



East Carolina University | Board of Trustees Meeting

University Affairs Items

Agenda

- | | |
|----------------------|--------|
| I. Mission Statement | Action |
| II. Supplemental Pay | Action |
| III. Patent Policy | Action |

ECU MISSION STATEMENT

2013 UPDATE

BACKGROUND

UNC System President Tom Ross requested that all system campuses review and propose revisions to their mission statements submitted and approved in 2009. This process is to ensure consistency with the new “Our Time Our Future” UNC strategic directions plan.

Each campus was asked to pay particular attention to SACS Accreditation requirements, reflecting the full scope of educational programs offered in your mission, and incorporating significant distance and correspondence education efforts if applicable. President Ross also requested that the mission be carefully reviewed by all campus stakeholders and the Board of Trustees prior to submission to the Board of Governors for approval.

The current 2009 ECU Mission Statement was one of the most focused and university-specific of all member schools, and was praised by former President Bowles.

PROCESS

Chancellor Ballard appointed a committee co-chaired by Carol Mabe (Trustee & Co-Drafter 2009 Mission) and Ron Mitchelson (Interim Vice Chancellor Research & Graduate Studies) to review and update our mission as appropriate. Committee members represented all major university stakeholders:

- Students (Tim Schwann, SGA President)
- Staff (Mandee Lancaster, Chair Staff Senate)
- Faculty (Mark Sprague, Chair Faculty Senate; Marianna Walker, Strategic Planning Committee Rep)
- Administration (Virginia Hardy, VC Student Affairs; Beth Velde, Director Public Service)

The committee made initial revisions to the 2009 mission to address current strategic priorities and specific SACS issues; and to enhance key differentiators of ECU. The draft was made available to a wide range of constituents for input. Over 650 people responded to the draft with comments and input. 58% agreed with the mission statement preliminary draft. The committee reviewed all comments and input received, and consulted with the university’s Strategic Planning Steering Committee; then prepared the recommended mission statement.

The mission draft has been vetted and approved by the Chancellor and his administration.

WHAT IS A MISSION STATEMENT?

Our mission is our Core Purpose; our Primary Reason to Be.
It defines our "Brand".

- It is a precise statement that lets all constituencies know what we stand for
- It provides a sense of identity
- It unifies and inspires people
- It guides our decisions and actions

KEY CHANGES IN OUR MISSION STATEMENT

- Includes "student success" along with "public service" and "regional transformation" (Opening Phrase)
- References educating our students with necessary "knowledge, skills and values" (Point 1)
- Recognizes our innovative approaches for delivering an education to traditional and non-traditional students in creative ways (Point 2)
- Specifies that we prepare leaders "to serve" (ECU's Motto) and to "inspire positive change" (Point 3)
- Speaks to our unique commitment to enhance eastern NC (Point 4)
- Clearly defines our healthcare focus and our unique mission to reduce health disparities (Point 5)
- Expands the ways we improve quality of life to include "athletics" along with cultural enrichment and academics (Point 6)
- Incorporates our commitment to careful stewardship of our resources among the ways we accomplish our mission (Closing Phrase)

Note that the entire Mission Statement is written in the "active tense". These are the things we do.

ECU MISSION DRAFT (06/28/2013)

To be a national model for student success, public service and regional transformation, East Carolina University:

- *Prepares students with the knowledge, skills and values to succeed in a global, multicultural society;*
- *Uses innovative learning strategies and delivery methods to maximize access;*
- *Develops tomorrow's leaders to serve and inspire positive change;*
- *Discovers new knowledge and innovations to support a thriving future for eastern North Carolina and beyond;*
- *Transforms health care, promotes wellness, and reduces health disparities; and*
- *Improves quality of life through cultural enrichment, academics, and athletics.*

We accomplish our mission through education, research, creative activities, and service while being good stewards of the resources entrusted to us.

CURRENT ECU MISSION STATEMENT

To serve as a national model for public service and regional transformation by:

- *Preparing our students to compete and succeed in the global economy and multicultural society,*
- *Distinguishing ourselves by the ability to train and prepare leaders,*
- *Creating a strong, sustainable future for eastern North Carolina through education, research, innovation, investment, and outreach,*
- *Saving lives, curing diseases, and positively transforming health and health care, and*
- *Providing cultural enrichment and powerful inspiration as we work to sustain and improve quality of life.*

Supplemental Pay for EPA Employees

POL# (to be done by Legal)

PRR General Subject Matter (Leave blank. To be done by Legal)

Authority: Board of Trustees

History:

Related Policies: [UNC Policy Manual, § 300.1.1](#); [UNC Policy Manual, § 300.2.13](#); [ECU Faculty Manual, Part XI](#); [ECU Policy for Employees Exempt from the State Personnel Act](#); [Office of State Personnel Policy on Dual Employment](#); [Faculty Workload REG 03.00.12](#).

Additional References: ECU Supplemental Payment and Stipend Codes; [EPA Plan for Management Flexibility to Appoint and Fix Compensation](#); [Dual Employment Form CP-30](#); EPA Supplemental Pay and Stipend Form

Contact for Info:

Associate Provost for Personnel and Resource Administration, 252-328-2679

Associate Vice Chancellor for Health Sciences Administration and Director, BSOM Faculty Employment, 252-744-1910

Assistant Vice Chancellor for Human Resources and Director for EPA Administration, 252-328-9882

1. Purpose

This Policy outlines practices for additional compensation paid to East Carolina University EPA employees: 1) faculty, 2) non-faculty (EPA-NF instructional and research), and 3) Senior Academic and Administrative Officers (SAAO) Tier I and Tier II. This Policy is not intended to modify any of the existing policies or procedures governing the administration of University salaries nor to address compensation practices for Clinical Support Services (CSS) or employees subject to the State Personnel Act (SPA). [Note: see the ECU Policy for Employees Exempt from the State Personnel Act for more information on the non-faculty classification of EPA employees]

2. Definitions

2.1. Base Salary – Base salary is the annual permanent salary of the employee approved by the Chancellor, Board of Trustees, or Board of Governors as it appears in the employment contract or subsequent salary increase/decrease letters. The base salary does not include any supplemental payments, although such payments may be addressed in a contract letter as part of the compensation package for the contract period.

- 2.1.1. For the purpose of defining the Base Salary, faculty in the Brody School of Medicine subject to the ECU Physicians' Clinical Faculty Compensation plan, an EPA employee's Base Salary will be the sum of the academic base and the supplement, as defined by the Clinical Faculty Compensation Plan.
- 2.2. Supplemental Payments – Supplemental Payments are compensation in excess of an EPA employee's Base Salary for temporary increases in responsibility and/or for extra duties beyond the scope of the primary appointment. Prior approval of the supervisor, department chair or school director, dean and vice chancellor(s) are required. See Section 5, below, for a non-exclusive list of Supplemental Payment types. [Note: see the ECU Supplemental Pay Codes matrix for additional descriptors and budget coding]
- 2.3. Contract Period – For 9-month faculty the contract period is typically August 16 through May 15. For 12-month faculty the contract period is typically July 1 through June 30. The specific dates for individual employees are based on the actual employment contracts.
- 2.4. Outside the Contract Period – The specific dates of the time outside the employee's contract period is based on the actual employment contract. There is no Outside the Contract Period for 12-month employees.
- 2.5. External Funds – Grant or other non-state appropriated funding sources.
- 2.6. Dual Employment – Dual employment occurs when a university employee agrees to perform services for another state agency on a part-time or contractual basis. Approval must be obtained from the supervisor, department chair or school director, dean and vice chancellor before the service is provided in order to ascertain whether the obligation will interfere with job duties and commitments of the primary position. Dual employment must be in accordance with the State of North Carolina Policy on Dual Employment.

3. General Provisions

- 3.1. No Supplemental Payments, above the Base Salary, may be paid for university duties that are generally related to the position to which the individual is appointed during the Contract Period. See Section 2.2 for a definition of Supplemental Payments and the Supplemental Pay Codes matrix for additional descriptors and budget coding.
- 3.2. Assignment of additional responsibilities for which supplemental payments may be considered must comply with university established Affirmative Action and Equal Employment Opportunity policies and procedures, up to and including a formal search process when required.
- 3.3. This Policy complies with applicable federal and state restrictions on level of effort for external sponsored projects, grants, or contracts. Federal restrictions permit up to 3/9ths effort for a 9-month employee outside the Contract Period and no more than 100% of total compensated effort during the Contract Period (133% Rule). In the case of these projects, the rate of pay for any Supplemental Payment must be the same as the base rate of pay for the employee's primary contracted assignment.

- 3.3.1. Supplemental Payments, excluding approved summer research and instruction, and administrative supplements cannot be charged to a sponsored project.
- 3.4. All Supplemental Payments require the appropriate pre-approvals by the supervisor, department chair or school director, dean and vice chancellor. If the employee is in a different department/unit/division from the unit requesting service, approval of the supervisor, department chair or school director, dean and vice chancellor of the home department/unit/division is required, each time any vice chancellor approval is required under this policy.
- 3.5. Per the applicable hiring guidelines, less than full-time appointments during an academic or fiscal year can be increased up to full-time (1.0 FTE) with the appropriate additional compensation becoming part of their Base Salary upon approval by the supervisor, department chair or school director, dean and vice chancellor of the home department/unit/division.
- 3.6. Process for Approvals. Prior approval may be granted upon receipt and analysis of the following:
 - 3.6.1. A written request from the appropriate unit administrator, including a rationale for recommending the employee, an explanation of the activities contemplated, a clear justification as to why the activity warrants Supplemental Payments, the relationships of the activities to the primary appointment, basis for the determination of the compensation rates, duration of assignment, and, if applicable, statements relative to any conflict with the primary appointment.
 - 3.6.2. The request must be made to the supervisor, department chair or school director, dean and vice chancellor for their approval by affixing dated signatures on the request.
 - 3.6.3. In the review, the total time commitments of the individual (workload, approved supplemental activities and external activities for pay) will be considered.
 - 3.6.4. The approved request must be submitted to the Academic Affairs Personnel Administration, Health Sciences Personnel Administration, or EPA Human Resources Administration for final review and processing.
 - 3.6.5. Documentation related to Supplemental Payments must be maintained in the employee's personnel file.
- 3.7. No assignment that results in a supplemental payment may exceed one year, unless specifically approved by the appropriate vice chancellor(s).
- 3.8. No SAAO may be paid, in addition to his or her salary, for any services rendered to any institution-related foundation, endowment, or other entity that: 1) was established by officers of the university, 2) is controlled by the university, or 3) is tax-exempt based on being a support organization for the university.

- 3.9. All Supplemental Payments will be processed as compensation through ECU Payroll, and subject to all applicable taxes and withholdings.
- 3.10. Individual fund sources may have specific restrictions on compensation or may have more restrictive practices than this policy. When there is conflict between this policy and the sponsor or activity requirements, the most restrictive practice will normally be applied.
4. The Chancellor may approve supplemental pay in any exceptional situation that makes it unduly burdensome or otherwise contrary to the best interest of the university to fulfill one or more requirements of this policy by signing a memorandum that states the reason(s) for the exception. The memorandum is to be retained in the employee's personnel file and a copy provided to the Academic Affairs Personnel Administration, Health Sciences Personnel Administration, or EPA Human Resources Administration.

5. Types of Supplemental Payments

The following is a non-exclusive list of types of Supplemental Payments:

- 5.1. Conducting Seminars, Workshops, Continuing Education Programs, and Training Approval may be granted for Supplemental Payments during the Contract Period for conducting non-credit short courses or presenting special lectures, seminars, workshops, creative activity, teaching in non-credit programs sponsored by the Office of Continuing Studies, or conferences for continuing professional education.
- 5.2. Administrative Assignments EPA employees occasionally assume administrative duties for which Supplemental Payments are appropriate. Examples include, but are not limited to: (1) assignments of one year or less as coordinators of undergraduate, graduate or special programs; (2) interim appointments to a higher level of administrative responsibility, such as interim department chair, dean, or director.
- 5.3. One-Time Special Payments EPA employees sometimes perform work unrelated to their primary appointment, such a special project related to the person's expertise for which they may receive a payment
- 5.4. Overload Instruction Faculty should generally not be paid for teaching credit courses in addition to their normal course load. Instead, other arrangements should be made, such as a corresponding course reduction in the following semester. Under extraordinary circumstances, overloads may be approved consistent with the process outlined in this policy, for faculty to teach additional for credit courses. This is only allowable if this does not cause a conflict of commitment with other assigned duties, and the faculty member has an appropriate workload.
- 5.5. Summer Research and Instruction Due to government restrictions on the level of effort, a 9-month faculty member who participates in government-sponsored research outside the Contract Period can teach summer sessions as long as the combination of teaching and research effort and compensation does not exceed 3/9ths of the Base Salary. The summer

teaching rate of pay is determined by the academic unit. The summer research rate of pay is based on the previous year's academic contract Base Salary and the 3/9ths requirements.

5.6. Instruction by EPA-NF and SAAO Employees (Tier II) EPA-NF and SAAO Employees (Tier II) may be allowed, subject to advance approval as described herein, to receive a supplemental payment for additional instructional responsibilities provided the additional responsibilities do not conflict with the duties of their primary appointment. Generally the instructional responsibilities must be carried out at times other than during the normal working hours associated with the primary appointment. However, in extraordinary circumstances, the instruction may occur during normal working hours with the approval of the supervisor, department chair or school director, dean and vice chancellor(s). Paid leave may not be used to account for the time associated with the additional instructional assignment, but leave without pay is an option. If leave without pay is not used to account for the time away from the primary appointment, an alternate work schedule must be approved. All such arrangements must be reviewed annually and approved by the supervisor, department chair or school director, dean and vice chancellor(s).

5.7. External Funds

5.7.1. For 9-month faculty, Supplemental Payments can be earned outside the Contract Period for university-sponsored research that is externally funded by a government agency as approved by the department chair or school director, dean and vice chancellor and Office of Grants and Contracts. The maximum payment is 3/9ths of the Base Salary or 100% of time.

5.7.2. Government sponsors do not permit compensation beyond the base rate of pay during the Contract Period. As a general rule, faculty (9-month and 12-month) involved in sponsored research during the Contract Period should have their other assigned responsibilities reduced. All compensation rates and periods of appointment must be approved by the Office of Grants and Contracts. Individual sponsors may have more restrictive requirements than applicable university policies. The most restrictive policy will be applied for sponsored project compensation.

6. **Effective Date**

This Policy is effective [insert date] and shall supersede any previous supplemental pay policies at East Carolina University.

University Patent Policy

PRR Classification: POLICY

Print-friendly version 

(Print-Friendly version is a word version of this template available for downloading)

Authority: Board of Trustees

History: First issued: March 1984
Revised: August 27, 2012; December 5, 2012
Interim posted: April 16, 2013

Related Policies: UNC Policy 500.2-Patent and Copyright Policies
UNC Policy 300.2.2-Conflicts of Interest and Commitment Affecting Faculty and Nonfaculty EPA Employees
UNC Code: Appendix I
ECU Faculty Manual Part VII, (III) – East Carolina University Copyright Policy
ECU Faculty Manual Appendix I. – Policy on Conflicts of Interest and Commitment
ECU Equity Acquisition Rule

Additional References: U.S. Patent Laws 35 U.S.C. §§ 1-376
East Carolina University Patent Assignment Agreement

Contact for Info: Director, Office of Technology Transfer
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1. Introduction

- 1.1. East Carolina University (the “University”) is dedicated to the pursuit of instruction, research, scholarship, engagement, innovation development and the extension of knowledge for the benefit of the public good in an environment that is open to collaboration and publication. Inventions, discoveries, and other intellectual assets may arise as a result of the conduct of these activities by University personnel, including faculty and other EPA employees, employees subject to the State Personnel Act (SPA), clinical support services (CSS) employees, emeritus faculty, adjunct faculty, visiting faculty or other visitors or volunteers using research facilities, post-doctoral employees, graduate students, and undergraduate students participating in research as employees or otherwise, and may qualify as intellectual property in the form of patents or copyrights. The Board of Governors of the University of North Carolina has determined that patenting and licensing of these intellectual property assets are consistent with the purposes and mission of the University of North Carolina. This Patent Policy is subject to and supplements the patent and copyright policies of the University of North Carolina.

2. Coverage

- 2.1. This Patent Policy applies to all University employees, students, and volunteers, including, but not limited to, faculty and other EPA employees, employees subject to the State Personnel Act (SPA), clinical support services (CSS) employees, emeritus faculty, adjunct faculty, visiting faculty or other visitors or volunteers using research facilities, post-doctoral employees, graduate students, and undergraduate students participating in research as employees or otherwise. The individuals subject to this Patent Policy are collectively referred to herein as “University Personnel.” This Patent Policy is a condition of employment of every employee of the University and attendance of every student at the University.
- 2.2. Upon prior written agreement between non-University persons or entities and the University, this policy may be applied to persons not associated with the University who make their inventions available to the University under circumstances where the further development and refinement of such inventions are compatible with the research program of the University.

3. Ownership

- 3.1. Patent Assignment Agreement: All University Personnel engaged in or who propose to engage in research or other activities that may result in an Invention subject to this Policy as part of their affiliation with East Carolina University shall agree to, and execute, the East Carolina University Patent Assignment Agreement.
- 3.2. University Personnel shall not:
 - 3.2.1. Enter into agreements with third parties (including but not limited to outside organizations) which would abrogate the University’s intellectual property rights and interests, and/or which would require use of University research resources;
 - 3.2.2. Violate the terms and conditions of any grant or contract to which the University is a party; or
 - 3.2.3. Without prior authorization, use or associate the name marks and other indicia of the University or its administrative units or academic departments in connection with any Invention subject to this Patent Policy.
- 3.3. University Ownership of Inventions: *Invention* means an invention or discovery of any new and useful process, machine, manufacture, or composition of matter; or any new and useful improvement thereof, including, but not limited to, compounds, prototypes, biological materials, software, complex multimedia works and tangible research results, that is:
 - 3.3.1. Patentable under the laws of the United States or any foreign country;
 - 3.3.2. Commercializable (through licensing or otherwise);
 - 3.3.3. Obligated under a sponsored research agreement or any other agreement to which East Carolina University is a party; *or*
 - 3.3.4. Created to support the administrative operations of the University.

- 3.4. Except as otherwise specified herein, the University owns all right, title and interest in and to any Invention or discovery or part thereof that (each a “University-Owned Invention”):
 - 3.4.1. Results from research or other activities carried out at or under the auspices of East Carolina University; and/or
 - 3.4.2. Is developed:
 - 3.4.2.1. With the aid of the University’s resources or facilities, University Personnel; and/or
 - 3.4.2.2. Through funds administered by the University.

3.5. With respect to any Invention owned by the University, upon request, the Inventor(s) shall execute promptly all contracts, assignments, waivers or other legal documents necessary to vest in the University or its assignees any or all rights to such Invention, including complete assignment of any patents or patent applications relating to the Invention.

University Personnel hereby irrevocably assign to the University, all right, title and interest in and to Inventions and related patent applications and patents, and shall cooperate fully with the University in the preparation and prosecution of patent applications and patents.

3.6. Inventor(s) Ownership of Inventions: “Inventor(s)” means an individual or individuals who contribute to an Invention that is subject to this policy. An Inventor who is a University Personnel may own all right, title and interest in certain Inventions (each an “Inventor-Owned Invention”) under either of the two following circumstances:

3.6.1. If the subject matter of the Invention is outside the scope of the Inventor’s/Inventors’ University activities (such activities included, but not limited to, the Inventor’s/Inventors’ research, teaching, administrative, service or permitted entrepreneurial activities) at the University, an Invention may be an Inventor-Owned Invention if it was made:

- 3.6.1.1. without the material use of University’s facilities, equipment, materials or resources;
- 3.6.1.2. without funds administered by the University; and
- 3.6.1.3. without interfering with the Inventor’s/Inventors’ obligation to carry out all of his/her University responsibilities in a timely and effective manner.

3.6.2. If the subject matter of an Invention is within the scope of the Inventor’s/Inventors’ University activities (such activities including, but not limited to, the Inventor’s/Inventors’ research, teaching, administrative, service activities or permitted entrepreneurial activities) at the University, the Invention may be an Inventor-Owned Invention if it qualifies as an “external professional activity invention.” An “external professional activity invention” means an Invention that:

- 3.6.2.1. meets the conditions set forth in section 3.6.1. (3.6.1.1 through 3.6.1.3.) above;

- 3.6.2.2. is made in the course of Inventor's/Inventors' external professional activities in compliance with the University's Policy on External Professional Activities of Faculty and Other Professional Staff (or any substitute or complementary policy);
- 3.6.2.3. is not based on or, if to be practiced, does not require the use of intellectual property owned by the University;
- 3.6.2.4. arises out of a specific scope of work defined in a written agreement between the Inventor(s) and a third party; and
- 3.6.2.5. if such Invention is within the specific subject area of the Inventor's/Inventors' current and ongoing University research activities, such Inventor(s) has/have received prior approval from his/her departmental chair, school dean, unit director or similar administrative officer to engage in such external research activity, and notice of such approval has been provided to the University's Office of Technology Transfer.

3.6.3. The University does not claim any rights in Inventor-Owned Inventions.

4. Revenue Sharing

4.1. The University shall share revenue earned from technology transfer activities with the Inventor(s) as specified in this section. Specific provisions of grants or contracts may govern rights and revenue distribution regarding inventions made in connection with sponsored research; consequently, revenues the University receives from such inventions may be exclusive of payments of royalty shares to sponsors or contractors. Moreover, the University may contract with outside persons or organizations for the obtaining, managing, and defending of patents. Any expenses incurred for the services of such persons or organizations, as well as any and all incremental expenses incurred by the University in obtaining and maintaining patents and/or in marketing, developing, and licensing and defending patents or licensable inventions, shall be deducted before the University distributes revenues as provided below.

4.2. The revenues that the University receives from a patent or invention shall be distributed as follows:

	1 st \$1,000 (Gross Receipts)	Next \$100,000 (Net Receipts)	Greater than \$101,000 (Net Receipts)
Inventor(s)	100%	50%	40%
Department(s)	n/a	15%	15%
School/College(s)	n/a	5%	5%
Invention Management Fund	n/a	25%	30%
Division of Research & Graduate Studies	n/a	5%	10%

4.3. Applicable laws, regulations or provisions of grants or contracts may, however, require that a lesser share be paid to the Inventor(s). In the case of co-Inventors, each percentage share described in this paragraph as due a sole inventor shall be subdivided equally among the co-

Inventors unless all the co-Inventors provide the University a written instrument signed by each of them allocating ownership among them other than in equal shares. In no event shall the share payable to the Inventor(s) in the aggregate by the University be less than 15% of gross royalties received by the University.

- 4.4. To the extent practicable and consistent with State and University budget policies, amounts allocated to the University pursuant to the above chart will be dedicated to support University scientific research, development, commercialization and education activities.
- 4.5. In the event that the Inventor(s) leaves the University, either voluntarily or involuntarily, and the Inventor(s) is entitled to receive compensation in accordance with this Policy, then the Inventor(s) shall continue to be entitled to receive payments during the remaining term of the applicable license agreement. In the event of death of an Inventor(s) who is entitled to receive compensation in accordance with this policy, then such payments will be paid to the Inventor's/Inventors' estate or as directed in accordance with a court approved action.

5. Sponsored Research

5.1. Government Sponsored Research:

Patents on any invention conceived or first actually reduced to practice in the performance of work under the Federal funding agreement arising from research supported by the United States Government ("Subject Invention") may be controlled by the terms of the grants and contracts specified by the government agency pursuant to Federal law. Consistent with Federal law, the University may, within a reasonable time after disclosure to the U.S. government, elect to retain title to any Subject Invention. Also, the Federal government may receive title to any Subject Invention in which the University does not elect to retain rights or fails to elect rights within a reasonable time. In the event that the University elects to retain title to Subject Inventions then it shall provide the Federal government with a non-exclusive, non-transferable, irrevocable, paid-up license. In the event that the Federal Government retains title to Subject Inventions then the University shall be free to use such invention(s) so covered for its own scientific and educational purposes without payment of royalty or other charge, consistent with Federal Law. Except as provided by Federal law, the terms of government-supported grants or contracts, or when patent rights are waived by the government, patents arising from government sponsored research are controlled by this policy.

5.2. University Research Sponsored by Non-Governmental Entities:

The University must ensure that its facilities and the results of the work of University Personnel are applied in a manner which best serves the interests of the public. Likewise, the legitimate interests of a private sponsor who provides financial or other support to research carried out by the University must be considered. The University should normally reserve the right to ownership of patents on inventions arising out of research supported in whole or in part under grants or contracts with nongovernmental organizations or firms. Contracts or agreements which are entered into between the University and such organizations or agencies should contain clauses setting forth such a reservation unless deviations therefrom are requested by the sponsor and approved by the University consistent with the public interest. In the interest of fair treatment to the sponsor in consideration for the sponsor's investment and in the interest of discharging the University's obligation to the public in the application of the time and talent of University Personnel and University facilities, special

provisions may be negotiated by the University in such non-government sponsored contracts, upon request, provided:

- 5.2.1. That the University retains the right to use the invention for its own research, educational, and service purposes without payments of royalty fees;
- 5.2.2. That the University requires the sponsor to use due diligence in the commercial use of the invention; and
- 5.2.3. That the University retains the right to freely publish the results of its research after a reasonable period necessary to protect the rights of the parties and to allow for the filing of a patent application (Section 6 herein).

6. Duty to Disclose and Public Use and Publication Restrictions

6.1. Duty to Disclose:

All individuals whose discoveries and inventions are covered by this Policy (including University-Owned Inventions and Inventor-Owned Inventions) have a duty to disclose their discoveries and inventions promptly to the Office of Technology Transfer. The duty to disclose arises as soon as the individual has reason to believe, based upon his or her own knowledge or upon information supplied by others, that the discovery or invention may be patentable. Certainty about patentability is not required before a disclosure is to be made. Failure to timely disclose an Invention may prevent the Invention from being patented, may subject the University to noncompliance with federal laws and/or contractual obligations, and may result in other University sanctions.

6.2. Duty to Notify Prior to Public Disclosure:

- 6.2.1. The results of faculty and student research should be published in scholarly form. Though this Patent Policy does not limit the right to publish, except for short periods of time necessary to protect patent rights, publication, public use, or sale of an invention or otherwise making an invention available to the public may constitute a statutory bar to the granting of a United States patent for the invention unless a patent application is filed within one year of the date of a disclosure. Publication or public use also will generally be an immediate bar to patentability in most foreign countries.
- 6.2.2. It is the duty of the Inventor(s) to report or, if the Inventor(s) is not available to make such report, the duty of his/her supervisor to report to the Office of Technology Transfer any inventions subject to this policy prior to any publication, submission of manuscript for publication, sale, public use, or plans for sale or public use of an Invention (hereinafter a "Public Disclosure Event"). This duty to report applies immediately upon the Inventor(s) or his/her supervisor becoming aware of any such Public Disclosure Event, and shall remain an affirmative duty until a patent application or a provisional patent application is filed, or until the one-year anniversary of the first Public Disclosure Event, whichever event occurs first. If an Invention is disclosed to any person who is not employed by the University or working in cooperation with the University upon that Invention, a record shall be kept of the date and extent of the disclosure, the name and address of the person to whom the disclosure was made, and the purpose of the disclosure.

6.3. Publication Restrictions:

If a sponsor proposes to support a research effort that will involve a limited exclusive use license of resulting patents, the agreement with respect to publication shall include the following:

- 6.3.1. The sponsor must agree that the results of the research may be published if desired by the investigators or research workers;
- 6.3.2. To ensure that patent applications are not jeopardized, the University, investigators, and research workers may agree that any proposed publication will be submitted to the sponsor with a notice of intent to submit for publication. If within a period of no more than 90 days from the date of such notice the sponsor fails to request a delay, the investigators, research workers and University shall be free to proceed immediately with the publication. However, if the sponsor notifies the University that a delay is desired, the submission of the manuscript to the publisher shall be withheld for the period requested, but in no event shall the total period of delay be longer than one year from the date of the notice of intent to submit for publication mentioned above. Such a period will permit the sponsor to have the necessary patent applications prepared and filed but will not unduly restrict the dissemination of scientific knowledge.

7. Avoidance of Conflicts

- 7.1. Conflicts involving patentable inventions and discoveries may arise when University personnel or students enter into personal consulting agreements with outside firms and organizations. The agreements that outside firms and organizations wish to have executed by those who are to serve as their consultants frequently contain provisions as to the licensing or assignment of the consultant's inventions and patents. Unless such provisions are narrowly worded, they usually will apply to areas in which the individual's University work lies and thus come into conflict with the obligations owed by the individual to the University under these policies, either with respect to the rights of the University itself in an invention or with respect to the rights of a sponsor of research in the same field or subject matter.
- 7.2. Prior to signing any consulting agreement including, but not limited to, agreements involving patent rights and trade secrets, where any University time, facilities, materials or other resources are involved, University Personnel must bring the proposed agreement to the attention of the Office of Technology Transfer and either obtain a waiver of University rights or otherwise ensure the consulting agreement conforms with this and all other University policies. Consulting agreements may not in any way limit the right of any University Personnel to engage in teaching, research, or service at the University.
- 7.3. The foregoing requirements are in addition to, and do not eliminate the necessity for compliance with the ECU Policy on Conflicts of Interest and Commitment, the ECU Policy Statement on External Professional Activities of Faculty, and the ECU Policy on Secondary Employment for SPA and CSS employees.

8. Administration

- 8.1. Patent Committee:

The Patent Committee, appointed by the Chancellor and consisting of no less than three members, one of whom shall be designated by the Chancellor to serve as Chair, is charged with reviewing and recommending to the Chancellor or his delegate the procedures for the implementation of this policy; resolving questions of invention ownership that may arise between the institution and its faculty, staff, students, or volunteers, or among individuals; recommending to the Chancellor the expenditure of the patent royalty fund; and making such recommendations as are deemed appropriate to encourage disclosure and assure prompt and expeditious handling, evaluation, and prosecution of patent opportunities; and to protect the interests of both the University and the public. The University Committee on Intellectual Property/Patents serves as the Patent Committee for the University. The Director of the Office of Technology Transfer shall serve as an ex-officio voting member of the Committee. The Office of Technology Transfer shall administer and provide support for the Committee.

8.2. Patent and License Management:

The Office of Technology Transfer is charged with administering the University's patent management and licensing program, including, but not limited to filing, prosecution, and maintenance of the University's patent portfolio and maintenance of the University's license portfolio.

8.3. Implementation:

The Office of Technology Transfer is responsible for implementing this policy. Such implementation shall address various matters covered by this policy, including developing policies and procedures designed to supplement and interpret the ownership aspects of this policy, providing advice regarding ownership of specific works, releasing institutional rights, and accepting an assignment of rights to the Institution from an author or creator of a work.

8.4. Release of University Invention to Inventor(s):

In the event that the University chooses not to pursue patenting and/or commercialization of a University invention, the Inventor(s) may request release of the invention to them under the terms of the University Invention Release Agreement.

8.5. Dispute Resolution

8.5.1. Jurisdiction:

Review of all matters related to patents shall fall under the exclusive jurisdiction of the Patent Committee. Any individual subject to this policy may seek resolution of questions of invention ownership that have arisen between the University and its faculty, staff, students, volunteers, or among individuals by filing a written request with the Chair of the Patent Committee. The Chair shall appoint a 5-member Dispute Resolution Panel ("the Panel") to address the dispute with at least 3 panel members being selected from the membership of the Patent Committee. In the event that the dispute involves the Chair of the Patent Committee, the Vice Chancellor for Research and Graduate Studies shall appoint the Panel. The Panel shall elect a chair from its membership. The University shall provide appropriate

support to the Panel including, but not limited to, patent counsel or other patent expertise.

8.5.2. Conduct of the Hearing:

In its sole discretion, the Panel may elect to conduct a hearing or may make a recommendation based upon the written record, provided that all parties to the dispute are given an opportunity to present evidence and arguments in support of their respective positions. The hearing shall be conducted in accordance with procedures adopted by the Chair of the Panel. A party may be accompanied at the hearing by a non-participating advisor.

8.5.3. Disposition:

The Panel shall report its written findings, conclusions and recommendations for disposition of the matter to the Vice Chancellor for Research and Graduate Studies. Copies of such findings, conclusions and recommendations shall be provided to all parties, subject to confidentiality of third party interests, if any. Upon receipt of such findings, conclusions and recommendations, the Vice Chancellor for Research and Graduate Studies will conduct any further investigation deemed necessary and will issue the final University written decision.

9. Works Subject to Protection by Both Copyright & Patent Laws

- 9.1. In cases where an invention or creation is subject to protection under both patent law and copyright law, if the University elects to retain title to its patent rights, then the Inventor(s) shall assign such patent and copyright rights to the University.

10. Policy Exceptions

- 10.1. Exceptions to this Policy may be approved by the Vice Chancellor for Research and Graduate Studies if deemed to be in the University's best interest and consistent with the UNC policies and federal and state law.