

## SECTION E : EMPLOYEE RESPONSIBILITIES

Probationary and tenured members of the faculty of a mature university are expected to teach, to do scholarly research or creative or artistic work, and to render service to the University through participation on various committees or in other professional capacities. As teachers, faculty members are expected to abide by the standards of professional ethics and responsibilities, to work at improving their teaching ability and effectiveness, and to be responsible for classroom activities and for the academic advising of students. As scholars and researchers, faculty members are expected to keep abreast of developments in their disciplines, to endeavor to publish scholarly work, or to participate in performances or exhibitions (if theater, music, dance, or the creative arts is their area), and to incorporate new insights and information into their graduate or undergraduate teaching, as is appropriate to the stated aims and content of their courses. Faculty members may render professional service at the community, regional, state, or national level by a variety of means. Within the University each faculty member is a resource person who should be available to assist the department, college, or University in coming to mature judgments and to reasonable solutions to problems. To the general public faculty members represent the authority that knowledge and expertise bestow; thus faculty members should stand available to utilize their knowledge and ability for the public good.

### 1. Conflict of Interest—Teaching

It is recognized that professional consulting and overload teaching by full-time tenured and probationary faculty are established practices within universities. Consulting activities are noncompetitive to a university when they do not deprive a university of students who would otherwise be enrolled. Overload teaching traditionally involves the use of a faculty member's services for evening or extension teaching within the same university. We recognize, also, that formal interuniversity arrangements exist through which faculty members are exchanged or otherwise employed in ways that are mutually beneficial for the institutions. Such regional consortia are not problematic in the conflict-of-interest sense. However, educational operations by some accredited universities, proprietary institutions, and entrepreneurial private organizations provide opportunities for faculty members to become employed in teaching that is in direct conflict of interest with their home institutions.

The basic question involved is the following: is it legal or ethical for a teacher who is employed full time by one university or college to do competitive free-lance teaching for other institutions? The integrity and viability of a university's degree programs are directly dependent upon the faculty members who are paid to develop and implement them and on the numbers of students involved. Circumstances of conflict-of-interest teaching are described below for the guidance of faculty members of State universities of Ohio.

It is inappropriate in most circumstances for full-time faculty members to become employed by neighboring or other external organizations to teach courses. Full-time faculty members who teach in programs offered by colleges and universities whose principal campuses are outside the State but which are offering degree programs or courses inside the State are in potential violation of their primary appointments or contracts of employment. Similarly, teaching for nonaccredited organizations that offer local or regional courses for credit through arrangements with accredited institutions is in conflict with the interests of the home institution. Teaching courses to local or regional students for external organizations on weekends and between semesters is a conflict-of-interest-action.

The use of classroom materials, library, audio-visual equipment, and other resources from the home institution to support external teaching is an extension of the conflict-of-interest activity. Course content and materials developed during the tenure of a faculty member and then used in whole or in part to teach an external course while concurrently employed at the home institution is a conflict-of-interest situation.

Faculty members are cautioned to study fully any offer to teach for an external institution. Before agreeing to do so, it is strongly recommended that prior approval be obtained from the VPAA of the institution wherein the faculty member holds a full-time appointment.

## 2. Conflict of Interest—Research and Consulting

### a) Conflict Situations

#### (1) Favoring of outside interests

When a University staff member (administrator, faculty member, professional staff member, or employee) engaging in externally sponsored work has a significant financial interest in, or a consulting arrangement with, a private business concern, it is important to avoid actual or apparent conflicts of interest between the externally sponsored University research obligations and outside interests or obligations. Such conflicts of interest may arise by:

- (a) orientation of the staff member's University research to serve the needs of the private firm without disclosure of such undertaking to the University and to the sponsoring agency;
- (b) purchase of major equipment, instruments, materials, or other items for University research from the private firm in which the staff member has an interest without disclosure of such interest;
- (c) transmission to the private firm or other use for personal gain, of externally sponsored work products, results, material, records, or information that are not made generally available; (this would not preclude appropriate licensing arrangements for inventions or consulting on the basis of externally sponsored research results where there is significant work by the staff member independent of externally sponsored research);
- (d) use for personal gain or other unauthorized use of privileged information acquired in connection with the staff member's externally sponsored activities; (the term "privileged information" includes medical, requirement or price actions; possible new sites for Government operations; and knowledge of forthcoming programs or of selection of contractors or subcontractors in advance of official announcements);
- (e) negotiation or influence upon the negotiation of contracts relating to the staff member's externally sponsored research between the University and private organizations with which the staff member has consulting or other significant relationships;
- (f) acceptance of gratuities or special favors from private organizations with which the University does or may conduct business in connection with an externally sponsored research project, or extension of gratuities or special favors to employees of the sponsoring Government agency, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties.

#### (2) Consulting for Government agencies or their contractors

When the staff member engaged in Government-sponsored research also serves as a consultant to a Federal agency, professional conduct is subject to the

provisions of the Conflict-of-Interest Statutes (18 U.S.C. 202-209 as amended) and the President's Memorandum of May 2, 1963, Preventing Conflicts of Interest on the Part of Special Government Employees. When a person consults for one or more Government contractors, or prospective contractors, in the same technical field as the staff member's research project, care must be taken to avoid giving advice that may be of questionable objectivity because of its possible bearing on the person's other interest. In undertaking and performing consulting services, a faculty member should make full disclosure of interests to the University and to the contractor insofar as they may appear to relate to the work at the University and to the contractor. Conflict-of-interest problems could arise, for example, in the participation of a staff member of the University in an evaluation for the Government agency or its contractor of some technical aspect of the work of another organization with which the staff member has a consulting or employment relationship or a significant financial interest, or in an evaluation of a competitor to such other organization.

b) University Procedures

(1) Reporting of outside employment or interests

A faculty member is permitted to engage in a reasonable amount of consultation or other work, or to have business interests outside the University, provided that such activities do not interfere with the person's University responsibilities.

Established policy is that, on the average, no more than one day per week be contributed to outside interests. Sporadic or short-term arrangements shall be reported to the member's departmental Chair or school Director. Contractual relationships also shall be endorsed by the Dean of the candidate's college.

(2) Distribution of effort

There are competing demands on the energies of a faculty member (for example, research, teaching, committee work, outside consulting). The way in which a faculty member divides effort among these various functions does not raise ethical questions unless the agency supporting the research is misled in its understanding of the amount of intellectual effort the faculty member is actually devoting to the research in question. A system of precise time accounting is incompatible with the inherent character of the work of a faculty member, since the various functions performed are closely interrelated and do not conform to any meaningful division of a standard work week. On the other hand, if the research agreement proposes that a faculty member devote a certain fraction of effort to the externally sponsored research, or if a faculty member agrees to assume responsibility for such research, a demonstrable relationship between the indicated effort or responsibility and the actual extent of involvement is to be expected.

The semester Faculty Service Report serves to document the time devoted to any contractual responsibility. Consequently, both the individual and the department Chair/school Director shall determine the accuracy of these data and maintain teaching loads and other assignments so that the research time commitment can be met.

(3) Reporting of inventions

Inventions of University staff members usually involve contributions by, and consequent interests of, the inventor, the University, and an outside research sponsor. To protect the rights of all three parties, prompt reporting and action are necessary. Any staff member who conceives an invention in the course of research conducted at the University shall report the invention to the Associate Vice President for Research. The Associate Vice President, in turn, will appoint an Advisory Committee to study the report and decide whether the University shall submit a patent application. The allocation of patent rights and division of proceeds, if any, shall be consistent with the Patent Policy laid down by the Patent Advisory Committee, the Board of Trustees, and the terms of any relevant grant or contract.

(4) Production of films or instructional materials

The development and sale or rental of audio-visual or other instructional materials produced by individuals while under University contracts or

developmental grants shall be reported and appropriate agreements made to respect the mutual interest of all parties.

3. Patent Policy and Regulations of BGSU

Preamble

As a nonprofit educational institution devoted to teaching, research, and other scholarly activities in the public interest, Bowling Green State University encourages faculty, staff, and graduate students, as part of their assigned duties and scholarly activities, to conduct research that may result in useful inventions. The respective rights and obligations of the University, research sponsors, and inventors relative to inventions resulting from research at the University are defined by this policy.

a) The Patent Policy

- (1) Pursuant to Section 3345.14 of the Ohio Revised Code and as a condition of University employment, all right, title and interest in discoveries or inventions, including patents thereon resulting from any research or investigation conducted in whole or in part in any laboratory or facility of the Bowling Green State University, (BGSU) shall be the sole and exclusive property of BGSU. Assignments or waivers of such rights, titles, and interests may be made by BGSU to external sponsoring agencies or others, as provided in subsequent clauses of this policy.
- (2) Promptly upon the conception of a potentially patentable invention or discovery and before either filing for patent or reducing the invention or discovery to practice, the inventor shall disclose to BGSU such invention or discovery and shall assign, in writing, all rights to the invention or discovery to BGSU. Such disclosure shall contain a general description of the field of the invention or discovery, a specific disclosure of the invention or discovery, any prior part of which the inventor(s) is aware, a general statement (if possible) of the economics of the invention or discovery, a listing of the notebooks or other records containing the first description of the invention or discovery, the name of the person to whom the invention or discovery was first disclosed, and the date of such disclosure. Such disclosure shall also contain an election as to the method for payment of patenting and/or licensing and related costs and schedule of distribution of net income received as provided in subsequent clauses of this policy.
- (3) All information which may reasonably be related to inventions or discoveries shall be held confidential by the inventor and shall be disclosed only to BGSU or others directed by the Officers and agents of BGSU.
- (4) All information as described in paragraph (3) above shall be maintained in confidence unless such information is, or becomes, publicly available through no fault to the inventor or unless written permission is obtained from an authorized officer or agent of BGSU to disclose such information.
- (5) Whenever requested by BGSU, the inventor shall make, sign, execute, and deliver all applications, assignments, and other papers which, in the opinion of BGSU or its counsel, are deemed necessary, proper, or desirable for obtaining Letters Patent of the United States and any other countries, and for transferring all such discoveries, inventions, improvements, patentable ideas, methods, processes, trade secrets, and Letters Patent and applications therefor to BGSU, its successors, and assigns.

- (6) An inventor shall select a method for payment of costs to obtain patents and/or licenses and a related schedule for distribution of net income, for any such inventions or discoveries selected by BGSU for patenting and/or licensing. An inventor shall choose at the time of disclosure of the discovery or invention whether or not to (a) pay all costs of obtaining patents and/or licenses or (b) request the University to pay all costs. If the inventor elects option (a), then net income from the invention or discovery will be shared by BGSU and the inventor(s) (or heirs or legatees of the inventor(s)) according to schedule A below; if the inventor elects option (b), then net income from the invention or discovery will be shared by BGSU and the inventor(s) (or heirs or legatees of the inventor(s)) according to schedule B below.

(a) Schedule A.

All costs are paid by inventor(s) prior to distribution of income. No University funds may be used to pay costs.

<u>Cumulative Net Income Category</u>	<u>Distribution between</u>	
	<u>Inventor(s)</u>	<u>University</u>
Up to \$50,000	90%	10%
\$50,001 to \$100,000	75%	25%
\$100,001 or more	50%	50%

(b) Schedule B.

All costs are paid by BGSU prior to distribution of income.

<u>Cumulative Net Income Category</u>	<u>Distribution between</u>	
	<u>Inventor(s)</u>	<u>University</u>
Up to \$2,000	100%	0%
\$2,001 to \$50,000	50%	50%
\$50,001 to \$100,000	40%	60%
\$100,001 or more	25%	75%

- (7) Net income from any invention or discovery shall consist of earnings received by BGSU from the invention or discovery after payment of all costs incurred by the BGSU or the inventor(s) as applicable in connection with the invention or discovery and beginning at the moment of invention. Such costs shall include the cost of pursuing patent protection, and developing, marketing, and licensing the invention.

If there is a plurality of joint inventors, that part of the net income accruing to the inventors will be distributed equally among the inventors unless some other distribution is specifically requested in writing by the inventors. If a plurality of institutions is involved in an invention, an agreement will be negotiated by the institutions in consultation with the inventors.

- (8) All income received pursuant to an invention or discovery shall be deposited in a separate University account from which shall be deducted an amount equal to the sum of all BGSU or inventor (whichever is applicable) costs paid or billed for obtaining a patent, license, or related activities. After such deductions have been made and distributed, net income distribution according to the elected schedule shall be made on an annual basis.

- (9) The President or designee shall appoint a Patent Advisory Committee consisting of three or more faculty members and two or more administrative staff members of BGSU. Such Committee shall:
- (a) Review all applicable inventions and discoveries and determine and advise in each individual case whether a discovery or invention resulted from research, investigation, or activity conducted in any laboratory or facility of the BGSU and is the property of BGSU.
  - (b) Determine and advise the President whether or not the discovery or invention, which is the property of BGSU, has a sufficient value or is of a sufficient interest to BGSU to warrant its retention; or, if the same should be relinquished to the inventor or otherwise dealt with.
  - (c) Advise the President about acquiring on behalf of BGSU, by agreement, on such terms and conditions as it deems appropriate, an interest in such patentable discoveries and inventions in those situations in which it shall have been determined that the discovery or invention does not otherwise belong to BGSU.
  - (d) Determine and advise the President whether or not to pursue the patentability and development of a discovery or invention that is the property of BGSU.
  - (e) Recommend to the President appropriate courses of action, including prospective purchasers or licensees of inventions or discoveries, and advise the President on the terms and conditions of any agreements.
- (10) The President of BGSU is hereby empowered and authorized, after receiving the advice of the Patent Advisory Committee, and after reporting to the Board of Trustees, to act on or reject the Patent Advisory Committee's determinations, and to sell, assign, convey, or grant on behalf of BGSU any such discoveries and inventions or any rights or shares in such discoveries and inventions, including patent rights, to such persons, firms, or governmental agencies for such consideration or upon such terms and conditions, including dedication to the public, as shall be deemed by the President, after consultation with the inventors, to be in the proper and best interest of BGSU.
- (11) Within six months after disclosure of an invention, the President of BGSU shall
- (a) elect whether to apply for a United States patent and shall initiate the patent search;
  - (b) relinquish all rights to the invention to the inventor(s); or
  - (c) indicate how the invention shall be otherwise dealt with.
- (12) The President or designee is authorized by the Board of Trustees to make arrangements with external sponsors of research to obtain research funding from such sponsors. Such arrangements may include, but are not limited to, assigning all rights to inventions or discoveries to the sponsor, or granting an exclusive or nonexclusive license to the sponsor with or without royalties to be returned to BGSU. Any such agreement must be in writing and signed by an authorized Officer or agent of BGSU. Such agreements will be in consultation with the investigator(s).

b) Procedure and Regulations Governing Invention Disclosures to be Submitted to the Patent Advisory Committee

(1) Purpose and Authority

By regulations adopted by the Board of Trustees, the Patent Advisory Committee is charged with the responsibility for advising the President in carrying out the Patent Policy of BGSU. Pursuant to that goal, the Patent Advisory Committee has adopted the following procedure governing the disclosure and submission of inventions to the Patent Advisory Committee.

(2) Bowling Green State University's Rights in Certain Inventions

As required by Ohio statute and as further defined in the Patent Policy & Regulations of BGSU, any invention or discovery developed through the use of BGSU facilities is the property of BGSU. BGSU shall develop legal protection and utilize such inventions which may benefit the public or BGSU. Under the Patent Policy & Regulation, the net income received by BGSU on any invention or discovery shall be shared with the inventor(s) according to options selected by the inventor(s) and approved by the President shown in Schedules A and B.

If BGSU determines that it has no interest in such inventions, it may assign or release all rights therein to the inventor or inventors. In order to protect the rights of both BGSU and the inventors, the prompt submission or disclosure of all such inventions or discoveries to the Patent Advisory Committee is necessary.

Certain research contracts with private industry and particularly with the federal government contain patent ownership clauses which may grant patent rights to or take patent rights from BGSU or its students, faculty and staff. The contracts should be evaluated for consistency with the Patent Policy & Regulations of BGSU. Accordingly, the early submission of such contracts to the Patent Advisory Committee for its reviews and approval is necessary.

(3) The Patent Advisory Committee

(a) Duties

The Committee shall evaluate inventions submitted to it to determine:

- i) If the invention is such that BGSU has no rights thereunder. For example, the Committee shall consider whether or not the invention was developed under a sponsored research contract in which the grantor is given all rights or whether or not the invention was made without using BGSU facilities.
- ii) If the invention, as the property of BGSU, requires further legal protection and can be licensed or otherwise used to produce royalty or other income to BGSU and the inventors.

The inventor(s) shall ordinarily be given an opportunity to present all relevant information and recommendations to the Committee in writing or in person.

After making the above determinations, the Patent Advisory Committee shall make its recommendations to the President of BGSU. The

President is empowered and authorized to act on or reject such determinations.

Through its Chair, the Patent Advisory Committee shall maintain liaison with the University Patent Counsel or other agents in making patentability searches, securing proper legal protection for the selected inventions, and in obtaining the maximum benefit therefrom.

(b) Procedures

Recognizing that time is of the essence in securing legal protection for inventions, the Patent Advisory Committee shall meet expeditiously as required to carry out its defined duties. In its evaluation of inventions pursuant to subparagraph *B-II.E.3.b)(3)(a)* above, the Patent Advisory Committee shall normally communicate its decisions and recommendations in writing to the President of BGSU within three months of the receipt of the disclosure. The inventor(s) shall be informed of the decision of BGSU with respect to the submitted invention within six months of the date of receipt of the disclosure.

(c) Liaison With Attorneys and Prospective Licensees, etc.

The Office of the Associate Vice President for Research shall provide liaison among the inventor(s); Patent Advisory Committee; Legal or Patent Counsel; external sponsors of research; prospective licensees; developers, promoters, and other persons having an interest in acquiring or developing rights in inventions or discoveries from BGSU. The Associate Vice President for Research shall convey significant matters to the Patent Advisory Committee for review, policy guidance, and recommendations to the President.

(d) Records, etc.

The Patent Advisory Committee shall keep appropriate records of all such submitted inventions, patent application, patents and agreements, etc., as are necessary to perform its functions.

(4) The Inventor's Responsibilities

(a) Submission of Disclosures and Assignment of Exclusive License

Any faculty member, student, or staff member who has made or participated in the conception of an invention or discovery using BGSU facilities shall submit to the Associate Vice President for Research an Invention Disclosure Form completed to the fullest extent possible. At the same time, a copy of the completed Invention Disclosure Form shall be submitted, for informative purposes, to the head of the appropriate administrative unit (Department Chair, Program Director, Area Head, Supervisor, etc.). Use of the standard Invention Disclosure Form, which is available from the Associate Vice President for Research, is recommended to assure that the Patent Advisory Committee receives all necessary information. Additional drawings, photos, reports, etc., may be attached to the Invention Disclosure Form as necessary to complete the disclosure.

Because the completed Invention Disclosure Form may be the first complete written record of the invention, it should be signed and dated by the inventor(s) and by at least one witness who is competent to understand the invention.

(b) At the same time that the Invention Disclosure Form is filed, the inventor shall assign all rights to the invention or discovery to BGSU and shall elect a patent expense payment and income distribution option as provided in Schedule A or Schedule B.

i) Schedule A.

All costs are paid by inventor(s) prior to distribution of income. No University funds may be used to pay costs.

<u>Cumulative Net Income Category</u>	<u>Distribution between</u>	
	<u>Inventor(s)</u>	<u>University</u>
Up to \$50,000	90%	10%
\$50,001 to \$100,000	75%	25%
\$100,001 or more	50%	50%

ii) Schedule B.

All costs are paid by BGSU prior to distribution of income.

<u>Cumulative Net Income Category</u>	<u>Distribution between</u>	
	<u>Inventor(s)</u>	<u>University</u>
Up to \$2,000	100%	0%
\$2,001 to \$50,000	50%	50%
\$50,001 to \$100,000	40%	60%
\$100,001 or more	25%	75%

Each faculty member, student, or staff member who participates in patent activities with business, industry, governmental agencies, or individuals in conjunction with consulting, research, or other professional activities (commensurate with BGSU personnel policies) must inform the Associate Vice President for Research when patent activities are initiated.

iii) Cooperation with the Patent Advisory Committee

Each inventor shall cooperate with the Patent Advisory Committee to the extent required to assist in evaluating the invention and to enable the Patent Advisory Committee to secure optimum legal protection on selected inventions.

(5) Caveat

Under the provision of the patent laws of the United States and the patent laws of many foreign countries, a published description (publication) or public use of an invention by the inventor or anyone else, if made more than one year prior to the official filing date of a patent application for that invention, will make the invention unpatentable and will cause the forfeit of all patent rights in the invention. In some foreign countries, patent rights are lost upon publication or public use of the invention at any time before the filing date of the patent application for the invention. A "Publication" has been interpreted to include a typewritten thesis deposited in a library, oral presentations at professional meetings, etc. Accordingly, any questions regarding publication, public use, or disclosure of an invention that may ultimately be considered for patent protection should be referred to the Patent Advisory Committee for its consideration and guidance.

4. Copyright Policy

a) Preamble and Purposes

The University encourages and supports the creation, development, expression, and publication of written and recorded materials by University faculty, staff, and students. Such activity furthers the broad University goals of excellence in knowledge creation, communication, and dissemination. Publication, a common means for communication and dissemination, is also a common indicator of scholarly productivity and quality because publication *per se* is often preceded by external evaluation of the quality and significance of the work. Therefore, publication is an important activity for the University to encourage and support, both because of its scholarly significance and its role in the communication of knowledge.

An important corollary of publication is copyrighting, which secures for a limited time an exclusive right of ownership to authors or creators for their work. Owners of

copyrighted material may transfer or grant license to use their protected work, usually in return for some fee or other benefit. Thus, copyrighting protects these proprietary and financial interests while encouraging publication.

Many works developed for publication by University authors or creators are undertaken at their own initiative. The University clearly recognizes the long-standing norms of academic freedom and legal tradition that University personnel through their own initiative may prepare materials that may be copyrighted by and generate income for the author(s) or creator(s). The University has no interest in restricting the ability of its personnel to produce copyrightable materials and to receive royalties therefrom.

The University does recognize, however, a proprietary interest in some materials prepared with its support, by its personnel, or under its auspices for which copyrights are requested. University support of the scholarly activities leading to creation, development, expression, and publication of written or recorded materials takes many forms, including clerical and research assistance; supplies, equipment, and use of University facilities and services; specifically assigned time for the work; graphics and computer services.

Therefore, the purposes of this University Copyright Policy are to

- (1) identify the proprietary rights of personnel and of the University in respect to copyrightable materials;
- (2) establish procedures for clarifying and negotiating proprietary rights when those of the University intersect with those of its personnel;
- (3) establish procedures for licensing use of University copyrighted materials; and
- (4) establish an income distribution schedule for royalties resulting from licensing agreements or other marketing arrangements for University copyrighted materials.

b) Publication Rights of University Personnel

The policy of the University with regard to copyrighted materials is intended to foster and support the traditional freedoms of the University's faculty, staff, and students in matters of publication. It is also intended to ensure that the University's legitimate ownership interests in certain classes of materials are adequately protected and that commercial development is conducted in a manner consistent with the University's public mission.

The ownership of materials initiated and produced by authors who are University staff members shall remain with the authors, except for the classes of works identified in *B-II.E.4.c*) below. This policy follows the principle that ownership of copyright generally vests in the author(s) or creator(s) of the copyrighted work. When ownership vests in the author or creator, she/he is entitled to all rights and privileges associated with commercial development of the work including (but not limited to) copyrighting the work, registering the copyright, licensing the use of the work, publishing, marketing, paying fees and expenses associated therewith, and receiving royalties therefrom.

c) Principles of University Ownership

There are, however, exceptions to the "author/creator as owner" principle. These arise in cases of (1) "works for hire," (2) works substantially assisted by the University, (3) works done under a sponsorship agreement between the University and an external agency, and (4) works contributed to the University. The University desires to publish, copyright, and license the use of only those materials which fall into one of these categories and have a potential for royalty return. The potential for royalty return indicates that there is economic value to their dissemination requiring copyright protection. Other University-owned materials should be placed in the public domain by publishing them with copyright protection and a corollary permission clause allowing general "not for profit" use. Thus, the principle of author or creator as owner applies to all but the following categories of copyrightable materials or works.

(1) "Works for Hire"

Copyrightable materials produced by University employees as the result of direct work assignments to meet specific objectives or as an assigned University duty other than general academic research and normal teaching assignments are "works for hire" for which the copyrights belong to the University. Such materials are usually not initiated by the author, although they may result from performance of a general assigned duty (e.g., a staff member may prepare a manual, instructional materials, or computer programs as a general assignment of his/her job. Such materials also include works commissioned by the University which fit within any of the categories of "specially ordered or commissioned" works enumerated in Section 101(2) of The Copyright Act of 1976. The University supports the primary cost of the work and all income derived from the work accrues to the University, to be shared as indicated in *B-II.E.4.f*) below.

(2) Works Substantially Assisted by the University

There are some instances in which copyrighted materials are substantially assisted by University support, such as (but not limited to): salary awards above and beyond the normal academic year salary; other staff salaries and effort; use of facilities and equipment; University computing and graphic services. Where such assistance goes beyond the author's academic year salary, use of office space, personal use of library and computing resources, or use of

word processing equipment and clerical assistance, resulting in additional costs to the University, then the work was created with the substantial assistance of the University. It is correspondingly reasonable to review the rights to ownership and equities for that work in consideration of the magnitude and importance of University assistance in its creation.

Therefore, for works that are created with substantial University assistance, the rights and equities of ownership shall be negotiated and agreed upon in writing by the author(s) or creator(s) of the work and the Associate Vice President for Research prior to release of University copyright privileges. It is desirable in most cases to negotiate agreements prior to the commitment of the University assistance for the work. The University may agree to

- (a) assign all rights of ownership to the author or creator;
- (b) assign joint ownership rights, sharing in all income derived from the work;
- (c) negotiate a royalty-free nonexclusive license to reproduce and use the work for University activities in return for sole ownership by the author or creator;
- (d) negotiate a value of the University's assistance and receive payment of no more than fifty percent of royalties accruing to the author or creator up to the value of the University assistance, in return for sole ownership by the author or creator; or
- (e) any combination of the above that adequately reflects the University's level of support.

Whatever arrangement is negotiated, the author or creator shall acknowledge in writing in the work the support of BGSU in producing the work.

The Associate Vice President for Research shall utilize the assistance of the Copyright Advisory Committee in negotiating the ownership rights and equity. If no arrangement can be mutually agreed upon, the Copyright Advisory Committee and the Associate Vice President for Research shall make independent recommendations regarding ownership and equity to the President, who shall assign the rights of ownership and equity and whose decision will be final.

(3) Externally Sponsored Works

The ownership of copyrightable materials prepared either wholly or partially with the support of grants or contracts from an external agency shall be determined according to the terms and conditions of the applicable grants or contracts. Where the applicable grant or contract is silent on rights to and income from copyrightable materials or where the agency has no policy pertaining thereto, rights to ownership shall be determined as if the materials were "substantially assisted by the University." *B-II.E.4.c)(2)*.

(4) Works Contributed to the University

University personnel may choose to contribute copyrightable materials to the University and thereby assign all rights of ownership to the University. The University may choose to accept or not to accept such works for University ownership. In accepting such works for University ownership, the Associate

Vice President for Research may negotiate a limited license for personal use by the author or creator as well as a share of any royalties earned by the University from commercial development in return for contribution of the copyrightable work.

Nothing in this section shall be construed to be contrary to the policies of BGSU publications in regard to ownership rights or equities.

d) Student Works

Unless subject to the provisions of *B-II.4.c)(2)*, copyrightable works prepared by students as part of the requirements for a degree program are deemed to be the property of the student, but are subject to the following provision.

The University shall have, as a condition of the degree award, a nonexclusive royalty-free right to retain and use a limited number of copies of the copyrightable work and the right to secure its publication for archival use.

e) Responsibilities and Administration

- (1) The Associate Vice President for Research shall be responsible for promoting general awareness of this policy by University personnel and for answering any specific questions having to do with its terms or implementation.
- (2) University personnel agree to abide by this policy and by procedures for its implementation as a condition of their employment.
- (3) The Associate Vice President for Research shall appoint a Copyright Advisory Committee consisting of three members of the faculty, one administrative staff member, and one classified staff member for terms of three years. Initial appointments shall be for staggered terms to avoid disruptive member changes every third year. The Committee shall meet at least once a year.
- (4) The Associate Vice President for Research shall develop and approve agreements about and assignments of copyright to authors or creators, to the University, or to both, in regard to works which are produced with substantial University assistance.
- (5) The Associate Vice President for Research shall provide assistance in securing the copyright to any works in which the University has proprietary rights and equity.
- (6) The Associate Vice President for Research shall provide assistance in licensing or distributing any copyrightable works in which the University shares rights and equities with the author or creator or external sponsor.
- (7) The Associate Vice President for Research shall establish appropriate accounts and procedures for receiving and distributing income accruing to the University as the result of licenses to use copyrighted works in which the University has proprietary rights and equities or for which there are other agreements assigning income to the University.

f) Distribution of Income

Net income accruing to the University from the commercial licensing or development of wholly University-owned copyrights resulting from works for hire shall be distributed as follows:

Thirty-three percent to the author(s) or creators, with the balance of sixty-seven percent to the University.

Net income is gross income less expenses for copyright registration, marketing, or other requirements for use and sale of materials outside the University.

Although this is the norm for University copyright agreements, the distribution formula is subject to negotiation for works substantially assisted by the University, externally sponsored works, and works contributed to the University. The distribution formula in these instances should reflect the level of University support or assistance.

g) Definitions

As used in this policy, the following terms have the indicated meaning:

- (1) *Written materials*. All literary, dramatic, musical materials or works, all pantomimes, and choreographic works, pictorial, graphic, and sculptural works, and all other materials or works including computer programs published or unpublished, copyrighted or copyrightable at any time under the Federal Copyright Act as now existing or hereafter amended or supplemented.
- (2) *Literary materials*. Works expressed in words, numbers, or other verbal or numerical symbols or indicia, regardless of the nature of the material object, such as books, periodicals, manuscripts, phonograph records, film, tape, disks, or cards in which they are embodied.
- (3) *Recorded materials*. All sound recordings, visual, audio-visual, and television films, tapes, or disks, video tapes, kinescopes, computer tapes or disks containing electromagnetic representations of written materials or computer programs.
- (4) *Works*. Written or recorded materials.
- (5) *Publication*. Distribution of copies or recordings of a work to the public by sale or other transfer of ownership, or by rental, lease, or lending.
- (6) *University personnel*. Part-time and full-time members of the faculty, administrative staff, classified staff, all students, postdoctoral fellows; and any other employees or consultants to the University or persons being trained in University-sponsored programs.
- (7) *Work for hire*. Work created under the circumstances set forth in Section 101 of The Copyright Act of 1976.
- (8) *Substantial assistance*. University salary, above and beyond the academic year or contract year salary; assignment of University-salaried staff other than author(s) or creator(s) to creation or production of the materials above and beyond clerical assistance; or use of University facilities and equipment in creation or production of the materials above and beyond use of assigned office space, libraries, personal use of computing resources, and word processing equipment. Faculty Improvement Leave with pay does not constitute substantial assistance in the creation of material subject to copyright.



5. Extramural Gainful Employment

Obligations of the Appointee: The appointee agrees to meet such obligations and perform such professional duties as are normally associated with the stated appointment under prevailing academic practice. It is the responsibility of the officer signing for the University to verify whether the appointee's performance is in accordance with prevailing academic practice. Service of full-time faculty members shall be in accordance with the Conflict-of-Interest Statement as approved by the Board of Trustees. The appointee shall advise the department Chair/school Director or equivalent officers of gainful activities that may cause the appointee to render fewer than those professional duties that are normally associated with the stated appointment under prevailing academic practice.

6. Overload Teaching Assignments

The ultimate goal of the University is to staff all classes, including resident credit and extension, in-load with regular faculty.

- a) In those circumstances where the contracting officer(s) agrees that overload assignments are essential in meeting instructional needs, such assignments shall be limited to one course per academic year for any faculty member.
- b) In those unusual or emergency situations wherein no other qualified person is available to staff a scheduled class that meets minimum enrollment standards, the Dean and VPAA are authorized to approve a consecutive overload assignment and compensation for a faculty member.
- c) Overload teaching, when properly approved, is available to all members of a department irrespective of rank and tenure. Overload teaching is not available to faculty members who have been released part or full time from teaching duties to engage in research or other scholarly endeavor. In other words, overload assignments are normally made to faculty already involved in full-time teaching assignments.
- d) Overload teaching is not to be used as an inducement in faculty recruitment.

7. Resume Form

It is the responsibility of each faculty member to maintain current professional career data in the Office of the VPAA. This should be done through the department/school and college office. The following form is suggested.

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SUGGESTED PROFESSIONAL RESUMÉ FORM FOR FACULTY

(Your name in capital letters)

(In all categories, please respond chronologically with the most recent activity at the top of the list.)

I. Academic Degrees

II. Academic Positions

A. Teaching Positions

B. Administrative Positions

III. Non-academic Positions

(List all salaried positions in business, industry, or government. Do not list minor political offices or appointments.)

IV. Teaching Experiences or Academic Service

A. Teaching Experiences

(List the courses you have taught and the number of years of experience with each course. Do not list "Problems" or "Readings" courses.)

1. Undergraduate Courses
2. Undergraduate-Graduate Courses
3. Graduate Courses
4. Other Teaching. (List here interdisciplinary courses, supervision of students teachers, workshops, or courses conducted to teach graduate assistants to teach or other kinds of teaching unique to a college or university setting.)
5. Thesis and Dissertation Students. (List here those students for whom you served as the major research advisor and as Chair of the thesis or examining committee.)

a. Theses:

<u>Name</u>	<u>Degree</u>	<u>Year</u>	<u>University</u>
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b. Dissertations:

<u>Name</u>	<u>Degree</u>	<u>Year</u>	<u>University</u>
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6. Membership on Dissertation Committees:

<u>Name</u>	<u>Degree</u>	<u>Year</u>	<u>University</u>
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7. Membership on Thesis Committees:

<u>Name</u>	<u>Degree</u>	<u>Year</u>	<u>University</u>
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B. Academic Support Service (Applies only to Instructional Media, Counseling, Library.)

- V. Curriculum Development  
(List courses added to the curriculum, workshops, etc.)  
A. Courses  
B. Workshops  
C. Educational Materials (filmstrips, films, TV materials, etc. Give publisher, date of publication, etc.)
- VI. Professional Development  
(List courses taken, workshops, improvement leaves, post-doctoral training, etc.)
- VII. Academic Advising  
A. Undergraduate Year Number of Students Assigned  
B. Graduate Year Number of Students Assigned
- VIII. Research Interests  
(Give the speciality or specialities within your discipline in which you have high research competence(ies) and with which you prefer to be identified.)
- IX. Research Projects and Grants  
(List the funding agency, the agency project number if known, the dates, the dollar amount of support, and the title of the project. Do not list pending or unsuccessful applications. Any special research equipment or travel grants should be included under this heading.)
- X. Publications or Equivalencies  
A. Publications  
List only articles published or accepted for publication and/or books published or assigned a publication date. In all cases include publisher, date of publication, pages and other appropriate information.  
1. Books  
(a) Textbooks  
(b) Scholarly books  
(c) Anthologies and all edited texts designated as such  
(d) Chapters of books  
(e) Indexes and other bibliographic texts  
2. Journal Articles  
(a) Refereed Articles  
(1) Journals  
(2) Proceedings  
(b) Non-refereed Articles  
(1) Journals  
(2) Newsletters  
(3) Miscellaneous  
(c) Editorships of Journals  
3. Book Reviews  
(a) Book review essays  
(b) Book reviews  
4. Abstracts

5. Reports
  - (a) Published
  - (b) Unpublished

OR

B. Equivalencies

Spatial Arts

(List appropriate information, dates, locations, etc.)

1. Invited BGSU art shows
2. Invited external art shows
3. Juried exhibitions
4. Works in permanent collections
5. Touring exhibits
6. One-person shows
7. Prizes

OR

Musical Arts

(List appropriate information, dates, locations, etc.)

1. Performances
  - a. Local performances
  - b. External performances
2. Original Musical Compositions published, recorded or performed (List appropriate information, dates, locations, etc.)
  - a. Commissioned original compositions
  - b. Original compositions
  - c. Transcriptions

OR

Dramatic Arts

1. Directing (Play, where performed, dates, sponsor/ producer)
2. Acting (Play, where performed, dates, sponsor/ producer)
3. Original play (Name, publisher or producer, dates, location, etc.)
4. Scenery and costume design (Play, where performed, dates, sponsor/producer)

OR

Patents Awarded

(List patent number, date, etc.)

OR

Product or Engineering Designs

(Describe product, company accepting design, etc.)

OR

Other

XI. Papers Read to Professional Societies

- A. Invited papers
- B. Refereed papers
- C. Non-refereed papers

XII. Service

- A. Department
- B. College
- C. University
- D. Professional

(List only offices held or other appropriate professional service such as chairing a symposium or panel discussion.)

- XIII. Research or Professional Consultantships
  - XIV. Membership in Professional Organizations
  - XV. Honors and Awards
    - A. Membership in Honor Societies
    - B. Awards (List award, date, sponsor, etc.)
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8. Smoking Regulations (Board of Trustees, May 7, 1993)

Smoking is prohibited inside all buildings, structures, and vehicles owned or leased by Bowling Green State University, including those at the Firelands Campus.

9. Solicitation Policy (Faculty Senate, 10-2-84)

This policy is framed to permit all Bowling Green State University employees to perform their jobs free from intrusions and to ensure that the mission of the University shall proceed unhampered. It also is recognized, however, that the atmosphere of a University requires "academic freedom, the full freedom of speech, freedom to teach, to learn, and to conduct inquiry in a spirit of openness necessary to the acceptance of criticism, the expression of differing opinions, and the pursuit of truth" (*Article I.A* of the Academic Charter). Furthermore, "all members of the University Community and the Trustees have legitimate concerns about all aspects of the University" (*Article I*) and "The persons who create and maintain the University constitute the University Community" (students, faculty, administrative staff, classified staff, administration).

a) Definitions

- (1) Working Time: Those hours during which faculty employees are engaged in the primary University function for which they were hired. Classified and administrative staff working time shall mean accepted work-shift or hours during which employees are engaged in the primary function for which they were employed.
- (2) Internal organization: Any organization or association made up exclusively of University employees. Local affiliation with a regional, state, or national organization shall not preclude a University group's being defined as an internal organization.
- (3) External organization: Any organization or association of individuals that is not made up exclusively of University employees.
- (4) Solicitation: Any activity that is designed to advertise, promote, or sell any product or commercial service, or encourage support for or membership in any group, association, or organization.

b) Disruption of Working Time

A person's ability to perform assigned duties while engaged in the primary University function for which the employee was hired shall not be impaired by any activity conducted for the purpose of advertising, promoting, or selling any product or commercial service or for encouraging or being encouraged to join any group, association, or organization.

c) Use of Facilities

(1) campus mail

The internal campus mail system is for the exclusive use of the University and any organization sponsored by (or affiliated with) the University or made up exclusively of students or University employees (whether or not affiliated with state or national societies or associations). No commercial use shall be made of the campus mail system.

(2) space

Any organization or individual wishing to use University space to advertise, promote, or sell any product or commercial service or wishing to encourage membership in any group, association, or organization shall obtain authorization of the person or office (e.g., the Space Assignments Office) responsible for that space or facility. Normally, requests to reserve or have access to University space must be filed forty-eight hours prior to a meeting or visit. The request shall state:

- (a) the purpose of the proposed visit; and
- (b) the name of any person(s) or alternates who desire access to the campus.

The Office of Space Assignments will attempt to locate a designated area for use by the nonemployee or organization submitting the request and will then issue a permit designating the room and the date and time it may be used. If two or more requests for access to a designated area for the same or overlapping times have been made, the University will attempt to provide alternate designated areas. If no alternate designated area is available, the University will grant access to the available designated area on a rotating basis with equal time for its use. If the designated areas are unavailable due to a prior reservation, the University will immediately notify the requesting party of such conflict.

(3) bulletin boards or other public access areas

Any employee may post notices or other appropriate information on designated employee bulletin boards or other designated public access areas. If the notice contains information about an on-campus meeting during which a product or commercial service is to be advertised, promoted, or sold or during which membership in a group, association, or organization will be advocated, the notice shall be consistent with (in terms of designated area, time, and date) the permission granted to the organization.

d) Distribution of Literature

Distribution of literature by any external organization or nonemployee within any building on campus shall be limited to public access areas or to other designated areas reserved according to procedures described above in c) (2)(space).

e) Violations

Any visitor who violates this policy may be denied use of University facilities for up to one year. Any employee who violates this policy may be disciplined under the conditions and in accordance with the procedures established by and published within the appropriate employee handbook.