

**REGENTS' POLICY**  
**PART X – ACADEMIC POLICY**  
**Chapter 10.07 - Research, Scholarship and Creative Activity**

**P10.07.010. Role of Research, Scholarship and Creative Activity.**

- A. In recognition of the importance of research, scholarship, and creative activity as central to its mission, and as a service to the community, the University of Alaska will require a commitment to research, scholarship, or creative activity as appropriate to each faculty member's performance assignment.
- B. The university will foster an environment supportive of conducting research, scholarship, and creative activity and broadly disseminating its results in the tradition of academic freedom and its corresponding responsibilities. Publication and dissemination of the results of research projects will be accomplished without excessive or inappropriate prohibitions. Research techniques will not violate established professional ethics pertaining to the rights and welfare of human subjects or the infliction of pain or injury on animals.
- C. The allocation of space, facilities, funds, and other resources for these activities will be based on the scholarly and educational merit of a proposal and the appropriateness of the work to the mission of the MAU where it will be conducted.

(04-19-96)

**P10.07.020. Sponsored Projects Submittal and Acceptance.**

- A. To strengthen its ties with government, industry, the community, and other academic institutions, the university will engage in activities sponsored by external entities. Such sponsored research, scholarship or creative activity will be conducted in accordance with regents' policy, university regulation, applicable laws and regulations, and MAU rules and procedures.
- B. Since sponsors may operate within a proprietary or classified environment while universities function on the principle of free inquiry and open expression, the president will promulgate university regulation for collaborative work which facilitate beneficial arrangements with sponsors and protect the basic tenets of universities.
- C. All proposed sponsored projects will be reviewed for constraints on disclosure and dissemination of the results of the work. After review of the proposed project and review of the constraints on disclosure and dissemination of the results of the work, the chancellor or chancellor's designee may approve entering into contractual agreements for classified or proprietary work under governmental or private sponsorship.

- D. Faculty members and graduate students may conduct classified or proprietary research that has been approved by the chancellor, but theses or dissertations that cannot be published or disseminated because of classified or proprietary research will not be accepted in satisfaction of degree requirements.

(04-19-96)

**P10.07.030. Security Clearances.**

Persons who must have access to classified information shall be required to obtain a security clearance prior to gaining access, and shall be required to maintain eligibility for security clearance throughout the time when access is needed. All persons not cleared shall be denied access to classified information.

(04-19-96)

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

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

(04-19-96)

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

The president will promulgate university regulation to encourage and support intellectual activity by employees and students, and will detail rights and obligations concerning inventions, patents, copyrights, trademarks and other intellectual properties developed as a result of university support.

(06-20-97)

**P10.07.060. Misconduct in Research, Scholarly Work and Creative Activity in the University.**

- A. The research, scholarship, and creative activity of the university will be conducted in compliance with applicable laws and regulations. Instances of alleged or apparent misconduct in research, scholarly work, or creative activity will be promptly evaluated and resolved. Misconduct includes fabrication, falsification, plagiarism, or other practices that deviate from ethical standards and commonly accepted within the academic and scientific community for proposing, conducting, or reporting research, scholarly work, or creative activity. Unintentional error or good faith differences in analysis, interpretation, or judgments of data will not be considered to be instances of misconduct.

- B. Appropriate disciplinary actions, including dismissal for cause, will be taken against any person who commits misconduct in research, scholarly work, or creative activity. An academic degree will be denied to someone who commits misconduct in scholarly work or creative activity if the misconduct contributed to that degree. When warranted, an earned degree will be revoked when misconduct is established after the award of the degree.
  
  - C. The president will promulgate university regulation to provide an exclusive review process for investigating allegations of misconduct in research, scholarly work, or creative activities and for taking appropriate personnel action.
- (04-19-96)

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

The university will respect and protect the health, safety, and rights of individuals participating in research projects. All human subjects will be afforded the opportunity for informed consent prior to participating in university research. Actions of the university will conform to applicable laws and regulations regarding research on human subjects. The president will promulgate university regulation to implement this policy and ensure that appropriate procedures are undertaken to protect the rights and welfare of human subjects in research.

(04-19-96)

**P10.07.080. Agreements with External Academic and Research Entities.**

In addition to grants, contracts, and purchase orders that govern the conduct of funded research, education, and services provided by and to the university, units of the university may enter into agreements with one or more external parties. These may take a variety of forms, including Memoranda of Agreement or Understanding, Cooperative Research and Development Agreements, Cooperative Agreements, and agreements to participate in the activities of external entities in accordance with their governance rules or by-laws.

(12-08-05)

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

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

- A. In accordance with Regents’ Policy 10.07.020, the University of Alaska will collaborate with external sponsors of classified or proprietary research when the relevant MAU chancellor or designee determines in writing that such collaboration is beneficial to national, state, or local, as well as university interests, and that such research can be conducted while protecting the basic tenets of universities. This determination shall be made in accordance with the procedures set forth in this regulation.
- B. Classified or proprietary research is subject to Regents’ Policy, University Regulation, laws, regulations, and MAU rules and procedures applicable to research, provided, however, that the determination required by part A of this regulation, and any approvals related to the status of research as classified or proprietary, shall be subject solely to the process established by this regulation, and provided further that classified or proprietary research shall not by virtue of this regulation be subject to any policy, regulation or procedure that would require or result in unauthorized disclosure of classified or proprietary information.
- C. Approval Process
1. When required - Approval of the relevant MAU chancellor or designee must be obtained before:
    - a. Submission of a grant application or execution of a contract involving classified or proprietary research;
    - b. Expansion of the scope of existing sponsored research or contract to include classified or proprietary research; or
    - c. Material expansion of approved classified or proprietary research or contracts.
  2. Upon receipt of a request for approval, the chancellor or designee shall consult with the president or designee prior to initiating further review.
  3. An MAU which intends to engage in classified or proprietary research shall have a standing advisory committee. Alternatively, the MAU chancellor may designate a standing advisory committee at another MAU for this purpose. To the extent determined feasible by the chancellor, the committee shall review requests for approval and advise the chancellor. Ex officio members of MAU advisory committees shall include the vice president for Academic Affairs or designee, and the MAU vice provost for research or designee, or in the event that position or equivalent does not exist at the MAU, the provost or designee. The chancellor will appoint up to three tenured faculty members to the committee.

4. Individuals participating in the review and approval process for classified research must have appropriate security clearances to serve in the capacity indicated.
5. In determining whether to recommend or approve such research, the committee and the chancellor or designee shall consider the extent to which the proposal, grant, contract, or assignment:
  - a. Limits the publication or dissemination of results;
  - b. Advances important national, state or local interests;
  - c. Impacts public safety, the environment, or University security;
  - d. Entails substantial scholarly, scientific or educational benefits;
  - e. Impacts the academic environment of the University;
  - f. Provides an opportunity for substantial public service;
  - g. Impacts student or faculty participation or advancement;
  - h. Involves unique University capabilities;
  - i. Strengthens long term ties with government, industry and the community;
  - j. Entails unique security costs or considerations, poses difficulties in meeting the requirements imposed, or raises issues regarding allocation of costs and benefits;
  - k. Involves facilities provided by the granting agency;
  - l. Conflicts with other commitments of the University;
  - m. Could be accomplished using alternative means; and;
  - n. Involves other considerations of which the chancellor should be aware.
6. After considering any recommendations of the advisory committee, the chancellor shall make a written determination in accordance with this regulation.
7. The advisory committee and the chancellor shall maintain records of all classified and proprietary research that is reviewed. These records shall set forth only the general nature of the research, a summary of the committee recommendation, and the chancellor's determination. These summaries shall not include classified or proprietary information, and shall be available to the public to the extent allowed by law.

#### D. Definitions

1. Classified Research – Research conducted with or on behalf of a government agency, or service provided to or on behalf of a government agency, that will require government-issued security clearances for participation.
2. Proprietary Research – research or services subject to a sponsorship agreement or contract which prohibits dissemination of information or delays publication or dissemination of results, or permits the sponsoring agency to prohibit or delay publication or dissemination of results, for more than 90 days after submission of the final report.

- E. Nothing in this regulation is intended to create, extend, or support an obligation of any kind enforceable against the university in an administrative or legal proceeding.

(02-03-05)

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

##### A. Introduction

This regulation is adopted to encourage and support creative activity by employees and students for the public benefit and will be deemed to be a part of the conditions of employment of every employee of the university and a part of the condition of enrollment and attendance at the university for every student.

##### B. Administration

1. All matters relating to inventions, patents, copyrights, trademarks and other intellectual properties in which the University of Alaska is in any way concerned will be administered by the president of the university or such person as the president may designate.
2. The university president may appoint a director of Intellectual Property and Licensing to serve as the president's designee in executing all activities pertaining to all university intellectual property. The director will be empowered, with the approval of the president, to:
  - a. Waive university rights to an invention or other intellectual properties;
  - b. Submit patent, copyright, trademark and license applications on behalf of the university and/or the author(s) or inventor(s);
  - c. Obtain copyrights, trademarks and patents on behalf of the university and/or the author(s) or inventor(s);
  - d. Grant licenses on behalf of the university;
  - e. Promote university intellectual property to Alaska firms to provide opportunities for Alaskan economic development;
  - f. Purchase licenses for non-university copyrighted material or patented inventions for university use and/or sub-license;
  - g. Grant use of copyrighted materials and patented inventions;
  - h. Execute on behalf of the university and/or the inventor(s) any agreements as may be appropriate;

- i. Obtain and maintain requisite documentation as necessary in all matters concerning the management of intellectual properties;
  - j. Execute royalty division agreements with the inventor(s) or author(s) on behalf of the university.
  - k. Seek out and recommend appropriate patent management and license marketing organizations, recommend to the president working contracts between such organizations and the university and transmit reports of invention(s) to such organizations;
  - l. Assure appropriate involvement of the inventor(s) in licensing and other commercial development activities;
  - m. Promote the marketing of university-trademarked products;
  - n. Receive, account for, and properly disperse all proceeds received pursuant to this policy;
  - o. Facilitate communication between all parties involved, and enforce the terms and conditions of these regulations; and
  - p. Prepare and submit an annual report on the university patent, copyright, trademark and license activities and finances to the president and the chancellors and prepare such other reports and perform such other functions as may be requested by the president.
3. The president will appoint an Intellectual Property Committee. The committee will be composed of the director of Intellectual Property and Licensing and five members from the university faculty, and with the university general counsel serving as an ex-officio member. The members will serve at the pleasure of the president, with the normal term of appointment to be staggered 3-year terms. All members will serve without additional compensation. The president will appoint a member to serve as chair.
4. The Intellectual Property Committee will have the following responsibilities:
- a. To support, promote and encourage university personnel in the development of copyrightable and patentable intellectual properties, to promote the patenting of inventions and to encourage personnel in the creation of intellectual property.
  - b. To evaluate inventions and discoveries for patentability, and, where desirable, to consult such expertise as the committee may require to examine the merits of each potentially patentable invention.

- c. To recommend to the president or president's designee applications for patents.
- d. To recommend to the president or president's designee the patent and related rights or equities held by the University of Alaska in an invention, and to review agreements with cooperating organizations, with respect to patent rights or equities.
- e. In the absence of overriding obligations to outside sponsors of research, recommend to the president or president's designee the release of patent rights to the inventor(s) in those circumstances where the university elects not to file a patent application and where no further research or development of that invention will be conducted involving university support or facilities. The university's decision not to elect to file a patent application will be made within a period not to exceed 90 days from the date of first submission of the inventor(s)' written statement of disclosure of an invention to the Intellectual Property Committee. In the event the university determines to not file a patent application or otherwise protect an invention, or fails to do so within 90 days of disclosure, or to discontinue efforts at marketing, upon request from the inventor, the university will, to the extent allowed by the federal government or other research sponsor, make reasonable efforts to release the invention to the inventor.
- f. To recommend to the president or president's designee licenses and related agreements entered into with other parties concerning patent and related property rights held by the university.
- g. To review the procedures for the collection of royalties and fees and their distribution, and make recommendations to the president or president's designee for modification of procedures.
- h. To review situations of possible infringement of patent rights held by the university, and in association with the Office of the General Counsel, to recommend to the president or president's designee negotiations, litigation, and settlement of matters arising therefrom.
- i. To assist university officers in negotiating with cooperating organizations concerning prospective rights to patentable inventions or discoveries made as a result of research carried out under grants, contracts or other agreements to be funded in whole or in part by such cooperating organizations, and assist university offices in negotiating institutional patent agreements or other agreements with federal agencies or other organizations regarding the disposition of patent rights.



- j. To recommend to the president or president’s designee appropriate exemptions from the agreement to assign inventions and patents to the university.
- k. To make such reports and recommendations to the president as the president may direct.

C. Inventions and Patents

- 1. The assignment of inventions and patents to the university, except for those resulting from permissible activities outside of university employment without the use of university facilities, will be mandatory for all university personnel, for persons not employed by the university but who use university facilities in the development of intellectual property, and for those who receive grant or contract funds through the university.

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

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

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

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

Distribution of the inventor's share will be made no less than annually. In the event of any litigation, actual or imminent, or any other action to protect patent rights, the university may withhold distribution of all royalty proceeds until resolution of the matter. Of the remaining net proceeds, the share will be distributed as determined by the president.

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

#### D. Copyrights

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

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

2. The president or president's designee will be responsible for the administration of the university copyright regulation and for securing copyrights in the name of the university. Revenues received through the licensing of copyrights will be shared with the author as follows: 50 percent to the author, 50 percent to the university on all proceeds. Exceptions to the above may be granted by the president in consultation with the Intellectual Property Committee.
3. Ownership and disposition of copyrightable material: copyright ownership and the rights thereof are terms defined by federal law. The university believes that its copyright regulation objectives will best be attained within the context of the federal law by defining the equities of ownership of copyrightable material in terms of the following categories. Copyright ownership of all materials, which are developed with the use of university facilities, will reside with the university, except as follows:

- a. The university will not assert ownership of copyrightable materials produced by faculty members as a part of their normal teaching and scholarly activities at the university and which do not result from project specifically funded in whole or in part by the university or by a sponsor of the university.
- b. Copyright ownership of all materials which are developed in the course of, or pursuant to, sponsored research or other agreement(s) will be determined in accordance with the terms of those agreement(s) or, in the absence of such terms, the copyright will be the property of the university.
- c. Copyrighted materials not within the provisions of categories “a” and “b” above will be the property of the university, except for theses; however, the author(s) of theses must, as a condition of a degree award, grant royalty-free permission to the university to reproduce and publicly distribute copies of the thesis.

#### E. Trademarks

All trademarks are the exclusive property of the university. No steps will be taken by university personnel for securing trademarks by usage or registration with respect to any university products resulting from the university’s scholarly, research, athletic or other activities, except with the approval of the president or president’s designee after consultation with the director of Intellectual Property and Licensing. Applications for trademarks will be made on behalf of the university by the president or president’s designee. Revenues received through the licensing of trademarks will be shared as determined by the president after consultation with the Intellectual Property Committee.

#### F. Other Intellectual Property

Other forms of intellectual property, including those which may emerge in the future, will be administered by the president or president’s designee after consultation with the Intellectual Property Committee in accordance with the regulations governing the university’s interests in inventions, patents, trademarks and copyrights.

#### G. Definitions

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

Author - University personnel, singly or as a group, who produce written, visual or recorded materials.

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

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

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

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

Trade Secret - Any information, device, method, formula, etc., whether or not copyrightable or patentable, which is not generally known or accessible apart from the university, and which gives competitive advantage to its owner.

Trademarks - Distinctive marks of authenticity such as words, letters, symbols, designs, etc., identifying the source producer or distributor of goods or services.

University Facilities - All university buildings, laboratories, classes, equipment and/or supplies, excluding libraries.

University Personnel - Part-time, full-time, visiting and volunteer members of the faculty, staff, and all other agents and employees, undergraduate and graduate students, and postdoctoral fellows of the university.

Written Materials - All literary, dramatic and musical material or works, and all other works such as lab manuals, study guides and architectural designs published or unpublished, copyrighted or copyrightable at any time under the Federal Copyright Act as now existing or hereafter amended or supplemented.

(02-03-05)

#### **R10.07.060. Misconduct in Research, Scholarly Work and Creative Activity in the University.**

*Note: This regulation is under examination for possible changes. Should there be a real or perceived conflict between it and current Regents' Policy, Regents' Policy will prevail.*

##### **A. Definitions**

1. "Inquiry" means information gathering and initial fact-finding to determine whether an allegation or apparent instance of misconduct warrants an investigation.
2. "Investigation" means the formal examination and evaluation of all relevant facts to determine if misconduct has occurred.

3. "Misconduct" includes fabrication, falsification, plagiarism, or other practices that deviate from ethical standards and practices commonly accepted within the academic and scientific community for proposing, conducting, or reporting research, scholarly work, or creative activity. Honest error or honest differences in analysis, interpretation or judgments of data will not be considered to be instances of misconduct. (06-21-96)
4. "University resources" include all funds, gifts, grants or contracts administered by the University; all applications for such funds, gifts, grants or contracts; and University facilities, equipment and personnel.

## B. Inquiries

1. All allegations or other evidence of possible misconduct for the individual units shall be directed to the designated university officials for their respective units:
  - a. University of Alaska Anchorage - Provost;
  - b. University of Alaska Fairbanks - Provost;
  - c. University of Alaska Southeast - Provost; and
  - d. University of Alaska Statewide - Assistant Vice President for Academic Affairs.
2. Upon the receipt of an allegation or other evidence of possible misconduct, the designated university official receiving the matter shall initiate an inquiry by advising the researcher accused of misconduct of the allegation or evidence and by appointing not less than 3 nor more than 5 persons to conduct the inquiry. The persons appointed to the inquiry panel shall be generally knowledgeable in the subject matter of the type of research under review and shall be able to render an impartial judgment concerning the allegation.
3. The inquiry panel shall, to the maximum extent possible, protect the privacy of those who in good faith report apparent misconduct and afford the affected individual(s) confidential treatment. The affected individual(s) shall be advised of all meetings of the inquiry panel and shall be permitted to attend such meetings, be accompanied by an advisor of his or her choosing, and shall be offered an opportunity to comment on the evidence prior to the preparation of a report. An advisor shall be permitted to assist the affected individual(s); however, the advisor shall not be permitted to address the inquiry panel, unless, in the judgment of the panel, the opportunity of the affected individual(s) to present that person's case would be seriously affected by not permitting the advisor to speak.
4. Within 60 days of the initiation of the inquiry, unless circumstances warrant additional time, the inquiry panel shall prepare a written report stating what evidence was reviewed, summarizing relevant interviews and stating its conclusions. The individual(s) against whom the allegation was made shall be given a copy of the report and afforded not less than five (5) working days to respond. If the individual(s) responds in writing, that response shall be made a part of the record. If the inquiry exceeds 60 days, the report shall include an

explanation for exceeding the 60-day period. The record of the inquiry shall be maintained by the designated university official for not less than three (3) years from its completion.

5. If the inquiry panel determines that there is no reasonable likelihood that misconduct has occurred and the designated university official concurs in the determination, the matter shall be dismissed in writing by the designated university official.

### C. Investigations

1. If the designated university official determines that the findings of the inquiry panel provide sufficient basis to conclude that there is a reasonable likelihood that misconduct may have occurred, an investigation shall be undertaken within 30 days of the completion of the inquiry.
2. The designated university official shall initiate the investigation by advising the individual of the decision and by appointing not less than 5 nor more than 7 individuals possessing appropriate expertise to conduct an evaluation of the evidence. Persons possessing a real or apparent conflict of interest shall not serve. The affected individual(s) shall be afforded not less than three (3) days after the appointment of the investigation panel to seek the removal of any panel member because of an alleged conflict of interest. Such request for removal shall be submitted to the designated university official who shall decide whether removal is appropriate.
3. The investigation will normally include examination of all documentation, including, but not limited to, relevant research data and proposals, publications, correspondence and memoranda of telephone calls. Whenever possible, interviews shall be conducted of all individuals involved, either in making the allegation or against whom the allegation is made, as well as any other individual(s) who might have information regarding key aspects of the allegations. The investigation panel shall make complete summaries of the interviews, provide them to the interviewed party for comment or revision and include them as a part of the investigatory file. The affected individual(s) shall be advised of all meetings of the investigation panel and shall be permitted to attend such meetings, ask questions of persons being interviewed, present evidence and testimony on his or her own behalf, and be accompanied by an advisor of his or her choosing. An advisor shall be permitted to assist the affected individual(s); however, the advisor shall not be permitted to address the investigation panel, unless, in the judgment of the panel, the opportunity of the affected individual(s) to present that person's case would be seriously affected by not permitting the advisor to speak.
4. Within 100 days of the initiation of the investigation, the investigation panel shall prepare a written report stating how the investigation was conducted, how and from whom information was obtained relevant to the investigation, the findings,

the basis for the findings, and the actual text or an accurate summary of the views of any individual found to have engaged in misconduct. This report shall include any comments of the affected individual(s) of the investigation concerning the report.

5. If the investigation panel determines that there is insufficient basis to determine by a preponderance of the evidence that misconduct has occurred, the matter shall be dismissed in writing by the designated university official. To the extent he or she can be identified, the person(s) who reported the allegation should be provided with the portions of the report that address his or her role and opinions in the investigation.
6. In the event no misconduct is found, the designated university official shall initiate efforts to restore the reputation of the person(s) alleged to have engaged in misconduct. Such efforts shall include, where applicable, notification to all inquiry and investigation panel members, all persons who were interviewed in any proceeding, any person who filed an allegation of misconduct and all other colleagues and journals whose research or publications were at issue in the course of the proceeding.
7. If the investigation panel determines that a preponderance of the evidence supports a conclusion that misconduct has occurred, the designated university official shall recommend to the appropriate chancellor or president an appropriate sanction or discipline, which may include termination. The affected individual(s) shall be advised of the recommendation and shall be afforded an opportunity to indicate to the chancellor or president in a meeting or in writing, or both, why the proposed action should not be taken. The chancellor or president shall then finally determine the appropriate sanction.

#### D. Notification of External Agencies

1. In cases where the alleged misconduct involves a research-related grant or cooperative agreement under the Public Health Services Act, the following notifications shall be made.
  - a. The designated university official shall notify the Office of Scientific Integrity in the Office of the Director of the National Institute of Health within 24 hours of obtaining any reasonable indication of a possible criminal violation.
  - b. The designated university official shall notify the Director of the Office of Scientific Integrity of the decision to initiate an investigation on or before the date the investigation begins. The notification should include the name of the person(s) against whom the allegation(s) has been made, the general nature of the allegation, and the Public Health Service application or grant number(s) involved.

- c. The designated university official shall keep the Office of Scientific Integrity apprised of any developments during the course of the investigation which disclose facts that may affect current or potential Department of Health and Human Services funding for the individual(s) under investigation or that the Public Health Services needs to know to ensure appropriate use of federal funds and otherwise protect the public interest.
  - d. The designated university official shall notify the Office of Scientific Integrity if the university plans to terminate an inquiry or investigation for any reason without completing all relevant requirements set forth in 42 CFR 50.103(d) by submitting a report of such planned termination, including the reason for such termination.
  - e. The designated university official shall submit the final report of the investigation to the Office of Scientific Integrity within 120 days of its initiation. If the report cannot be completed within the time limit, the designated university official shall submit to the Office of Scientific Integrity a written request for an extension and an explanation for the delay that includes an interim report of the progress to date and an estimate of the date of completion of the report and other necessary steps to be taken.
  - f. The designated university official shall notify the Office of Scientific Integrity when it is determined that:
    - (1) there is an immediate health hazard involved;
    - (2) there is an immediate need to protect Federal funds or equipment;
    - (3) there is an immediate need to protect the interests of the person(s) making the allegation or of the individual(s) who is the subject of the allegation, as well as that person's co-investigators and associates, if any; or
    - (4) it is probable that the alleged incident is going to be reported publicly.
2. In cases where the alleged misconduct involves awards from the National Science Foundation, the following notifications shall be made.
- a. The designated university official shall notify the National Science Foundation immediately if an inquiry supports a formal investigation and shall keep the National Science Foundation informed during the investigation.
  - b. The designated university official shall notify the National Science Foundation when it is determined that:



- (1) the seriousness of the apparent misconduct warrants notification;
  - (2) immediate health hazards are involved;
  - (3) the National Science Foundation's resources, reputation, or other interests need protecting;
  - (4) Federal action may be needed to protect the interests of a subject of the investigation or of others potentially affected; or
  - (5) the scientific community or the public should be informed.
3. In cases where the alleged misconduct involves awards subject to notification requirements concerning misconduct related to that research, the notice requirements of the award shall be observed.

E. General Provisions

1. Once an inquiry or investigation has been initiated, it is expected that it will be completed with all issues pursued diligently. A decision to terminate an inquiry of investigation short of a final determination may only be made by the appropriate chancellor or president.
2. This Regulation constitutes the exclusive review process for matters of alleged misconduct in university research and no decision arising from this regulation shall be subject to any other university review procedure, except for the discipline to be applied as a result of a finding of misconduct, which shall be subject to the appropriate Policy and Regulation.
3. The designated university official shall take such administrative action during a pending inquiry and investigation as may be appropriate to protect university resources.
4. Any person who in good faith alleges misconduct by another person shall not be subject to retaliation either by the university or by the person against whom the allegation is made. Allegations of misconduct not made in good faith shall subject the person making the allegation to disciplinary action.

(06-21-96)

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

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

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

1. any agreement that would permit or require any university resources or employee to be used by an external university, college, or other research entity to perform duties for the external academic or research entity;

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

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

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

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

(12-08-05)