

AGENDA FOR THE SPECIAL MEETING OF THE
UNIVERSITY OF ARKANSAS BOARD OF TRUSTEES
WINTHROP ROCKEFELLER INSTITUTE
8:45 A.M., AUGUST 21, 2019

University of Arkansas for Medical Sciences

1. Consideration of Request for Approval to Issue Bonds, UAMS (Action)

University of Arkansas Community College at Rich Mountain

2. Consideration of Request for Selection of a Firm to Provide Professional Architectural (On-Call) Services, UACCRM (Action)

All Campuses

3. Consideration of Request for Approval of Revision to Board Policy 100.7, *University Name and Trademarks* (Action)
4. Consideration of Request for Approval of Revisions to Board Policy 210.1, *Patent and Copyright Policy* (Action)
5. Consideration of Request for Approval to Delete Board Policy 240.1, *Development of Campus Parking and Traffic Fees and Regulations* (Action)
6. Consideration of Request for Approval of New Board Policy 1730.1, *Intercollegiate Athletics Integrity Policy* (Action)

Executive Session

August 15, 2019

TO MEMBERS OF THE BOARD OF TRUSTEES:

Chancellor Cam Patterson, University of Arkansas for Medical Sciences (UAMS), is seeking approval of a resolution to issue bonds in the amount not to exceed \$156 million payable over 30 years with an aggregate true interest cost not to exceed 5.5%. The bonds may be issued in one or more series to differentiate the tax treatment of interest on the bonds for federal income tax purposes or for other reasons deemed necessary or appropriate by the Board. The proceeds of the new bonds will be used to fund various capital projects including, the upgrade and retro-commission of BAS controls, the replacement and retrofit of interior and site lighting, the construction and equipping of a new generator plant, the renovation of and upgrade to the chilled water plant and the heating plant, the renovation and upgrades to building district energy systems, the replacement of air handling units, the realignment of and construction of improvements to Pine and Cedar Streets, in addition to other smaller projects.

PFM Financial Advisers LLC, serving as financial advisor to UAMS for this transaction, issued a Request for Responses to the four Board-qualified underwriting firms. Attached is a copy of their summary of the responses for this transaction, as well as the responses to the RFR from the underwriters.

The Underwriter Selection Committee makes the following recommendation to the Committee of the underwriters for this transaction (in order of preference):

- 1) Stephens/Crews —Co-Senior Managers
- 2) Raymond James—Co-Manager
- 3) J.P. Morgan—Co-Manager

UAMS administrators will be available at the meeting to answer any questions. Attached is the proposed resolution with the underwriter selection to be made by the Board. I recommend approval.

Sincerely,



Donald R. Bobbitt, President
Charles E. Scharlau Presidential Leadership Chair

Attachments

2404 North University Avenue / Little Rock, Arkansas 72207-3608 / 501-686-2505
University of Arkansas, Fayetteville / University of Arkansas at Little Rock / University of Arkansas at Pine Bluff
University of Arkansas for Medical Sciences / University of Arkansas at Monticello/ Division of Agriculture / Criminal Justice Institute
Arkansas Archeological Survey/ Phillips Community College of the University of Arkansas / University of Arkansas Community College at Hope-Texarkana
University of Arkansas Community College at Batesville / Cossatot Community College of the University of Arkansas
University of Arkansas Community College at Morrilton / University of Arkansas at Fort Smith
University of Arkansas – Pulaski Technical College / University of Arkansas Community College at Rich Mountain
Arkansas School for Mathematics, Sciences and the Arts / University of Arkansas Clinton School of Public Service / University of Arkansas System eVersity

**RESOLUTION
OF THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ARKANSAS**

AUTHORIZING THE ISSUANCE OF UP TO \$156,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS VARIOUS FACILITIES REVENUE BONDS (UAMS CAMPUS), FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COSTS OF IMPLEMENTING A COMPREHENSIVE INFRASTRUCTURE AND ENERGY CONSERVATION PROJECT THAT INCLUDES ACQUIRING, CONSTRUCTING, IMPROVING, RENOVATING, EQUIPPING AND/OR FURNISHING CAPITAL IMPROVEMENTS AND INFRASTRUCTURE FOR THE UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT, SERIES TRUST INDENTURE AND RELATED DOCUMENTS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the Board of Trustees (the “Board”) of the University of Arkansas (the “University”) is authorized under the Constitution and laws of the State of Arkansas (the “State”), including particularly Arkansas Code of 1987 Annotated, Title 6, Chapter 62, Subchapter 3 (the “Act”), to borrow money for the purpose of acquiring, constructing and equipping capital improvements to University facilities; and

WHEREAS, the Board has determined and hereby finds and declares that there is a need for a comprehensive infrastructure and energy conservation project involving certain facilities and equipment on or for the University of Arkansas for Medical Sciences campus (“UAMS”), including, but not limited to, the following: (a) the upgrade and retro-commission of BAS controls; (b) the replacement and retrofit of interior and site lighting; (c) the construction and equipping of a new generator plant as well as installation of campus-wide metering, upgrades to the essential power system and upgrades to existing electrical infrastructure; (d) the renovation of and upgrades to the MCEP chilled water plant and acquisition and installation of related equipment; (e) the renovation of and upgrades to the MCEP heating plant and the acquisition and installation of related equipment; (f) the renovation of and upgrades to building district energy systems, including connection of the system to the building leased to Bioventures, LLC, and the acquisition and installation of related equipment; (g) the replacement of air handling units and the acquisition and installation of related equipment; (h) the realignment of and construction of improvements to Pine and Cedar streets and adjacent site improvements including expansions to employee parking facilities; (i) the renovation of and upgrades to lab controls and the acquisition and installation of related equipment; and (j) the acquisition, construction, improvement, renovation, equipping and/or furnishing of other capital improvements and infrastructure and the acquisition of various equipment (the “Project”) all as more specifically detailed in the proposal for an Energy Performance Contract between the Board and Bernhard Energy LLC (the “EPC”); and

WHEREAS, the staff of the University and UAMS have recommended and the Board has determined and hereby finds and declares that the best method for accomplishing the financing of

all or a portion of the costs of the Project, will be through the issuance of its Board of Trustees of the University of Arkansas Various Facilities Revenue Bonds (UAMS Campus) (the “Bonds”) in one or more series, in a total aggregate principal amount not to exceed \$156,000,000, the proceeds of the sale thereof to be used for the Project, to pay the costs of issuing the Bonds, to fund a debt service reserve fund, if any, and to pay capitalized interest, if any; and

WHEREAS, the Bonds are to be secured pursuant to a Master Trust Indenture dated as of November 15, 2004 (the “Master Indenture”) between the Board and The Bank of New York Mellon Trust Company, N.A., as successor trustee to The Bank of New York Trust Company, N.A. (the “Trustee”); and

WHEREAS, the Bonds are to be issued on the terms and in the form set forth in a Series Trust Indenture for the Bonds (the “Series Indenture”) between the Board and the Trustee, which Series Indenture shall contain an indication of the year in which the Bonds are issued, and shall contain a letter designation per Series Indenture which shall be in sequential order after taking into account other bonds previously issued under the Master Indenture in such year; and

WHEREAS, the Board intends that prior to the issuance of the Bonds certain costs relating to the Project will be incurred and paid from certain funds and accounts established and administered by UAMS or the University; and

WHEREAS, the Board wishes to express its current intent to reimburse certain funds and accounts for all expenditures related to the Project from the proceeds of the Bonds and desires that, with respect to the Bonds, such reimbursement comply with Treasury Regulation Section 1.150-2 (the “Regulation”) so that proceeds of the Bonds will be deemed spent when such reimbursement is made; and

WHEREAS, prior to the issuance of the Bonds, UAMS will obtain, pursuant to Arkansas Code of 1987 Annotated Section 6-62-306, a resolution of the Arkansas Higher Education Coordinating Board giving its advice that the Project is economically feasible; and

WHEREAS, the Bonds will be general obligations of the Board, and payment of debt service on the Bonds will be specifically secured by revenues attributable to in-patient services and other ancillary, therapeutic and diagnostic services provided within the walls of the Hospital (as defined in the Master Indenture) subject to specific exclusions as hereinafter identified (the “Pledged Revenues”); and

WHEREAS, in order to proceed with the financing, it is necessary for the Board (i) to authorize the issuance and marketing of the Bonds; (ii) to designate Bond Counsel for the Bonds (as hereinafter identified) and Underwriter for the Bonds (as hereinafter identified); (iii) to affirm the authority of the President to negotiate the terms of and, upon successful negotiation, the execution of the EPC, all subject to the approval of the General Counsel as to form and content of the contract, (iv) to authorize the President of the University to deem final the Preliminary Official Statement for the Bonds and to authorize its use; (v) to authorize the pricing of the Bonds and the execution of a Bond Purchase Agreement for the Bonds with the Underwriter in connection therewith; and (vi) to authorize the execution of the Series Indenture for the Bonds and related documents, all relating to the security and issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS:

Section 1. In order to finance all or a portion of the costs of the Project, to pay the costs of issuing the Bonds, including the payment of fees to Bond Counsel, the Underwriters, the financial advisor and other professionals engaged by or on behalf of the Board to accomplish the issuance of the Bonds and the Project, to fund capitalized interest, if necessary or desirable, and to fund a debt service reserve fund, if necessary or desirable, the Board hereby approves, authorizes and directs the issuance, execution and delivery of the Bonds in an aggregate principal amount not to exceed \$156,000,000. The Bonds shall mature not later than July 1, 2049 and have a true interest cost (after taking into account original issue discount and premium and Underwriter's discount, but excluding costs of issuing the Bonds) not greater than 5.50%. The Bonds may be issued in one or more series if necessary to differentiate the tax treatment of interest on the Bonds for federal income tax purposes or if preferred for other reasons deemed necessary or appropriate, as determined by the President of the University.

The series descriptions in the name of each series of Bonds shall indicate the year in which such series of Bonds is issued and shall contain a letter designation per series of Bonds which shall be in sequential order after taking into account other bonds previously issued under the Master Indenture in such year.

The Bonds shall be general obligations only of the Board and shall be secured by a pledge of all of the revenues attributable to in-patient services and other ancillary, therapeutic and diagnostic services provided within the walls of the Hospital, as defined in the Master Indenture, excluding (a) physician-generated revenues, (b) all State appropriations, and (c) those revenues classified as "Restricted Revenues" pursuant to accounting standards used in performing the annual audit of UAMS (the "Pledged Revenues"); provided, however, that such Pledged Revenues are subject to previous pledges to Existing Obligations as described in the Master Indenture and shall not include any fees authorized or imposed by UAMS and dedicated to a specific purpose unrelated to obligations issued pursuant to the Act or to facilities funded with such obligations.

Section 2. In order to provide for the issuance of the Bonds and to prescribe the terms under which the Bonds will be secured, executed, authenticated, accepted and delivered, each of the Chairman, Secretary and Assistant Secretary of the Board or the President of the University, as appropriate, are hereby authorized and directed to execute all documents necessary to the issuance of the Bonds and the Project, including, without limitation:

(a) the EPC, to be dated as of a date mutually agreeably to the parties thereto, and upon such terms and conditions as are approved by the President and the General Counsel;

(b) the Series Indenture, to be dated as of the date of the Bonds issued thereunder and to contain in its title the year in which the Bonds are issued, between the Board and the Trustee, setting forth the terms and conditions of the Bonds and providing for the issuance of the Bonds;

(c) a Bond Purchase Agreement between the Board and the Underwriters, setting forth the purchase price and the other terms and conditions upon which the Bonds will be sold to the Underwriters; and

(d) a Continuing Disclosure Agreement, between the Board and the Trustee, as dissemination agent, setting forth certain obligations of the Board to make continuing disclosure of financial information and material events to the secondary municipal marketplace, as set forth in Rule 15c2-12 of the Securities and Exchange Commission.

The Series Indenture, the Bond Purchase Agreement and the Continuing Disclosure Agreement for the Bonds are hereby authorized and shall be in substantially the form heretofore distributed to representatives of the University and UAMS and made available to the Board, but with such changes therein as shall be approved by the Chairman or the President. The Board recognizes that certain revisions may be made to the EPC, the Series Indenture, the Bond Purchase Agreement and the Continuing Disclosure Agreement prior to the issuance of the Bonds, and hereby authorizes the Chairman or the President to approve and accept such revisions, the signature of either on any of such documents to constitute proof of acceptance of such revisions. Specifically, the President or the Chairman is hereby authorized to (i) accept a final maturity schedule, the interest rates and the reoffering yields for the Bonds if he deems such rates, yields and maturity schedule to be appropriate and within the authority granted by this Resolution and execute the final Bond Purchase Agreement and (ii) execute the Continuing Disclosure Agreement. Prior to the sale of the Bonds, the President is hereby authorized to confer with Bond Counsel (as hereafter defined) in allocating the principal amount of such Bonds between tax-exempt bonds and taxable bonds if advantageous for planning purposes or necessitated for federal income tax purposes.

The President is hereby authorized to negotiate an Underwriters' discount with the Underwriters that is not in excess of 0.25% of the par amount of the Bonds. The purchase price may include original issue premiums and discounts in such amounts as may be approved by the President.

Section 3. The Board hereby authorizes the use of a Preliminary Official Statement in the marketing of the Bonds and authorizes the production of an Official Statement. The Preliminary Official Statement is hereby approved in substantially the form heretofore distributed to representatives of the University and UAMS and made available to the Board. The Board recognizes that certain revisions may be made to the Preliminary Official Statement prior to its delivery to prospective purchasers, and hereby authorizes the Chairman or the President to approve and accept such revisions, the signature of either on such Preliminary Official Statement to constitute proof of acceptance of such revisions. The Board hereby authorizes the President to "deem final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission the Preliminary Official Statement with such revisions as may be accepted by the President. The Board hereby further authorizes and approves the production of a final Official Statement and authorizes and directs the President to execute and deliver the Official Statement, in such form as he deems acceptable, in connection with the issuance of the Bonds.

Section 4. The Chairman, Secretary and Assistant Secretary of the Board, the President of the University, and Vice Chancellor for Finance and Chief Financial Officer for UAMS, acting

individually or collectively, as may be appropriate, are hereby authorized and, upon satisfaction of all contingent matters, including receipt of the advice of General Counsel, directed to do any and all lawful things to effect (i) the execution and delivery of the Bonds, the EPC, the Series Indenture, the Bond Purchase Agreement and the Continuing Disclosure Agreement, (ii) the performance of all obligations of the Board and of UAMS, and (iii) the execution and delivery of all papers, documents, certificates and other instruments of whatever nature that may be necessary or desirable for carrying out the authority conferred by this Resolution or evidencing the authority and its exercise. The Secretary or Assistant Secretary of the Board is hereby authorized to acknowledge and attest the signatures of the Chairman and to execute such other documents as may be required in connection with the issuance of the Bonds.

Section 5. The Board hereby expresses its intent to retain Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., Little Rock, Arkansas, as Bond Counsel for the Bonds (“Bond Counsel”), and _____, as Underwriter(s) for the Bonds (the “Underwriters”). The President of the University and the Vice President for Finance and Chief Financial Officer of the University, in consultation with the Chancellor of UAMS and the Vice Chancellor for Finance and Chief Financial Officer for UAMS, are authorized to negotiate the terms and conditions of an agreement with Bond Counsel, including a reasonable fee arrangement, and to execute such agreement as they determine is necessary and in the best interest of the University. If such negotiations are unsuccessful, the President of the University and the Chief Financial Officer of the University, in consultation with the Chancellor of UAMS and the Vice Chancellor for Finance and Chief Financial Officer for UAMS, are hereby authorized to negotiate with another bond counsel. Upon the conclusion of successful negotiations, Bond Counsel will begin documenting the issuance of the Bonds upon such schedule and in such manner as the President of the University shall direct.

Section 6. The Chairman of the Board, the President of the University, and the Vice Chancellor for Finance and Chief Financial Officer for UAMS are each authorized and directed to take all actions and do all things necessary to perform the obligations of the Board under the Bonds, the EPC, the Trust Indenture, the Bond Purchase Agreement, and the Continuing Disclosure Agreement. The Vice Chancellor for Finance and Chief Financial Officer for UAMS is specifically authorized and directed to make or cause to be made all payment on the Bonds as required by the Master Indenture and the Series Indenture. It is acknowledged and approved that the obligations of the Chairman of the Board, the President of the University and the Vice Chancellor for Finance and Chief Financial Officer for UAMS under the Bonds, the Master Indenture, the Series Indenture, and the Continuing Disclosure Agreement may be enforced by mandamus as a remedy under applicable Arkansas statutes. For purposes of this Section, the term “Vice Chancellor for Finance and Chief Financial Officer for UAMS” shall include any officer who succeeds to the functions and duties normally performed by the Vice Chancellor for Finance and Chief Financial Officer for UAMS.

Section 7. Costs incurred in accomplishing the Project prior to the issuance of the Bonds will be paid from certain funds and accounts established and administered by UAMS or the University. The Board intends to use certain proceeds from the issuance of the Bonds to reimburse such accounts. This Resolution shall constitute an “official intent” for purposes of the Regulation.

Section 8. The President of the University and other appropriate officials are hereby authorized to present such information as they deem appropriate to the Arkansas Higher Education Coordinating Board for its advice with respect to the economic feasibility of the Project.

Section 9. The provisions of this Resolution are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Resolution.

Section 10. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

August 15, 2019

TO MEMBERS OF THE BOARD OF TRUSTEES:

Dear Trustees:

Chancellor Phillip Wilson, University of Arkansas Community College at Rich Mountain, has requested your approval of the selection of an architectural firm to assist with on-call projects on the UACCRM campus.

Ten firms responded to the published request for qualifications, and interviews were conducted with five of these firms. Board of Trustees selection guidelines concerning advertisement, notification, and interviews were followed in accordance with Board Policy 740.1. The list below indicates the committee's ranking for this project based on qualifications and similar project experience. Chancellor Wilson and the selection committee would like to offer the following architects for Board consideration in ranked order of preference:

1. **AMR Architects Inc.**
2. Polk Stanley Wilcox Architects
3. Taylor Kempkes

I concur with Dr. Wilson's recommendation. A proposed resolution is set forth below for your consideration.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT the University of Arkansas Community College at Rich Mountain, is authorized to select _____ to provide on-call architectural design services for the University of Arkansas Community College at Rich Mountain.

Sincerely,



Donald R. Bobbitt
President
Charles E. Scharlau Presidential Leadership Chair

Attachment

2404 North University Avenue / Little Rock, Arkansas 72207-3608 / 501-686-2505

University of Arkansas, Fayetteville / University of Arkansas at Little Rock / University of Arkansas at Pine Bluff
University of Arkansas for Medical Sciences / University of Arkansas at Monticello / Division of Agriculture / Criminal Justice Institute
Arkansas Archeological Survey / Phillips Community College of the University of Arkansas / University of Arkansas Community College at Hope
University of Arkansas Community College at Batesville / Cossatot Community College of the University of Arkansas
University of Arkansas Community College at Morrilton / University of Arkansas at Fort Smith
University of Arkansas – Pulaski Technical College / University of Arkansas Community College at Rich Mountain
Arkansas School for Mathematics, Sciences and the Arts / University of Arkansas Clinton School of Public Service / University of Arkansas System eVersity

The University of Arkansas is an equal opportunity/affirmative action institution.

Design Services Selection

As ranked by committee

PROJECT	On-Call Architect	INTERVIEW DATE	August 5-6, 2019
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RANKING OF APPLICANTS

Selection Committee Member	A	B	C	D	E							Total
Polk Stanley Wilcox Architects	2	1	2	5								5
Taylor Kempkes	3	5	3	4								11
AMR	1	2	1	1								4
Allison & Partners	4	4	5	3								13
Clements & Associates Architecture, Inc.	5	3	4	2								12

Design Teams are ranked from 1 to 5, with 1 being the highest.

FINAL RANKING

Preferred / Recommended to Board of Trustees in the order shown

1	AMR
2	Polk Stanley Wilcox Architects
3	Taylor Kempkes

Eligible / Considered to be qualified, but less suited to the requirements of this job

4.	Clements & Associates
5.	Allison & Partners

SELECTION COMMITTEE

By title

Vice Chancellor of Administration- Morris Boydston	
Director of Marketing and Public Relations- LeAnn Dilbeck	
Director of Educational Talent Search- Jeff Neufield	

August 15, 2019

TO MEMBERS OF THE BOARD OF TRUSTEES:

Dear Trustees:

Consistent with our efforts to update policies and procedures that are outdated or in need of amendment due to external changes to laws and regulations, enclosed is a proposed revision to Board Policy 100.7, *Use of University Name and Trademarks*. The draft includes one edit to provide that the University of Arkansas System President may approve exceptions to a prohibition on the use of the university name or trademarks in association with certain products. With changes to rules and practices, there may be times when exceptions to this prohibition are necessary, and this edit will allow such exceptions without having to amend the policy in the future. A recent example involves changes to athletic conference rules surrounding the sale of alcohol at collegiate sporting events.

Attached is a proposed resolution for your consideration. The proposed change is indicated in **bold** at the bottom of page 2. I recommend approval.

Sincerely,



Donald R. Bobbitt
President
Charles E. Scharlau Presidential Leadership Chair

Attachment

RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT Board Policy 100.7, *Use of University Name and Trademarks*, as indicated below:

BOARD POLICY

100.7

USE OF UNIVERSITY NAME AND TRADEMARKS

1. Background

The name of the University of Arkansas is used in a great many contexts and for a wide range of purposes. This policy governs the use of the University of Arkansas name and all other University trademarks. The term “trademark” as used in this policy includes any trademark or service mark as those terms are defined in the Lanham Act, 15 U.S.C. §§ 1051 et seq., and any logo, insignia, seal, crest, design, image, symbol, color or sound or any combination of these.

2. Applicability

This policy applies to faculty, staff, students, academic departments, ad hoc groups, administrative divisions/departments, alumni organizations, informal groups, student organizations and associated foundations (“University Affiliates”). For purposes of this policy, all individuals or entities that are not University Affiliates will be referred to as “Non-Affiliates” who must enter into and comply with licensing agreements with the University or with the licensing official designated by the University or the constituent campus or unit of the University.

3. Trademark Use

A. Official Seal. The Official Seal of the University of Arkansas is the property of the Board of Trustees and the President shall designate the custodian of the Official Seal. The Registrar at each campus is authorized to procure a seal for official use by that office which should identify the campus.

B. University Name. The name of the University and its campuses or units is protected by federal and state law and this policy. It is important to the University that the use of the name “University of Arkansas” and all other University trademarks be limited to activities which are in fact authorized activities of the University or one of the constituent campuses or units. The General Counsel, the Chief Fiscal Officer, and the licensing official designated by the University or its constituent campuses or units shall be responsible for requesting that all Non-Affiliates using the University name or trademarks without official written license or authorization from the University discontinue the practice.

(1) *Use by University Affiliates.* Campus organizations and groups may use the University or constituent campus or unit name for purposes of identification. Additionally, an employee may use the University's and constituent campus's or unit's names in making a true and accurate statement of his/her relationship with, or employment by, the University in the course of application for other employment, or stating the employee's experience or qualifications for any academic, governmental, business, or professional credit or enrollment. However, campus organizations and groups and University employees may not use the name of the University or a constituent campus or unit, or their affiliation with the University, in any manner which suggests, implies, or indicates University endorsement, support, favor of, association with, or opposition to any campaign, activity, program, event, policy, promotion, production, publication, political and/or social movement, product, service, candidate for political office, or similar activity. If there is potential for confusion in a statement describing affiliation with the University, one should dispel confusion by adding a disclaimer stating that the University is not involved in the activity.

(2) *Use by Non-Affiliates.* All use of University trademarks by Non-Affiliates is permitted only by license or authorization from the University or constituent campus or unit. Such uses include the manufacture, distribution, marketing, and advertising of all charitable, commercial and consumer products (e.g., clothing, souvenir items, gifts, printed matter, and other emblematic merchandise), services, promotions, productions, publications, activities and events bearing the University trademarks. All such licensed or authorized products, services, promotions, productions, publications, activities and events must be distributed or conducted by authorized University or campus licensees.

(3) *General Prohibitions.*

(a) Neither the name of the University nor any University trademark, including University colors, may be used in any way that gives a false impression, is misleading, or could cause confusion regarding the University's relationship with any person or entity. Statements that the University is a user or purchaser of a product or program are permitted if true. Statements or use of University trademarks that convey or imply the University's endorsement of a commercial product or service, or religious or political belief or affiliation, are prohibited. Under this policy, corporate sponsorships are not considered to be endorsements of either the products or services of a corporate sponsor.

(b) Neither the name of the University nor any University trademark may be used in direct association with any person, entity, product, promotion, publication or service if the association could adversely affect the University's image or standing or would for any other reason be inappropriate for a public research university. **Without the express permission of the President, associations that are generally prohibited** ~~Such proscribed associations~~ include, but are not limited to, alcoholic beverages; illegal drugs; cigarettes or

other tobacco products; sexually oriented products or services; religious affiliations, products or organizations; political campaigns, parties or organizations; private gaming or games of chance; and firearms or other weapons.

(4) *Sponsorship of Activities.* When the name or trademarks of the University are used in connection with seminars, institutes, conferences, workshops, short courses, and other such activities, the University shall in fact be a sponsor, cooperating through an extension or departmental unit.

(5) *Public Statements.* The chief administrative officer on each campus or unit is responsible for official statements affecting the campus or unit. News releases affecting the entire University should be coordinated in the Office of the President.

August 21, 2019 (Revised)

March 30, 2017 (Revised)

March 30, 2016 (Revised)

February 23, 1976

August 15, 2019

TO MEMBERS OF THE BOARD OF TRUSTEES:

Dear Trustees:

Consistent with our efforts to update policies and procedures that are outdated or in need of amendment due to external changes to laws and regulations, enclosed are proposed amendments to Board Policy 210.1, *Patent and Copyright Policy*. These proposed edits have been prepared with significant input and approval of the University Patent and Copyright Committee, which is representative of each of the five four-year campuses, UAMS and the Division of Agriculture. The goal of the revisions is to clarify issues around intellectual property ownership, to encourage appropriate faculty consulting, to encourage the shared use of equipment and space, and to promote student innovation. The changes include clarifications in language, as well as changes related to intellectual property that flows from pre-approved private faculty consulting agreements and facility use agreements with external partners.

Attached are a proposed resolution and a red-lined version of the policy. I recommend approval.

Sincerely,



Donald R. Bobbitt
President
Charles E. Scharlau Presidential Leadership Chair

Attachments

RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT Board Policy 210.1, *Patent and Copyright Policy*, is hereby revised in its entirety as follows:

BOARD POLICY

210.1

PATENT AND COPYRIGHT POLICY

I. Patent and Copyright Policy

A. Preamble

As a state-supported institution of higher learning, the University of Arkansas has a responsibility for and an interest in the advancement of knowledge and creative work that will enhance its educational mission and promote the economic and social welfare of the public it serves, particularly the people of the State of Arkansas. This responsibility and interest are advanced by engaging in research, the results of which may, on occasion, have commercial applications which are patentable or copyrightable. While Inventions and copyrightable works are not the primary objectives of University Research, when they occur the University has the responsibility of insuring that such Inventions and Works are used and controlled in a manner that benefits the public, the Inventor or Author and the University to the fullest extent possible.

To achieve this purpose, the University adopts this policy to meet the following objectives:

1. Assist the faculty, students, and staff in matters related to Inventions, patents, and copyrights and provide an environment that will encourage the disclosure and development of meaningful Inventions and Works;
2. Obtain the proper benefits for Inventors and Authors and for the University from commercial applications of University Research and apply funds accruing to the University from these applications to the support of research and other scholarly activities at the University;
3. Encourage and facilitate collaborations with sponsors of University Research by appropriately allocating the rights to Inventions and Works which result from Sponsored Research consistent with federal laws; and
4. Determine the rights and interests of all parties in University Research and Sponsored Research according to established, uniform procedures.

For purposes of this policy and of Board Policy 210.2, Copyright and Distance Learning, the University of Arkansas shall mean and refer to the following principal campus units, divisions and administrative units: the University of Arkansas, Fayetteville; the University of Arkansas for Medical Sciences (including Regional Campuses); the University of Arkansas at Little Rock; the University of Arkansas at Monticello; the University of Arkansas at Pine Bluff; the University of Arkansas at Fort Smith; the University of Arkansas Community College at Batesville; Cossatot

Community College of the University of Arkansas; the University of Arkansas Community College at Hope-Texarkana; the University of Arkansas Community College at Morrilton; Phillips Community College of the University of Arkansas; University of Arkansas Community College at Rich Mountain; University of Arkansas Pulaski Technical College; Division of Agriculture; Arkansas Archeological Survey; the Criminal Justice Institute; the Cammack Campus; the Arkansas School for Mathematics, Sciences and the Arts; the University of Arkansas Clinton School of Public Service; the University of Arkansas System eVersity; and the System Administration. These educational and administrative units, together with certain authorized adjuncts to each, and those campuses or units later added by merger or otherwise, constitute the University of Arkansas for which the Board of Trustees is the governing Board of control and are also referred to collectively as the University of Arkansas System.

B. Definitions

The following definitions are employed in interpreting and implementing this policy:

1. "Author" means a person who develops or creates a Work and includes the definition of "author" used in the United States Copyright Act. The University may also be an Author under certain circumstances such as when a Work constitutes a "University Work."
2. "Conflict of Commitment" means, in general, a situation in which a University faculty or staff member's time and effort given to outside activities and interests interferes or competes with that individual's obligations and responsibilities to the University.
3. "Conflict of Interest" means, in general, a situation in which a faculty or staff member may have the opportunity to influence University administrative, business, or academic decisions in ways that could lead to personal gain, give improper advantage to self or others, or interfere with objective preservation, generation, or public dissemination of knowledge. (Board Policy 330.1 obligates each campus and unit to establish Conflict of Interest policies and such policies may vary among the different campuses and units, subject to the Conflict of Interest policy requirements for funding under grants from certain federal agencies, including the United States Public Health Service, the National Science Foundation, and the National Institutes of Health, and the Arkansas Ethics in Public Contracting statute, Ark. Code §§ 19-11-701 et seq.)
4. "Consulting Agreement" means a legally binding personal contract between a University faculty or staff member and a non-University business or organization or other third party who wishes to retain certain specified services of the faculty or staff member for a specified time at a specified rate of compensation.
5. "Equity" means, but is not limited to, stock, securities, stock options, warrants, buildings, real or personal property, or other non-cash consideration. Inventors shall not be entitled to receive a share of the subset of University-owned Equity which consists of buildings, real or personal property, or other non-cash consideration.
6. "Invention" means any material capable of legal protection arising out of University Research and includes any discovery, invention, process, know-how, trade secret, design, model, computer software (if patentable), strain, cultivar, variety, or culture of an organism, or portion, modification, translation, or extension of these items but excludes Works as defined hereinafter which are not patentable. It includes marks used in

connection with these. (The term "mark" refers to trademarks, service marks, collective marks, and certification marks.) It also includes Tangible Research Property and Research Data, as both terms are more fully defined herein. (Items of Tangible Research Property and Research Data may be associated with one or more intangible properties such as patents, copyrights, and trademarks.)

7. "Invention Disclosure" means the formal written notice of an Invention to the University. The Invention Disclosure is a confidential document and should fully document the Invention such that the options for commercialization can be properly evaluated and pursued by the University.
8. "Inventor" means a person who creates, develops or discovers an Invention and includes the definition of "inventor" used in United States Patent Law.
9. "Net Revenues" means all Revenues received by the University from the commercialization of Inventions and Works minus the costs incurred by the University for patenting, licensing, and the protection and maintenance of patent and copyright rights and other documented costs incurred by the University directly related to commercialization.
10. "Plant Breeding Program" means an organized research plan involving new or improved cultivar development and release for commercial or private cultivation.
11. "Research Data" means all information in whatever form (e.g., both physical and electronic) collected and/or generated in the course of University Research. This includes original and derivatives of research data, including recordings of such data. Examples of Research Data include, but are not limited to (a) data, analytical programs, procedures, and records necessary for the reconstruction and evaluation of the results of research; (b) data contained in laboratory notebooks; (c) data collected using instrumentation or systems and stored in an electronic format; or (d) case report forms and source documentation for human participant research studies.
12. "Revenues" means cash from payments including, but not limited to, royalties, option fees, license fees or from the sale of Equity but shall not include research support received by the University as part of the consideration for licensing an Invention or Work in lieu of an option fee, license fee or royalty. Inventors shall have no entitlement to a share of such research support as personal income.
13. "Sponsored Research" means University Research for which the University has received external support. (For purposes of this policy, external support includes funds received by the University as part of a lease agreement but does not include funds received by the University to support undergraduate students in entrepreneurship and related activities.)
14. "Tangible Research Property" means tangible items produced in the course of University Research such as, but not limited to, e.g., biological materials, engineering drawings, integrated circuit chips, computer databases, prototype devices, circuit diagrams, and equipment.
15. "TLO" means Technology Licensing Office.

16. "University" means the University of Arkansas and any entity or activity under the authority of the Board of Trustees of the University of Arkansas.
17. "University Research" means any research or development activity which is directly related to the duties and responsibilities or the field of work for which a person has been employed, appointed, or compensated by or through the University or for which facilities owned, operated, or controlled by the University are used. (For purposes of this policy, "facilities" means University physical space, equipment, and materials available to a person as a direct result of that person's employment, appointment, or compensation by the University and which would not be available to a non-University person on the same basis. The term "facilities" excludes publicly or routinely-available University physical space, equipment, and materials, such as residence halls, common areas, meeting rooms, cafeterias, gymnasiums, libraries, office spaces, furnishings, office supplies, standard office equipment, such as photocopiers, telephones, fax machines, and personal-type computers, and commercially available software in use on such computers, computer and communications networks, including internet access and data storage, that are nonessential to the creation of an Invention.)
18. "University Work" means a Work created specifically for institutional purposes in the course of a person's employment with the University.
19. "Work" means an original work of authorship arising out of University Research which is protectable by copyright. It includes books, journals, software, computer programs, musical works, dramatic works, videos, multimedia products, sound recordings, pictorial and graphical works and other similar works.

C. Statement of Policy

1. Unless otherwise stated herein, it shall be the policy of the University that ownership of all Inventions resides in the University where such Inventions arise out of any research or development activity directly related to the duties and responsibilities or the field of work for which a person has been employed, appointed, or compensated by or through the University or for which facilities owned, operated, or controlled by the University are used. This policy is established in furtherance of the commitment of the University to the widest possible distribution of the benefits of University Research, the protection of Inventions resulting from such research, and the development of Inventions for the public good.
2. Inventors may obtain rights in Inventions which the University has chosen not to claim under this policy or pledged to a third party as a result of a grant, contract, cooperative agreement, or other Sponsored Research agreement.
3. Rights to Works shall be determined according to the provisions of this policy which apply to copyrights.

D. Applicability of Policy

1. General Statement. This policy shall apply to all persons employed, compensated or appointed by the University and to anyone (including non-employees absent an agreement to the contrary) using facilities owned, operated, or controlled by the University, including, but not limited to, full or part-time faculty, staff, and students.
 - a. Undergraduate and secondary school students are excluded from the application of the policy unless they are paid by or through the University in connection with and participation in Sponsored Research.
 - b. This policy shall also apply to all Inventions and Works financed, in whole or in part, from funds under the control of the University.
2. External Consulting Agreements. Pursuant to this policy and Board Policies 330.1 and 450.1, together with any and all campus Conflict of Interest and Conflict of Commitment policies, persons employed, compensated, or appointed by the University may engage in external consulting work or business activities upon the following conditions:
 - a. Employees engaged in external consulting work or business are responsible for ensuring that agreements emanating from such work are not in conflict with this policy or with contractual commitments of and to the University, including teaching and research obligations.
 - b. Such employees should provide affirmative notice to the other parties to such agreements, informing them of the obligations of the employees to the University and the possible applicability of this policy to such agreements. In addition, it is recommended that any Consulting Agreement contain the following sentence: “Nothing in this Agreement shall be construed to restrict or hinder the Consultant’s ability to conduct current or future research or teaching assignments with the University.” In the event of a conflict between the Consulting Agreement and this Board of Trustees Policy 210.1, the terms of this policy shall control.
 - c. The intellectual property developed or created by such employee under a Consulting Agreement shall not be an Invention subject to this policy and may be owned by the employee or the company or organization for whom the employee consults provided the employee:
 - (1) obtains campus authorization prior to starting the consulting or business activity;
 - (2) abides by all applicable Conflict of Interest and Conflict of Commitment policies; and
 - (3) develops or creates such intellectual property without the use of (a) facilities owned, operated, or controlled by the University, (b) a pre-existing Invention owned by the University, or (c) University Research.
 - d. It is the responsibility of the employee to ensure and establish that the intellectual property developed or created pursuant to a Consulting Agreement satisfies the conditions of the preceding Section I.D.2.c.

E. Obligations of Inventors and Waiver and Notice Rights

1. **Disclosure.** All persons to whom this policy is applicable shall furnish to the University a full and complete disclosure of any Invention promptly after it is created or conceived or first reduced to practice. Such persons shall cooperate in a timely and professional manner with the University or with patent or other counsel in protecting Inventions and perform all acts necessary for the University to fulfill its obligations under University Research, including the execution of confirmatory assignments. The University may require technical advice and assistance from Inventors in the development and licensing of their Inventions.
2. **Assignment.** All persons to whom this policy is applicable shall assign and hereby do assign all Inventions and patents resulting from such Inventions to the University, unless otherwise provided in Sponsored Research agreements or where independent work or consulting activities have been disclosed, approved and authorized by the University pursuant to Board Policies 330.1 and 450.1 and the University's Conflict of Interest and Commitment policies. Further, all such persons shall, upon request, confirm in writing such assignment.
3. **Waiver.** If the University chooses not to protect or commercialize an Invention, the University may, at its sole discretion, waive its rights to the Invention and assign ownership of the Invention to the Inventor as allowed by law, subject to the rights of third parties and to the reservation by the University of a license to practice the Invention for University purposes. The minimum terms of such license shall grant the University the right to use the Invention in its internally administered programs of teaching, research, and public service on a perpetual royalty-free basis. The University may retain more than the minimum license rights and the assignment or license may be subject to additional terms and conditions, such as revenue sharing with the University or reimbursements of the costs of statutory protection, when justified by the circumstances of development.
4. **Notice.** The University will inform Inventors in a timely manner of its substantive decisions regarding protection, commercialization and/or disposition of Inventions which are disclosed under this policy. The initial notice of such a decision to an Inventor should be given no later than six (6) months after disclosure of the Invention to the University.
5. **Independently-Owned Patents.** The University may accept assignment of patents or other intellectual property from parties to whom this policy does *not* apply provided that such action is determined to be consistent with the public interest and educational mission of the University. The patents or other intellectual property so accepted shall be administered in a manner consistent with the administration of Inventions under this policy.

F. Distribution of Revenues

1. In consideration of the disclosure and assignment of Inventions other than those made in a Plant Breeding Program, the Inventor, or the Inventor's heirs, successors, or assigns shall receive fifty percent (50%) of the first two hundred thousand dollars (\$200,000) of Net Revenues from the commercialization of an Invention. The remaining fifty percent (50%) shall be distributed to the University in the following manner: forty-five percent (45%) to the

chief executive officer of the Inventor's campus or division for distribution within the campus or division for patent administration and research purposes; and five percent (5%) to a fund to be managed and distributed by the University for patent administration and research purposes. Any Net Revenues above \$200,000 shall be distributed as follows: (a) thirty-five percent (35%) to the Inventor or the Inventor's heirs, successors, or assigns; (b) sixty percent (60%) to the chief executive officer of the Inventor's campus or division for distribution within the campus or division for patent administration and research purposes; and (c) five percent (5%) to a fund to be managed and distributed by the University for patent administration and research purposes. If there are joint Inventors, Net Revenues shall be distributed equally among them absent a mutual agreement to the contrary.

2. In consideration of the disclosure and assignment of Inventions made in a Plant Breeding Program, the Inventor, or the Inventor's heirs, successors, or assigns shall receive thirty-five percent (35%) of the first two hundred thousand dollars (\$200,000) of Net Revenues from the commercialization of an Invention. The remaining sixty-five percent (65%) shall be distributed to the University in the following manner: sixty percent (60%) to the chief executive officer of the Inventor's campus or division for distribution within the campus or division for patent administration and research purposes for the Plant Breeding Program; and five percent (5%) to a fund to be managed and distributed by the University for patent administration and research purposes. Any Net Revenues above \$200,000 shall be distributed as follows: (a) twenty-five percent (25%) to the Inventor or the Inventor's heirs, successors, or assigns; (b) seventy percent (70%) to the chief executive officer of the Inventor's campus or division for distribution within the campus or division for patent administration and research purposes for the Plant Breeding Program; and (c) five percent (5%) to a fund to be managed and distributed by the University for patent administration and research purposes. If there are joint Inventors, Net Revenues shall be distributed equally among them absent a mutual agreement to the contrary.
3. Net Revenues will be distributed normally on an annual basis, with payments being made within sixty (60) days after the end of a calendar year in which Net Revenues from the Invention or work have accrued.

G. Equity

1. In agreements with business entities relating to rights in Inventions and Works, the University may receive Equity as partial or total compensation for the rights conveyed. In any such instance, the University shall share any such Equity with the Inventor or Author in the same manner as Net Revenue is shared pursuant to Section I.F above. Consistent with Arkansas Code § 19-11-717 and campus or unit Conflict of Interest policies, and subject to review and approval by the Chancellor or other chief executive officer of the unit of the University, the President and the Board of Trustees, Inventors or Authors may hold direct, individual Equity in a business entity that has an agreement with the University relating to the commercialization of Inventions or Works. The University, in its sole discretion, may require an Inventor or Author who holds direct, individual Equity in such a business entity to waive any right which the Inventor or Author may have to share in Equity and/or Net Revenues through the University under Section I.F above.

2. Dividend income and income from the sale or disposition of Equity held by the University pursuant to agreements relating to the commercialization of Inventions or Works shall belong to the University and be distributed in accordance with the provisions of Section I.F unless an Inventor or Author has been required to waive such rights under Section I.G.1 above. Such Equity shall be sold or disposed of at a time and in a manner selected solely at the discretion of the University, subject to restrictions imposed by law, the underwriters of the stock issuance or the business entity. Dividend income and income from the sale or disposition of Equity held directly by an individual Inventor or Author shall belong to the Inventor or Author and may be sold or disposed of at a time and in a manner selected solely at the discretion of the Inventor or Author, subject to restrictions imposed by law, the underwriters of the stock issuance or the business entity.
3. An Inventor or Author shall not serve as a member of the board of directors or other governing board or as an officer or an employee (other than as a consultant) of a business entity that has an agreement with the University relating to the commercialization of Inventions or Works and in which the University has Equity without prior review and approval by the Chancellor or the chief executive officer of the unit of the University. When requested and authorized by the University, an employee may serve on behalf of the University as a member of the board of directors or other governing board of a business entity that has an agreement with the University relating to the commercialization of Inventions or Works and in which the University has Equity.

H. Sponsored Research

Rights to Inventions and Works made under Sponsored Research are determined by the contractual or grant agreements between the University and the sponsor. Except in limited circumstances where the University determines that the waiver of such rights is appropriate in fulfilling its educational mission, allocation of rights to Inventions and Works made under Sponsored Research shall be consistent with this policy.

I. Publication Rights

In all Sponsored Research, the right shall be reserved for Inventors, Authors and the University to publish and disseminate the knowledge gained and the results obtained. The University may grant a sponsor a limited review period (normally thirty (30) days) prior to submission for publication in order to protect proprietary information and any technology which may be the subject of a patent application.

J. Copyrights and Computer Software and Research Data

1. Copyrights to, and royalties from, textbooks, reference works, submissions to scientific journals, and other Works (excluding computer software and Technology Enhanced Course Materials) produced by persons to whom this policy is applicable as a part of their normal teaching, scholarly and aesthetic activities at the University or on approved off-campus duty assignments, and which do not result from projects specifically funded in whole or in part by the University or by a sponsor of the University, shall belong to the Author or Authors and may be retained or assigned by them. (Examples of such other Works include, but are not limited to, scholarly or creative works of authorship; instructional, dramatic, musical and

artistic works; and manuscripts, articles, poetry, prose, short stories, digital shorts, novels, plays, screenplays, and creative writings.) If, on the other hand, the University provides its own funds, or a sponsor's funds, to finance (in whole or in part) a specific research or educational project (herein "commissioned Works") and such Works are produced by persons to whom this policy is applicable as a result of the project or the Works constitute University Works, ownership of copyrights and Revenue rights therein shall reside in the University. Revenues generated by the commercialization of such Works may be shared with the Authors or creators according to Section I.F of this policy or on other terms as set by the University in its sole discretion.

2. All rights to Research Data (except Research Data arising from Sponsored Research or independent work or consulting activities in compliance with I.D.2 of this policy) and computer software, including computer programs, algorithms, models, computer data bases, and associated documentation (herein "computer software"), whether copyrightable or patentable, produced by any person to whom this policy is applicable shall belong to the University, with the exception of software which constitutes Technology Enhanced Course Materials governed by Board Policy 210.2. Revenues generated by the commercialization of Research Data may be shared with the Authors or Inventors according to Section I.F of this policy or on other terms as set by the University in its sole discretion. Revenues generated by the commercialization of computer software shall be shared with the Authors/Inventors according to Section I.F of this policy. Computer software produced on an Author's own time or through permissible consulting activities and without the use of facilities owned, operated, or controlled by the University shall belong to the Author and all rights thereto may be retained or assigned by the Author.
3. Transfer of Research Data outside of the University and to other academic institutions shall be in compliance with campus and unit policies and procedures.
4. It shall be the responsibility of the Author or creator to notify the University of the development of all commissioned Works, University Works and computer software.

K. Tangible Research Property

1. Distribution of Tangible Research Property developed by the University may be made promptly and openly to other scientists for non-commercial scientific research unless such distribution is inappropriate for reasons such as safety, the need to more fully characterize or develop the Tangible Research Property before distribution, or incompatibility with other contractual obligations. Such distribution outside the University is subject to an agreement by the recipient not to engage in commercial use or further transfer of the Tangible Research Property. Further limitations on subsequent use, such as requiring recipients to follow specific research or handling protocols for biological materials, may also be appropriate. Costs of distribution of Tangible Research Property to research colleagues may be recovered from the recipient.
2. Tangible Research Property with potential commercial value may be made available for noncommercial research use to the extent that such noncommercial research use does not diminish its value or inhibit its commercial development.

3. If the Tangible Research Property was developed under Sponsored Research or was obtained from third parties through a material transfer or other agreement, the Office of General Counsel should be consulted regarding contractual obligations with respect to the Tangible Research Property before it is distributed outside the University.
4. Commercial distribution of Tangible Research Property should be coordinated through the appropriate TLO where the Tangible Research Property may be the subject of intellectual property protection, the Tangible Research Property has potential commercial value, or the Inventor or Author wishes to control subsequent use. Any distribution agreement shall contain provisions covering the terms under which the Tangible Research Property may be used and limits on the University's liability for the property or products derived therefrom and other customary license agreement terms including those relating to any intangible property rights (such as patents) which also may be associated with the use of the Tangible Research Property.

II. Patent and Copyright Policy Administration

A. University Patent and Copyright Committee

When requested by the Chancellor of a campus or the chief executive officer of a unit of the University, the President shall appoint a University Patent and Copyright Committee of nine (9) members with one (1) representative from each of the five (5) four-year campuses, the Medical Sciences campus and the Division of Agriculture and a single representative agreed upon by a consensus of the two-year campuses and other units of the University. The specific representative of the two-year campuses and other units of the University may be selected on a rotating basis with a limit on the number of consecutive annual terms that a person from any one of such entities may serve. The General Counsel shall serve as legal advisor to the Committee. A chairman shall be elected from among the membership of the Committee. The Committee shall meet upon the request of the chairman or the President. The Committee shall be responsible for:

1. Reviewing the operation of the University Patent and Copyright Policy and proposing policy changes if needed;
2. Reviewing proposed exceptions to the established policy;
3. Resolving issues referred by campus patent and copyright committees;
4. Advising the President on patent and copyright policy matters as requested.

B. Campus Patent and Copyright Committees

1. Each campus of the University may establish a committee composed of faculty and staff which will be responsible for implementing the University Patent and Copyright Policy on the particular campus. Any campus which has received less than five (5) Invention Disclosures during a fiscal year may request assistance from a committee that has been established on any other campus. The committee, if established, shall consist of no less than five (5) members, appointed by the Chancellor or chief executive officer and shall

meet no less than on a quarterly basis. A chairman shall be elected from among the membership of the committee.

2. For the Fayetteville campus only, the committee, if established, will be composed of no less than eight (8) members; three (3) of which shall be appointed from the Division of Agriculture by the Vice President for Agriculture.
3. In matters of a substantive legal nature, the committees will seek the advice and assistance of the General Counsel.

C. General Responsibilities

The committee will have the general responsibility of:

1. Reviewing Invention Disclosures submitted to the University for patenting consideration;
2. Evaluating Inventions for patentability, as well as scientific merit and practical application;
3. Appointing *ad hoc* technical subcommittees to assist the committee in evaluating Inventions;
4. Seeking University approval of outside technical assistance in evaluating Inventions;
5. Determining patent or related property rights or equities held by the University in an Invention or Work;
6. Providing scientific and technical assistance to approved patent management organizations to achieve the realization of full benefits of University Inventions that have commercial potential;
7. Seeking initial resolution of campus disputes relating to rights in Inventions and Works; and
8. Reviewing Works (including computer software) submitted for copyright consideration.

D. Committee Procedure

Normally, within thirty (30) days of the receipt of an Invention Disclosure, the committee will submit to the Chancellor or other chief executive officer or the Vice President for Agriculture its recommendation regarding the disposition of an Invention. Such recommendation shall be forwarded within ten (10) days of receipt to the President. In most instances, the recommendation will consist of one of the following:

1. University should proceed to secure a patent or register a copyright or a trademark;
2. The matter should be submitted to a patent management organization with which the University has a contract for review, report, and possible management by the patent management organization;

3. Negotiations should be entered into with industry whereby continued research and development within the University will be funded pursuant to contract with a corporation or firm which would receive certain rights regarding the Invention in return for Revenue or, under limited circumstances, an assignment in return for payment of additional sums; or
4. Commercial or education values involved are so slight and/or incompatible with the interests of the University as to indicate that the University should relinquish any property interest to the Inventor or Author or his/her assigns.

E. Alternative to Campus Patent and Copyright Committees

As an alternative to the establishment of a Campus Patent and Copyright Committee, the Chancellor of a campus may establish a technology licensing office (TLO) which may assume some or all of the duties and responsibilities of the committee or may transfer some or all of such duties and responsibilities from an existing committee to a TLO. Additionally, consistent with II.D.2 above, the Chancellor may contract with a patent management organization to assume the duties and responsibilities of the Campus Patent and Copyright Committee or a TLO.

August 21, 2019 (Revised)

January 28, 2016 (Revised)

February 9, 2015 (policy updated with additional campuses/units)

September 16, 2011 (Revised)

October 2, 2001 (Revised)

June 13, 1986 (Revised)

June 18, 1982 (Revised)

November 18, 1977 (Revised)

May 18, 1973 (Revised)

September 29, 1967 (Revised)

October 7, 1966 (Revised)

May 17, 1945

BOARD POLICY 210.1

PATENT AND COPYRIGHT POLICY

I. Patent and Copyright Policy

A. Preamble

As a state-supported institution of higher learning, the University of Arkansas has a responsibility for and an interest in the advancement of knowledge and creative work that will enhance its educational mission and promote the economic and social welfare of the public it serves, particularly the people of the State of Arkansas. This responsibility and interest are advanced by engaging in research, the results of which may, on occasion, have commercial applications which are patentable or copyrightable. While Inventions and copyrightable works are not the primary objectives of University Research, when they occur the University has the responsibility of insuring that such Inventions and Works are used and controlled in a manner that benefits the public, the Inventor or Author and the University to the fullest extent possible.

To achieve this purpose, the University adopts this policy to meet the following objectives:

1. Assist the faculty, students, and staff in matters related to Inventions, patents, and copyrights and provide an environment that will encourage the disclosure and development of meaningful Inventions and Works;
2. Obtain the proper benefits for Inventors and Authors and for the University from commercial applications of University Research and apply funds accruing to the University from these applications to the support of research and other scholarly activities at the University;
3. Encourage and facilitate collaborations with sponsors of University Research by appropriately allocating the rights to Inventions and Works which result from Sponsored Research consistent with federal laws; and
4. Determine the rights and interests of all parties in University Research and Sponsored Research according to established, uniform procedures.

For purposes of this policy and of Board Policy 210.2, Copyright and Distance Learning, the University of Arkansas shall mean and refer to the following principal campus units, divisions and administrative units: the University of Arkansas, Fayetteville; the University of Arkansas for Medical Sciences (including Regional Campuses); the University of Arkansas at Little Rock; the University of Arkansas at Monticello; the University of Arkansas at Pine Bluff; the University of Arkansas at Fort Smith; the University of Arkansas Community College at Batesville; Cossatot Community College of the University of Arkansas; the University of Arkansas Community College at Hope-Texarkana; the University of Arkansas Community College at Morrilton; Phillips Community College of the University of Arkansas; University of Arkansas Community College at Rich Mountain; University of Arkansas Pulaski Technical College; Division of Agriculture; Arkansas Archeological Survey; the Criminal Justice Institute; the Cammack Campus; the Arkansas School for Mathematics, Sciences and the Arts; the University of Arkansas Clinton School of Public Service; the University of Arkansas System eVersity; and the

Deleted: the Area Health Education Centers

System Administration. These educational and administrative units, together with certain authorized adjuncts to each, and those campuses or units later added by merger or otherwise, constitute the University of Arkansas for which the Board of Trustees is the governing Board of control and are also referred to collectively as the University of Arkansas System.

B. Definitions

The following definitions are employed in interpreting and implementing this policy:

1. "Author" means a person who develops or creates a Work and includes the definition of "author" used in the United States Copyright Act. The University may also be an Author under certain circumstances such as when a Work constitutes a "University Work."
2. "Conflict of Commitment" means, in general, a situation in which a University faculty or staff member's time and effort given to outside activities and interests interferes or competes with that individual's obligations and responsibilities to the University.
3. "Conflict of Interest" means, in general, a situation in which a faculty or staff member may have the opportunity to influence University administrative, business, or academic decisions in ways that could lead to personal gain, give improper advantage to self or others, or interfere with objective preservation, generation, or public dissemination of knowledge. (Board Policy 330.1 obligates each campus and unit to establish Conflict of Interest policies and such policies may vary among the different campuses and units, subject to the Conflict of Interest policy requirements for funding under grants from certain federal agencies, including the United States Public Health Service, the National Science Foundation, and the National Institutes of Health, and the Arkansas Ethics in Public Contracting statute, Ark. Code §§ 19-11-701 et seq.)
4. "Consulting Agreement" means a legally binding personal contract between a University faculty or staff member and a non-University business or organization or other third party who wishes to retain certain specified services of the faculty or staff member for a specified time at a specified rate of compensation.
5. "Equity" means, but is not limited to, stock, securities, stock options, warrants, buildings, real or personal property, or other non-cash consideration. Inventors shall not be entitled to receive a share of the subset of University-owned Equity which consists of buildings, real or personal property, or other non-cash consideration.
6. "Invention" means any material capable of legal protection arising out of University Research and includes any discovery, invention, process, know-how, trade secret, design, model, computer software (if patentable), strain, cultivar, variety, or culture of an organism, or portion, modification, translation, or extension of these items but excludes Works as defined hereinafter which are not patentable. It includes marks used in connection with these. (The term "mark" refers to trademarks, service marks, collective marks, and certification marks.) It also includes Tangible Research Property and Research Data, as both terms are more fully defined herein. (Items of Tangible Research Property and Research Data may be associated with one or more intangible properties such as patents, copyrights, and trademarks.)
7. "Invention Disclosure" means the formal written notice of an Invention to the University. The Invention Disclosure is a confidential document and should fully document the

Invention such that the options for commercialization can be properly evaluated and pursued by the University.

8. "Inventor" means a person who creates, develops or discovers an Invention and includes the definition of "inventor" used in United States Patent Law.
9. "Net Revenues" means all Revenues received by the University from the commercialization of Inventions and Works minus the costs incurred by the University for patenting, licensing, and the protection and maintenance of patent and copyright rights and other documented costs incurred by the University directly related to commercialization.
10. "Plant Breeding Program" means an organized research plan involving new or improved cultivar development and release for commercial or private cultivation.
11. "Research Data" means all information in whatever form (e.g., both physical and electronic) collected and/or generated in the course of University Research. This includes original and derivatives of research data, including recordings of such data. Examples of Research Data include, but are not limited to (a) data, analytical programs, procedures, and records necessary for the reconstruction and evaluation of the results of research; (b) data contained in laboratory notebooks; (c) data collected using instrumentation or systems and stored in an electronic format; or (d) case report forms and source documentation for human participant research studies.
12. "Revenues" means cash from payments including, but not limited to, royalties, option fees, license fees or from the sale of Equity but shall not include research support received by the University as part of the consideration for licensing an Invention or Work in lieu of an option fee, license fee or royalty. Inventors shall have no entitlement to a share of such research support as personal income.
13. "Sponsored Research" means University Research for which the University has received external support. (For purposes of this policy, external support includes funds received by the University as part of a lease agreement but does not include funds received by the University to support undergraduate students in entrepreneurship and related activities.)
14. "Tangible Research Property" means tangible items produced in the course of University Research such as, but not limited to, e.g., biological materials, engineering drawings, integrated circuit chips, computer databases, prototype devices, circuit diagrams, and equipment.
15. "TLO" means Technology Licensing Office.
16. "University" means the University of Arkansas and any entity or activity under the authority of the Board of Trustees of the University of Arkansas.
17. "University Research" means any research or development activity which is directly related to the duties and responsibilities or the field of work for which a person has been employed, appointed, or compensated by or through the University or for which facilities owned, operated, or controlled by the University are used. (For purposes of this policy, "facilities" means University physical space, equipment, and materials available to a person as a direct result of that person's employment, appointment, or compensation by the University and which would not be available to a non-University person on the same basis. The term "facilities" excludes publicly or routinely-available University physical space, equipment, and materials, such as residence halls, common areas, meeting rooms, cafeterias, gymnasiums, libraries, office spaces, furnishings, office supplies, standard office equipment, such as photocopiers, telephones, fax machines, and personal-type

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4. "Invention" refers to any material capable of legal protection arising out of

Deleted: Research and includes any discovery, invention, process, know-how, trade secret, design, model, computer software (if patentable), strain, variety, or culture of an organism, or portion, modification, translation, or extension of these items but excludes Works as defined hereinafter which are not patentable. It also includes tangible research property, i.e., tangible items produced in the course of research

Deleted: as, but not limited to, e.g., biological materials, engineering drawings, integrated circuit chips, computer databases, prototype devices, circuit diagrams, and equipment. (Items of tangible research property may be associated with one or more intangible properties)

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computers, and commercially available software in use on such computers, computer and communications networks, including internet access and data storage, that are nonessential to the creation of an Invention.)

18. "University Work" means a Work created specifically for institutional purposes in the course of a person's employment with the University.
19. "Work" means an original work of authorship arising out of University Research which is protectable by copyright. It includes books, journals, software, computer programs, musical works, dramatic works, videos, multimedia products, sound recordings, pictorial and graphical works and other similar works.

C. Statement of Policy

1. Unless otherwise stated herein, it shall be the policy of the University that ownership of all Inventions resides in the University where such Inventions arise out of any research or development activity directly related to the duties and responsibilities or the field of work for which a person has been employed, appointed, or compensated by or through the University or for which facilities owned, operated, or controlled by the University are used. This policy is established in furtherance of the commitment of the University to the widest possible distribution of the benefits of University Research, the protection of Inventions resulting from such research, and the development of Inventions for the public good.
2. Inventors may obtain rights in Inventions which the University has chosen not to claim under this policy or pledged to a third party as a result of a grant, contract, cooperative agreement, or other Sponsored Research agreement.
3. Rights to Works shall be determined according to the provisions of this policy which apply to copyrights.

D. Applicability of Policy

1. General Statement. This policy shall apply to all persons employed, compensated or appointed by the University and to anyone (including non-employees absent an agreement to the contrary) using facilities owned, operated, or controlled by the University, including, but not limited to, full or part-time faculty, staff, and students.
 - a. Undergraduate and secondary school students are excluded from the application of the policy unless they are paid by or through the University in connection with and participation in Sponsored Research.
 - b. This policy shall also apply to all Inventions and Works financed, in whole or in part, from funds under the control of the University.
2. External Consulting Agreements. Pursuant to this policy and Board Policies 330.1 and 450.1, together with any and all campus Conflict of Interest and Conflict of Commitment policies, persons employed, compensated, or appointed by the University may engage in external consulting work or business activities upon the following conditions:
 - a. Employees engaged in external consulting work or business are responsible for ensuring that agreements emanating from such work are not in conflict with this policy or with contractual commitments of and to the University, including teaching and research obligations.

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9. "Plant Breeding Program" refers to an organized research plan involving new or improved cultivar development and release for commercial or private cultivation.¶

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- b. Such employees should provide affirmative notice to the other parties to such agreements, informing them of the obligations of the employees to the University and the possible applicability of this policy to such agreements. In addition, it is recommended that any Consulting Agreement contain the following sentence: "Nothing in this Agreement shall be construed to restrict or hinder the Consultant's ability to conduct current or future research or teaching assignments with the University." In the event of a conflict between the Consulting Agreement and this Board of Trustees Policy 210.1, the terms of this policy shall control.
- c. The intellectual property developed or created by such employee under a Consulting Agreement shall not be an Invention subject to this policy and may be owned by the employee or the company or organization for whom the employee consults provided the employee:
- (1) obtains campus authorization prior to starting the consulting or business activity;
 - (2) abides by all applicable Conflict of Interest and Conflict of Commitment policies; and
 - (3) develops or creates such intellectual property without the use of (a) facilities owned, operated, or controlled by the University, (b) a pre-existing Invention owned by the University, or (c) University Research.
- d. It is the responsibility of the employee to ensure and establish that the intellectual property developed or created pursuant to a Consulting Agreement satisfies the conditions of the preceding Section I.D.2.c.

E. Obligations of Inventors and Waiver and Notice Rights

1. **Disclosure.** All persons to whom this policy is applicable shall furnish to the University a full and complete disclosure of any Invention promptly after it is created or conceived or first reduced to practice. Such persons shall cooperate in a timely and professional manner with the University or with patent or other counsel in protecting Inventions and perform all acts necessary for the University to fulfill its obligations under University Research, including the execution of confirmatory assignments. The University may require technical advice and assistance from Inventors in the development and licensing of their Inventions.
2. **Assignment.** All persons to whom this policy is applicable shall assign and hereby do assign all Inventions and patents resulting from such Inventions to the University, unless otherwise provided in Sponsored Research agreements or where independent work or consulting activities have been disclosed, approved and authorized by the University pursuant to Board Policies 330.1 and 450.1 and the University's Conflict of Interest and Commitment policies. Further, all such persons shall, upon request, confirm in writing such assignment.

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3. **Waiver.** If the University chooses not to protect or commercialize an Invention, the University may, at its sole discretion, waive its rights to the Invention and assign ownership of the Invention to the Inventor as allowed by law, subject to the rights of third parties and to the reservation by the University of a license to practice the Invention for University purposes. The minimum terms of such license shall grant the University the right to use the Invention in its internally administered programs of teaching, research, and public service on a perpetual royalty-free basis. The University may retain more than the minimum license rights and the assignment or license may be subject to additional terms and conditions, such as revenue sharing with the University or reimbursements of the costs of statutory protection, when justified by the circumstances of development.
4. **Notice.** The University will inform Inventors in a timely manner of its substantive decisions regarding protection, commercialization and/or disposition of Inventions which are disclosed under this policy. The initial notice of such a decision to an Inventor should be given no later than six (6) months after disclosure of the Invention to the University.
5. **Independently-Owned Patents.** The University may accept assignment of patents or other intellectual property from parties to whom this policy does *not* apply provided that such action is determined to be consistent with the public interest and educational mission of the University. The patents or other intellectual property so accepted shall be administered in a manner consistent with the administration of Inventions under this policy.

F. Distribution of Revenues

1. In consideration of the disclosure and assignment of Inventions other than those made in a Plant Breeding Program, the Inventor, or the Inventor's heirs, successors, or assigns shall receive fifty percent (50%) of the first two hundred thousand dollars (\$200,000) of Net Revenues from the commercialization of an Invention. The remaining fifty percent (50%) shall be distributed to the University in the following manner: forty-five percent (45%) to the chief executive officer of the Inventor's campus or division for distribution within the campus or division for patent administration and research purposes; and five percent (5%) to a fund to be managed and distributed by the University for patent administration and research purposes. Any Net Revenues above \$200,000 shall be distributed as follows: (a) thirty-five percent (35%) to the Inventor or the Inventor's heirs, successors, or assigns; (b) sixty percent (60%) to the chief executive officer of the Inventor's campus or division for distribution within the campus or division for patent administration and research purposes; and (c) five percent (5%) to a fund to be managed and distributed by the University for patent administration and research purposes. If there are joint Inventors, Net Revenues shall be distributed equally among them absent a mutual agreement to the contrary.
2. In consideration of the disclosure and assignment of Inventions made in a Plant Breeding Program, the Inventor, or the Inventor's heirs, successors, or assigns shall receive thirty-five percent (35%) of the first two hundred thousand dollars (\$200,000) of Net Revenues from the commercialization of an Invention. The remaining sixty-five percent (65%) shall be distributed to the University in the following manner: sixty percent (60%) to the chief

executive officer of the Inventor's campus or division for distribution within the campus or division for patent administration and research purposes for the Plant Breeding Program; and five percent (5%) to a fund to be managed and distributed by the University for patent administration and research purposes. Any Net Revenues above \$200,000 shall be distributed as follows: (a) twenty-five percent (25%) to the Inventor or the Inventor's heirs, successors, or assigns; (b) seventy percent (70%) to the chief executive officer of the Inventor's campus or division for distribution within the campus or division for patent administration and research purposes for the Plant Breeding Program; and (c) five percent (5%) to a fund to be managed and distributed by the University for patent administration and research purposes. If there are joint Inventors, Net Revenues shall be distributed equally among them absent a mutual agreement to the contrary.

3. Net Revenues will be distributed normally on an annual basis, with payments being made within sixty (60) days after the end of a calendar year in which Net Revenues from the Invention or work have accrued.

G. Equity

1. In agreements with business entities relating to rights in Inventions and Works, the University may receive Equity as partial or total compensation for the rights conveyed. In any such instance, the University shall share any such Equity with the Inventor or Author in the same manner as Net Revenue is shared pursuant to Section I.F above. Consistent with Arkansas Code § 19-11-717 and campus or unit Conflict of Interest policies, and subject to review and approval by the Chancellor or other chief executive officer of the unit of the University, the President and the Board of Trustees, Inventors or Authors may hold direct, individual Equity in a business entity that has an agreement with the University relating to the commercialization of Inventions or Works. The University, in its sole discretion, may require an Inventor or Author who holds direct, individual Equity in such a business entity to waive any right which the Inventor or Author may have to share in Equity and/or Net Revenues through the University under Section I.F above.

2. Dividend income and income from the sale or disposition of Equity held by the University pursuant to agreements relating to the commercialization of Inventions or Works shall belong to the University and be distributed in accordance with the provisions of Section I.F unless an Inventor or Author has been required to waive such rights under Section I.G.1 above. Such Equity shall be sold or disposed of at a time and in a manner selected solely at the discretion of the University, subject to restrictions imposed by law, the underwriters of the stock issuance or the business entity. Dividend income and income from the sale or disposition of Equity held directly by an individual Inventor or Author shall belong to the Inventor or Author and may be sold or disposed of at a time and in a manner selected solely at the discretion of the Inventor or Author, subject to restrictions imposed by law, the underwriters of the stock issuance or the business entity.

3. An Inventor or Author shall not serve as a member of the board of directors or other governing board or as an officer or an employee (other than as a consultant) of a business entity that has an agreement with the University relating to the commercialization of Inventions or Works and in which the University has Equity without prior review and

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3. "Net Revenues" shall mean for this purpose all Revenues received by the University from the commercialization of Inventions and Works minus the costs incurred by the University for patenting, licensing, and the protection and maintenance of patent and copyright rights and other documented costs incurred by the University directly related to commercialization.¶

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4. "Revenues" shall mean cash from payments including, but not limited to, royalties, option fees, license fees or from the sale of Equity but shall not include research support received by the University as part of the consideration for licensing an Invention or Work in lieu of an option fee, license fee or royalty.

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approval by the Chancellor or the chief executive officer of the unit of the University. When requested and authorized by the University, an employee may serve on behalf of the University as a member of the board of directors or other governing board of a business entity that has an agreement with the University relating to the commercialization of Inventions or Works and in which the University has Equity.

H. Sponsored Research

Rights to Inventions and Works made under Sponsored Research are determined by the contractual or grant agreements between the University and the sponsor. Except in limited circumstances where the University determines that the waiver of such rights is appropriate in fulfilling its educational mission, allocation of rights to Inventions and Works made under Sponsored Research shall be consistent with this policy.

I. Publication Rights

In all Sponsored Research, the right shall be reserved for Inventors, Authors and the University to publish and disseminate the knowledge gained and the results obtained. The University may grant a sponsor a limited review period (normally thirty (30) days) prior to submission for publication in order to protect proprietary information and any technology which may be the subject of a patent application.

J. Copyrights and Computer Software and Research Data

1. Copyrights to, and royalties from, textbooks, reference works, submissions to scientific journals, and other Works (excluding computer software and Technology Enhanced Course Materials) produced by persons to whom this policy is applicable as a part of their normal teaching, scholarly and aesthetic activities at the University or on approved off-campus duty assignments, and which do not result from projects specifically funded in whole or in part by the University or by a sponsor of the University, shall belong to the Author or Authors and may be retained or assigned by them. (Examples of such other Works include, but are not limited to, scholarly or creative works of authorship; instructional, dramatic, musical and artistic works; and manuscripts, articles, poetry, prose, short stories, digital shorts, novels, plays, screenplays, and creative writings.) If, on the other hand, the University provides its own funds, or a sponsor's funds, to finance (in whole or in part) a specific research or educational project (herein "commissioned Works") and such Works are produced by persons to whom this policy is applicable as a result of the project or the Works constitute University Works, ownership of copyrights and Revenue rights therein shall reside in the University. Revenues generated by the commercialization of such Works may be shared with the Authors or creators according to Section I.F of this policy or on other terms as set by the University in its sole discretion.

2. All rights to Research Data (except Research Data arising from Sponsored Research or independent work or consulting activities in compliance with I.D.2 of this policy) and computer software, including computer programs, algorithms, models, computer data bases, and associated documentation (herein "computer software"), whether copyrightable or

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4. "Equity" shall include, but not be limited to, stock, securities, stock options, warrants, buildings, real or personal property, or other non-cash consideration.

patentable, produced by any person to whom this policy is applicable shall belong to the University, with the exception of software which constitutes Technology Enhanced Course Materials governed by Board Policy 210.2. Revenues generated by the commercialization of Research Data may be shared with the Authors or Inventors according to Section I.F of this policy or on other terms as set by the University in its sole discretion. Revenues generated by the commercialization of computer software shall be shared with the Authors/Inventors according to Section I.F of this policy. Computer software produced on an Author's own time or through permissible consulting activities and without the use of facilities owned, operated, or controlled by the University shall belong to the Author and all rights thereto may be retained or assigned by the Author.

3. Transfer of Research Data outside of the University and to other academic institutions shall be in compliance with campus and unit policies and procedures.

4. It shall be the responsibility of the Author or creator to notify the University of the development of all commissioned Works, University Works and computer software.

K. Tangible Research Property

1. Distribution of Tangible Research Property developed by the University may be made promptly and openly to other scientists for non-commercial scientific research unless such distribution is inappropriate for reasons such as safety, the need to more fully characterize or develop the Tangible Research Property before distribution, or incompatibility with other contractual obligations. Such distribution outside the University is subject to an agreement by the recipient not to engage in commercial use or further transfer of the Tangible Research Property. Further limitations on subsequent use, such as requiring recipients to follow specific research or handling protocols for biological materials, may also be appropriate. Costs of distribution of Tangible Research Property to research colleagues may be recovered from the recipient.

2. Tangible Research Property with potential commercial value may be made available for noncommercial research use to the extent that such noncommercial research use does not diminish its value or inhibit its commercial development.

3. If the Tangible Research Property was developed under Sponsored Research or was obtained from third parties through a material transfer or other agreement, the Office of General Counsel should be consulted regarding contractual obligations with respect to the Tangible Research Property before it is distributed outside the University.

4. Commercial distribution of Tangible Research Property should be coordinated through the appropriate TLO where the Tangible Research Property may be the subject of intellectual property protection, the Tangible Research Property has potential commercial value, or the Inventor or Author wishes to control subsequent use. Any distribution agreement shall contain provisions covering the terms under which the Tangible Research Property may be used and limits on the University's liability for the property or products derived therefrom and other customary license agreement terms including those relating to any intangible

property rights (such as patents) which also may be associated with the use of the Tangible Research Property.

II. Patent and Copyright Policy Administration

A. University Patent and Copyright Committee

When requested by the Chancellor of a campus or the chief executive officer of a unit of the University, the President shall appoint a University Patent and Copyright Committee of nine (9) members with one (1) representative from each of the five (5) four-year campuses, the Medical Sciences campus and the Division of Agriculture and a single representative agreed upon by a consensus of the two-year campuses and other units of the University. The specific representative of the two-year campuses and other units of the University may be selected on a rotating basis with a limit on the number of consecutive annual terms that a person from any one of such entities may serve. The General Counsel shall serve as legal advisor to the Committee. A chairman shall be elected from among the membership of the Committee. The Committee shall meet upon the request of the chairman or the President. The Committee shall be responsible for:

1. Reviewing the operation of the University Patent and Copyright Policy and proposing policy changes if needed;
2. Reviewing proposed exceptions to the established policy;
3. Resolving issues referred by campus patent and copyright committees;
4. Advising the President on patent and copyright policy matters as requested.

B. Campus Patent and Copyright Committees

1. Each campus of the University may establish a committee composed of faculty and staff which will be responsible for implementing the University Patent and Copyright Policy on the particular campus. Any campus which has received less than five (5) Invention Disclosures during a fiscal year may request assistance from a committee that has been established on any other campus. The committee, if established, shall consist of no less than five (5) members, appointed by the Chancellor or chief executive officer and shall meet no less than on a quarterly basis. A chairman shall be elected from among the membership of the committee.
2. For the Fayetteville campus only, the committee, if established, will be composed of no less than eight (8) members; three (3) of which shall be appointed from the Division of Agriculture by the Vice President for Agriculture.
3. In matters of a substantive legal nature, the committees will seek the advice and assistance of the General Counsel.

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C. General Responsibilities

The committee will have the general responsibility of:

1. Reviewing Invention Disclosures submitted to the University for patenting consideration;

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2. Evaluating Inventions for patentability, as well as scientific merit and practical application;
3. Appointing *ad hoc* technical subcommittees to assist the committee in evaluating Inventions;
4. Seeking University approval of outside technical assistance in evaluating Inventions;
5. Determining patent or related property rights or equities held by the University in an Invention or Work;
6. Providing scientific and technical assistance to approved patent management organizations to achieve the realization of full benefits of University Inventions that have commercial potential;
7. Seeking initial resolution of campus disputes relating to rights in Inventions and Works; and
8. Reviewing Works (including computer software) submitted for copyright consideration.

D. Committee Procedure

Normally, within thirty (30) days of the receipt of an Invention Disclosure, the committee will submit to the Chancellor or other chief executive officer or the Vice President for Agriculture its recommendation regarding the disposition of an Invention. Such recommendation shall be forwarded within ten (10) days of receipt to the President. In most instances, the recommendation will consist of one of the following:

1. University should proceed to secure a patent or register a copyright or a trademark;
2. The matter should be submitted to a patent management organization with which the University has a contract for review, report, and possible management by the patent management organization;
3. Negotiations should be entered into with industry whereby continued research and development within the University will be funded pursuant to contract with a corporation or firm which would receive certain rights regarding the Invention in return for Revenue or, under limited circumstances, an assignment in return for payment of additional sums; or
4. Commercial or education values involved are so slight and/or incompatible with the interests of the University as to indicate that the University should relinquish any property interest to the Inventor or Author or his/her assigns.

E. Alternative to Campus Patent and Copyright Committees

As an alternative to the establishment of a Campus Patent and Copyright Committee, the Chancellor of a campus may establish a technology licensing office (TLO) which may assume some or all of the duties and responsibilities of the committee or may transfer some or all of such duties and responsibilities from an existing committee to a TLO. Additionally, consistent with II.D.2 above, the Chancellor may contract with a patent management organization to assume the duties and responsibilities of the Campus Patent and Copyright Committee or a TLO.

August 15, 2019

TO MEMBERS OF THE BOARD OF TRUSTEES:

Dear Trustees:

Consistent with our efforts to update policies and procedures that are outdated or in need of amendment due to external changes to laws and regulations, enclosed is a copy of Board Policy 240.1, *Development of Campus Parking and Traffic Fees and Regulations*, which we are proposing for deletion. Act 256 of 2019 removed a requirement that governing boards promulgate rules on campus parking policies and instead simply requires that institutions post such policies online or in print. Therefore, the policy is no longer necessary.

I recommend approval of the deletion of the policy. A proposed resolution for your consideration is as follows:

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS THAT the Board hereby rescinds and
deletes Board Policy 240.1, *Development of Campus Parking and Traffic
Fees and Regulations*.

Sincerely,



Donald R. Bobbitt
President
Charles E. Scharlau Presidential Leadership Chair

Attachment

DEVELOPMENT OF CAMPUS PARKING AND TRAFFIC FEES AND REGULATIONS

Parking fees applicable for each campus of the University of Arkansas shall be approved by the Board of Trustees. The Chancellor of each campus shall recommend such fees through the President to the Board of Trustees.

Other campus vehicle, traffic, and parking rules and regulations shall be determined and administered by the Chancellor of each campus after consultation with faculty, staff, and students through such procedures as the Chancellor establishes. The Chancellor shall recommend such rules and regulations to the President for review and approval and the President shall, in turn, place such rules and regulations on the agenda for consideration by the Board of Trustees. After Board approval, each Chancellor shall file the regulations affecting the respective campus with the Secretary of State in accordance with Act 328 of 1967.

May 3, 1991 (Revised)

February 19, 1982

August 15, 2019

TO MEMBERS OF THE BOARD OF TRUSTEES:

Dear Trustees:

Consistent with our efforts to update Board Policy due to external changes to laws and regulations, enclosed is proposed new Board Policy 1730.1, *Intercollegiate Athletics Integrity Policy*, on prohibited activities related to sports wagering. With the passage of a new state constitutional amendment in the 2018 general election that legalized sports betting in Arkansas, the proposed policy provides rules regarding prohibited activities of certain university officials, employees, volunteers and designated individuals in terms of sports wagering involving University of Arkansas System institutions. Much of the policy mirrors NCAA rules related to sports wagering.

I recommend approval of the new policy.

Sincerely,



Donald R. Bobbitt
President
Charles E. Scharlau Presidential Leadership Chair

Attachment

RESOLUTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT Board Policy 1730.1, *Intercollegiate Athletics Integrity Policy*, is hereby adopted and approved effective immediately:

BOARD POLICY

1730.1

INTERCOLLEGIATE ATHLETICS INTEGRITY POLICY

I. Purpose.

The following policy is adopted for the express purpose of protecting the integrity of all sporting events involving any University of Arkansas System institution.

II. Prohibited Activities Related to Collegiate Sports Wagering

A. Wagering on University Sporting or Athletic Events. The following individuals shall be prohibited from wagering on any collegiate sporting or athletic event involving a University of Arkansas System institution: (a) all University trustees and senior System and campus administrators; (b) all full-time and part-time University athletic department employees and volunteers, which may include without limitation, athletic administrators, staff, coaches, trainers, managers, medical or healthcare providers, analysts, academic support personnel, and athletics-related graduate assistants; (c) all sports or athletic officials associated with a University sporting or athletic event, which may include without limitation, any referee, umpire, linesman, judge, and score keeper, or the athletic governing body overseeing the University sporting or athletic event, e.g. NCAA, athletic conference and/or association; (d) any person otherwise identified by the University who is in a position to exert authority or influence over a University team, coach, student-athlete or other participant related to a University sporting or athletic event, or who has access to non-public confidential information about a team, coach, student-athlete or other participant in a University sporting or athletic event, which may include without limitation, a relative, guardian, administrator, supervisor, law enforcement officer, investigator, teacher, instructor, tutor, agent, attorney, handler, caretaker, adviser, counselor, consultant, therapist, mentor, clergy, or other authority figure or confidant.

Further, all University employees, students, and volunteers directly associated with a team, a student-athlete or other participant in a University sporting or athletic event shall be prohibited from wagering on that University sporting or athletic event.

B. Undue Influence or Exploitation of Student-Athletes. All University trustees, officials, employees, students, and volunteers are strictly prohibited from exerting, attempting to exert, or conspiring to exert, authority or influence over any student-athlete or other participant in an attempt to manipulate an outcome within a University sporting

or athletic event or the final outcome of any University sporting or athletic event, in relation to gambling.

C. Dissemination of Confidential Information for Gambling Purposes. All University trustees, officials, employees, students, and volunteers are strictly prohibited from disseminating, utilizing, or permitting others to disseminate or utilize, non-public confidential information regarding a University student-athlete or athletic team for the purposes of gambling.

D. University Policies and Procedures. Each University of Arkansas System institution with an athletic program shall develop policies and procedures to assure compliance with the requirements of this policy; the bylaws, rules, and regulations of the institution's governing athletic conference and/or association; and all applicable state and federal laws related to the prohibited activities stated in this policy. Such policies and procedures shall be reviewed by the Office of General Counsel. In conjunction with developing appropriate policies and procedures, each institution shall:

1. Publication of Campus Policies. Publish and disseminate its policies related to the prohibited activities stated in this policy and the procedures for reporting incidents, including any violations of this policy, state or federal law, or NCAA bylaws, including without limitation unlawful wagering or improper dissemination of information, exploitation of student-athletes, bribery, point shaving, or match fixing.

2. Notices. Publish an annual notice of its policies and procedures to assure compliance with the requirements of this policy. The notice shall be included, without limitation, on athletic department and campus websites and in any student, faculty, and staff handbooks or similar publications, as well as any other appropriate means of dissemination. The notice must state the potential sanctions identified for violation of this policy. The notice shall also include the contact information for the Athletic Compliance Department to report violations of this policy. Each institution may include other information in the notice that may be helpful to compliance with this policy.

3. Education. Educate all student-athletes and athletics-related employees on the requirements of this policy; the bylaws, rules, and regulations of the institution's governing athletic conference and/or association; and all applicable state and federal laws related to the prohibited activities stated in this policy. Education should also include the institution's policies and procedures for reporting violations of this policy.

4. Sanctions. Establish appropriate disciplinary sanctions for violations of this policy. Violation of this policy by students attending a University of Arkansas System institution shall result in discipline, up to and including suspension and/or expulsion as determined appropriate by each University of Arkansas System institution. Violation of this policy by University officials,

employees, graduate assistants, or volunteers shall result in discipline up to and including termination for cause as determined appropriate by each University of Arkansas System institution.

5. Agreements with Vendors and Affiliate Organizations. Make reasonable efforts to incorporate the following provisions into all University agreements with athletics-related affiliate organizations or for athletics-related products or services: (a) the right of the University to terminate for a material violation of the bylaws, rules, or regulations of the institution's governing athletic conference and/or association, or any applicable state and federal laws regarding sports wagering on collegiate athletic events or the dissemination of confidential information for gambling purposes, committed by any officer, employee, or agent of the vendor or affiliate organization; and (b) agreement to indemnify and hold the University harmless for any violation of such bylaws, rules, regulations or laws by any officer, employee, or agent of the vendor or affiliate organization.

August 21, 2019