



**P10.07.030. Security Clearances.**

The safeguarding of and access to classified information shall be consistent with federal law. Each MAU shall designate a Facility Security Officer (“FSO”). The FSO at each MAU shall develop and revise written procedures specific to that MAU to reasonably exclude the possibility of loss or compromise of classified information.

(06-06-14)

**P10.07.040. Interaction Between University and Private Sector Research Interests.**

The university and state and federal agencies may exercise their right to contract with each other for research and services that they are able to perform, whether or not the research or services could be performed by the private sector. The university will support joint research and service efforts involving MAUs and the private sector when such efforts are of mutual benefit. Application for and implementation of grants and contracts which have the potential for competition for grants with the private sector will be made in accordance with regents’ policy, university regulation and MAU rules and procedures on competition with the private sector.

(04-19-96)

**P10.07.050. Inventions, Patents, Copyrights, Trademarks and Other Intellectual Properties.**

- B. Appropriate disciplinary actions, including dismissal for cause, will be taken against any person who commits misconduct in research, scholarly work, or creative activity. An academic degree will be denied to someone who commits misconduct in scholarly work or creative activity if the misconduct contributed to that degree. When warranted, an earned degree will be revoked when misconduct is established after the award of the degree.
  
- C. The president will promulgate university regulation to provide an exclusive review process for investigating allegations of misconduct in research, scholarly work, or creative activities and for taking appropriate personnel action.

(06-06-14)

**P10.07.070. Human Subjects in Research.**

The university will respect and protect the health, safety, and rights of individuals participating in research projects. Actions of the university will conform to applicable laws and regulations

**UNIVERSITY REGULATION**  
**PART X ACADEMIC POLICY**  
**Chapter 10.07 - Research, Scholarship and Creative Activity**

**R10.07.020. Sponsored Projects Submittal and Acceptance.**

- A. In accordance with Regents' Policy 10.07.020, the University of Alaska will collaborate with external sponsors of classified or proprietary research when the relevant university chancellor or designee determines in writing that such collaboration is beneficial to national, state, or local, as well as university interests, and that such research can be conducted while protecting the basic tenets of universities. This determination shall be made in accordance with the procedures set forth in this regulation.
  
- B. Classified or proprietary research is subject to regents' policy, university regulation, laws, regulations, and each university's rules and procedures applicable to research, provided, however, that the determination required by part A of this regulation, and any approvals related to the status of research as classified or proprietary, shall be subject solely to the process established by this regulation, and provided further that classified or proprietary research shall not by virtue of this regulation be subject to any policy, regulation or procedure that would require or result in unauthorized disclosure of classified or proprietary information.
  
- C. The chancellor for each university must approve all classified and proprietary research at the respective university and may establish an appropriate process for approval of classified and proprietary research.
  
- D. Definitions
  - 1. Classified Research – r

### **R10.07.035. Export Control Licensing.**

Determination of applicability of export control licensing requirements and deemed export of technology for foreign nationals will be made by the hiring unit or the unit hosting a foreign visitor(s) prior to a foreign national engaging in or being given access to research, as required by the U.S. Department of State International Traffic in Arms Regulations (ITAR) and U.S. Department of Commerce Export Administration Regulations (EAR).

(08-19-14)

### **R10.07.050. Inventions, Patents, Copyrights, Trademarks and Other Intellectual Properties**

#### **A. Introduction**

This regulation is adopted to encourage and support innovation and creativity by employees and students that will result in intellectual property for the benefit of the state and the nation.

#### **B. Administration**

1. All matters relating to inventions, patents, copyrights, trademarks and other intellectual properties in which the University of Alaska is in any way concerned will be administered by the president or such other person at each university as the president may designate. Through this regulation, the university president designates the chancellor at each university to administer matters relating to inventions, patents, copyrights, trademarks and other intellectual properties arising out of that university unless such designation is revoked by the president in writing.
2. The chancellor of each university may appoint a manager of intellectual property and licensing to execute activities pertaining to all university intellectual property. The designee is empowered, with the approval of the chancellor, to:
  - a. Waive university rights to an invention or other intellectual properties;
  - b. In consultation with the general counsel, work with an attorney or patent agent and submit patent, copyright, trademark and license applications on behalf of the university and/or the author(s) or inventor(s);
  - c. Obtain copyrights, trademarks and patents on behalf of the university and/or the author(s) or inventor(s);
  - d. Grant licenses on behalf of the university;
  - e. Promote university intellectual property to Alaska firms to provide opportunities for Alaskan economic development;



Exemptions from such assignments may be authorized in those circumstances where the mission of the university is better served by such action, provided that the overriding obligations to other parties are met and such exemptions are not inconsistent with other regents' policy or university regulation.

4. University personnel and all those using university services, facilities, equipment, material, or other resources in the development of intellectual property will immediately and properly disclose the conception and/or reduction to practice of potentially patentable inventions. Such disclosure will be made to the chancellor or chancellor's designee. All persons required to make disclosures will execute such declarations, assignments or other documents provided by the university as may be necessary in the course of invention evaluation, patent prosecution, or protection of patent rights and as required to effectuate the assignment of title to the university pursuant to R10.07.050.B.3.
  
5. Subject to restrictions arising from overriding obligations of the university pursuant to grants, contracts or other agreements with outside organizations, the university agrees, for and in consideration of the assignment of patent rights, to pay annually to the named inventor(s), the inventor(s)' heirs, successors or assigns, a royalty share of the net proceeds received by the university for each patent or other intellectual property right assigned to the university, as shown below.

Total Net Royalty Per Invention (\$)	Inventor's Share (%)	University Share (%)
First \$10,000	100%	0%
> \$10,000	50%	50%

Where there are two or more inventors, the presumption is that each inventor will share equally in the net proceeds, unless all inventors previously have agreed in writing to a differing distribution of such share.

University proceeds from university inventions will be used for the support of university research and scholarly activities; however, exceptions may be granted by the chancellor or chancellor's designee.

### C. Copyrights

1. University of Alaska students, faculty, and staff will abide by federal copyright law and will refrain from using copyright-protected materials in university-related activities unless prior appropriate permission or licensing has been obtained or unless such use is deemed permissible under the relevant exemptions outlined in the fair use provisions of the Copyright Act or the TEACH (Technology, Education, and Copyright Harmonization) Act.

Because the legal use of copyright-protected materials for instructional purposes now involves institutional responsibility and oversight, the University of Alaska also commits: (1) to educate UA students, staff, and faculty on current copyright law, focusing on the guidelines and responsibilities of fair use and the TEACH Act; (2) to adopt and support instructional technologies that give faculty members the logistical means to comply with the specific material requirements of the TEACH Act; (3) to refrain from condoning or participating in the unlawful digitization, storage, copying, or dissemination of copyright-protected materials; and (4) to coordinate and mobilize university libraries, intellectual technology departments, distance education offices, and faculty instructors in the task of implementing the institutional practices and policies called for by the TEACH Act.

2. The chancellor or chancellor's designee will be responsible for the administration of the university copyright regulation and for securing copyrights in the name of





Disclosure - a detailed, complete and accurate description of materials of an item of intellectual property.

Intellectual Property - inventions, copyrights and copyrightable material, patents, trademarks and trade secrets.

Inventions - all inventions, discoveries, processes, methods, uses, products or combinations, or other intellectual properties, whether or not patented or patentable at any time under the U.S. Patent Act and the Patent Cooperation Treaty as now existing or hereafter amended or supplemented.

Net Proceeds - the gross receipts derived from trademarks, materials, inventions, discoveries and/or intellectual properties, including but not limited to, rents, royalties, dividends, earnings, gains and sale proceeds, less all costs, expenses and losses paid or incurred by the university in connection therewith, including, but not limited to, all direct costs and expenses, indirect costs and expenses as allocated and determined by the university.



The vice president for academic affairs and research and general counsel must concur in any determination by the designated university official that an inquiry is not warranted.

C. Inquiries

1. Upon a determination that an inquiry is warranted as set forth above, the designated university official shall initiate an inquiry by advising the researcher accused of misconduct of the allegation or evidence and by appointing not less than 3 or more than 5 persons to conduct the inquiry. The persons appointed to the inquiry panel shall be generally knowledgeable in the subject matter of the type of research under review and shall be able to render an impartial judgment concerning the allegation. Persons possessing a real or apparent conflict of interest shall not serve. On or before the date on which the research is initiated of the allegation or the inquiry begins, whichever is earlier, the designated university official shall take all reasonable and practical steps to obtain custody of all the research records and evidence needed to conduct the proceedings, inventory the records and evidence, and sequester them in a secure manner.

2. The inquiry panel shall advise those who in good faith report apparent misconduct and afford the affected individual(s) confidential treatment. The affected individual(s) shall be advised of all meetings



comments within the same time frame. The record of the investigation shall be maintained by the designated university official for not less than seven (7) years from its completion.

5. In the event that the investigation panel determines that a preponderance of the evidence does not support a conclusion that misconduct has occurred and therefore no misconduct is found, the matter shall be dismissed in writing by the designated university official. To the extent he or she can be identified, the person(s) who reported the allegation should be provided with the portions of the report that address his or her role and opinions in the investigation.

- 6.



### **R10.07.080. Agreements with External Academic and Research Entities.**

No unit or individual below the level of the president or chancellor may, without explicit approval of the president or chancellor, develop or sign any agreement with an external academic or research entity on behalf of the university or any of its units.

An “agreement with an external academic or research entity” as used in this regulation means:

1. any agreement that would permit or require any university resources or employee to be used by an external university, college, or other research entity to perform duties for the external academic or research entity;
2. any agreement that would permit or require any university employee to collaborate in any research or academic activity with another university, college, or other research entity;
3. any agreement that would permit or require any resources or employees of any external university, college, or research entity to be used by this university;
4. any agreement between this university and an external academic or research entity to cooperate in obtaining one or more grants or conducting research or academic activities in the future; or
5. any agreement involving academic or research activity that involves the payment of money by either this university or another academic or research entity to the other.

The chancellors for their universities and all units within them, and the president for units in statewide and for agreements at the university level, will determine the appropriate signatory authority for any agreement between any unit of the university and an external academic or research entity.

All agreements with external academic or research entities will be reviewed by the university Office of the General Counsel prior to approval.

The Offices of the President or Chancellor, as appropriate, will retain original copies of all external agreements signed by themselves or representatives of their units, for a minimum of three years past the active duration of the agreement.

(10-28-16)