

Regulations of Florida A&M University



10.128 Copyrights and Patents.

(1) University Authority and Responsibilities. Section 1004.23, F.S., authorizes the University to establish rules and procedures regarding patents, copyrights, and trademarks. This rule and the procedures stated herein are supplemented by the terms of the BOR/UFF Collective Bargaining Agreement for employees who are members of the collective bargaining agreement.

(2) Copyrights – An employee, including a University Support Personnel System employee, may procure copyrights, and receive the royalties resulting therefrom, for the employee’s products provided the ideas came from the employee, the products were the result of the employee’s independent labors, and the employer was not held responsible for any opinions expressed therein. If the products were in any way supported by University funds, personnel, facilities equipment, or materials, the employee shall report to the President or President’s designee the employee’s interest in having the product copyrighted. Within 60 days after receiving such report, the President or President’s designee will inform the employee whether the employer seeks an interest in the copyright or works, and written contract shall thereafter be negotiated to reflect the interest of both parties. All such agreements shall comport with and satisfy any pre-existing commitments to outside sponsoring agencies, but the employee shall not commit any act which would tend to defeat the employer’s interest in the matter and shall take any necessary steps to protect such interest.

(3) Patents.

(a) An employee shall disclose to the University all patentable inventions and technological developments which the employee may develop or discover while an employee of the University. With respect to discoveries or inventions made during the course of approved outside employment, the employee may delay such disclosure, when necessary to protect the outside employer’s interest, until the decision has been made whether to seek a patent.

(b) All discoveries or inventions made outside the field in which the discoverer or inventor is employed by the University and for which the employer has provided no support are the private property of the inventor. The employee and the employer may agree that the patent for any such discovery and invention be pursued by the University and the proceeds shared.

(c) Except for discoveries or inventions made during the course of approved outside employment, a discovery or invention which is made in the field in which the investigator is employed by the University or by using University funds, facilities, materials, equipment, personnel or propriety technological information, is the property of Florida A & M University and the inventor shall share in the proceeds therefrom.

(d) Although an employee may, in accordance with Rule 6C3-10.135, F.A.C., Outside Employment, engage in outside employment pursuant to a consulting agreement requiring waiver of the employee's rights to any patentable inventions or discoveries which arise during the course of such outside employment, the employee shall not, in doing so, sell or assign patent rights to inventions or discoveries conceived or developed as an employee of the University. An employee who proposes to engage in such outside employment shall furnish a copy of this patents policy to the outside employer prior to or at the time the consulting agreement is executed.

(e) Reporting Procedures – The employee shall report to the President or President's designee the nature of the discovery or invention together with an outline of the project and the conditions under which it was done. If the employer wishes to assert its interest in the patent, the President or President's designee shall inform the employee within 60 days. The employer shall designate a representative to conduct an investigation which shall assess the respective equities of the employee and the employer in the invention or technological development, and determine its importance and the extent to which the employer should be involved in its protection, development, and promotion. The division of proceeds between the employer and the employee generated by the licensing or assignment of patent rights or trade secrets shall be negotiated and reflected in a written contract between the employer and the employee. All such agreements shall comport with and satisfy any pre-existing commitments to outside sponsoring agencies, but the employee shall not commit any

act which would tend to defeat the employer's interest in the matter and shall take any necessary steps to protect such interest.

(f) A decision as to whether the employer will apply for the patent will be made within 120 days from the date of the disclosure to the President or President's designee. In the event a contractor had been offered the option to apply for the patent, the employer will use its good offices in an effort to obtain such a decision within 120 days. At any stage of making the patent application, or in the development of a patent secured, if it has not otherwise assigned to a third party the right to pursue its interests, the employer may withdraw and shall return the patent rights to the employee, in which case the patent shall be the employee's property and none of the costs incurred by the employer or on its behalf shall be assessed against the inventor. All assignments of or release of patent rights by the employer to the employee shall contain the provision that such invention or process, if patented by the employee, shall be available royalty-free for governmental purposes of the State of Florida.

Specific Authority: 1004.23, F.S.; History: New 6-27-96 (Formerly Rule 6C3-10.142).