

**Graduate Council Policy and Procedures Subcommittee**  
**October 25, 2007**  
**8:30 a.m., MH 243**

**AGENDA**

1. Welcome and call to order
2. Approval of minutes from October 11, 2007
3. Review of Patent Policy Catalog Copy
4. Resolution 3: Electronic Thesis and Dissertation Dissemination Policy
5. Announcements and adjournment
6. Next meeting: November 8, 2007, 8:30 a.m., MH 243

## **GRADUATE COUNCIL POLICY SUBCOMMITTEE APPROVAL REQUESTED.**

### **Proprietary and Confidential Information**

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It is the intent of the University to foster the professional development of its faculty and students. In particular, the proprietary and patent policies serve to protect the interests of UCF graduate students so that they can engage in research that will ultimately be published. In no circumstances should the University knowingly enter into agreement with outside agencies that would prevent the ultimate publication of the graduate student's work, as a thesis or dissertation or otherwise. These policies also help to clarify protections for intellectual property contained in theses/dissertations for students who engage in employment outside the University.

If thesis or dissertation work is supported by a contractual agreement with an outside agency, and provision was made in the agreement to delay disclosure of the study's results for the purpose of filing a patent or copyright, then this section describes procedures for handling the thesis/dissertation. (See also Patent and Invention Policy in the *Graduate Catalog* for explanations of rights associated with patents and copyrights.)

1. Only for those theses and dissertations where a prior written agreement was made between UCF and an outside agency or where the University wishes to pursue a copyright/patent may publication of the thesis/dissertation be delayed, or in exceptional circumstances as determined by the University on a case by case basis. Review and delay of disclosure of the thesis/dissertation may take up to 6 months.
2. The review by the outside agency or by the University for the purpose of copyright or patent will follow the oral defense of the document. If it appears that the review process will delay certification of the degree or if the delay of disclosure is exercised, the certification process will be completed but the thesis or dissertation will not be released for up to 6 months.
3. Contractual agreements that contain provisions for review and delay of disclosure such as material that is sensitive, classified, or will be patented shall be reviewed by the Office of Research and Commercialization. Exceptional cases may include a delay of disclosure for more than six months and/or review prior to the oral defense.
4. The student and the student's Advisor shall be informed by the principal investigator of the possibility of the delay of disclosure at the time of appointment of the Advisor.

### **Patent and Invention Policy**

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The "Patent and Invention Policy" for graduate students is included here in its entirety. Departments and colleges should discuss this policy with graduate students at orientations.

**PREMISE:** UCF has three fundamental responsibilities with regard to graduate student research. They are to (1) support an academic environment that stimulates the spirit of inquiry, (2) develop the intellectual property stemming from research, and (3) disseminate the intellectual property to the general public. In most cases, UCF owns the intellectual property developed using University resources. The graduate student as inventor will according to this policy share in the proceeds of the invention.

**University Authority and Responsibilities:** Florida Statute Section 1004.23 authorizes the University to take any action necessary to secure letters of patents, copyrights, and trademarks

on any work products and to enforce its rights therein. ~~This policy applies to graduate students who are considered University personnel.~~

~~4~~ **Definitions:** For the purposes of this policy the following definitions shall apply:

- a. A **work** includes any copyrightable material (other than journal articles) such as printed material, computer software or databases, audio or visual materials, circuit diagrams, mask works, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works.
- b. An **Invention** includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or improvement of these items, and any mark used in connection with these items.
- c. **Instructional Technology Material** includes motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer-assisted instructional course work, programmed exhibits, and combinations of the above materials. ~~which were prepared or produced in whole or part by a graduate student, and which are used to assist or enhance instruction.~~
- d. **University Support** includes the use of University funds, personnel, facilities, equipment, materials, or technological information not generally available to students, and includes such support provided by other public or private organizations when it is arranged, administered, and/or controlled by the University.
- e. **Student-generated Effort** means that the ideas come from the graduate student alone outside the field or discipline for which the graduate student is employed by the University, the work was not made with the use of University support, and the University is not held responsible for any opinions expressed in the effort.
- f. **Research** means the inquiry or examination in some field of knowledge undertaken to establish facts or principles that are true, that would contribute to the general knowledge base. Research, as used in this policy, does not include work done in an internship or coop setting where new knowledge in a field is not actively sought, but rather a setting that offers a real life experience for the graduate student.

## 2. Rights to Work(s)

- a. **Student-generated Effort**—A **work** made solely by the graduate student, outside the field or discipline for which the graduate student is employed by the University, is the property of the graduate student, who has the right to determine the disposition of such **work** and the revenue derived from such **work**.
- b. **University-supported Efforts**—If the **work** was not made solely in the course of student-generated efforts, the **work** is the property of the University, and the graduate student shall share in the proceeds therefrom.

### ~~e~~ 1. **Disclosure**

- ~~1~~ 2. Upon creation of a **work** that may have commercial value is potentially patentable, and prior to any publication, the graduate student shall disclose to the Office of Research and Commercialization any **work** made in the course of University-supported efforts, together with an outline of the project and the conditions under which it was done.

~~2-3.~~ The Office of Research and Commercialization shall gather information to assess the relative equities of the graduate student and the University in the **work**.

~~3-4.~~ Within 120 days after such disclosure, the Office of Research and Commercialization will inform the graduate student whether the University seeks an interest in the **work**.

~~4-5.~~ The graduate student and the University shall not commit any act which would tend to defeat the University's or graduate student's interest in the **work** and shall take any necessary steps to protect such interests.

c. Exceptions – The University shall not assert rights to the following works:

1. Those works for which the intended purpose is to disseminate the results of academic research or scholarly study, such as books, articles, electronic or digital media; and

2. Works developed without the use of appreciable University support and used solely for instruction.

3. Rights to Inventions

a. **Student-generated Efforts**

All **inventions** made outside the field or discipline in which the graduate student is employed by the University and for which no University support has been used are the property of the graduate student.

b. **University-supported Efforts**

An **invention** made in the field or discipline in which the graduate student is employed by the University, or receiving University support, is the property of the University and the graduate student shall share in the proceeds therefrom.

~~1-1.~~ **Disclosure**

~~1-2.~~ A graduate student as inventor or co-inventor shall fully and completely disclose to the Office of Research and Commercialization all **inventions** which the inventor(s) may develop or discover while a graduate student of the University, together with an outline of the conditions under which it was done. ~~With respect to inventions made during the course of outside employment, the graduate student as inventor or co-inventor may delay such disclosure, when necessary to protect the outside employer's interest, until the decision has been made by the outside employer whether to seek a patent.~~

~~2-3.~~ The Office of Research and Commercialization shall inform the graduate student as inventor as well as all other inventors within 120 days of disclosure as to whether the University wishes to assert an ownership interest in the intellectual property.

~~3-4.~~ The division of proceeds generated by the licensing or assignment of an **invention**, shall be according to the established royalty division set forth in the patent policy of the University of Central Florida Research Foundation.

~~4-5.~~ The graduate student as inventor(s) and the University shall not commit any act which would tend to defeat the University's or inventors' interest in the **invention** and shall take any necessary steps to protect such interests.

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#### 4. Release of Rights

At any stage of making the patent [or copyright](#) applications, or in the commercial application of an **invention**, if it has not otherwise assigned to a third party the right to pursue its interests, the Office of Research and Commercialization, may elect to withdraw from further involvement in the protection or commercial application of the **invention**. At the request of the graduate student in such case, the University shall transfer the **invention** rights to the inventor(s), in which case the **invention** shall be the inventor(s) property, and none of the costs incurred by the University or on its behalf shall be assessed against the inventor in whole or in part.

#### 5. University Policy

- a. The University has a policy addressing the division of proceeds between graduate students and faculty when the **research** is done and results in a dissertation, University Regulations, 6C7-2.029 Copyrights and Patents). The University also has a policy addressing the division of proceeds between UCF inventor(s) and the University (see University Regulations, 6C7-2.029). It is also contained in the Patents and Copyrights Policy of the UCF Research Foundation. This same division of royalties that are described in that policy will apply in the disbursement of royalty income to graduate students as inventor(s), unless this has been negotiated in a separate contractual agreement.
- b. All sponsored **research** done by graduate students enrolled at the University for and with companies must have a contractual agreement with UCF negotiated at the start of that research [including any appropriate non-disclosure arrangements](#). Graduate students must be informed at the start of the research about any contractual agreements that would concern future publication of their research work.
- c. Dissertation or thesis dissemination can be delayed because of patent or proprietary information concerns of a sponsor. This can occur when a prior contractual agreement has been entered into that includes provisions for a research sponsor's review between the sponsor and University.. (See Proprietary and Confidential Information in the *Graduate Catalog*.)

**REQUIRES GRADUATE COUNCIL POLICY SUBCOMMITTEE AND FACULTY SENATE APPROVAL.**

Resolution GS-1: Thesis and Dissertation Submittals

Whereas, the originality of thesis and dissertation work reflects directly on the quality of the institution, its faculty, and its students, and

Whereas, many students are using the web extensively for their research, sometimes without understanding attribution, and

Whereas, UCF makes available Turnitin.com for faculty and students to ensure that the work of the student is original,

And whereas, General Counsel has taken necessary actions with Turnitin.com to ensure that providing theses/dissertations to Turnitin.com will not jeopardize intellectual property for the authors of these works,

Therefore, be it resolved, that UCF will require all students submitting a thesis or dissertation that meet graduate degree requirements to submit the thesis or dissertation through Turnitin.com. Turnitin.com will supply the results to the ETD committee chair for review.

**REQUIRES GRADUATE COUNCIL POLICY SUBCOMMITTEE AND FACULTY SENATE APPROVAL.**

**Resolution 2006-2007-3 Electronic Thesis and Dissertations Dissemination Policy**

**Whereas**, the university is dedicated to open access of original work for the purposes of scholarship, and

**Whereas**, the university is mindful of protecting the rights of our students with regard to their original work,

**Be it resolved**, UCF will provide the following options for all graduate students submitting an Electronic Thesis and Dissertation where the university has no declared interest in pursuing the patent as determined by the Office of Research and Commercialization:

1. immediate worldwide dissemination with no restrictions
2. dissemination with limited access to the UCF community (its library patrons, including interlibrary sharing and release to ProQuest) for a period of one or three years and the declaration of this occurs during the final submission. Once the initial request is granted, additional extensions of one year can be obtained by notification to the Office of Graduate Studies using the Request to Extend Electronic Thesis and Dissertation Access Limitations form. It is the responsibility of the student to request any such extension; otherwise, the document will automatically be released for electronic dissemination.
3. hold my thesis or dissertation for up to six months to pursue a patent.

**DOES NOT REQUIRE GRADUATE COUNCIL POLICY SUBCOMMITTEE APPROVAL.**

**From ETD Final Submission Site:**

**Note: this site can only be accessed by those graduate students where the university**

**Availability:**

In addition to the unrestricted display of the bibliographic information and the abstract, I agree that the above mentioned document be placed in the ETD archive with the following status (choose 1, 2, or 3 below and check the appropriate selection):

**Select the level of access for your document:**

- Release the entire work immediately for access worldwide.
- Restrict access of the entire work to the University of Central Florida and all patrons of its libraries, including interlibrary sharing and release to ProQuest Information and Learning. ETDs may be restricted to UCF access for a period of one to three years and the declaration of this occurs during the final submission. Once the initial request is granted, additional extensions of one year can be obtained by notification to the Division of Graduate Studies using the Request to Extend Electronic Thesis and Dissertation Access Limitations form. It is the responsibility of the student to request any such extension; otherwise, the document will automatically be released for electronic dissemination.
- Hold my work for up to six months so that I can pursue a patent.

**has no declared interest in pursuing a patent, as determined by the Office of Research and Commercialization.**





## Intellectual Property Declaration

To be completed and signed by the student and verified and signed by the thesis or dissertation adviser(s).

**Is this thesis or dissertation being conducted under a research agreement with an outside, non-federal agency?**

No

Yes

**Does this thesis or dissertation contain intellectual property for which a patent or patents will be pursued?**

No This thesis or dissertation contains no intellectual property for which a patent will be pursued. Normal University dissemination policy should apply following acceptance.

Yes This thesis or dissertation includes intellectual property for which a patent or patents will be pursued. Pending investigation of such potential or related patents, the thesis or dissertation could be embargoed and all access blocked.

The expressed understanding is that these special procedures will in no way affect acceptance of the student thesis or dissertation by the University or impede progress toward or delay in granting the student's intended degree. These measures are aimed solely at protecting the rights of the University and the inventor(s).

In addition, in making this declaration, we, the undersigned, agree to take the following actions:

1. Complete and file an Invention/Patent Declaration form with the Office of Research and Commercialization within one (1) week of the latest date noted on this declaration
2. Participate in any hearing, forum or investigation, at any level requested, to verify the potential patentability of the ideas both related to and expressed within the thesis or dissertation below

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**Student PID**

\_\_\_\_\_  
**Signature of Student**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Thesis or Dissertation Adviser(s)**

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**Date**

\_\_\_\_\_  
**Student Printed Name**

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**Adviser(s) Printed Name**

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**Thesis or Dissertation Title / Working Title**

# ETD / PATENT SUBMISSION FLOWCHART DRAFT 30907

