

(6) The division, between the University and the employee, of proceeds generated by the licensing or assignment of an Invention shall be negotiated and reflected in a written contract between the University and the employee and/or as set forth in the University's policy on copyrights and patents, including the applicable UCFRF Guidelines. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors. Faculty members who have a significant role or equity position in companies that license university intellectual property waive their University distribution.

(7) The employee shall not commit any act that would tend to defeat the University's interest in the matter, and the University shall take any necessary steps to protect such interest.

(f) Release of Rights.

(1) In the event a sponsored research contractor has been offered the option to apply for the patent to an Invention or other rights in an Invention, the University will obtain the contractor's decision regarding the exercise of such rights within 120 days, or within the time provided in the sponsored research agreement.

(2) Prior to making a patent application, at any stage of the patent process, or in the commercial application of an Invention, if the University has not otherwise assigned to a third party the right to pursue its interests, the president or president's representative may elect to waive the University's rights to the patent, or withdraw from further involvement in the protection or commercial application of the Invention. At the request of the employee in such case, the University shall transfer the Invention rights to the employee. The Invention shall be the employee's property and any costs already incurred by the University or on its behalf shall not be assessed against the employee.

(3) All assignments or releases of Inventions, including patent rights, by the president or president's representative to the employee shall contain the provision that such Invention, if patented by the employee, shall be available royalty-free for governmental purposes of the State of Florida and research or instructional purposes of the University, unless otherwise agreed in writing by the University.

(g) University Policy.

(1) The University shall have a policy addressing the division of proceeds between the employee and the University.

(2) Such policy may be the subject of consultation meetings pursuant to Article 2.

## **Article 19 (TA 10/5/2012, no changes from white (handshake) book)**

### **ARTICLE 19**

#### ***CONFLICT OF INTEREST OR COMMITMENT/OUTSIDE ACTIVITY***

##### **19.1 Policy.**

(a) The University and UFF recognize that outside employment, consulting, and similar activities may further the dissemination and use of employee knowledge and expertise and also advance the professional competence and reputation of employees. Employees may participate in outside activities and hold financial interests in accordance with the provisions of this Article.

(b) An employee is bound to observe, in all official acts, the highest standards of ethics consistent with the Code of Ethics of the State of Florida (Chapter 112, Part III, Florida Statutes), the advisory opinions rendered with respect thereto, Board of Governors rules, and University regulations.

(c) Nothing in this Article is intended to discourage an employee from engaging in outside activity in order to increase the employee's professional reputation, service to the community, or income, subject to the conditions stated herein.

## **19.2 Definitions.**

(a) "Outside Activity" shall mean any private practice, private consulting, additional teaching or research, or other activity, whether compensated or uncompensated, which is not part of the employee's assigned duties and for which the University provides no compensation.

(b) "Conflict of Interest" shall mean:

(1) any conflict between the private interests of the employee and the public interests of the University, the Board of Governors, or the State of Florida, including conflicts of interest specified under Florida Statutes; or

(2) any activity which interferes with the full performance of the employee's professional or institutional responsibilities or obligations.

(c) "Conflict of Commitment" shall mean:

(1) outside activities that involve frequent or prolonged absences from the University on non-University business; or

(2) outside activities that engage a substantial portion of the time an employee is expected to spend on assigned duties or University-related activities.

**19.3 Conflicts of Interest/Commitment Prohibited.** Conflicts of interest and commitment, including those arising from University or outside activities, are prohibited. Employees are responsible for resolving such conflicts of interest or commitment, working in conjunction with their supervisors and other University officials.

## **19.4 Report of Outside Activity/Financial Interest.**

(a) An employee who proposes to engage in outside activity, including but not limited to one that the employee should reasonably conclude may create a conflict of interest or commitment or proposes to hold a financial interest that may create a conflict of interest, shall report on a form provided by the University to the employee's supervisor the details of such proposed activity or financial interest prior to engaging therein. Employment at other institutions of higher learning can create a conflict of interest or commitment. If the employee participates in more than one outside activity or holds more than one financial interest, separate forms for the various activities and interests should be completed.

(b) The report as described in paragraph 19.4(a) shall include as applicable the following information:

(1) name of the employing or contracting entity, or name of the entity in which the financial interest is held, and nature of its business;

(2) involvement of students and other employees in the activity, employing entity, or entity in which the financial interest is held, if that involvement is known to the employee making the disclosure;

(3) nature of the activity or financial interest (e.g., description of equity interest or intellectual property), including time spent if an activity is involved (e.g., instructional hours, estimated hours per week of travel time);

(4) source and type of compensation, and in the case of legal representation or service as an expert witness, all parties to the matter must be identified; and

(5) any conditions of the activity that involve waiving or impairing the employee's or the University's right to intellectual property.

(c) A new report shall be submitted annually or when an outside activity begins, substantially changes (e.g., expansion of outside activity, new source of funding) or has not been previously reported.

(d) The reporting provisions of this Section shall not apply to activities performed wholly during a period in which the employee has no appointment with the University. However, the employee should still be aware of the conflict of interest considerations that may arise from such activities.

#### **19.5 Expedited Grievance Procedure.**

(a) In the event the proposed outside activity is determined to constitute a conflict of interest or commitment, and the employee disagrees with that determination, the employee may file a grievance under the expedited grievance procedure contained in Article 20.

(b) The employee may engage in such outside activity pending a resolution of the matter pursuant to Section 19.5(a) but does so at the risk of violating statutes or regulations.

(c) If the resolution of the matter is that there is a conflict of interest or commitment, the employee shall cease such activity immediately and may be required to turn over to the University all or part of compensation earned therefrom.

**19.6 Use of University Resources.** An employee engaging in any outside activity shall not use the facilities, equipment, or services of the University in connection with such outside activity without prior approval of the president or president's representative. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

**19.7 No University Affiliation.** An employee engaging in outside activity shall take reasonable precautions to ensure that the outside employer or other recipient of services understands that the employee is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the University.

## **Article 20 (TA 3/14/2013)**

### **ARTICLE 20**

#### ***GRIEVANCE PROCEDURE AND ARBITRATION***

**20.1 Policy/Informal Resolution.** The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between administrators and employees so that resort to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method for resolving the grievances of employees as defined herein.

**20.2 Resort to Other Procedures.** It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. Except as