



University of Florida Intellectual Property Policy

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A. General Comments

Central to the purpose of the University of Florida are teaching, research, and service. Research is undertaken to educate students, to stimulate a spirit of inquiry, to solve problems, and to discover new knowledge. Patentable inventions and other marketable forms of intellectual property may result from research conducted by personnel of the University. The University of Florida believes that a university has an obligation to serve the public interest by insuring that such intellectual property is appropriately developed.

The University of Florida Intellectual Property Policy is meant to encourage and enable technology development and transfer for the benefit of the public. Adequate recognition of and incentive to potential inventors through sharing of financial benefits resulting from the transfer and development of patentable inventions and other marketable forms of intellectual property encourages the creation of such intellectual property. At the same time, the University's share in the financial benefits provides funds for further research at the University.

In order to have successful technology transfer, a team effort on the part of the creator of the intellectual property, the staff of the University's Office of Technology Licensing (OTL), the administrative staff of the creator's department and college, and others involved in the creator's research enterprise is necessary. Many factors must come together to make technology transfer successful. There must be appropriate intellectual property; an effort on the part of the creator to assist in protecting and marketing the intellectual property; an effort on the part of OTL to protect, market, and license the intellectual property; a corporate licensee that is willing to invest the money, time, and effort to turn the intellectual property into a marketable product; and a market that is ready to buy the product when it has been fully developed and is ready to be sold. The University's policy is intended to further that result.

The Intellectual Property 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. Legal Considerations

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. In this act the federal government gives nonprofit organizations, including universities, the right to retain title to inventions they have made in the performance of government grants and contracts. 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."

The Intellectual Property Policy of the University of Florida is based on Section 1004.23, Fla. Stat. (Appendix I), which authorizes the University to license, protect, and otherwise deal with the work products of University personnel. The University has implemented this authority through University of Florida Regulation 1.018 (Appendix II), which requires that all University of Florida personnel disclose certain works and all inventions that the person may develop or discover while affiliated with the University. Such a disclosure requirement is also found in Article 22 of the Collective Bargaining Agreement between the University of Florida Board of Trustees and the United Faculty of Florida (“UFBOT/UFF CBA” Appendix III), which governs faculty members and other employees in the collective bargaining unit. Both the regulation and the collective bargaining agreement set forth the standards under which the University’s ownership of such works and inventions are determined.

C. University Inventions and Works

Those faculty members and other employees who are within the collective bargaining unit are governed by Article 22 of the UFBOT/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 the Article control for those faculty and other employees in the bargaining unit.

C.1. Definitions

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

A “Creator” shall mean a member of University Personnel who creates a Work or Invention.

“Cultivar Royalty Policy” shall mean that policy covering certain materials developed by certain University Personnel of the University’s Institute of Food and Agricultural Sciences/Florida Agricultural Experiment Station who are involved in the breeding and development of cultivars, germplasm lines, or other genetic material, as defined in that policy (Appendix IV).

“Development Expenses” shall mean all monies paid by the University and University of Florida Research Foundation (“UFRF”) 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, Intellectual Property protection and patent enforcement and defense expenses, marketing expenses, patent maintenance fees, consulting fees, prosecution expenses, expenses incurred in dealing with equity and other ownership interests, travel, attorneys’ fees, commercialization expenses, and research costs. Not included as Development Expenses are salaries and general operating expenses of University administrative personnel.

“Gross Revenue” shall mean (1) proceeds from the sale, lease, transfer, or other conveyance of an Invention or Work by the University and/or UFRF, and (2) license issue fees, option fees, running royalties, and equity or other ownership interests paid to the University and/or UFRF by a licensee of an Invention or Work, except that such equity or other ownership interests, or portion thereof, shall not be considered “Gross Revenue” until the equity or other ownership interests, or portion thereof, are sold by UFRF.

“Independent Efforts” with regard to 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.

“Intellectual Property” includes all Works and Inventions.

An “Invention” shall include 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.

“Net Income” shall mean Gross Revenues less all Development Expenses for a Work or Invention and its improvements.

“OTL” shall mean the Office of Technology Licensing. This office is responsible for implementation of Section 1004.23, Fla. Stat., concerning all matters relating to patents, trademarks, and copyrights related to identification, protection, defense, and commercialization of University-owned Works and Inventions. The OTL represents the University in the implementation of this Intellectual Property Policy with regard to governmental entities, industry, and the public. Only the President and the Sr. Vice President / C.O.O. and their designees are authorized to commit available University funds for the expenses of licensing and patenting inventions on behalf of the University.

A “Program” shall mean the specific University research program within which an Invention or Work was developed.

“UFRF” shall mean the University of Florida Research Foundation, Incorporated, a direct support, not-for-profit organization incorporated in August 1986, in the State of Florida, to promote, encourage and provide assistance to the research activities of University faculty, staff, and students. UFRF may take equity or other ownership interests in licensee entities. At the sole discretion of the University, Works and Inventions in which the University asserts its interests may be assigned to UFRF. If a Work or Invention is assigned to UFRF, UFRF follows the same policy as the University in the distribution of proceeds.

“University” shall mean the University of Florida.

“University Personnel” shall include all full-time and part-time employees of the University, including, Academic Personnel (AP), Technical, Executive, Administrative and Managerial Support (TEAMS), University Support Personnel System (USPS), and Other Personnel Services (OPS) 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.”

“University Support” shall include the use of University funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.

“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 scholarly articles published in journals independent of the University and theses or dissertations of graduate students. With regard to faculty members and other employees in the collective bargaining unit, “University-supported Works” do not include: (1) scholarly or artistic works, the intended purpose of which is to disseminate the results of academic research, scholarly study, or artistic expression; and (2) “Instructional Material,” as defined in the UFBOT/UFF CBA except if the University has either (a) expressly commissioned the faculty member in writing to produce, or participate in production of, the Work with University funds for a specific University purpose or (b) expressly assigned the faculty member in writing to produce or participate in the production of the Work.

A “Work” shall include any copyrightable 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, and pictorial or graphic works.

C.2. University Rights to Inventions and Works

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 shall share in the proceeds therefrom subject to preexisting 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 OTL 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. A University-supported Work is the property of the University. The Creator shall share in the proceeds from a University-supported Work subject to preexisting commitments to outside sponsoring agencies.

University Personnel are required to disclose promptly, pursuant to the disclosure procedures set forth in section D.2., all their Inventions and University-supported Works. All Inventions must be disclosed, even those the Creator believes to be unrelated to his or her University duties and not involving the use of University Support.

When an Invention is a release cultivar, as that term is defined in the Cultivar Royalty Policy, invented by University Personnel and encompassed within the terms of that policy (Appendix IV), the disclosure requirements, the distribution of proceeds, and handling of that Invention, shall be governed by that policy in lieu of subsections C.4., C.5., and C.6., and section D. of this policy.

University Personnel have the obligation to refrain from any act that would impair the University's rights in any Works and Inventions they make as well as the Works and Inventions of other University Personnel. See the Intellectual Property Agreement, Appendix V, which all University Personnel are required to sign. In order 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, along with applicable data and tangible property (such as, biological materials, chemical compounds, and electronic storage media) 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 outside entities through a grant or contract. If the publication of research results may reveal an Invention, University Personnel must ask OTL for advice on how and when to publish the results in order that patent protection for the Invention is not compromised. It is the University's policy to publish the research results as soon as possible consistent with securing 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. In addition, with regard to a patentable Invention, original laboratory data must be kept for the life of the patent. University Personnel must also securely store tangible property (such as, biological materials, chemical compounds, and electronic storage media) related to an Invention or Work to which the University has asserted or may assert its ownership rights. Personnel who leave the University may be permitted to copy their laboratory notebooks and records and other research data and take the copies with them, and take samples of tangible property with them, although they are required to maintain the confidentiality of the data contained within the notebooks and records and the tangible property pursuant to this Intellectual Property Policy. The original notebooks and other research data will remain at 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, businesses, not-for-profit entities, and state and local governmental agencies be the property of the University. An exclusive option may be accorded to the sponsor with regard to Intellectual Property. The sponsor may be offered the option to acquire an exclusive license within a stated number of months from the disclosure of the Invention or Work.

Faculty and other University employees engaged in consulting work should use great care to ensure that their consulting agreements do not conflict with the University's policies on outside activities and financial interests, University of Florida Regulation 1.011 (Appendix VI). Consulting agreements frequently require that the consultant waive intellectual property rights as a condition of employment. Approval of such requests will be based on a determination that the University does not possess any interest in such rights or that the agreement is appropriately modified concerning such rights. Where consulting activities involve a reduction to practice of Inventions or potential Inventions or development of Works conceived or developed initially under federal sponsorship or University Support, permission to waive rights to the company or the inventor will not be granted. A determination by the University must be initiated by submitting a Disclosure of Outside Activities and Financial Interests form. All forms as well as further information on outside activities, financial interests, and conflict of interest law and policies are found in "University of Florida Guidelines, Policies, and Procedures on Conflict of Interest and Outside Activities, including Financial Interests," at <http://generalcounsel.ufl.edu/media/generalcounselufledu/documents/COI.pdf>. 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:

a. 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 to perform other duties, the rights to the Invention will be retained by 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.

b. 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 the University to teach, do research, or to perform other duties, or the Invention is determined to have been made with University Support, OTL may, on behalf of the University:

- i. elect to waive the University's rights to the Invention, thus allowing the Creator to protect the Invention as he or she may wish. If outside funds supported the Work leading to the Invention, this waiver is subject to any provisions in sponsoring agreements. In cases in which the University has waived its interest and the Invention was supported by federal funding, any waiver must be to the supporting federal agency, rather than to the Creator(s). In addition, the waiver shall not affect the right of the University and the State of Florida to royalty-free use of the Invention, nor shall such a waiver be granted until any pre-existing commitments to sponsoring agencies with regard to Inventions are cleared. In general, the University will not waive its rights to Inventions of Creators who are full-time employees or appointees of the University.

or,

- ii. elect to retain title to the Invention. The development and marketing of the Invention is at the discretion of the University and UFRF. Generally, the University or UFRF seeks to develop and market the Invention and may elect to seek patent or other legal protection. Once application for a patent has been made, OTL will be responsible for the development and negotiation of licensing agreements in order that the Invention is managed in a way that serves the public interest. In certain cases, the University may elect to license the Invention to the Creator for a minimal royalty, and the Creator may elect to obtain patent protection.

or,

- iii. 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.

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. OTL, on behalf of the University, may elect to pursue any of the three alternatives described in C.4.b above with regard to disclosures of University-supported Works.

C.6. Distribution of Net Income from Works and Inventions

With regard to any Work or Invention owned by the University, Net Income less any foreseeable Development Expenses the University or UFRF deems necessary to defend or maintain the Work or Invention ("Net Adjusted Income") will be distributed as follows:

For Net Adjusted Income up to \$500,000, Schedule A:

40%	Creator(s)
10%	Program(s)
7 ½%	Department(s) of the Creator(s)
7 ½%	College(s) of the Creator(s)
35%	University or UFRF

For Net Adjusted Income \$500,000 or over, Schedule B:

25%	Creator(s)
10%	Program(s)
10%	Department(s) of the Creator(s)
10%	College(s) of the Creator(s)
45%	University or UFRF

Notwithstanding the above, all Net Adjusted Income from UFRF's sale of equity or other ownership interests originally granted to UFRF by a licensee in lieu of cash royalties or license fees shall be distributed according to Schedule B.

Further and notwithstanding the above, University Personnel who work for OTL shall not receive a distribution of Net Income as individual Creators. All Net Income from Works and Inventions that have a Creator who works for OTL shall be distributed as though the OTL Creator did not exist.

Distributions of income will be made semiannually on or before June 1 and December 1 of each year. This distribution schedule allows the University or UFRF to assure that all applicable licensing and related expenses have been accounted for. The University or UFRF may, in its sole judgment, withhold or delay distribution of any income if there are foreseeable Development Expenses 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 estate, heirs or devisees. An IRS Form 1099 or other appropriate form will be issued to the Creator for the Creator's share of revenues. The University cannot advise individuals on the tax consequences of these payments. It is the sole responsibility of the Creator to inform the University or UFRF of any changes of address for 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, OTL 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 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. The University 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, the University or UFRF shall resolve any potential conflicts concerning the applicable distribution schedules after reviewing the technologies involved.

That portion allocated to the Program(s) remains under the control of the University or UFRF. If there is more than one Program in which the Invention or Work was developed, the Program portion will be prorated as determined by the University. 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 the University or UFRF. Any determinations regarding the distribution of the Program portion of Net Income shall be at the sole discretion of the University.

The University or UFRF 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.

UFRF may elect to accept equity or other ownership interests from licensees in lieu of cash payments for a license fee or royalty. The decision to accept equity or other ownership interests is made at the sole discretion of UFRF, and UFRF is not obliged to make a disbursement of equity or other ownership interest to the Creator(s) or to department(s) and college(s) until the equity or other ownership interest is sold.

UFRF will own and exercise all rights of ownership, including but not limited to the rights to vote equity interests on all matters that are subject to the consent or approval of the holders of equity interests (including voting such equity interests for the election of the directors, approving or disapproving amendments to articles of incorporation). The decision as to when to sell or exchange equity resides with the UFRF Board of Directors in its sole discretion.

When selling, exchanging, or otherwise disposing of any equity or other ownership interests, UFRF may agree to pay commissions or other fees or charges and may incur expenses as it shall determine at its sole discretion. All such expenses are considered Development Expenses in determining Net Income to be distributed.

Distribution of income in the case of Inventions of University Personnel employed by the U.S. Department of Veterans Affairs pursuant to an affiliation agreement between the University and the Department of Veterans Affairs shall be in accordance with the Invention Management Agreement between the University and the Department.

D. Procedures Regarding Inventions and University Works

D.1. Organization

The Office of Technology Licensing (OTL) is responsible for all patent, trademark and copyright matters related to the identification, protection, and commercialization of the University's Intellectual Property. Licensing specialists in OTL are the primary contacts for Creators with regard to the disclosure of Inventions and Work and during the subsequent stages of protection, marketing, licensing, and other activities.

D.2. Making Disclosures

Creators must make timely and complete disclosure to the Director of OTL on the applicable Invention or Work disclosure form, on paper using Appendix VII or Appendix VIII or online at <http://www.research.ufl.edu/otl/newdiscovery.html> . Licensing specialists in OTL are available to assist in the disclosure process.

D.3. Disclosure Review

OTL 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.

OTL 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.

OTL 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. OTL 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 process.

D.4. Determination of University Interests

The Director of OTL or designee shall inform the Creator of the University's decision regarding the University's interests and legal rights as soon as practicable, with a goal of no more 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.¹

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, the University or UFRF through OTL, 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 case, OTL shall transfer the Intellectual Property rights to the Creator, subject to the ownership rights of a federal agency or other research sponsor. If the property rights are transferred to the Creator, none of the costs incurred by the University or on its behalf shall be assessed against the Creator unless they are Development Expenses deducted from Gross Revenues received by the University or UFRF 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.

Inventions and Works in which the University has asserted its ownership interest may be protected, marketed, and licensed as appropriate. The OTL 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 OTL.

E. Relationships between Employees and the University Regarding Business Transactions

In accordance with University of Florida Regulation 1.011 and Article 26 of the UFBOT/UFF CBA, University employees are required to receive appropriate permission before soliciting business from the University by completing and submitting a Disclosure of Outside Activities and Financial Interests form.

The form must be submitted by a Creator with a financial and/or managerial interest in a business or a contractual relationship (for example, an ownership, employment or consulting agreement) with a business entity that is licensing or otherwise entering into a business relationship with the University or UFRF concerning the Creator'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. Guidelines for submitting a request may be obtained by contacting the Division of Research Compliance Office.

All forms as well as further information on outside activities, financial interests, and conflict of interest law and policies are found in “University of Florida Guidelines, Policies, and Procedures on Conflict of Interest and Outside Activities, including Financial Interests,” at <http://generalcounsel.ufl.edu/media/generalcounselufledu/documents/COI.pdf>.

F. Effective Date for Division of Proceeds Provisions

Those provisions of this policy concerning the distribution of proceeds as set forth in section C.6. are effective as follows: the proceeds from any Work or Invention that are the subject matter of any license agreement or other transaction entered into by the University or UFRF before July 15, 1997, shall continue to be distributed pursuant to the University of Florida Patent Policy dated February 1993 or any previous agreement entered into by the Creator and the University. The proceeds from any other Works or Inventions will be governed by the provisions of section C.6. of this policy.

July 15, 1997; revised April 2013.

¹ University regulations and collective bargaining agreements provide informal appeal and formal grievance procedures for University employee and students who believe that they have not been afforded their rights under those regulations and agreements. Employees and students should refer to the appropriate handbooks, regulations, and collective bargaining agreements for further information.

Appendix I

1004.23 Universities; powers; patents, copyrights, and trademarks.—Any other law to the contrary notwithstanding, each state university is authorized, in its own name, to:

- (1) Perform all things necessary to secure letters of patent, copyrights, and trademarks on any work products and to enforce its rights therein. The university shall consider contributions by university personnel in the development of trademarks, copyrights, and patents and shall enter into written contracts with such personnel establishing the interests of the university and such personnel in each trademark, copyright, or patent.
- (2) License, lease, assign, or otherwise give written consent to any person, firm, or corporation for the manufacture or use thereof, on a royalty basis or for such other consideration as the university shall deem proper.
- (3) Take any action necessary, including legal action, to protect the same against improper or unlawful use or infringement.
- (4) Enforce the collection of any sums due the university for the manufacture or use thereof by any other party.
- (5) Sell any of the same and execute all instruments necessary to consummate any such sale.
- (6) Do all other acts necessary and proper for the execution of powers and duties herein conferred upon the university, including adopting regulations, as necessary, in order to administer this section. Any proceeds therefrom shall be deposited and expended in accordance with s. [1004.22](#). Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within 30 days, be reported in writing by the president to the Department of State.

History.—s. 169, ch. 2002-387; s. 19, ch. 2011-177.

Appendix II

REGULATIONS OF THE

UNIVERSITY OF FLORIDA

1.018 Works and Inventions.

(1) For the purposes of this regulation, the following definitions shall apply:

(a) A “creator” shall mean a member of University personnel who creates a work or invention.

(b) An “invention” shall include 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.

(c) “University personnel” shall include full-time and part-time employees of the University of Florida, including Academic Personnel (AP); Technical, Executive, Administrative and Managerial Support (TEAMS); University Support Personnel System (USPS) and Other Personnel Services (OPS) 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.”

(d) “University support” shall include the use of University funds, personnel, facilities, equipment, materials or technological information, and includes such support provided by other public or private organizations when it is arranged, administered or controlled by the University.

(e) “University-supported work” shall mean a work of a creator not made in the course of “independent efforts.” “Independent efforts” with regard to 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. Notwithstanding the foregoing, “University-supported works” do not include scholarly articles published in journals independent of the University and theses or dissertations of graduate students or other works excluded from the definition of “University-supported works” as set forth in the [University’s Intellectual Property Policy](#) as in effect at the relevant time.

(f) A “work” shall include any copyrightable 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 and pictorial or graphic works.

(2) Works. A work that is made in the course of independent efforts is the property of the creator. A University-supported work is the property of the University, and the creator shall share in the proceeds therefrom subject to preexisting commitments to outside sponsoring agencies. University personnel are required to disclose promptly, pursuant to the University’s Intellectual Property Policy, all University-supported works. The Office of Technology Licensing shall inform the creator of the University’s decision regarding ownership pursuant to the requirements of the University’s Intellectual Property Policy. Any University-supported work shall be handled in accordance with the [University’s Intellectual Property Policy](#).

(3) Inventions.

(a) University personnel are required to disclose any invention made or discovered by them promptly pursuant to the University’s Intellectual Property Policy. All inventions must be disclosed, even those believed by the creator to be unrelated to his or her University duties and not involving the use of University support.

(b) 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, and the creator shall share in the proceeds therefrom subject to preexisting 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 may agree that the invention be pursued by the University and the proceeds shared pursuant to the University's Intellectual Property Policy.

(c) The Office of Technology Licensing shall inform the creator of the University's decision regarding ownership pursuant to the requirements of the University's Intellectual Property Policy. Any invention shall be handled in accordance with the University's Intellectual Property Policy.

(4) Copies of the University's Intellectual Property Policy are available from Office of Technology Licensing and at <http://www.research.ufl.edu/otl/pdf/ipp.pdf>. The Work Disclosure form, and the Invention Disclosure form incorporated in the University's Intellectual Property Policy are available from the Office of Technology Licensing and at <http://www.research.ufl.edu/otl/newdiscovery.html>.

Authority: BOG Regulation 1.001.

History: New 5-28-80, Formerly 6C1-7.392, Amended 7-15-97, 06-15-99, Formerly 6C1-7.0392, Amended 2-5-03, 3-30-07, Formerly 6C1-1.018, Amended 3-22-13; Amended 3-23-18 (technical changes only).

Appendix III

ARTICLE 25 INTELLECTUAL PROPERTY

25.1 Definitions. The following definitions shall apply in Article 25:

- (a) “Intellectual property” means any work or invention.
- (b) “Faculty member” or “creator” means the faculty member who creates a work or invention. “Creator” shall also mean other University personnel who create a work or invention.
- (c) A “work” means any copyrightable material, that is, any material fixed in a tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Such copyrightable material includes, but is not limited to, such things as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional material, as defined in Section 25.1(f), below, is included in the definition of a “work.” A “work” does not include any patentable material, which patentable material is encompassed within the definition of an “invention” in Section 25.1(d), below.
- (d) An “invention” means any discovery, invention, process, composition of matter, article of manufacture, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark and/or directly related know-how used in connection with these items. It includes, but is not limited to, such things as new or improved devices, systems, circuits, chemical compounds, or mixtures and directly related know-how.
- (e) “Instructional technology,” as used in this Article, means the form of an “invention” that is substantially new technology and is used to deliver instructional material, as distinct from the application of existing technology to deliver such instructional material.
- (f) “Instructional material,” as used in this Article, means the form of a “work” (i.e., copyrightable) that includes materials delivered through the use of existing or new technology such as video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer-assisted instructional course work, programmed instructional materials, three-dimensional materials and exhibits, web pages, and combinations of the above materials that are prepared or produced in whole or in part by a faculty member and that are used to assist or enhance instruction.
- (g) “Independent efforts” with regard to a work means that the ideas for the work came from the faculty member and the work was not made with the use of University support. The Trustees are not liable for any opinions expressed in such works.
- (h) “University support” means the use of University funds or more than the

incidental use of University personnel, facilities, equipment, materials, or technological information in the creation of a work or invention and includes such support provided by outside sponsors when it is arranged, administered, or controlled by the Trustees.

(i) “Distance learning” means learning in a course that is rarely or never conducted with the instructor and the student in the same general physical space simultaneously.

(j) “Gross revenue” means (1) proceeds from the sale, lease, transfer, or other conveyance of any interest in an invention or work owned by the Trustees, and (2) license issue fees, option fees, running royalties, minimum royalties, equity interests, and any other remuneration paid to the Trustees 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 or liquidated by the Trustees.

(k) “Development expenses” means all monies paid by the Trustees for goods and services to protect, develop, 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 administrative personnel.

(l) “Net adjusted income” means gross revenues less any foreseeable development expenses Trustees deem necessary to defend or maintain a work or invention and its improvements.

(m) “Program” means the specific University research program within which an invention or work was developed.

(n) “Office of Technology Licensing” or “OTL” means the Trustees’ designee responsible for all matters relating to patents, trademarks, and copyrights as related to the identification, protection, and commercialization of works and inventions owned by the Trustees.

(o) “VPR” means the Office of the Vice President for Research of the University of Florida which has been designated by the Trustees to carry out the responsibilities of the Division of Sponsored Research concerning the work products of faculty members and the funding for the licensing and patenting of inventions on behalf of the Trustees.

(p) “UFRF” means the University of Florida Research Foundation, Inc., a direct support, not-for-profit organization authorized by the Trustees to promote, encourage and provide assistance to the research activities of University faculty, staff, and students, primarily through the facilitation of technology transfer.

(q) “Sponsored agreement” means any award from an outside sponsor to support research or any other University activity, whether such support is through a grant, contract, cooperative agreement, or any other means.

25.2 Policy.

(a) **Statement of Principles.** Research is undertaken to create new knowledge, to stimulate a spirit of inquiry, to solve problems, and to educate students. Adequate recognition of and incentive to potential inventors through the sharing of the financial benefits resulting from the transfer and development of patentable inventions and other marketable forms of intellectual property encourages the creation of such intellectual property and serves the public interest. The research and teaching missions of the University always take precedence over patent considerations. While the Trustees recognize the benefits of patent development, it is most important that the direction of University research not be established or unduly influenced by patent considerations or personal financial interests.

(b) **Trustees' Authority and Responsibilities.** Sections 1001.74(2)(h) and 1004.23, Florida Statutes, and the Board of Governors' delegation to the University of Florida Board of Trustees, authorizes the Trustees to establish regulations and procedures regarding the works and inventions of their personnel, including regulations and procedures regarding patents, copyrights, and trademarks. The Trustees have the authority to agree to the terms of this Article, and any regulations and procedures applied to in-unit faculty shall be consistent with the terms of this Article.

(c) **Faculty Authority and Responsibilities.** Intellectual property created, made, or originated by a faculty member shall be governed by the terms of this Agreement, including but not limited to this Article and Article 29, Outside Activity and Conflict of Interest. The faculty member shall also be governed by the Trustees' implementing procedures concerning works and inventions of University personnel unless the procedure is inconsistent with the terms of this Agreement.

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

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

25.4 Works.

(a) **Faculty Exclusive Ownership Rights.**

(1) A work made in the course of independent efforts is the property of the faculty member, who has the right to determine the disposition of such work and the revenue derived from such work.

(2) In accordance with academic tradition, and unless required by federal and

state laws, federal and state regulations, or the terms of any applicable sponsored agreements, the Trustees shall not assert rights to the following works:

a. Scholarly or artistic works, regardless of their form of expression, for which the intended purpose is to disseminate the results of academic research, scholarly study, or artistic expression, such as books, monographs, articles, bibliographies, poems, novels, dramatic works, pictorial or sculptural works, films, videotapes, musical compositions, or other scholarly or artistic expressions in any medium;

b. Instructional material, except if the Trustees have either (1) expressly commissioned the faculty member in writing to produce, or participate in the production of, the work with University funds for a specific University purpose; or (2) expressly assigned the faculty member in writing to produce, or participate in the production of, the work.

c. Works made without University support, as defined in Section 25.1(h), above.

If the terms of a sponsored agreement or applicable federal and state laws and federal and state regulations require publication of articles in specified ways or in specified places, the terms of this subsection 25.4(2) shall not be construed to relieve the faculty member of these publication obligations.

(b) Works Owned by the Trustees. The following works are owned by the Trustees. The faculty member shall share in the proceeds from such works, pursuant to Section 25.7(a):

(1) Instructional material if the Trustees have either (a) expressly commissioned the faculty member in writing to produce, or participate in the production of, the work with University funds for a specific University purpose; or (b) expressly assigned the faculty member in writing to produce, or participate in the production of, the work. The creation, use, and revision of such works shall be governed by Section 25.4(f).

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

(3) Any other works made with University support, as defined in Section 25.1(h), above.

(c) Disclosure. Upon the creation of a work and prior to any publication, the faculty member shall disclose to the Office of Technology Licensing any work that was made in the course of University-supported efforts, together with an outline of the project and the conditions under which it was done. However, consistent with the provisions of Section 25.4(a)(2), faculty members need not disclose works referenced in subsections (1)–(3), immediately below, unless the work raises a possible conflict of interest pursuant to Article 29:

(1) Books, monographs, articles, bibliographies, poems, novels, dramatic works, pictorial or sculptural works, films, videotapes, musical compositions, or other scholarly or artistic expressions in any medium; and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work;

(2) Instructional material except for works described in Section 25.4(b)(1); or

(3) Works made without University support, as defined in Section 25.1(h), above.

(4) Exception: Even if a work is not required to be disclosed under this Article, the work must still be disclosed pursuant to Article 29 if its production, dissemination, or use raises a possible conflict of interest.

(d) Review. The Office of Technology Licensing shall assess the relative equities of the faculty member and the Trustees in the work. If the Trustees wish to assert their interest in the work, the Office of Technology Licensing shall inform the faculty member as soon as practicable but in no case later than sixty (60) days after disclosure to the OTL.

(e) The allocation of proceeds resulting from works owned by the Trustees shall be as set forth in Section 25.7(a) below.

(f) Creation, Use, and Revision of Certain Works Owned by the Trustees. With respect to any work that represents instructional materials owned by the Trustees pursuant to Section 25.4(b)(1), the terms of any agreement entered into by the Trustees concerning the work must be consistent with the terms of any sponsored agreement supporting the creation of the work and applicable laws.

(1) The Trustees shall make reasonable efforts to negotiate the terms listed as a, b, and c below in any agreement concerning the work with any third party, including but not limited to any licensee, assignee, or publisher of the work, insofar as such terms are consonant with the terms of any sponsored agreement supporting the creation of the work and applicable laws. That any or all of these terms are not included in the agreement with the third party shall not be deemed a violation of this Collective Bargaining Agreement.

a. That the faculty member be identified as an author of the work, including, if the work is materially altered at the time of its assignment, initial licensing, or initial publication, the right to decide whether to allow the author's name to be displayed in association with the work;

b. That the faculty member may make reproductions of the work to use in academic teaching, research, or university service whether at the University or another tax-exempt academic or research institution; and

c. That the faculty member may use the work in pursuit of one's profession, such as during expert witness testimony or in consulting.

(2) Other rights and protections for the faculty member may be agreed to by mutual consent of the faculty member and the Trustees or designee, provided that they are consonant with the terms of the UFBOT-UFF Collective Bargaining Agreement, any sponsored agreement supporting the creation of the work, any agreement, license, assignment, publishing or other agreement entered into by the Trustees concerning the work, and applicable laws. Such rights granted to the faculty member may include:

a. borrowing portions of the work for use in compilations, other composite works, or new projects;

b. making derivative works, such as translations, videotaped versions, and film scripts;

c. adding to the work or updating the content of the work; and

d. approving decisions related to the publishing or display of new versions of the creator's work or new works based on the creator's work.

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

(h) Reconveyance of Copyright to the Faculty Member.

(1) When copyright is assigned to the Trustees in full or in part because of the provisions of this Article, the creator of the copyrighted material may request of the Vice President of Research that ownership be returned to the faculty member.

(2) Such request may be granted if it does not

- a. violate any legal obligations of or to the Trustees;
- b. limit appropriate uses of the materials by the Trustees;
- c. create a conflict of interest for the faculty member; or
- d. otherwise conflict with specific goals of the Trustees.

(3) Such request shall also be granted if the faculty member establishes that the Trustees have willfully misrepresented to the faculty member's substantial detriment the necessity or cost of development expenses.

25.5 Instructional Technology and Related Instructional Materials.

(a) The Trustees and the UFF recognize the increasing development and use of technology, and related instructional materials, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between the faculty member and the student.

(1) Instructional technology may be used to deliver distance learning.

(2) The Trustees and the UFF affirm that instructional technology and related instructional materials should be used to the mutual benefit of the University and the faculty member.

(3) Development of new technology for use in delivering instructional material is an invention covered by Section 25.6, and is distinguished from the use of existing or new technology to deliver instructional material, which are works covered by Section 25.4.

(b) When the Trustees or their designees assign a faculty member to develop or provide instruction through the use of instructional technology or instructional material specifically designed to be used with such instructional technology, including but not limited to distance learning, the Trustees shall provide to such faculty member:

(1) Training and resources to support the assignment for adaptation of instructional material to instructional technology; and

(2) Additional compensation if the assignment is an overload assignment and/or adjustment in a faculty member's assignment.

(c) Property Rights and Releases. Provisions governing the intellectual property rights of faculty and releases to be obtained when the Trustees have asserted an interest in instructional materials constituting a work are contained in Sections 25.4, above.

25.6 Inventions.

(a) Faculty Exclusive Ownership Rights.

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

(2) However, the faculty member and the Trustees or designee may agree that the patent for such invention be pursued by the Trustees and the proceeds shared.

(b) University-Supported Efforts. An invention that is made by using University support, as defined in Section 25.1(h), is the property of the Trustees. In addition, an invention made within the field or discipline in which the faculty member conducts research, teaching, and/or service activities for the University (which shall include any enhancements, adaptations, and improvements of inventions previously disclosed or that were required to be disclosed hereunder) is the property of the Trustees. The faculty member shall share in the proceeds from any invention that is the property of Trustees pursuant to this Article.

(c) Disclosure.

(1) A faculty member shall fully and completely disclose to the Office of Technology Licensing any invention that the faculty member develops, makes or reduces to practice while a faculty member of the University of Florida.

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

b. If the faculty member wants the Trustees to attempt to patent the invention, the faculty member shall explain why it has sufficient commercial potential to warrant the Trustees' investment in the patent process.

(2) With respect to inventions made during the course of an approved outside activity when the Trustees have specifically waived their rights to any inventions as part of their approval of the outside activity under Article 29.4, the faculty member may delay such disclosure, when necessary to protect the outside employer's interests, until the outside employer has made the decision whether to seek a patent.

(d) Review.

(1) If the Trustees wish to assert their interest in the invention, the Office of Technology Licensing shall inform the faculty member in writing as soon as practicable but in no case later than one hundred twenty (120) days after the faculty member's disclosure to the OTL.

a. If the faculty member desires a preliminary, non-binding assessment of the Trustees' interest, the faculty member shall make a written request for such assessment at the time of filing the disclosure.

b. Such preliminary assessment shall be provided within sixty (60) days, and such assessment shall not be binding upon OTL or the Trustees.

(2) The OTL shall conduct an investigation that shall assess the respective equities of the faculty member and the Trustees in the invention, and determine its importance and the extent to which the Trustees should be involved in its protection, development, and promotion.

(3) The OTL shall determine whether sponsored agreements require the Trustees to take ownership of the invention.

(e) If the Trustees assert an interest in an invention and the faculty member disputes the Trustees' interest, the faculty member may seek to resolve the matter pursuant to Article 31, Grievance Procedure and Arbitration. During the pendency of the grievance, the invention will be assigned to the Trustees who will take appropriate steps to protect it. If the grievance and any appeal or other legal proceedings end with a determination that the faculty member is the owner of the invention, the Trustees shall transfer ownership of the invention to the faculty member and none of the costs incurred by the Trustees or on their behalf in the dispute or for the protection of the invention prior to the transfer shall be assessed against the faculty member.

(f) Release of Rights.

(1) In the event a sponsor under a sponsored agreement has been offered the option to apply for the patent to an invention or other rights in an invention, the Trustees will use their good offices in an effort to obtain the sponsor's decision regarding the exercise of such rights within the period set forth in the sponsored agreement.

(2) At any stage of making the patent applications, or in the commercial application of an invention, if the Trustees have not otherwise assigned to a third party the right to pursue its interests, the Trustees or designee may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the faculty member in such case, and subject to any applicable sponsored agreement or law, the Trustees shall transfer the invention rights to the faculty member, in which case the invention shall be the faculty member's property and none of the costs incurred by the Trustees or on their behalf shall be assessed against the faculty member unless they are development expenses deducted from gross revenues received by Trustees prior to the transfer.

(3) All assignments or releases of inventions, including patent rights, by the Trustees or designee to the faculty member shall contain the provision that such invention, if patented by the faculty member, shall be available royalty-free for governmental purposes of the State of Florida and in connection with federally-sponsored research, the United States, and for teaching and research purposes for all tax-exempt educational and research institutions, unless otherwise agreed in writing by the Trustees.

(4) If the Trustee's ownership interest in an invention is waived, the creator must disclose the potential conflict of interest created by the creator's ownership of the invention when proposing research to be conducted using University resources that could reasonably appear to influence the financial value of the invention. In such case the Trustees, through the creator and appropriate administrators, may establish the means to manage any conflict of interest that exists in conducting the research.

(g) It is the policy of the Trustees that in general research results should be publishable, and publication of such results in appropriate venues is encouraged. However, if the

publication of research results may reveal an invention in which the Trustees have an interest, faculty members must ask OTL for advice on how and when to publish the results in order that patent protection for the invention is not compromised.

(h) Voluntary Surrender of Patent Interests. A faculty member and the Trustees may agree to surrender any interests that the faculty member and the Trustees might have to any part of any prospective invention to any outside organization, if the faculty member and the Trustees deem such surrender to be in the best interests of the University and if such surrender is allowable under applicable law and sponsored agreements and such surrender does not impair the intellectual property rights of other employees, students, and other third parties. All faculty members and other University employees involved must agree to the surrender of the patent rights subject to the concurrence of the Trustees or designee in each case.

25.7 Division of Proceeds.

(a) With regard to any work or invention owned by the Trustees and subject to the requirements of any applicable sponsored agreements, the net adjusted income shall be distributed as follows:

- (1) Schedule A: Up to \$500,000:
 - 40% to the individual creator(s)
 - 10% to the University program(s)
 - 7.5% to the creator(s)'s department
 - 7.5% to the creator(s)'s college
 - 35% to the Trustees
- (2) Schedule B: \$500,000 or over:
 - 25% to the individual creator(s)
 - 10% to the University program(s)
 - 10% to the creator(s)'s department
 - 10% to the creator(s)'s college
 - 45% to the Trustees

(3) Notwithstanding the above, all net adjusted income from the Trustees' sale or liquidation of equity or other ownership interests originally paid to Trustees by a licensee in lieu of cash royalties or license fees shall be distributed according to Schedule B. The decision as to when to sell, exchange or convert equity interests resides with the Trustees in their sole discretion.

(4) The division of proceeds set forth in this Section 25.7(a) does not apply to any works or inventions that are the subject matter of any license agreement or other transaction entered into by the University or UFRF before July 15, 1997, and the proceeds in such cases shall continue to be distributed pursuant to the University of Florida Patent Policy dated February 1993 or any previous agreement entered into by the creator and the University.

(b) Distributions of income shall be made semiannually on or before June 1 and December 1 of each year.

(1) The Trustees may, at their sole judgment, withhold or delay distribution of any income if there is a foreseeable development expense yet to be incurred.

(2) In instances where funds are held because of foreseeable development

expenses or where expenses exceed revenue, an accounting of such shall 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.

(3) Once expenses are known with certainty, any excess withholding shall be distributed.

(c) 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 shall be that after a creator's death, appropriate notification by the personal representative of the creator's estate, and court approval, if necessary, payment shall be made to the creator's heirs or devisees.

(d) In the event there are multiple creators for an invention or work, the creators' share shall be divided equally among all creators unless the creators agree among themselves to a different division.

(1) If the creators agree among themselves to a different split, OTL 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.

(2) The 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, shall be pro-rated when more than one unit is involved.

(3) The Trustees or their designee shall make the final decisions on the pro-ration of such portions to academic units.

(e) In the case of licenses or other transactions involving multiple inventions or works, the Trustees or their designee shall resolve any potential conflicts concerning the applicable distribution schedules after reviewing the technologies involved.

(f) That portion allocated to the program (or programs) remains under the control of the Trustees or their designee. If there is more than one program in which the invention or work was developed, the program portion will be pro-rated as determined by the Trustees or their designee. If a creator should leave the University, the portion allocated to the creator's program shall 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 shall be allocated to the Trustees or their designee. Any determinations regarding the distribution of the program portion of net income shall be at the sole discretion of the Trustees.

25.8 Other Requirements.

(a) A faculty member and the Trustees shall not commit any act that would tend to defeat the Trustees' or the faculty member's interest in a work or invention. The Trustees shall neither require nor pressure a faculty member to waive the faculty member's intellectual property rights, nor shall the Trustees retaliate against a faculty member who declines to waive or otherwise exercises intellectual property rights in accordance with this Agreement as long as the intellectual property rights of the Trustees, other employees of the Trustees, students, and

Appendix IV

University of Florida Policy for Program Support and Royalty Distribution from Released Cultivars

I. GENERAL

This University of Florida policy is based on an initiative by the Plant Breeders Working Group and discussion with the Florida Agricultural Experiment Station (FAES) to provide for program support and payment to individuals. The basic philosophy that shaped this policy revolves around the following concepts.

A. Plant Breeding/Development Program Support

A maximum return of royalty payments will accrue to support the overall plant breeding/development program of UF/IFAS. The long-term goal is to ensure strong sustainable plant breeding/development programs in UF/IFAS/FAES.

B. Incentive Based Royalty Distribution

The distribution of royalties to individuals is incentive based and is proportional to the commercial success of a given cultivar. This should encourage more desirable traits in released cultivars which should also result in better marketability, greater potential returns, and a greater benefit to Florida agriculture. Scientists involved in seed or vegetatively propagated plants are treated equally.

C. Reward for Team Effort and Cooperation

The development of new plant germplasm is often a team effort composed of traditional breeders, developers, and cooperating scientists for the evaluation of specific traits (such as, pest or disease resistance, taste, and nutritional characteristics) and molecular genetics. The distribution of royalties to individual scientists is designed to reward team efforts and remove disincentives to cooperation in the development of new cultivars.

D. Utility Patents

Inventions developed by Experiment Station scientists for which utility patents are applied, such as, patentable genes that impart specific plant characteristics, will be processed through the University of Florida Office of Technology Licensing (OTL) and are not covered by this Policy. However, OTL will collaborate with FAES in the commercialization strategy and will to the extent allowed by sponsorship contracts and other funding mechanisms give good faith consideration to distribution of the cultivar technology within the State of Florida.

E. UF/IFAS Cultivar Release Policy:

The UF/IFAS Cultivar Release Policy, IMM 6C1-6.120-6 IFAS: Policy Governing Release, Protection and Introduction of Plant Material is incorporated into this document.

II. DEFINITIONS

A. Breeders --

Experiment Station scientists who engage in plant breeding for plant improvement by appropriate genetic techniques and subsequent testing and selection toward established objectives.

B. Cooperators --

Experiment Station scientists who actively and significantly assist Breeders or Developers in the creation, evaluation, or introduction of a new cultivar. Cooperator may include entomologists, nematologists, plant pathologists, economists, soil scientists, agricultural engineers, and others.

C. Developers --

Experiment Station scientists who are involved in the process of collecting, identifying, and/or testing that leads to the introduction of new plant germplasm or cultivars.

D. Director --

Director of the Florida Agricultural Experiment Station.

E. Program --

An organized research plan under which action may be taken toward a goal. In this case, it refers to a program involving new or improved cultivar development and release for commercial or private cultivation. It is generally referred to as a research program or project. The program is articulated as a REEport or Experiment Station project. Due to long-term goals, plant breeding and development programs may be described in successive projects.

F. Unit --

An administrative and budgetary entity within UF/IFAS such as departments, research and education centers, program centers and offices.

III. ROYALTY DISTRIBUTION PLAN

The distribution of royalties to the individual scientists associated with cultivar/germplasm releases, whether by plant patent, PVP, trademark or proprietary licensing, will be based upon the following principles.

A. General Distribution

Cultivars, germplasm lines or other genetic material generally referenced as cultivars that are developed by UF/IFAS/FAES plant breeders and approved for release by IFAS/FAES, whether vegetatively propagated or seed propagated, will be patented, protected by PVP certificates, trademarked and/or proprietary licensed through the Florida Foundation Seed Producers, Inc. (FFSP), a direct support organization of the University of Florida. FFSP will collect royalties and licensing fees from licensees of UF/IFAS/FAES cultivars. FFSP in cooperation with the Director will distribute royalties according to the following schedule.

1. Development expenses to the FFSP and FAES will be deducted before any royalty distribution begins. Receipts above these costs make up Net Royalty.

2. Net Royalty = 100%, which is allocated as follows.

Retained by the FFSP --	10%
Cultivar Development Research Support Program --	70%
Cultivar Release Incentive royalty distribution --	20%

B. Cultivar Development Research Support Program:

The research support program funds will be distributed per cultivar per year as follows. A report of this distribution will be provided to the UF/IFAS Plant Breeders Working Group annually. It is FAES policy to use these funds to maximize program support to the total UF/IFAS plant breeding/development effort to ensure long-term support and sustainability.

1. 100% of the first \$50,000 will go to the Program that developed the cultivar.
2. For the next \$100,000
(>\$50,000 - \$150,000)

50% to the Program
25% to the Unit(s) and
25% to the FAES

3. For all revenues above \$150,000
33 1/3% to the Program
33 1/3% to the Unit(s) and
33 1/3% to the FAES
4. Active continuing Programs will receive support according to the above schedule. FFSP will provide the revenue share to the Director for distribution to the Program, Unit(s) and FAES as specified by the above schedule.
5. In the event of personnel changes or reassignments, the Director in consultation with the unit leader will redirect the resources to similar, successor, or new FAES breeding/development programs.

C. The Cultivar Release Incentive Royalty Distribution

1. The payment will be calculated from Net Royalty for the period ending June 30 of each year. FFSP will make the royalty payment by December of each eligible year. These payments are not salary, and, thus, will not be used to calculate average salary for the purposes of retirement or normal annual adjustments appropriated by the Florida Legislature and recommended by appropriate University administration.
2. All Breeders, Developers, and Cooperators who made a substantial contribution to the development of the release and are identified in the Royalty Distribution Agreement that was provided to the Director prior to the IFAS Cultivar Release Committee meeting are eligible for an annual royalty payment from FFSP.
3. FFSP will establish a Cultivar Release Royalty Distribution Account for each cultivar released through the FAES in accordance with the UF/IFAS Cultivar Release Policy and distribute appropriate funds to the Breeders, Developers, and Cooperators.
4. The Breeders, Developers, and Cooperators are personally responsible for applicable Federal income tax liability. The 20% royalty pool will be divided based upon the number of shares to which the individuals are entitled. A single Breeder/Developer with no Cooperators will be eligible for the entire annual royalty pool (i.e., 20%). In the event of more than one Breeder/Developer, each will be granted a full share of the annual royalty pool for the specific cultivar. Each Cooperator will be granted a one-half share of the royalty pool. See Section IV for specific examples.
5. The maximum annual individual distributions for a given cultivar will be made according to Section III.C.4. However, if the cultivar development team wishes to develop a different distribution within the twenty percent (20%) maximum prior to release of the cultivar, it may be requested and

approved by the Director when the Royalty Distribution Agreement is submitted. In the event of disagreement among the development team, distribution according to Section III.C.4 will apply.

6. If a Breeder, Developer, or Cooperator retires from UF or departs for other employment, the royalty distribution will continue to be made to that individual. If an eligible Breeder, Developer, or Cooperator dies, upon appropriate notification by the personal representative of the individual's estate and court approval, if necessary, payment will be made to the individual's estate, heirs or devisees. If a UF retiree in good standing remains active in the UF/IFAS plant breeding and cultivar release program, he or she may be designated Cooperator or in some cases as the Breeder/Developer.

IV. SPECIFIC ROYALTY DISTRIBUTION EXAMPLES

Following are examples of the distribution plan for the maximum 20% incentive royalty pool.

If the annual royalty for a given year equals \$100,000, the incentive royalty pool equals \$20,000 (20% of \$100,000). Thus,

- | | | |
|----|--|---|
| A. | One Breeder/Developer (B/D)
with no Cooperators (1 share) | 1 share = \$20,000 |
| B. | Two Breeders/Developers
= 2 shares total | 1 share = \$10,000 each |
| C. | One Breeder/Developer (1 share)
with one Cooperator (1/2 share)
= 1.5 shares total | 1 share = \$13,333 B/D
1/2 share = \$6,667 Coop |
| D. | One Breeder/Developer (1 share)
with three Cooperators (1/2 share each)
= 2.5 shares total | 1 share = \$8,000 B/D
1/2 share = \$4,000 each Coop |
| E. | Two Breeders/Developers (1 share each)
with two Cooperators (1/2 share each)
= 3 shares total | 1 share = \$6,666 each B/D
1/2 share = \$3,334 each Coop |
| F. | Two Breeders/Developers with three
Cooperators who choose to share
Equally (1 share each) = 5 shares total | 1 share = \$4,000 each |



Loyalty Oath & Intellectual Property Agreement

NAME: _____

UFID: _____

LOYALTY OATH

I _____, a citizen/lawful resident of the State of Florida and of the United States of America, and being employed by or an officer of the University of Florida and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

SIGNED: _____ **DATE:** _____

State of Florida, County of _____. The foregoing instrument was acknowledged before me by

means of ☐ physical presence or ☐ online notarization, this _____ By _____, who is personally known

to me or who has produced _____ as identification and who did take an oath.

_____(Notary Signature) Notary Certificate No.

_____(Printed Name)

INTELLECTUAL PROPERTY AGREEMENT

During my employment, appointment, and/or affiliation with the University of Florida ("University"), I may discover, invent, or create work products that may be copyrighted, trademarked, or patented ("Work Products"). I understand that the treatment of these Work Products is governed by and subject to University regulations, policies and applicable collective bargaining agreement between the University Board of Trustees and the United Faculty of Florida union (collectively "UF Policies"). I also understand that the University's funding agreements with third parties, including the United States Government, impose certain obligations upon the University, its faculty, staff and students with respect to rights in Work Products.

In accordance with UF Policies, and as a condition of my employment, appointment, and/or affiliation, I understand and agree that the University owns any such Work Products that are created within the scope of my employment, appointment or affiliation or within the field or discipline of my employment, appointment or affiliation at the University. To the extent the University is able to realize income from any Work Products, I understand that I may be entitled to a share of such income as determined under UF Policies, which would recognize the contributions of other employees. In addition, I understand that UF Policies affirm your ownership of artistic and scholarly works and publications, and the University does not claim any rights. Such works are not considered Work Products and I will retain ownership of such works. In addition, this agreement does not apply to any independent, pre-existing inventions or work products that I have created or developed prior to my employment, appointment, or affiliation at the University.

As further confirmation of the University's ownership rights described above, I hereby assign to the University all rights in Work Products that the University owns as described above and in actual or prospective patents, trademarks or copyrights on such Work Products.

I also agree not to transfer any rights or disclose any information concerning any such Work Products or the Work Products of any other University employee, appointee, or affiliate to any person other than as permitted by the regulations of the University or applicable collective bargaining agreements.

If I am a member of the collective bargaining unit, I acknowledge receipt of a copy of the Intellectual Property Article of the current collective bargaining agreement.

SIGNED: _____ **DATE:** _____

State of Florida, County of _____. The foregoing instrument was acknowledged before me by

means of ☐ physical presence or ☐ online notarization, this _____ By _____, who is personally known to

me or who has produced _____ as identification and who did take an oath.

_____(Notary Signature) Notary Certificate No.

_____(Printed Name)

REGULATIONS OF THE
UNIVERSITY OF FLORIDA

1.011 Disclosure and Regulation of Outside Activities and Financial Interests.

(1) The University of Florida encourages its Faculty and Staff to engage in activities supporting their professional growth, creating new knowledge and ideas, and furthering the University's mission of excellence in education, research, and service. University employees, however, have an obligation to commit their primary professional time and intellectual energy to the University and maintain the highest ethical and professional standards. Further, personal gain from Outside Activities or Financial Interests, as defined in the University of Florida Policy on Conflicts of Commitment and Interest, must not influence—or create the appearance of influencing—the decisions or actions of the University.

(2) Accordingly, all Faculty and Staff shall adhere to the University of Florida Policy on Conflicts of Commitment and Interest (the “Policy on Conflicts”) and the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Fla. Stat.)¹.

(3) The Policy on Conflicts sets forth the Faculty and Staff members' obligations to disclose certain Financial Interests, potential Conflicts of Commitment or Interest and the potential consequences for violating the Policy on Conflicts.

(4) The University may take administrative or disciplinary action concerning violations of this Regulation up to and including termination of employment.

¹ The Policy on Conflicts can be found here:

<http://generalcounsel.ufl.edu/media/generalcounselufledu/documents/COI.pdf>

The Code of Ethics for Public Officers and Employees can be found here:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0112/0112PARTIIIContentsIndex.html

Authority: BOG Regulation 1.001.

Law Implemented: 112.313, 112.3185, FS.

History--New 5-28-80, Formerly 6C1-7.391, Amended 3-6-85, Formerly 6C1-1.11, Amended 3-2-87, 5-21-89, 7-11-94, 4-30-95, 12-12-95, 6-28-98, 6-21-00, 5-22-01, 1-7-03, 7-5-04, Formerly 6C1-1.011, Amended 3-17-11, 6-8-12, 3-26-20.

CONFIDENTIAL
INVENTION DISCLOSURE

OFFICE OF TECHNOLOGY LICENSING
University of Florida

I. Introduction

This Confidential Invention Disclosure Form is used to disclose an invention as required under University of Florida Intellectual Property Policy. If 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. 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.

Please note that this information should be submitted prior to publication as public disclosure of the invention places severe limitations on available patent protection. **Non-confidential disclosure of an invention (to people outside the University) may cause a loss of rights which prevents patent protection of the disclosed invention.** 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.

II. DISCLOSURE OF INVENTION

A. **TITLE:** _____
(Brief, but comprehensive, technically accurate, and descriptive; 10 words or less)

B. CONCISE DESCRIPTION OF THE INVENTION

1. The disclosure should enable someone having knowledge of the field to understand the technical merits of the invention, its usefulness and possible practice applications. 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. (Attach additional sheets as necessary.)

2. Please list KEYWORDS that would help someone searching for this technology to locate it easily.

3. Is this related to a previous disclosure and/or is there background intellectual property to which this technology relates?

- C. **PRODUCTS:** Describe the most likely products, services or commercial processes or other applications that could result from this invention.

D. **COMPETITIVE ADVANTAGES**

List existing products, services or processes, and describe how the subject invention will provide or contribute to superior advantages or unique features (e.g., what could it do to help a potential customer: lower expenses, increase productivity, efficiency or accuracy, minimize risk, simplify a process, overcome a defect, increase revenue, promote safety?)

III. **POTENTIAL LICENSEES / PARTNERS/COMPETITORS**

- A. If you are aware of companies or a research sponsor who will be a potential license for this invention, please indicate that company (with specific individual and phone number) in the space below:

B. **SUPPLIERS**

What companies are the major suppliers for products or services that could or will compete with the Invention?

- C. Have you communicated with any industry representative regarding your invention?
YES _____ NO _____ If yes, please provide the following information for each company:
Was such a disclosure made under a confidentiality agreement? YES _____ NO _____

Date of Disclosure	_____
Company	_____
Address	_____
City/State/Zip	_____
Telephone Number	_____
Individual Contact	_____
Official Title	_____

IV. **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 the University who have not signed a confidentiality agreement, and the use, sale, or offer of sale of the invention. Identify the first dates and circumstances of any such disclosures. Also, indicate your future disclosure or publication plans, and NOTIFY the Office of Technology Licensing before the invention becomes publicly disclosed or published in the future (whether by plan or inadvertently).

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

	YES	NO	DATE
1. Publish	_____	_____	_____
2. Oral Presentation	_____	_____	_____
3. Poster Session	_____	_____	_____
4. Disclose to Industry Rep.	_____	_____	_____
5. Other Public Dissemination	_____	_____	_____

- B. Please identify any published technical material such as patents, commercial literature, presentation of a thesis, or scientific articles relating to the invention.

If a thesis was/will be presented, was a Thesis Publication Agreement executed?

V. FINANCIAL SUPPORT / CONTRACT IDENTIFICATION

The primary purpose of this section is to identify any 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 required by federal law and is needed to determine whether this invention is subject to any commitments or restrictions arising from the terms of sponsorship. This includes funding for research assistants, post docs, or any other persons working on this project. Be sure to include ERC or other research centers, consortiums and institutions.

- A. Please provide the following information regarding any contract and grant support of the invention process. (The following information must be provided 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	_____

_____ No grant was used to support this invention. (Check if applicable)

- B. Did any of the contributors use any instrument(s) biological, chemical or physical material(s) or substance(s) 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 or attach any such agreements.

- C. Did you or any of the co-contributors submit any University of Florida Disclosure of Outside Activities and Financial Interests Form?

YES _____ NO _____

- D. Did any of the contributors have academic appointments or employment contracts with organizations other than the University of Florida during the course of this work? (e.g. V.A., USDA, Shands, etc.) If yes, where?

YES _____ NO _____

- E. Regardless of sponsorship, is any of the information disclosed subject to export or publication controls? If so, please explain.

YES _____ NO _____

VI. IDENTIFICATION OF CONTRIBUTOR(S)

List below all persons who are believed to have contributed to the conception or creative reduction to practice of this invention. Please provide addresses and phone numbers where they may be contacted. Please make additional copies for researcher information as necessary.

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
_____ UF ID #	_____ Citizenship
_____ Researcher title	_____ Department(s)
_____ College	

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	
_____ UF ID #	_____ Citizenship	
_____ Researcher title	_____ Department(s)	
_____ College		

Note: The foregoing list should include names of all persons who may qualify as legal inventors. Inventorship is a matter of law and is determined with assistance of the attorney of record.

VII. ATTACHMENTS PROVIDED BY RESEARCHER:

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.

Please attach any published technical material such as patents, commercial literature, or scientific articles relating to the invention.

WORK DISCLOSURE

OFFICE OF TECHNOLOGY LICENSING
University of Florida

I. Purpose and Format of Work Disclosure Form

This form is used to disclose a University-supported work(s), generally, copyrightable materials, as required under University of Florida Rule 6C1-7.0392, F.A.C. (explained in the University of Florida Intellectual Property Policy). (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 call the office at (352) 392-8929.

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). If this is an open source project, please note project home page and license.

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.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____

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?

- IV. **Software Third Party Code.** Please complete list of all third party code embedded in or accessed by the disclosed software when such software is run. This list must include, without limitation, all open source code, free executable code, public domain code, library code, and all other executable or source code not written by any of the Creators listed on this form, whether such code is directly embedded in the software or accessed by the software when it is executed.

- Please provide copies of any license agreements governing your use of the third party code or ownership information for any pictures or music embedded.

- V. **Third Party Content.** Please complete a list of all third party content embedded in , accessed or included in this work/software. This can include text, images, music, videos, or other material written, developed or created by a third party.

- **Example:** Snake Identifier App where all the photos of snakes were owned by third parties.

- VI. **Export Control.** Regardless of sponsorship, is any of the information disclosed subject to export or publication controls? If so, please explain.

- VII. **Open Source.** Do you intend to release this open source? If so, please indicate the type of open source license you intend to use for the release of this software (e.g., GNU, LGPL, BSD, etc.):

- VIII. **Work Commission.** Were you assigned or commissioned to create this Work as instructional material for a course?

IX. **IDENTIFICATION OF CONTRIBUTOR(S)**

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

Please make additional copies for researcher information as necessary. If this is an open source project, then the URL of the project repository will satisfy this requirement.

Author # 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	
UF ID #	Citizenship	
Researcher title	Department(s)	
	College	

Author # ____

_____ 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
_____ UF ID #		_____ Citizenship
_____ Researcher title		_____ Department(s)
_____ College		

Note: The foregoing list should include names of all persons who may qualify as legal authors. Authorship is a matter of law and is determined with assistance of the attorney of record.

Signature of Author submitting disclosure:

Signature	_____
Date	_____

X. DISTRIBUTION

Email the completed disclosure to Jill Painter at (jepeterson@ufl.edu) or send the original to the Office of Technology Licensing, 747 SW 2nd Avenue, P.O. Box 115575, Gainesville, FL 32601, Telephone (352) 392-8929 or fax (352) 392-6600.