Research Foundation may elect to accept equity in lieu of cash payments for a license fee or royalty. The decision to accept equity in lieu of cash is made at the sole discretion of RAE or the Research Foundation and does not constitute an obligation on behalf of either entity to make a disbursement of equity to the Creator(s) or to department(s) and college(s) until the equity is sold. RAE or the Research Foundation will own and exercise all rights of ownership, including the rights to vote equity interests on all matters which are subject to the consent or approval of the holders of similar equity interests (including voting such equity interests for the election of the directors, approving or disapproving amendments to articles of incorporation, etc.). RAE or the Research Foundation will retain and own the equity interest until the sale or exchange of the interest. The decision as to when to sell or exchange equity resides in the sole discretion of the Vice President for Academic Affairs in the case of RAE and with the Board of Directors in the case of the Research Foundation. When selling, exchanging or otherwise disposing of any equity interests, RAE or the Research Foundation may agree to pay such commissions or other fees or charges and may incur such expenses as it shall determine at its sole discretion.

All such expenses are treated as development expenses in determining the net income to be distributed.

C.8. Relationships Between Employees and the University Regarding Business Transactions

University employees must obtain appropriate authorization before soliciting business from the University by completing and submitting a Report of Outside Activities/Determination of Conflict of Interest.

This form must be submitted by a Creator employee with a financial and/or managerial interest in a business or a contractual relationship (for example, an employment or consulting agreement) with a business entity which is licensing or otherwise entering into a business relationship with the University or the Research Foundation concerning the employee's invention or work.

Disclosure and approval of the interest or relationship must be accomplished by requesting an exemption under Section 112.313(12)(h), Florida Statutes ["Section 112.313(12)(h)"], which specifically requires approval by the President and Chair of the University's board of trustees. The Chair of the University's board of trustees shall submit to the Governor and the Legislature by March 1 of each year a report of the transactions approved under Section 112.313(12)(h) during the preceding year. Guidelines for submitting a request may be obtained by contacting RAE or the Research Foundation. Further information on outside activities, financial interests, and conflict of interest law and policies is found in University's Conflict of Interest Policies and Procedures available from Academic Affairs and all academic units.

C.9. Electronic Courseware

As with other inventions and works, a few areas must be considered with respect to electronic courseware: ownership of the copyright and the concerns of the Creator with respect to maintaining control over the quality of the work.

1. Copyright

In general, copyright does not protect ideas, but only the specific expression of an idea in tangible form. Copyright is a form of protection provided by the laws of the United States to the authors of "original works of authorship," including literary, dramatic, musical, artistic, and certain other intellectual works. Generally, the owner of the copyright owns the exclusive right to do and authorizes others to do the following:

- a. To reproduce the copyrighted work in copies;
- b. To prepare derivative works based upon the copyrighted work;
- c. To distribute copies of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- d. To perform the copyrighted work publicly; and
- e. To display copyrighted work publicly.

Copyright protection arises from the time the work is created in fixed form. It is an incident of the process of authorship. The copyright in the work of authorship immediately becomes the property of the author who created it. Only the author or those deriving their rights through the author can rightfully claim copyright. However, in certain circumstances, the employer and not the employee may be presumptively considered the author of the work. Such works include the following:

- a. A work prepared by an employee within the scope of his or her employment, or
- b. A work specially ordered or commissioned for use as a contribution to a collective work (i.e., part of a motion picture or other audiovisual work, translation, supplementary work, compilation, instructional text, test, answer material for a test, or atlas) if the parties agree in a signed written instrument that the work shall be considered a work made for hire.

2. Quality

In addition to copyright, Creators are concerned with the ability to maintain "quality control" of the content, presentation and use of electronic courseware that they develop, particularly for derivative works. Accordingly, it is important in general to respect the wishes of the original Creators in the University's use of their work (particularly when University has no ownership in the work). These concerns are also very important when considering the University's right to make derivative works without the original author's participation.

As set forth in the Policy and the CBA, the University does not own the rights to: (i) books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly study; and (ii) works used solely for the purpose of assisting or enhancing the faculty member's instructional assignment, including instructional technology material, as defined in the Policy and the CBA (such works being herein referred to as "Instructional Works"), and including Instructional Works presented through an online learning environment ("Electronic Courseware") if those Instructional Works are developed without the use of appreciable University support.

Generally, "appreciable University support" means use of University facilities or resources not generally available to the faculty or to other employees, and includes, but is not limited to, release time, additional state compensation, and support provided by other public or private organizations when it is arranged, administered, or controlled by the University. Use of the University library, personal computers provided for instructional assignment, or software generally available to the faculty does not, in and of itself, constitute "appreciable University support."

If the Instructional Works are developed with the use of appreciable University support, they constitute University Supported Works within the terms of the Policy and University Supported Efforts within the terms of the CBA and the University owns the rights to such works. The proceeds of any commercialization shall be shared with the Creator to the extent provided for other University Supported Works or University Supported Efforts pursuant to the terms of the Policy and the CBA. Under certain circumstances, Instructional Works may be developed as Works Made for Hire pursuant to sponsorship requirements or departmental needs. Under such circumstances, proceeds of commercialization are not shared and the Creator's rights to control derivatives are strictly controlled by contract with the Creator.

1. Electronic Courseware Developed with No Appreciable University Support and Not Presented Through an Online Learning Environment Maintained by the University

If Electronic Courseware is developed with no appreciable University support and is not presented through an on-line learning environment maintained by the University, the Electronic Courseware shall be and remain the property of the creating faculty member and the University

will assert no rights in connection therewith.

2. Electronic Courseware Developed with No Appreciable University Support Presented Through an Online Learning Environment Maintained by the University

If Electronic Courseware is developed with no appreciable University support other than presentation through an online learning environment maintained by the University (“Limited Support Electronic Courseware”), the Limited Support Electronic Courseware shall be and remain the property of the creating faculty member. However, before the Electronic Courseware is presented through the online learning environment maintained by the University, the creating faculty member and the Provost or designee (or executive officer for a non-academic unit) will enter into an agreement concerning the Electronic Courseware. The agreement will (i) set forth the process for updating and maintaining the Electronic Courseware; and (ii) provide that the University is granted a non-exclusive, non-transferable, royalty-free license in the Electronic Courseware for its educational or research use during the period when the Limited Support Electronic Courseware is used by the Creator in the University’s online learning environment and, generally, for a period of not less than two years from the date the Limited Support Electronic Courseware is last used by the Creator in the University’s online learning environment.

Except for this non-exclusive license, the Creator will have an unrestricted right to use and reproduce the original Electronic Courseware materials, to prepare derivative works therefrom, and to sell and distribute the course materials and derivative works as the Creator sees fit, without further obligation to the University (subject to the University’s policies with respect to conflicts of commitment and interest).

This provision is not intended to restrict the University and the Creator from mutually agreeing upon different terms for the license granted, nor is it intended to prohibit the University from waiving all rights to Limited Support Electronic Courseware, depending upon the specific factual situation presented.

3. Electronic Courseware Developed with Appreciable University Support

If the Electronic Courseware is directed, assigned, or developed with appreciable University support (“Standard Support Electronic Courseware”), such Standard Support Electronic Courseware shall be the property of the University. As set forth in the Policy and the CBA, a written agreement between the Creator and the Provost or designee (or executive officer for a non-academic unit) should be entered into with respect to Standard Support Electronic Courseware to reflect the equities of the faculty member and the allocation of proceeds resulting from such work, as well as provisions relating to the use or revision of such works by persons other than the Creator. This provision is not intended to restrict the University and the Creator from mutually agreeing upon different terms for the license granted, nor is it intended to prohibit the University from waiving its rights to Standard Support Electronic Courseware, depending upon the specific factual situation presented.

With respect to all Electronic Courseware materials presented through the University’s online

distance learning environment, the University needs the right to maintain continuity beyond the original Creator to the extent necessary to correct errors, to keep the content current and relevant, and to maintain the usefulness and quality of the course material as a University instructional offering.

With respect to Limited Support Electronic Courseware and in the absence of an agreement with the Creator giving the University additional rights, any University use of the Limited Support Electronic Courseware shall be without substantial modification during the license period, except for revisions provided by the Creator. At all times, the Creator's authorship shall be properly attributed.

With respect to Standard Support Electronic Courseware to which the University will assert more than the limited license described above, the agreement with the Creator will specify the University's rights to maintain continuity with respect to the Standard Support Electronic Courseware. For instance, one of the following may be selected:

- a. Creator has no objection to the Provost or designee (or executive officer for a non-academic unit) directing other employees to make insubstantial modifications;¹
- b. Creator has no objection to the Provost or designee (or executive officer for a non-academic unit) directing others to make modifications or derivative works, subject to the right of the Creator to review and approve modifications or derivative works before dissemination;
- c. Creator is granted the first opportunity to make derivative works at the request of the Provost or designee (or executive officer for a non-academic unit), on terms and conditions to be negotiated.
- d. Creator has no objection to the Provost or designee (or executive officer for a non-academic unit) directing other employees to make modifications or derivative works based thereon, with no further obligations to the Creator.

If the Creator moves to another institution, for some course material (such as material that is highly interactive and/or largely based on the Creator's pre-existing original material), it may not be practical or feasible for the course to be administered by another faculty member serving in the Creator's stead. In other situations, the course will become an integral part of an instructional offering or degree program, and the University will continue offering the material even if the original Creator leaves the University. The Provost or designee (or executive officer for a non-academic unit) must consider long-term use needs of the course materials, and work out mutually agreeable terms with the Creator. Options include, but are not limited to, discontinuing use of the course material immediately, negotiating transition arrangements such as retaining the right to use it for specified period of time while working out agreements with other faculty to take over the course and develop new material, or retaining the Creator as a consultant to provide support under contract.

Forms

Sample forms of agreements that may be used are available from the Office of the General Counsel.

¹ Modifications that are not considered substantial for this purpose shall include, but not be limited to: (a) changes in email addresses and due dates; and (b) updated and new references, journal articles, audio and video links. Any new material added should be clearly marked as not being the work of the original creator. Any deletion of material is considered substantial unless the deletion is related to the changes described in clause (a).

1. Waiver of University Rights.
2. Agreement for Limited Support Electronic Courseware.
3. Agreement for Standard Support Electronic Courseware
4. Agreement for Work Made for Hire

Waiver of Rights

Notwithstanding anything in this Policy to the contrary, the University may choose not to assert rights otherwise granted herein to any Electronic Courseware materials. Such elections must be in writing, signed by the Provost or designee (or executive officer for a non-academic unit).

D. Procedures Regarding Inventions and Works

D.1. Organization

RAE is responsible for all matters relating to patents, trademarks and copyrights as related to the identification, protection, and commercialization of intellectual property. RAE staff are the primary contacts for Creators with respect to the disclosure of inventions and works, and for subsequent stages of protection, marketing, licensing, and other activities.

D.2. Disclosure of Inventions and Works

University personnel shall promptly disclose, pursuant to the disclosure procedures set forth herein, all inventions discovered and University-supported works made by said personnel, including all instructional works.

a. Making Disclosures

A timely and complete disclosure on the designated disclosure form (Appendices I and II) to RAE or designee must also be acknowledged by the signature on the disclosure form of the Creator's department chairperson. The Disclosure form shall include as part of the disclosure, a written assignment of the intellectual property disclosed, and a written assignment to the University of the invention or work disclosed.

b. Disclosure Review

RAE will decide whether the invention disclosure is premature or incomplete. If RAE so determines, the Creator will be asked to resubmit the invention disclosure when complete or additional information is obtained.

Upon receipt of a complete and timely Disclosure, RAE will conduct a review of the disclosure that shall assess the respective equities of the Creator and the University in the invention or work and determine its importance and the extent to which the University should be involved in its protection, development, and promotion.

RAE shall recommend whether the University should assert or waive its interest in the invention or University-supported work based on a determination of potential technical and market value.

RAE may employ outside evaluators and other consultants to review the disclosure, as well as to assist in the licensing, other commercialization, or protection of the invention or work.

RAE will determine the University's interests consistent with the provisions of Section C. of this policy. It shall be the obligation of the Creator to be available to provide additional information as needed in all stages of this procedure.

c. Determination of Ownership

RAE shall inform the Creator of the University's decision regarding ownership and whether the University will seek to commercialize the intellectual property disclosed, normally no later than 120 calendar days from receipt of the complete disclosure in the case of an invention and 60 days from receipt of the complete disclosure in the case of a University-supported work.

d. Waiver of University's Interest

If the University's ownership interest is waived to the Creator(s), it is the policy of the University that the Creator(s) must disclose the potential conflict of interest created by the ownership interest when proposing research to be conducted using University resources that could reasonably appear to influence the financial value of the invention. In such cases, the University, through the Creator(s) and appropriate administrators, must have established the means to manage the conflict prior to conducting the research. At any stage in the commercialization of an invention or work, RAE or the Research Foundation may elect to withdraw from further involvement in the protection or commercial application of the invention or work. At the request of the Creator in such cases, RAE or the Research Foundation shall transfer the intellectual property rights to the Creator. If the intellectual property is subject to the ownership rights of a federal agency, the University will comply with federal law and, as needed, request approval for the assignment.

If the property rights are transferred back to the Creator, as a condition of transfer the development expenses incurred by the University may be assessed against the Creator, but payment of such assessment must be reasonable and may be deferred and required only upon, unless they are development expenses deducted from gross revenues received by RAE or the Research Foundation prior to the transfer. The transfer shall not affect the right of the University and the State of Florida to royalty-free use of the invention or work.

Note: University rules and collective bargaining agreements provide informal appeal and formal grievance procedures for University employees and students who believe that they have not been afforded their rights under those rules and agreements. Employees and students should refer to the appropriate handbooks, rules, and collective bargaining agreements for further information.

If the University's ownership interest is waived to the Creator(s), it is the policy of the University that the Creator(s) must disclose the potential conflict of interest created by the ownership interest

when proposing research to be conducted using University resources that could reasonably appear to influence the financial value of the invention. In such cases the University, through the Creator(s) and appropriate administrators, must have established the means to manage the conflict prior to conducting the research.

e. Sharing of Proceeds Among Multiple Inventors

Where there are multiple Inventors, the Inventors will be expected to agree among themselves on the fractional distribution of the “inventor” share of any Net Revenues. This agreement shall be made at the time of the invention disclosure or within a reasonable time thereafter. If no written agreement has been provided to the RAE at the time of a distribution, the Creators’ share will be divided equally among all Creators, provided further, however, that RAE may, in RAE’s sole discretion, determine a different percentage distribution when RAE reasonably believes such a different distribution is appropriate.

D.3. Commercialization of Intellectual Property

Inventions and works in which the University has asserted its ownership interest may be protected, marketed, and licensed as appropriate. RAE or the Research Foundation licensing specialist with responsibility for a particular disclosure will play a primary role in taking appropriate action on such disclosure in close collaboration with the Creator(s) and appropriate departments or colleges at the University. All final decisions with regard to inventions and works in which the University has asserted its ownership interest are made by the University.

E. Effective Date

This policy shall be effective on the date of execution by the President.

The proceeds from any works or inventions which were the subject matter of any license agreement or other transaction entered into by RAE or the Research Foundation before November 1, 1999 shall continue to be distributed pursuant to the previous University of West Florida Patent Policy or any previous agreement entered into by the Creator and the University. The proceeds from any other works or inventions are governed by the provisions of this policy.

Approved By: -

President Manny Diaz Jr.

Date:

8/3/26

Authority: Florida BOG Reg. 1.001; Florida Statute 1004.22 and 1004.23

History: Revised 11/1/99; revised 7/29/13; revised August 2026

Appendix I

Invention Disclosure Form Information

Purpose and Format of Invention Disclosure Form

This form is used to disclose an invention as required by University of West Florida Intellectual Property Policy (explained in the University of West Florida Intellectual Property Policy). (If a “work,” which refers in general to copyrightable material, must be disclosed, the disclosure should be on the form entitled “Work Disclosure.”) An invention disclosure should be made when something new and useful has been conceived or developed, or when unusual, unexpected, or unobvious research results have been achieved and can be utilized.

University of West Florida needs the information requested in this form to permit evaluation of your invention to determine whether the invention is patentable and whether commercial development is feasible. The invention should be clearly described in Section 1 of this form so that a general audience in the field of the invention can understand the technical merits of the invention, its usefulness, and possible practical applications. Information that helps evaluators understand the invention will increase its likelihood of successful patenting, if appropriate, and subsequent market development.

The remainder of the disclosure form covers general issues considered in every invention. The subject covered in Section 4 is of particular importance as the public disclosure of the invention places severe limitations on available patent protection. **Non-confidential disclosure of an invention (to people outside the University) may initiate a one-year period within which a United States patent application may be filed. If an application is not filed within that time, U.S. law prevents one from obtaining patent protection for the disclosed invention. The patent laws of most other countries are even stricter. Generally, the right to patent protection is lost immediately upon public disclosure unless a U.S. patent application is filed prior to such disclosure.** Thus, to ensure the possibility of worldwide patent protection, it is important that invention disclosures be submitted for timely review so that a U.S. patent application can be filed before public disclosure occurs.

Information used in determining rights to the invention is requested in Section 5. Identification of the financial support used during the development of the invention helps determine whether there are contractual obligations to external research sponsors that may affect such rights.

In Section 6, you are to identify the individuals who are inventors of the technology disclosed. It is important to note that inventorship is determined pursuant to United States patent law. Thus, this list may need to be revised during the process in order to accurately reflect the names of inventors. In Section 7, only the person completing the disclosure form and the department chairperson need to date and sign the form.

All questions are important, so please respond to each of them even if the answer is “none” or “not applicable”. If more space is needed, feel free to use additional sheets. For any questions regarding this form, please call Research Administration and Engagement at 850-474-2824.

UWF # _____

CONFIDENTIAL

INVENTION DISCLOSURE

1. Disclosure of Invention

An invention includes any discovery, new and useful process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification translation, or extension of these items, and any mark used in connection with these items. Under patent law, this may include drugs, newly discovered, mutated or genetically engineered microorganisms or plants, new or altered forms of plant life, vaccines, cells, tissue and organ cultures, products of recombinant DNA research, hybrid cell cultures, processes involving microorganisms, monoclonal and polyclonal antibodies, engineered proteins, and some computer programs and designs.

A. TITLE: _____

(Brief, but comprehensive, technically accurate, and descriptive)

B. CONCISE DESCRIPTION OF THE INVENTION: Your disclosure should enable someone having knowledge of the field to understand the invention. Include essential elements (features, concepts, or new results of the invention, whichever is most applicable), their relationship to one another, and their mode of operation. Identify the elements that are considered novel. Also, if the invention is an apparatus or system, attach drawings or a sketch and indicate if it has ever been built or tested. Use additional pages, attach drawings, manuscripts, papers, or other supporting material to facilitate understanding the invention. Attach any data which shows that the invention works.

{insert text here}

2. Uses/Usefulness/Any Advantages of the Invention over Currently Available Technology

Describe what is presently in the field. Identify existing devices or processes (and their shortcomings) and list any published material such as patents, commercial literature, and scientific articles relating to the invention. Identify the advantages or benefits of the invention over currently available technology, such as efficiency, cost benefit, simplicity, overcoming a defect. Identify possible uses or new uses of the invention (especially important if the invention is a chemical compound).

{insert text here}

3. Potential Commercial Applications of the Invention/Potential Licensees

A. If you are aware of a definitive licensee or a research sponsor who will license this invention, we must know immediately. Please indicate that company (with specific individual and phone number) in the space below:

B. Where would your invention have the most commercial value? Please indicate your evaluation by ranking the following geographic areas (1 being the highest).

United States _____ Japan _____

Europe _____ Other (Please specify) _____

C. Please estimate the annual sales of your invention three years after product launch, and explain how you arrived at this number. \$ _____

D. Have you communicated with any industry representative regarding your invention? YES _____ NO _____

Date of Disclosure _____

Company _____

Address _____

City/State/Zip _____

Telephone Number _____

Individual Contact _____

Official Title _____

Was such disclosure made under a confidentiality agreement? YES _____ NO _____

E. Do you wish to license this invention for your own company? YES _____ NO _____

F. Do you wish to continue research on this invention if the entity licensing the invention provides funding? YES _____ NO _____

4. Public Disclosure/Publication Plans

Public disclosure includes abstracts and presentations at scientific meetings (including poster sessions), public seminars, shelving of theses, publications, disclosure to others outside of University who have not signed a confidentiality agreement, and the use, sale, or offer of sale of the invention. Identify dates and circumstances of any such disclosures. Also, indicate your future disclosure or publication plans, and NOTIFY Research Administration and Engagement if the

invention becomes publicly disclosed or published in the future (whether by plan or inadvertently).

Which of the following have you done or do you intend to do?

	YES	NO	DATE
Publish	_____	___	__ _____
Oral Presentation	_____	___	__ _____
Poster Session	_____	___	__ _____
Disclose to Industry Rep.	_____	___	__ _____
Other Public Dissemination	_____	___	__ _____

5. Financial Support/Contract Identification

Identify the specific grant or contract number(s) (not the account number) and the external sponsors (governmental agencies, industrial sponsors, private agencies, or others) which provided support used to defray costs related to the research from which the invention resulted. This information is needed to determine whether this invention is subject to any commitments or restrictions arising from the terms of sponsorship.

A. University Support:

NOTE: The percentages indicated in A. and B. must add up to 100%.

1. Name and address of the University facility where the invention was developed:

Name _____

Address _____

City, State, Zip _____

2. Please provide the following information regarding any contract and grant support for the invention process. (Please provide the following information for each contract or grant that supported the invention process; attach additional sheets if necessary.)

Name _____

Grant/Contract # _____

Address _____

City, State, Zip _____

P.I. Name _____

Grant/Contract Title _____

What was the percentage of contribution through this contract/grant? _____%

3. What was the University's percentage of support apart from any contracts and grants to the invention process? _____% (Support includes facilities, personnel, including yourself, and supplies as well as money.)

B. Other Support _____% Please explain the circumstances of this support.

C. Did any of the inventors use a biological, chemical or physical material or substance obtained from others to create this invention? YES _____ NO _____.

If YES, did a Materials Transfer Agreement or other document accompany the transfer?

YES _____ NO _____ Please list any such agreements.

D. Did you submit a Report of Outside Activity for this and the previous academic year? YES _____ NO _____ (If yes, please provide copies of the approved Report of Outside Activity with this invention disclosure form.)

6. IDENTIFICATION OF CONTRIBUTOR(S)

List below all persons who have contributed to the conception or reduction to practice of this invention. Please provide addresses and phone numbers where they may be contacted.

-- Researcher #1 --

_____ First Name	_____ Middle Name	_____ Last Name
_____ Work Address	_____ Home Address	
_____ City, State, Zip, Country	_____ City, State, Zip, Country	
_____ Work Phone Number	_____ Home Phone Number	
_____ Work Fax Number	_____ E-Mail Address	
_____ UWF ID	_____ Citizenship	

Researcher Title and University affiliation, i.e., Department, Center, College, Other

-- Researcher #2 --

First Name	Middle Name	Last Name
Work Address	Home Address	
City, State, Zip, Country	City, State, Zip, Country	
Work Phone Number	Home Phone Number	
Work Fax Number	E-Mail Address	
UWF ID	Citizenship	

Researcher Title and University affiliation, i.e., Department, Center, College, Other

-- Researcher #3 --

First Name	Middle Name	Last Name
Work Address	Home Address	
City, State, Zip, Country	City, State, Zip, Country	
Work Phone Number	Home Phone Number	
Work Fax Number	E-Mail Address	
UWF ID	Citizenship	

Researcher Title and University affiliation, i.e., Department, Center, College, Other

Note: The foregoing list should include names of all persons who may qualify as legal inventors. Inventorship is a legal question which is generally determined by the attorney of record at the time a patent application is filed. A statement which discusses the concept of inventorship is available from Research Administration and Engagement.

7. Signatures

Signature of Inventor submitting disclosure:

Signature _____

Date _____

Department Chair of each inventor should confirm the proportion of University contribution, including percentages of contract and grant support, to the invention (See item 5).

	(1)	(2)	(3)
Dept. Chair	_____	_____	_____
Signature	_____	_____	_____
Date	_____	_____	_____

College Dean of each inventor should confirm the proportion of University contribution, including percentages of contract and grant support, to the invention (See item 5).

	(1)	(2)	(3)
College Dean	_____	_____	_____

Signature _____

Date _____

8. University Decision (to be completed by the Office of Research Administration and Engagement).

Does University assert or waive its interests in the work(s) as disclosed?

Asserts _____ Waives _____

Associate Vice President for Research and
Administration or designee

Date

Appendix II

Work Disclosure Form

I. Purpose and Format of Work Disclosure Form

This form is used to disclose a University-supported work(s), generally, copyrightable materials, as required by University of West Florida Intellectual Property Policy (SR-02.01-07/13). (Inventions should be disclosed on the form entitled "Invention Disclosure.") All questions are important so please respond to each of them even if the answer is "none" or "not applicable". If more space is needed, feel free to use additional sheets. For any questions regarding this form, please contact Research Administration and Engagement.

II. Disclosure of Work(s)

A. Title: _____

(Short descriptive title)

B. Briefly describe the work(s), including the date that the project was begun, and the date of (expected) completion, and the medium (book, computer program, sound recording, sculpture, and so forth).

{insert text here}

III. Support

A. List all University facilities and materials used in the development of the work(s).

Facility/material/personnel	Dates	Total	hours	Costs
1. _____				
2. _____				
3. _____				
4. _____				

Total costs: _____

B. If any of the University support described above was through a grant or contract, please provide the following information for each such contract or grant:

Name _____

Grant/Contract# _____

Address _____

City, State, Zip _____

P.I. Name _____

Grant/Contract Title _____

What was the percentage of contribution to the work through this contract/grant?

_____ %

- C. Did you or any of the authors use material from others (such as software or manuscripts) to produce the work?

YES _____ NO _____

If yes, please explain the nature of these materials.

{insert text here}

IV. Statement

Provide a brief statement describing (1) the work(s), (2) the circumstance under which the work(s) was developed, (3) what interest you believe the University has in the work(s); and the (4) proposed disposition of proceeds if the University waives its interest in the work(s). *If the University waives its interests in the work(s), the author(s) must ensure that the University is not held responsible for any opinions expressed in the work(s).*

{insert text here}

V. Author(s) (Attach additional sheets if there are more than two authors of the work(s).)

(1) Name _____

Title/Position _____

Business Address _____

City, State, Zip _____

Telephone Number _____

(2) Name _____

Title/Position _____

Business Address _____

City, State, Zip _____

Telephone Number _____

Signature of Author submitting disclosure:

Signature _____

Date _____

VI. Signature of Department Chairperson(s):

The Department Chairperson of each author should confirm the proportion of University contribution, including percentages of contract and grant support, to the work(s).

	(1)	(2)
Dept. Chair	_____	_____
Signature	_____	_____
Date	_____	_____

VII. University Decision (to be filled in by Research Administration and Engagement).

Does University assert or waive its interests in the work(s) as disclosed?

Asserts _____ **Waives** _____

**Associate Vice President for Research
Administration or designee**

Date