



Candidate Selection Protocol

1. Department chair or department head forwards “Request to Fill A Faculty Position” form, which is sent to provost for approval to launch faculty or librarian search at a specific rank and salary range.
2. Dean will ask department chair or department head to form Search Committee.
3. Search is conducted in conformance with approved procedures of the Affirmative Action Plan and with a genuine effort to develop a diverse applicant pool.
4. Job announcement parallels Faculty Position Advertising Ad Template and is disseminated broadly, using various recruiting strategies.
5. Letters of acknowledgement, along with an Applicant Information Form, are sent to all bona fide applicants.
6. Criteria used in screening applicants are applied uniformly across all applicants in determining an “interview pool.”
7. The department chair or department head and dean approve names and credentials of top candidates prior to the search committee extending invitations for interviews. All expense reimbursement for on-campus interviews conforms to the Human Resources’ regulations.
8. During the interview, a core of similar questions is asked of all candidates. Interviews are conducted according to Equal Employment Opportunity Commission guidelines.
9. The department chair or department head reviews and approves committee recommendations, in accordance with department policy, for the final candidate(s) and passes these on to the dean and provost for review and approval. All formal appointment offers must come from the provost’s office.
10. The Affirmative Action Office maintains and/or is given the following forms to be kept on file: applicant information forms; affirmative action recruitment report; copy of all published advertisements. The hiring department maintains copies of letters of acknowledgement and rejection; interview notes and criteria used in making a selection; applicant resume/credential files, and all other correspondence relative to the search for 5 years.

Request to Fill a Faculty/Librarian Position

Name of (primary) department requesting the position _____
 Names of other departments involved if joint appt: _____

This is a request for (check one)
 a **replacement** for _____ (attach written verification of retirement/resignation)
 a **new or reallocated** position (Dean or Provost must complete box below)

<p>Check One: New position funding plan: _____ _____ Reallocated position PIN NO: _____</p>

Brief description of position including specialty(ies) required or preferred (indicate which):

Anticipated rank (check all that apply): Assistant/Instructor Associate Professor
 Requested Start Date: _____

Summary of responsibilities (check one):
 Standard faculty expectations for rank offered.
 Other (please specify) _____

Experience and education required (check all that apply)
 Doctorate in _____
 Master's degree in _____ Other: _____

Check if the department is requesting the conversion of an existing contractual faculty member or librarian rather than a search to fill this position. If so please attach a curriculum vita of the faculty member or librarian and a brief justification for conversion without a search.

Please attach a brief (approximately one page) justification outlining the need for this position and the criteria used to evaluate the applicants.

Signatures needed:

- 1) _____ _____
 Department Chair/Head Date
- 2) _____ _____
 School Dean Date
- 3) _____ _____
 Provost Date

<p>Human Resources Office Use Only Position Filled by: _____ Title: _____ PIN # _____ Effective Date: _____</p>
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A copy of this signed form should be sent to Human Resources. Except in cases where a conversion of an existing faculty member is being requested, a work order listing advertising locations and position announcement should accompany the form so that H.R. can place the ad in the listed locations and in the SU News.

**FACULTY /LIBRARIAN POSITION ADVERTISING
AD TEMPLATE**

The purpose of the template is to provide a framework useful for writing an effective position advertisement when hiring new faculty or librarian. The objective of the template is to highlight a general format and structure that you can use to fit your particular needs. As a rule of thumb, the full ad should be no longer than 2/3 of an 8 ½ “ by 11” page.

<p><i>Title of Position</i></p> <ul style="list-style-type: none"> • Indicate the rank and discipline being sought. Indicate the terms of employment (i.e., tenure-track with benefits, contractual). Unless otherwise state, faculty positions are entry-level (instructor or assistant profession rank). Indicate beginning date.
<p><i>Key Job Duties</i></p> <ul style="list-style-type: none"> • Indicate the key job duties the candidate will be required to perform. Focus on number and types of classes to be taught, advising responsibilities, research and service requirements, or any essential job function. <ul style="list-style-type: none"> ○ <i>Do not attempt to include every conceivable job duty. Do not include, or at least keep to a minimum, descriptions of desirable but not essential tasks.</i>
<p><i>Minimum Qualifications</i></p> <ul style="list-style-type: none"> • Indicate the minimum level of education, training, experience, or other qualifications necessary to be considered for the job (e.g., Ph.D. in the discipline noting any emphasis in specialty areas). <ul style="list-style-type: none"> ○ <i>Describing qualifications as “necessary” or “highly desirable” is fine, however, try not to include, or keep to a minimum, descriptions of non-essential qualifications.</i>
<p><i>Salary</i></p> <p>Salaries may be described as “competitive and commensurate with experience.” Alternatively, a stated salary range may be listed.</p>
<p><i>Information about Salisbury University – choose brief or long form as needed</i></p> <p>Salisbury University is a selective undergraduate institution within the University System of Maryland. The University is close to ocean beaches and the Chesapeake Bay and 2-3 hours from the metropolitan areas of Washington, Baltimore, Philadelphia, and Norfolk.</p> <p style="text-align: center;">or</p> <p>About the University: Founded in 1925, Salisbury University is one of 13 institutions that compose the University System of Maryland. SU is located on Maryland’s scenic Lower Eastern Shore, close to ocean beaches and the Chesapeake Bay, and 2-3 hours from the metropolitan areas of Washington, Baltimore, Philadelphia and Norfolk. SU has been cited nationally as one of the top ten public regional universities in the North according to U.S. News and World Report, and also has been recognized by the Princeton Review and Kiplinger’s magazine. With a student population of approximately 6,400, SU has a full-time faculty of 271, an annual operating budget of approximately \$74 million, and annual contract and grants revenues of approximately \$3 million.</p>
<p><i>Information for Applicants</i></p> <ul style="list-style-type: none"> • Include a statement about when and how to apply. Describe what should be sent (e.g., curriculum vitae and three references), to whom it should be sent (name and address of search chair and/or HR department), and when review of applications will begin and/or a deadline for applications.
<p><i>EEO/Diversity Statement – include verbatim</i></p> <ul style="list-style-type: none"> • Salisbury University is committed to employment equity and diversity in the workplace. Our employment goals are to create a workforce from a variety of backgrounds and experience that will strengthen the values of a diverse university community. It is the policy of this institution to provide equal employment and educational opportunities without regard to race, color, religion, national origin, sex, age, marital status, handicap, or sexual orientation. Salisbury University is an Affirmative Action/Equal Opportunity employer.

REFERENCE CHECKING GUIDELINES

Why Check References?

Reference checking provides selection committees with information about the applicant's past job performance and knowledge, skills, abilities, and other job-related characteristics. Good reference checking is a difficult task, but a worthwhile one. And it is important to note that you cannot treat letters of reference as substitutes for a reference check. Much of the value in reference checking comes in the form of the unexpected. Typically, references convey important information in what they don't say about a candidate (as opposed to what they do say), in how they say it (where emphasis is placed), and by pointing out what you know to be undesirable (e.g., telling you something they believe to be a strength that would instead be a weakness in your particular position). In the reference checking process, silence from a reference is usually a negative sign. People don't hesitate to speak highly of others thought to be good performers or highly capable individuals. Most references, therefore, would rather say little or nothing than provide statements, which do not support a candidate's abilities.

When to Check References?

It is most useful if reference checks are made prior to extending invitations for campus interviews and prior to making a job offer. It is generally advisable to seek permission from the candidate to check his/her listed references prior to a campus visit invitation. For record-keeping purposes, permission received in writing (i.e., via e-mail or fax) is preferable to verbal agreement. If it is not feasible to obtain written permission, note the date and time of the conversation where permission was obtained from the candidate in the selection documents. After a candidate has come on campus for an interview, the application becomes "public information," thus the selection committee can contact any listed or unlisted references who can speak about the candidate's past performance.

What to Ask?

As with other aspects of the selection process, the reference check cannot solicit illegal, irrelevant, or unnecessary information. Always identify yourself, your department, and the institution. State the purpose of the call, and identify the candidate and the position to which he or she has applied. It often helps to state that you have obtained permission from the candidate to speak with his/her references.

Questions asked of references should be targeted at soliciting information regarding how a candidate performed past jobs (or was prepared to perform the position being sought). The following are offered as examples of permissible and useful question one can ask during a reference check.

1. In what capacity and for how long have you know the applicant?
2. Given your knowledge of the candidate, what in particular makes him/her a good candidate for this position?
3. What, in your opinion, are the candidate's greatest professional strengths? Could you provide an example of a time when he/she displayed this strength?
4. What, in your opinion, is the candidate's weakest professional area? To your knowledge, is he/she making attempts to overcome this weakness?
5. Are there any other comments you would like to add about this candidate or his/her abilities?

It is also good to ask questions specific to the requirements of the particular position being filled. For example, there may be a need to ask questions about a candidate's managerial style, ability to collaborate with others, experience with working with diverse groups of people, knowledge of a discipline-specific content area, and so forth. As long as the questions are related to the candidate's potential to perform the job, they are legal and useful in the selection process.



Equal Employment Opportunity

Statistical Information

Dear Applicant:

In order for Salisbury University to comply with federal guidelines with respect to Equal Opportunity/Affirmative Action employment practices, we need your help in gathering the information below. **THIS INFORMATION WILL BE USED FOR STATISTICAL PURPOSES ONLY.** Please do not identify yourself by name on this form. Thank you for your cooperation.

Male Female

How did you learn of this opening?

Newspaper Advertisement

(please specify name) _____

Professional Journal

(please specify name) _____

Professional Conference

(please specify name) _____

Personal contact with department

Personal contact outside department

Saw job announcement at my college/university

(please specify name) _____

Other (please specify) _____

Ethnic Origin

Please check one of the following:

African American

American Indian (or Alaskan Native)

Asian or Pacific Islander

Hispanic

White

Foreign

Other _____

(please specify)

For a definition of the above, please see below.

Position Title and Department/Office for which you are applying? _____

Racial Classifications

African American	Not of Hispanic origin, a person having origins in any of the black racial groups of Africa.
Indian	American Indian or Alaskan Native. A person having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander	A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippines and Samoa.
Hispanic	A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.
White	Not of Hispanic origin. A person having origins in any of the original peoples of Europe, North America, or the Middle East (except those of Hispanic origin).
Foreign	Non-resident aliens in the United States under a student or temporary visa.
All other/Race unknown	Persons whose race is unknown as well as those from races not included above.

Please return this form to: Equal Employment Opportunity Office
Salisbury University
Salisbury, MD 21801

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION GUIDELINES:
LAWFUL AND UNLAWFUL PRE-EMPLOYMENT INQUIRIES**

State fair employment practice laws expressly prohibit inquiries on applications for employment concerning the applicant's race, color, religion or national origin, and state Commissions have determined that such direct inquiries, as well as the elicitation of indirect indicia, such as former name, past residences, names of relatives, place of birth, citizenship, education, work and military experience, organizational activities, references and photographs may be unlawful.

Title VII of the Civil Rights Act of 1964 does not expressly prohibit pre-employment inquiries concerning a job applicant's race, color, religion, or national origin. The legislative history of the statute is silent as to the Congressional intent on the subject.

Although Title VII does not make pre-employment inquiries concerning race, color, religion or national origin per se violations of law, the Commission's responsibility to promote equal employment opportunity compels it to regard such inquiries with extreme disfavor. Except in those infrequent instances where religion or national origin is a bona fide occupational qualification (BFOQ) reasonably necessary for the performance of a particular job, an applicant's race, religion and the like are totally irrelevant to his or her ability or qualifications as a prospective employee, and no useful purpose is served by eliciting such information. The Commission is also mindful that such inquiries traditionally have been used to deprive individuals of employment opportunities and to discriminate in ways now prescribed by Title VII.

Accordingly, in the investigation of charges alleging the Commission of unlawful employment practices, the Commission will pay particular attention to the use by the party against whom charges have been made of pre-employment inquiries concerning race, religion, color or national origin, or other inquiries which tend directly or indirectly to disclose such information. The fact that such questions are asked may, unless otherwise explained, constitute evidence of discrimination, and will weigh significantly in the Commission's decision as to whether or not Title VII has been violated.

Pre-employment inquiries, which are made in conformance with instructions from, or the requirements of, an agency or agencies of the local, State, or Federal Government in connection with the administration of a fair employment practices program, will not constitute evidence of discrimination under Title VII.

Questions to Avoid in Pre-Employment Application Forms

1. **Age? Date of Birth?** The Age Discrimination In Employment Act of 1967 (29 USC 621-34) prohibits discrimination on the basis of age against individuals who are between the ages of 40 and 64, inclusive (amended 1978 (40-70)). A majority of states also have laws prohibiting age discrimination. Thus, the answer to this question could be used unlawfully.
2. **ARRESTS?** Consideration of arrest records is almost certainly unlawful. An arrest is no indication whatsoever of guilt, and historically minorities have suffered proportionately more arrests than others (See Carter v. Gallagher, 451 F. 2nd 315 [8th Cir. 1971] and Gregory v. Litton Systems, Inc., 316 F. Supp. 401 [C.D. Cal. 1970]). The U.S. Department of Labor has also recognized the potential for discrimination in the consideration of arrest records. See 60-2.24(d) (3) of Revised Order No. 4(41 CFR 60.2), establishing standards and guidelines for the affirmative action programs required of government contractors.
3. **AVAILABLE FOR SATURDAY AND SUNDAY WORK?** This question may serve to discourage applications from persons of certain religions, which prohibit their adherents from working on Saturdays or Sunday. On the other hand, it may be necessary to know whether an applicant can work on these days. Section 701 (j) of Title VII, as amended in 1972, prohibits discrimination on the basis of religion and defines religion to include "all aspects of religious observance and practices, as well as belief, unless an employer demonstrates that he is unable to reasonably accommodate to an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business." See also "EEOC Religious Discrimination Guidelines," 29 CFR 1605.1. If this kind of question is asked, it would be desirable to indicate that a reasonable effort will be made to accommodate to the religious needs of employees.

4. **CHILDREN UNDER 18? NUMBER OF CHILDREN? AGE OF CHILDREN? WHAT ARRANGEMENTS WILL YOU MAKE FOR CARE OF MINOR CHILDREN?** The purpose of these questions is to explore what the employer believes to be a common source of absenteeism and tardiness. But why explore this area in such an indirect way, and in a way that applies only to women for all practical purposes? There are a number of common causes of absenteeism and tardiness which affect both men and women and which would be worthy of exploration if this is a matter of substantial concern to the employer. The U.S. Supreme Court has ruled that in the absence of proof of business necessity, Title VII prohibits an employer from having one hiring policy for women and another for men - each having pre-school age children. See *Phillips v. Martin Marietta*, 400 U.S. 542 (1971). It is also important to note that any selection procedure, which has an adverse effect on persons with dependent children, will affect minorities and Catholics more than other, since they have, on the average, more children.
5. **CITIZEN OF WHAT COUNTRY?** The Commission has adopted Guidelines on Discrimination because of National Origin (29 CFR 1606) which contain the following statement: "Because discrimination on the basis of citizenship has the effect of discriminating on the basis of national origin, a lawfully immigrated alien who is domiciled or residing in this country may not be discriminated against on the basis of his citizenship," except pursuant to national security requirements required by a federal statute or executive order. At least one federal court has expressly agreed with this analysis (*Guzman v. Polich and Benedict Construction Co.*, --F. Supp. __ 2EPD 10,156 [C.D. Calif. 1970]) and one has disagreed (*Espinoza v. Farah Mfg. Co.*, 313 U.S. 811 [1973]). In addition, this question asks what country the applicant is a citizen of, thus permitting discrimination on the basis of particular national origin.
6. **CONVICTIONS (OTHER THAN TRAFFIC VIOLATIONS)?** To the extent that this question implies an absolute bar to the employment of an applicant who has a conviction record, it is probably unlawful. See *Charter v. Gallagher*, supra. (See page 00). This is because some minority groups in our society have conviction records substantially in excess of the average, taking into consideration their relative numbers and the extent of their "criminal" activity. On the other hand, an employer probably has the right to exclude persons who have been convicted of certain offenses from certain kinds of jobs, at least if this is done on a carefully considered basis. To avoid frightening off qualified applicants who have irrelevant criminal records, the best practice would be to obtain conviction information through local police departments rather than from applicants. If this is not possible, the application form might state the existence of a criminal record does not constitute an automatic bar to employment. In addition, each person who will evaluate information concerning criminal records should be given careful instructions as to its limited usefulness.
7. **CREDIT RECORD: (CHARGE ACCOUNTS? OWN YOUR OWN HOME? OWN YOUR OWN FURNITURE? OWN A CAR?)** Because minority persons are far poorer on the average than whites, consideration of these factors has an adverse effect on minorities and is probably unlawful unless required by considerations of business necessity. See CD 72-0427, CCH 6312. The U.S. Department of Labor has also recognized the potential for discrimination in the consideration of credit records. See Revised Order No. 4 (41 CFR 60-2.25 [d] [3]) establishing standards and guidelines for affirmative action programs required of government contractors.
8. **EYES? HAIR?** Eye color and hair color are not related to the performance of any job an may serve to indicate an employee's race or religion.
9. **FIDELITY BOND EVER REFUSED TO YOU?** This question presumably represents an indirect effort to find flaws, which may exist in an individual's past. The difficulty with this means, however, is that a fidelity bond may be denied for totally arbitrary and discriminatory reasons which the individual does not have an adequate opportunity to know of or challenge. Thus the method of ascertaining an individual's past history should be dropped in favor of some other method, which is not so likely to be infected with bias. The Maryland Commission on Human Relations has issued an order prohibiting an employer from asking about bond refusals because of the discriminatory impact this kind of question may have. See CCH 5047.
10. **FRIENDS OR RELATIVES WORKING WITH US?** This question may reflect for friends or relatives of present employees. Such a preference would be unlawful if it has the effect of reducing employment opportunities for women or minorities. It would have this unlawful effect if present work force differs significantly in its proportion of women or minorities from the population of the area from which workers are

recruited. This question may also reflect a rule that only one partner in a marriage can work for the employer. There is a growing recognition that such a rule hurts women far more often than men and that the rule serves no necessary business necessity.

11. **GARNISHMENT RECORD?** In *Johnson v. Pike Corporation of America*, 332 F. Supp. 490 (C.D. Calif. 1971), the court ruled that an employer violated Title VII by discharging a black employee because his wages had been garnished several times. This district court based its conclusion on the reasoning of the Supreme Court's testing ruling, *Griggs v. Duke Power Co.*, 401 U.S. 424 (1971), and on the district court's findings that minorities suffer wage garnishments substantially more often than whites, and that wage garnishments do not affect a worker's ability to perform his/her work effectively.
12. **HEIGHT? WEIGHT?** Some employers have imposed minimum height or weight requirements for employees, who are not related to the job to be performed, and which have the effect of excluding above-average percentages of women and members of certain nationality groups. Unless height or weight is directly related to a job requirement, these questions should not be asked.
13. **LOWEST SALARY WILL ACCEPT.** Women generally have been relegated to poorer paying jobs than men, and have been paid less than men for the same work. As a result of this discrimination, a woman might be willing to work for less pay than a man would find acceptable. It is unlawful, however, to pay a woman less than a man would be paid because of community wage patterns, which are based on discrimination. See *Hodgson v. City Stores, Inc.*, 332 F. Supp. 942 (M.D. Ala. 1971).
14. **MAIDEN NAME?** This is not relevant to a person's ability to perform a job and could be used for a discriminatory purpose. For example, a woman's maiden name might be used as an indication of her religion or national origin. This item also constitutes an inquiry into marital status, which is discussed below.
15. **MARITAL STATUS?** Some employers have refused to hire a married woman for certain jobs. Most airlines, for example, refused for many years to permit a married woman to be a flight attendant, though other employees could be married. This practice was held to violate Title VII of the civil Rights Act of 1964 in *Sprogis v. United Air Lines*, 444 F. 2d 1194 (7th Cir. 1971), and the EEOC Guidelines on Sex Discrimination (29 CFR 1604. (a)) expresses that same conclusion. It would also violate Title VII for an employer to refuse to hire a married woman or pay a married woman less than a married man for the same work because the woman's pay represents a second income while the man's does not. Finally an employer could not refuse to hire a married woman for any job or for a particular job because of the employer's beliefs concerning morality or family responsibility.
16. **MR., MISS or MRS.?** This is simply another way of asking the applicant's sex and (for women only) marital status (see No. 15). Even asking an applicant's first name normally serves no other pre-employment purpose than to indicate the applicant's sex.
17. **PRIOR MARRIED NAME?** This question asks, in effect, whether an individual has been divorced. By its nature, however, it asks this question only of women because only a woman changes her name on marriage. Thus, the question is discriminatory unless the employer must have the information for purposes of pre-employment investigation.
18. **SEX?** Title VII prohibits discrimination in employment on the basis of sex except in the few instances in which sex may be a "bona fide occupational qualification" reasonably necessary to the normal operation of the employer's business. There are virtually no jobs, which can be performed only by one sex or the other. For this reason it would be desirable to omit any questions asking the applicant's sex from an application form that is intended for general use.

19. **SPOUSE'S NAME?** To the extent that this question asks for marital status, the comments on marital status (No. 15) apply. A spouse's name may also be used as an indication of religion or national origin.
20. **SPOUSE'S WORK?** To the extent that this question asks for marital status, the comments on marital status (No. 15) apply. In addition, some employers have been reluctant to hire a woman if that would make her the second breadwinner in the family, whereas there is seldom any objection to hiring a man if that would make him the second breadwinner in the family. Such a policy is unlawful under Title VII and other nondiscrimination law.
21. **WIDOWED, DIVORCED, OR SEPARATED?** Recent statistics show that many more black than white persons are either widowed, divorced, or separated and that a much larger proportion of women than men in the labor force is either widowed, divorced, or separated. Thus this question has a potential for adversely affecting women and blacks. **Appendix A-7**

CHECKLIST FOR FACULTY SEARCH EXPENSES

There still seems to be some confusion over what expenses are covered and how people will be reimbursed for expenses involved with the faculty search process. Hopefully the information listed below will explain the process. If in doubt, refer to the booklet that the Financial Services Department distributes to each faculty member as well as each administrator. It is entitled "Salisbury University Policies & Procedures – Travel & Miscellaneous Reimbursements – Regular Procurement & Procard Purchases". Samples of each of the forms required are also included in the booklet.

The Provost's office will reimburse for the following expenses:

1. All of the candidate's travel expenses as outlined in the above-mentioned booklet. Meals will be reimbursed at the per diem rate, which is listed in the publication noted above. If the candidate happens to be traveling through an area that is considered a high cost area at mealtime, they will be reimbursed at the high cost rate (**with detailed receipts ONLY**). Amounts are also listed in the above noted publication. (Salisbury is NOT considered a high cost area.) The candidate should pay all of his/her expenses and then submit an expense account after his/her visit along with any required receipts. The Provost's office will reimburse for all of the candidate's expenses that are within the Financial Services guidelines.
2. The Provost's office will authorize and reimburse for one dinner off campus for the candidate and up to three search committee members. This meal will be reimbursed at the per diem rate. It is a university policy that will not allow us to reimburse more than that amount. To pay for this meal, each person can pay his/her own bill and then submit an expense account for reimbursement OR one person can pay the entire bill and then just that one person would submit an expense account for reimbursement. (PLEASE UNDERSTAND THAT WHETHER PAYING INDIVIDUALLY OR AS A GROUP, YOU WILL ONLY BE REIMBURSED AT THE PER DIEM RATE.) Also, a "Candidate Interview Form" must accompany the expense account forms indicating on the back of the form the individuals attending the meal.
3. If the search committee plans on having any meals on campus with the candidate, they may contact the Special Events Coordinator in the Provost's office and they will provide meal passes for the candidate for any meals to be eaten on campus. If the Deans' office would like to pay for any search committee members to join the candidate for on-campus meals, they may do a work order charging their auxiliary accounts for the expense. (The Deans' offices might also want to request that Dining Services send them several meal passes to keep on hand to use when eating on campus and then they would only be charged for them as they are used.)
4. University policy does not allow employees to be reimbursed for meals during the regular workday hours. (If a search committee decides to take a candidate off campus for lunch, only the candidate's meal will be reimbursed.)

If you have any questions about the reimbursement for candidate expenses, you may contact the Provost's office or Financial Services for clarification.

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**Salisbury University
Candidate Interview Form**

I. Name of Candidate: _____
 Address of Candidate: _____

 Social Security #: _____
 Interview date(s): Arrive _____ Depart _____
 School of _____ Position title _____

II. Search Committee Chair Name: _____
 Search Committee Members: _____

III. This section to be completed by the Search Committee Chair and forwarded to the Provost or Vice President's office for approval.

Department Code to be Charged _____

Does the Search committee have approval, in advance, from the Provost's Office to dine off campus? Yes _____
 No _____.

If approved, please indicate the total number of people approved for off campus dining and the amount in the detail section below (please note approval amounts may not exceed the approved per person per diem State of MD/USM rates). These amounts are listed in the booklet provided by the Financial Services Department entitled "Salisbury University Policies & Procedures – Travel & Miscellaneous Reimbursements – Regular Procurement & Procard Purchases.)

Breakfast- # _____ / \$ _____ Hotel \$ _____

Lunch- # _____ / \$ _____ Air \$ _____

Dinner- # _____ / \$ _____ Misc. \$ _____

Total Amount Approved \$ _____

Please briefly justify why it was necessary to dine off campus:

7/00

IV. This section to be completed by the Search Committee Chair

Was the candidate offered the opportunity to dine on campus for either breakfast, lunch or dinner? Yes ____
No ____

Please indicate the date, meal(s) eaten off campus for breakfast, lunch and or dinner and the committee member(s) attending:

Meal ____ Date ____ Names of participants: _____

Meal ____ Date ____ Names of participants: _____

Meal ____ Date ____ Names of participants: _____

Meal ____ Date ____ Names of participants: _____

This form must be completed (in its entirety) and attached to any Expense Account Form for faculty/staff reimbursement as well as any candidate's request for reimbursement then forwarded to the Provost's Office for final approval before being forwarded to the Financial Services Office for processing and reimbursement.

Additional comments:

Search Committee Chair/Date

7/00

Provost/Vice President/Date

Affirmative Action Recruitment Report for Faculty or Administrative Staff

(To be completed by Search Committee Chair or other administrator responsible for hiring. One form is to be completed for each position and should be filled out prior to any offer of employment.)

The Office of Civil Rights of the U.S. Department of Education has suggested that the university provide "certification" that all affirmative action hiring procedures have been followed prior to filling each position. The form, which follows, is an attempt to provide that certification. In addition, the form can be used as a checklist to assist you as you proceed through the hiring process. It is strongly recommended that the Search Committee Chair or other person responsible for hiring obtain a copy of "Outline of Hiring Procedures" for faculty or administrative staff, which is contained in the university's Affirmative Action Plan.

-
1. Title of Position: _____ Rank, If Faculty: _____
 School (if applicable): _____ Department/Division: _____
 Contract Type (Full-time tenure track, contractual, unclassified administrator, etc.) _____

 2. Was the section of the Affirmative Action Plan entitled "Outline of Hiring Procedures" for faculty or administrative staff, read by the Search Committee as part of its formal proceedings? Yes ___ No ___. If no, indicate why not: _____

 3. Was a written position announcement prepared? Yes ___ No ___. If yes, **please attach a copy**. If no, indicate why not: _____

 4. Please list the names of the publication(s) and/or referral organization(s) where announcement was published.

 5. List any special other efforts made to determine the availability of qualified minorities and women for the position.

 6. How many application(s) (resumes) were received?

 7. Were applicants sent the "Applicant Information Form" (requesting sex, ethnicity, etc., data)? Yes ___ No ___
 If no, please indicate why not:
- The following tally is provided by Affirmative Action Office based on the number of "Applicant Information Forms" returned by applicant(s).
 Total number of Responses:
- A. By Sex - Male ___ Female ___ Unknown
 - B. By Ethnicity - Black ___ American Indian ___ Asian or Pacific Islander ___ Spanish Surnamed/Hispanic
 White ___ Unknown ___ Foreign ___ Other (Please specify) _____ **Total**
8. Names of Search Committee members: (1) _____ (2) _____ (3) _____
 (4) _____ (5) _____ (6) _____ (7) _____ (8) _____

9. Were consistent criteria used by the Search Committee in screening each application? Yes ___ No ___. If no, please provide reasons:

10. Give name, interview date, sex, and ethnicity (if known) for each candidate who was interviewed. (Please note: employers may not directly ask applicants their ethnicity prior to an appointment being made.) Use additional sheet if necessary.

<u>Name</u>	<u>Interview Date</u>	<u>Sex</u>	<u>Ethnicity</u>

11. The person being recommended for appointment is:

<u>Name</u>	<u>Sex</u>	<u>Ethnicity</u>	<u>Reason for Recommending This Person</u>

NOTE: If a minority or female candidate was interviewed but is not being recommended, please state name and the reason why not.

12. Before making an appointment offer, the approvals of the persons indicated below must, by their signatures, ensure that affirmative action procedures have been followed. Please respond as quickly as possible.

(1) _____
 (Signature of Search Committee Chair, Dept. Chair or Responsible Administrator) Date _____

(2) _____
 (Signature of Dean or Next Higher Level Administrator, if applicable) Date _____

(3) _____
 (Signature of Provost) Date _____

(4) _____
 (Signature of President, if applicable) Date _____

ALTERNATE CHOICE (If above person declines appointment offer)

Name of Candidate: _____ Sex: ___ Race: _____

<u>Name</u>	<u>Sex</u>	<u>Ethnicity</u>	<u>Reason for Recommending This Person</u>

After all appropriate signatures are obtained, the provost or president must forward the form to the Affirmative Action Officer.

Sample Letters of Appointment for New Faculty

(FORM USED TO DEVELOP LETTERS OF APPOINTMENT FOR TENURE-TRACK FACULTY
AT THE RANK OF INSTRUCTOR, ASSISTANT, ASSOCIATE AND FULL PROFESSOR)

USM Agreement for Appointment to Tenured/Tenure-Track Faculty Position

BY THIS AGREEMENT, SALISBURY UNIVERSITY, an institution of the University System of Maryland, which is an agency of the State of Maryland (Athe University≡), and _____ (Athe Appointee≡) agree as follows:

1. The Appointee is appointed as [Rank] on a [% time] basis, within the Department of _____ in the [College, School, Division] of _____, subject to the provisions herein. This is a [tenure-track][tenured] position.

2. The beginning salary shall be at the rate of _____ for _____ months service per fiscal year.

3. This appointment is [effective _____][for an initial term to start _____ and end _____].

4. This appointment is governed by the applicable provisions in paragraphs I.C.1. through I.C.16 of the University System of Maryland Policy on Appointment, Rank, and Tenure of Faculty (see attached SU policy on **Appointment, Rank, and Tenure of Faculty under the Provisions of Promotion, Rank, and Tenure, pgs. 22-26**). Those paragraphs are hereby incorporated by reference into this Agreement. The Appointee acknowledges receipt of a copy of them. Additional copies are available to the Appointee upon request. If this is a tenure-track appointment, the tenure review to which the Appointee may be entitled under these provisions will occur in Academic Year 20__ - 20__, unless the date is changed by mutual agreement or pursuant to institutional policy.

5. The Appointee shall be subject to all applicable policies and procedures duly adopted or amended from time to time by the University or the University System of Maryland. Except as provided in paragraph 4 above, such policies and procedures are not incorporated into this Agreement and are subject to change. The University agrees that if it changes a policy or procedure, it will not deprive the Appointee of any monetary payment the right to which has accrued under the previous policy or procedure. Such changes will be made in accordance with all applicable established procedures of the University System of Maryland and the University.

6. Additional Terms:

[Additional terms may not be inconsistent with paragraphs 1-5 and 7-10 of the Agreement and may not be inconsistent with USM and University policies and procedures to which the Appointee is subject pursuant to paragraph 5 of the Agreement.]

7. Appointee agrees to have sent to the University, upon its request, certified copies of any transcript(s) reflecting the award of degree(s) listed as received on the Appointees curriculum vitae. Appointee further agrees to provide to the University, upon its request, evidence of employability as required by United States Immigration Laws. Appointee agrees that the employment of Appointee is terminable by the University if at any time Appointee fails to provide such evidence.

8. The terms and conditions stated above constitute the entire agreement between the parties. This Agreement may not be modified except by means of a written amendment to this Agreement signed by the University and the Appointee.

9. This Agreement shall be construed according to the laws of the State of Maryland.

10. This offer of appointment expires if a signed original is not returned to the University by _____.

Appointee's Typed Name

Date

SALISBURY UNIVERSITY

By _____

Provost=s Typed Name and Title

Date

USM Agreement for Appointment to Non-Tenured Faculty Position

BY THIS AGREEMENT, SALISBURY UNIVERSITY, an institution of the University System of Maryland, which is an agency of the State of Maryland (Athe University≡), and _____ (Athe Appointee≡) agree as follows:

1. The Appointee is appointed as [Rank] on a [% time] basis, within the Department of _____ in the [College, School, Division] of _____, subject to the provisions herein. This is neither a tenured position nor a tenure-track position. No obligation exists as to any employment beyond the term set forth in paragraph 3.
2. The salary shall be at the rate of _____ for _____ months service. [Appointee shall not be entitled to employment benefits.]
3. This appointment is for a term beginning _____ and ending _____.
4. This appointment is governed by the applicable provisions in paragraphs I.C.1 through I.C.16 of the University System of Maryland Policy on Appointment, Rank, and Tenure of Faculty (see attached **SU policy on Appointment, Rank, and Tenure of Faculty under the Provisions of Promotion, Rank, and Tenure, pgs. 22-26**). Those paragraphs are incorporated by reference into this Agreement. The Appointee acknowledges receipt of a copy of them. Additional copies are available to the Appointee upon request.
5. The Appointee shall be subject to all applicable policies and procedures duly adopted or amended from time to time by the University or the University System of Maryland. Except as provided in paragraph 4 above, such policies and procedures are not incorporated into this Agreement and are subject to change. The University agrees that if it changes a policy or procedure, it will not deprive the Appointee of any monetary payment the right to which has accrued under the previous policy or procedure. Such changes will be made in accordance with all applicable established procedures of the University System of Maryland and the University.
6. Additional Terms:
[Additional terms may not be inconsistent with paragraphs 1-5 and 7-10 of the Agreement and may not be inconsistent with the policies and procedures to which the Appointee is subject pursuant to paragraph 5 of the Agreement.]
7. Appointee agrees to have sent to the University, upon its request, certified copies of any transcript(s) reflecting the award of degree(s) listed as received on the Appointee=s curriculum vitae. Appointee further agrees to provide to the University, upon its request, evidence of employability as required by United States Immigration Laws. Appointee agrees that the employment of Appointee is terminable by the University if at any time Appointee fails to provide such evidence.
8. The terms and conditions stated above constitute the entire agreement between the parties. This Agreement may not be modified except by means of a written amendment to this Agreement signed by the University and the Appointee.
9. This Agreement shall be construed according to the laws of the State of Maryland.
10. This offer of appointment expires if a signed original is not returned to the University by _____.

Appointee=s Typed Name

Date

SALISBURY UNIVERSITY

By _____
Provost=s Typed Name and Title _____ Date _____

Enclosures: Temporary Faculty Member=s Contract
 Memorandum of Understanding
 Salisbury University *Faculty Handbook*
 Employment Data Sheet
 W4 Form
 Special Payments Payroll Authorization Form
 Pay Distribution Form
 Employment Eligibility Verification Form (I-9 Form)

cc. School Dean
 Department Chair
 Payroll Office
 Human Resources Office
 Institutional Accountability and Research Office

Checklist of Required Materials for Faculty Promotion

CHECKLIST OF REQUIRED MATERIALS:

- ___ 1. Curriculum Vita
- ___ 2. Provost's Statement of Eligibility
- ___ 3. Application for Promotion: Two to three page introduction and overview with special attention paid to specific qualifications for promotion based on activities and development within the areas of teaching, professional development, and service.
- ___ 4. Annual Chair's Evaluation with Self-Evaluations Appended for the last four years.
- ___ 5. Letters of Support (maximum of five)
- ___ 6. Summary of Evidence of Effective Teaching: This is an opportunity for the candidate to describe his/her teaching methodology, innovations, improvements, successes, and failures as well as curricular and program developments and revisions.
- ___ 7. Supporting Evidence of Effective Teaching: The evidence might come in many forms but must at least include a) Some course materials developed by the applicant, b) Clear and understandable summaries and analyses of student evaluations or the last four years, and c) Actual student evaluations, in the students' own handwriting if available, for the previous teaching semester. (If original student evaluations are not available for open-ended evaluation questions, an explanation should be provided.) A brief description of the evaluation process—when it occurred, under what circumstances, etc.—would also be helpful.
- ___ 8. (Optional) Statement of Additional Duties. This is an opportunity for faculty who have responsibilities and duties related or in addition to teaching, including advising or mentoring or additional administrative duties which are part of their job expectations but outside the realm of full-time teaching, to describe those responsibilities and provide evidence as to their effectiveness in these additional roles.
- ___ 9. Summary and Evidence of Professional Development. The candidate should summarize professional development activities. The candidate should focus special attention on the three most significant accomplishments since the applicant's last promotion and the ways in which those activities enhance the candidate's qualifications as a teacher and scholar.
- ___ 10. Summary of Evidence of Service. Candidate should summarize service to the department, school, university, and community, with special attention paid to identifying and explaining the candidate's three most significant service contributions since his/her last promotion.
- ___ 11. Addend. The candidate may elect to include additional pertinent information, which falls outside the categories identified above.
- ___ 12. Note: Applicants should limit the material they submit to a single 2" binder if at all possible.

Promotion Applicant's Signature _____ Date _____

Revised by the Provost on September 25, 2003

Revised 09/03

Additional Comments:

Amplification of Promotions Committee Deliberations

The University Committee on Promotions, which consists of seven (7) faculty elected by the faculty, makes recommendations regarding candidates for promotion to the provost and president. The authority to promote or not promote a faculty member resides with the president of the university. The committee serves to provide the president with a faculty perspective on the applications for promotion.

The committee reviews the applications of candidates for promotion in light of the criteria stated in the *Faculty Handbook*. After each candidate's application has been scrutinized by individual committee members, the committee meets to discuss and vote on the candidates. Candidates must receive at least five (5) votes in favor of promotion in order to win the recommendation of the committee. Candidates who receive five (5) or more unfavorable votes will receive an unfavorable recommendation from the committee. When candidates do not receive the required five (5)—favorable or unfavorable—votes in the first round, their strengths and weaknesses are further discussed and further votes are taken until the candidate receives the necessary five (5) votes.

The only considerations in the committee's discussions of a candidate are those related to the criteria for the rank sought. Teaching is the primary criterion for promotion, and no one will be recommended who has not in the opinion of the committee demonstrated proficiency in the classroom. Achievement in professional development and service are also expected of all candidates but the balance will vary among candidates. The committee's standards may change slightly from year to year as its membership changes, but there has been no conscious decision by the committee to raise or lower standards.

After the committee has completed its evaluation of the applications, it meets with the provost to recommend those candidates that it believes have met the criteria for promotion. The committee chair reports the committee's recommendation on each candidate with a brief rationale based on the committee's discussions. The provost uses this input in addition to the other materials in the applicant's file, including all the applicant's recommendations, in developing his/her own recommendations to the president, and the president then decides whether the faculty member is to be promoted or not. The president has the authority to deny promotion to those the committee has recommended and to promote those the committee has not recommended. After the committee has met with the provost, but before the provost makes his/her recommendations to the president, the provost and the committee chair will meet with applicants whom the committee has chosen not to recommend for promotion at the request of the applicant. Those applicants whom the University Committee on Promotions has chosen to recommend, but whom the provost intends not to recommend will be invited to a similar meeting.

Checklist Of Required Materials For Faculty Tenure

- ___ 1. Curriculum Vita
- ___ 2. Provost's Statement of Eligibility
- ___ 3. Application for Tenure: Two to three page introduction and overview with special attention paid to specific qualifications for tenure and promotion based on activities and development within the areas of teaching, professional development, and service.
- ___ 4. Annual Chair's Evaluation with Self-Evaluations Appended for the last three years.
- ___ 5. Letters of Support (maximum of five)
- ___ 6. Summary of Evidence of Effective Teaching: This is an opportunity for the candidate to describe his/her teaching methodology, innovations, improvements, successes, and failures as well as curricular and program developments and revisions.
- ___ 7. Supporting Evidence of Effective Teaching: The evidence might come in many forms but must at least include a) Some course materials developed by the applicant, b) Clear and understandable summaries and analyses of student evaluations for the last three years, and c) Actual student evaluations, in the students' own handwriting if available, for the previous teaching semester. (If original student evaluations are not available for open-ended evaluation questions, an explanation should be provided.) A brief description of the evaluation process—when it occurred, under what circumstances, etc.—would also be helpful.
- ___ 8. (Optional) Statement of Additional Duties. This is an opportunity for faculty who have responsibilities and duties related or in addition to teaching, including advising or mentoring or additional administrative duties which are part of their job expectations but outside the realm of full-time teaching, to describe those responsibilities and provide evidence as to their effectiveness in these additional roles.
- ___ 9. Summary and Evidence of Professional Development. The candidate should summarize professional development activities. The candidate should focus special attention on the three most significant accomplishments since the applicant's appointment to a tenure-track position and the ways in which those activities enhance the candidate's qualifications as a teacher and scholar.
- ___ 10. Summary of Evidence of Service. Candidate should summarize service to the department, school, university, and community, with special attention paid to identifying and explaining the candidate's three most significant service contributions since his/her appointment to a tenure-track position.
- ___ 11. Addend. The candidate may elect to include additional pertinent information, which falls outside the categories identified above.
- ___ 12. Note: Applicants should limit the material they submit to a single 2" binder if at all possible.

Revised and Approved by Faculty Senate on February 7, 2003
Revised by Provost on September 25, 2003

Revised 9/03

Additional Comments:

Faculty Welfare Committee Grievance Procedures

The Faculty Welfare Committee shall serve as a grievance hearing board in matters of promotion and merit pay decisions. The committee shall mediate, gather information, offer counsel, and make recommendations to the president of the institution where appropriate. As a hearing board, the Faculty Welfare Committee shall not have the authority to overturn decisions previously made.

In all cases, the faculty member concerned will be provided with the results of the committee's deliberations and the reasons for the committee's recommendations.

For the purposes of this committee's deliberation, a grievance shall be defined as an allegation of substantive error of procedures or of due process of law. Mere disagreement with the recommendation of the University Committee on Promotions, the provost, or the decision of the president of the institution shall not in and of itself alone be considered a grievance.

An allegation of unlawful discrimination based arbitrarily upon race, color, national origin, sex, age, marital status or handicap shall be handled through grievance procedures for faculty. (See Pages 79, 3b; 82, 1-a,b&c).

Procedure:

When a faculty member feels that he/she has just cause for a grievance, once promotion and/or merit pay decisions have been made, the faculty member may contact the chair of the Faculty Welfare Committee. Upon consultation with the faculty member, the chair may then convene the committee to hear the faculty member's case.

If, in the opinion of the committee, no just grievance exists or the case reaches beyond the purview of the Faculty Welfare Committee, the committee may recommend to the faculty member concerned other avenues of appeal.

If, the committee elects to pursue the matter, it may meet with the department chair and/or provost in cases of merit pay and promotion decisions to mediate and gather information. In exceptional cases concerning promotion, the Faculty Welfare Committee may also meet with the University Committee on Promotions in its mediation efforts. The Faculty Welfare Committee will then decide as to whether, in its opinion, the faculty member's grievance is warranted or not. This decision will be forwarded to the president of the institution who will make a final decision using, among other information at his disposal, the information and recommendation of the Faculty Welfare Committee.

Except as stated above, the Faculty Welfare Committee's deliberations as a grievance hearing board will remain strictly confidential.

**Sample
Memorandum of Understanding for Full-Time Contractual Faculty**

This memorandum of understanding is an accompaniment to the contract you are signing for the 200-
academic year, August 15, 200__-June 15, _____. [For one-semester contracts, please modify]. We hope this
fuller explanation of the conditions of your employment will be useful to you.

Teaching:

You have been hired to teach four courses during fall semester and four during spring semester [modify if
necessary]. These courses may be lower level, upper level, or graduate [select options]. You may indicate an interest in
teaching Winter Session or Summer Session to your department chair. If you are selected, you will be offered a
separate contract for an additional stipend. The *Faculty Handbook* gives the University Policies on Faculty, Student,
and Institutional Rights and Responsibilities for Academic Integrity and Academic Integrity. It includes information
about classroom issues, testing, grading, procedures for handling cases of academic misconduct, etc. Please become
familiar with this policy and other parts of the faculty handbook concerning teaching.

All courses at the university are evaluated by students. Please see your department chair for information about
evaluation forms and procedures.

Advising:

You will not [will] be expected to participate in student advising. [To prepare you for this responsibility, you
will receive a copy of the Advising Handbook and you will be invited to a workshop on advising for new faculty.]

Service to your Department:

You will be expected to attend all faculty meetings. You will also be expected to cooperate with whatever
peer and chair evaluation policies your department has for contractual faculty.

We encourage you to volunteer to serve on departmental committees and work with student groups, although
this is not a requirement. Serving on committees will give you experience useful for your own professional
development as well as making you feel a part of the department. In addition, the new perspectives you offer will
benefit the department.

Service to the University:

You may be eligible to serve on some Faculty Senate committees through appointment, if you wish.

Scholarship:

Although scholarly productivity is not a condition of your employment, except insofar as you need to keep
your courses current, we want to support you in continuing your scholarly activity. You are eligible to apply for grants
from the Fulton Curriculum Development and Research Grant fund, and to apply for travel funds from your department
and the Salisbury University Foundation. In addition, we encourage you to participate in the many activities offered on
campus for faculty development.

This memo of understanding is for this year only. You may be offered another contract next year, based on the
evaluation of your own performance and the needs of the university, but the university is under no obligation to do so.

If you agree to these conditions of employment, please sign and return to my office. This memorandum will then be forwarded to provost's office for approval of your contract.

Faculty Signature

Dean Signature

Date

Sabbatical Leave Form

Salisbury University
Salisbury, Maryland

**SABBATICAL LEAVE FORM
PART A - APPLICATION**

PERSONAL INFORMATION:

Name	Rank
Department	School
Date employed full-time at Salisbury University (month/year):	

Date employed full-time at Salisbury University (month/year)

APPLICANT'S LEAVE INFORMATION

Is this your first sabbatical leave from Salisbury University? Yes No

Indicate semester(s) and academic year of last sabbatical leave: _____

Indicate semester(s) and academic year for which leave is requested: _____

List by semester and year the six years of full-time teaching that qualify you for a sabbatical:

**DESCRIPTION, LIKELY OUTCOMES, AND LIKELY BENEFITS
OF THIS SABBATICAL LEAVE**

Please address each of the following on a separate page or two, as is necessary:

1. The description (including the nature, purpose and location) of your proposed sabbatical leave project.
2. The outcome(s) you expect from your project. If you anticipate you will produce presentations or publications, please indicate possible audiences.
3. The expected benefits of your project to you (professionally), to your students, to your department, to your school, and to the university.

STATEMENT OF FINANCIAL GAIN

I understand that financial gain is strictly prohibited with the exception of support for the sabbatical project or compensation for occasional consulting services during the sabbatical. I agree to comply with the guideline restrictions regarding employment during sabbatical leave and recognize that I am obligated to fulfill my university contract at the end of my sabbatical leave.

Signature of Applicant

Date

Revised 9/03

DEPT. CHAIR'S EVALUATION: Recommended Not Recommended

(If the applicant is a department chair, the School Dean must complete this evaluation.) On a separate page evaluate the **description, likely outcomes, and likely benefits** of the applicant's sabbatical request and indicate **how the faculty member's duties will be covered during the sabbatical leave.**

Signature of Chair

Date

DEAN:

Recommended Not Recommended

Comments:

Signature of Dean

Date

FACULTY WELFARE COMMITTEE'S ENDORSEMENT:

Comments:

Signature of Chair of Faculty Welfare Committee

Date

PROVOST:

Recommended Not Recommended

Comments:

Signature of Provost

Date

PRESIDENT: Approve

Disapprove

Comments:

Signature of President

Date

Revised 9/03

**Salisbury University
Sabbatical Leave Form Part B
Final Report**

PERSONAL INFORMATION

Name	Rank
Department	School
Semester(s) and academic year of the sabbatical leave:	

On a separate sheet, please address the following topics using as much space as needed to provide a complete report.

1. Describe your sabbatical project. If it differed from your original proposal, discuss briefly how the new project evolved. Indicate when, where and how long each activity was undertaken.
2. What outcomes did you achieve? What do you still expect to accomplish as a result of this project?
3. How did the sabbatical leave benefit you professionally? How did it or will it benefit your students, your department, school and the university?

Please attach this form to your report and deliver it to your department chair for his signature (on the reverse side of this form).

Each person who signs this form will forward it to the person who signs it next.

Signature of Faculty Member

Date

Revised 9/03

DEPT. CHAIR: Received
Comments:

Signature of Chair Date

DEAN: Received
Comments:

Signature of Dean Date

FACULTY WELFARE COMMITTEE: Received
Comments:

Signature of Chair of Faculty Welfare Committee Date

PROVOST: Received
Comments:

Signature of Provost Date

PRESIDENT: Received
Comments:

Signature of President Date

Revised 10/7/02, 9/03

Salisbury University (Address, Phone, Etc.)
Sponsored Research or Development
Conflict Exemption Disclosure Form

Filer's Name _____
University Faculty Position _____
Mailing Address _____

(Check Applicable Period)
Initial Reporting Period (Previous 12 Months)
Annual Reporting Period (Previous Calendar Year)
Terminating Report Period (Jan 1 to Date of Termination)

I hereby make oath or affirm that the contents of this disclosure statement are true and correct to the best of my knowledge, information and belief.
Signature of Person Filing: _____ Date: _____

Schedule I Ownership Interest Disclosure		Report below, interests in the corporation, partnership or non-corporate business entity that is involved with the university in the sponsored research or development or has a direct interest in the outcome of this activity.						
1 NAME AND ADDRESS OF PRINCIPAL OFFICE OF BUSINESS ENTITY	2 NATURE (direct or attributable) EXTENT (solely or jointly held - if jointly, state % of interest) Attributable means holding the interest through another company or entity.	3 AMOUNT OF INTEREST (% of ownership or dollar value or number of shares)	4 OTHER INTEREST IN ENTITY (notes, bonds, etc.) State type and value	5 CONDITIONS AND ENCUMBRANCES (mortgages, liens, pledges, contracts, options, etc.) AFFECTING INTEREST Include name of lender or creditor	6 DATE AND MANNER (purchase, gift, will, etc.) OF ACQUISITION OF INTEREST IF IT WAS ACQUIRED DURING REPORTING PERIOD	7 IDENTITY OF PERSON FROM WHOM INTEREST ACQUIRED IF ACQUIRED DURING REPORTING PERIOD	8 NATURE AND AMOUNT OF CONSIDERATION (dollar amt.) OR FAIR MARKET VALUE AT TIME OF ACQUISITION IF NOT ACQUIRED BY PURCHASE IF ACQUIRED DURING REPORTING PERIOD	9 TRANSFER OF INTEREST DURING REPORTING PERIOD (INCLUDE): A. portion transferred (if less than all) B. dollar amount of consideration received or its term and fair market value (if other than money) C. name of transferee
Schedule II Employment-Officer-Disclosure		Report below any existing or proposed employment, office, board membership, or working relationship with an entity involved in sponsored research or development or the entity having a direct interest in the outcome of the activity.						
NAME AND ADDRESS OF ENTITY	POSITION HELD OR TO BE HELD	COMPENSATION (If Any)	DUTIES					
Schedule III Gift Disclosure		Report below any gift received during the reporting period of \$25 or more or a series of gifts of \$100 or more from the entity involved in sponsored research or development or having a direct interest in the outcome of sponsored research or development. (Honorariums are one of the types of gifts to be included here.) Consult Article 40A, Section 3-106 regarding under what circumstances gifts or honorariums may be accepted.						
NATURE AND VALUE OF GIFT	IDENTITY OF DONOR	If given to another person at your direction, give the identity of that person.						

Schedule IV Other Interest or Relationship	Report below any other relationship not disclosed in Schedules I, II, or III to the entity engaged in sponsored research or development. Also include here, where applicable, the name of a spouse or dependent child who has employment or an interest in the entity.
Schedule V Nature of Conflict Disclosure	Briefly describe below the nature of the sponsored research and development and how an interest employment or other activity disclosed on the prior schedules could be involved in or impacted by the activities. Also briefly describe existing agreements or understandings that would increase or decrease the interest held or financially impact the employment office or directorship disclosed. (Note: These relationships will be described in more detail on your exemption request, which is to be submitted with this disclosure form.)

NAME AND ADDRESS OF ENTITY	NATURE OF RELATIONSHIP

a:grants

Policies and Procedures for School Curriculum Committees

School of Business Curriculum Committee

1. Structure of the Committee

NUMBER	STATUS	REPRESENTING
1	voting	Dept. of Accounting and Legal Studies
1	voting	Dept. of Information and Decision Science
1	voting	Dept. of Management and Marketing
1	voting	Dept. of Economics and Finance
1	voting/ ex. officio	Director of Undergraduate Studies
1	voting/ ex. officio	Perdue School representative from the University Curriculum Committee
1	non voting/ ex. officio	Dean
1	non voting/ ex. officio	Rep. from Registrar's Office
8		

2. Policies and Procedures:

- a. Faculty members representing the academic departments are nominated and elected by the members of their respective departments.
- b. Department chairs are not eligible to serve on the school committee.
- c. Curriculum proposals are initiated by faculty members, then forwarded to the department chair, the Perdue School Curriculum Committee, the dean, and finally to the University Curriculum Committee. The lack of approval at any level does not stop a proposal from progressing to the next level.
- d. Faculty representatives serve for a three-year term. Initial terms range from one to three years to provide for staggered elections in the future.
- e. It will be the responsibility of the committee to keep the faculty of the Perdue School informed as to its activities and hold open hearings when appropriate. The chair of the committee will be elected by the committee.

School of Education and Professional Studies

1. Structure of the Committee

NUMBER	STATUS	REPRESENTING
2	voting	Department of Education
1	voting	Department of Social Work
1	voting	Department of Physical Education
1 ex. officio	voting/ Committee	SEPS representative from the University Curriculum
1	non voting/ ex. officio	Dean
1	non voting/ ex. officio	Rep. from Registrar's Office

7

2. Policies and Procedures

- a. Faculty members representing the academic departments are nominated and elected by the members of their respective departments.
- b. Curriculum proposals are initiated by faculty members, then forwarded to the department chairs, the School Curriculum Committee, the dean, and finally to the University Curriculum Committee. The lack of approval at any level does not stop a proposal from progressing to the next level.
- c. Faculty representatives serve for a three-year term. Initial terms range from one to three years to provide for staggered elections in the future.
- d. It will be the responsibility of the committee to keep the faculty of the School of Education and Professional Studies informed as to its activities and hold open hearings when appropriate. The chairman of the committee will be elected by the committee.

School of Liberal Arts Curriculum Committee

1. Structure of the Committee

NUMBER	STATUS	REPRESENTING
1	voting	Art and Music
2	voting	Communication Arts, Political Science, Psychology, Sociology, Anthropology
2	voting	English, History, Modern Foreign Languages, Philosophy
1	voting/ ex-officio	Fulton School representative from the University Curriculum Committee
1	non-voting/ ex officio	Dean
1	non-voting/ ex officio	Representative, Registrar's Office

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2. Policies and Procedures

- a. Full-time, tenure-track faculty members representing the three categories of academic departments are nominated in advance of a School meeting and elected by all full-time, tenure track faculty. Nominations are also accepted from the floor.
- b. In order to assure that all departments are periodically represented on the Fulton School Curriculum Committee, members of a department already represented on the School Committee are not eligible to be nominated.
- c. Faculty serve for two-year terms. They may be re-elected once, for a total term of four years. Initial terms are staggered to provide continuity within the committee. When a vacancy occurs due to sabbatical, illness, or inability to continue service, the dean will appoint a replacement from the appropriate category. A representative who has been appointed is eligible for election to two terms in addition to the appointed term.
- d. Curriculum proposals are initiated by faculty members, then forwarded to the department chair, the Fulton School Curriculum Committee, the dean, and finally to the University Curriculum Committee and/or the Graduate Council. The lack of approval at any level does not stop a proposal from progressing to the next level.
- e. It will be the responsibility of the committee to keep the faculty of the Fulton informed as to its activities and to hold School meetings when appropriate. All committee meetings are open to School members; faculty and/or department chairs may be invited to give expert information to the committee.
- f. The chair of the committee will be elected by the committee.

School of Science and Technology Curriculum Committee

1. Structure of the Committee

The membership of the School Curriculum Committee shall consist of the following members:

NUMBER	STATUS	REPRESENTING
1	voting	Faculty - Department of Biology
1	voting	Faculty - Department of Chemistry
1	voting	Faculty - Department of Geography
1	voting	Faculty - Department of Health Sciences
1	voting	Faculty - Department of Mathematics/Computer Sciences
1	voting	Faculty - Department of Nursing
1	voting	Faculty - Department of Physics
1	voting	SOS&T Representative to UCC
1	non voting/ ex. officio	Representative Office of the Registrar
1	non voting/ ex. officio	Dean of the SOS&T

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2. Policies and Procedures

- a. Departmental representatives will be selected by their departments.
- b. Representatives serve for a three-year term. Individual terms may range from one to three years to provide for staggered terms in the future.
- c. Each term will end on June 30 with departmental elections scheduled in May every third year, as appropriate.
- d. The Curriculum Committee will elect a chair and secretary each year.
- e. Representatives are responsible for keeping their respective departments informed as to activities of the Henson School Curriculum Committee.
- f. Committee vacancies of less than one year due to illness, sabbaticals, etc. will be filled by replacements appointed by the chair of the affected department. Vacancies of one year or more will be filled by departmental elections.

Guidelines for Sponsored Projects Proposal

Directions

The following is a guide for information that you might include in your proposal:

- I. Project Topic:

A simple declarative sentence describing the project will be sufficient.
- II. Project Description:

What is to be done?
People involved?
- III. Project Justification:

Importance to university, school of department
Potential impact on students
Potential for enhancement of faculty member
Potential impact on community or specific population
Contribution to a profession or discipline
- IV. Project Evaluation:
 - A. Expected Accomplishments:

What is the anticipated product or outcome of the project?
 - B. Anticipated Problems:

What problems can be anticipated to be encountered?
 - C. Time frame:

Realistic time frame for entire project.
- V. Project Budget:

Total cost of project including all sources of funds.
\$

Requests/Commitments from:

SU Faculty Development Committee	\$
State or Federal Grant	\$
Matching Funds or Private Support	\$
Grant from President, Provost or Vice President	\$

Salisbury University Foundation Grant Application Form

I. Project Topic:

II. Project Description:

III. Project Justification:

IV. Project Evaluation:

A. Expected Accomplishments:

B. Anticipated Problems:

C. Time frame:

V. Project Budget:



Internal Review Form For Contracts And Grant Proposals

A formal proposal to conduct research and sponsor programs or to administer a gift of support from an external funder represents an offer by Salisbury University or the University Foundation acting as an agency of the State of Maryland. It is necessary therefore that any such proposal has the endorsement of those responsible for carrying out the project as well as those authorized to commit the University and campus to a legal offer. A review and routing procedure has been established in order to ensure that each proposal or application has been reviewed and endorsed by the various responsible persons and that compliance exists between sponsor, donor, University, University Foundation, and the State policies.

The directors of both the Office of Grants and Sponsored Research (8-5395) and the Office of Corporate and Foundation Relations (8-4759) can assist you in completing the review form (this form is available at <http://www.salisbury.edu/grants/Resources.html>) and welcome the opportunity to meet with you to discuss your project and the best way to secure support.

The people involved in the internal review and processing are as follows:

Principal Investigator is responsible for the technical content, quality and preparation of the proposal.

Department Chair is responsible for certifying to the academic soundness of the project, the compatibility of the project with the Principal Investigator's other commitments, the availability of space and facilities, cost sharing commitments, assuring that the project is in keeping with department objectives, and concurring that the proposal should be submitted to the agency or foundation named.

Dean of the School is responsible for determining the appropriateness of the project within School programs, and that the resources will be available.

Office of Grants and Sponsored Research is responsible for providing technical assistance in proposal development, ensuring compliance with applicable Federal and State laws and regulations, and University administrative and academic policies. Concurrently issues of institutional financing, cost sharing, prior acceptance of contractual terms, budget matters, and ensuring that the content meets with acceptable standards involving human subjects research and the experimental use of animals are resolved here.

Office of Corporate and Foundations Relations is responsible for determining the appropriateness of the prospective funder for the proposed project, providing technical assistance in proposal development, determining appropriateness use of University Foundation accounts as cost share, and for all correspondence during the pre and post award process.

Use of the University's Working Fund (Petty Cash Account)

Working Fund

The purpose for the working fund is as follows:

Salary Advances

Purpose:

1. New employees who have not been placed on the State's payroll are entitled to an advance equal to 65% of their salary.
2. Employees not receiving a paycheck due on a specific date caused by an administrative error (all errors must be documented and approved by the Associate Vice President of Administration and Finance or the Payroll Supervisor).

NOTE: The salary advance is not deducted from the employees' paycheck and must be settled when the employee receives his/her first "official" paycheck.

Procedures:

1. New employees not on the payroll may be eligible to receive an advance check on their regular pay day, if approved by the Associate Vice-President of Administration & Finance or the Payroll Supervisor.

Employees must first contact the Payroll Office, HH Room 214, regarding any request for a salary advance.

Travel Advances

Purpose:

1. Out-of-State travel advances may only be given to a new employee traveling out of state without an "[American Express Corporate Card](#)". The amount of advance will be for 90% of the approved amount (less any prepaid items this office has previously processed) if funds are available. No advance or reimbursement will be made by this office unless all appropriate department head signatures have been obtained.

An American Express credit card application is available at [American Express Corp Card Application](#), by pickup in the Accounts Payable Director's Office, Holloway Hall-Room 217 or by campus mail.

2. Athletic travel advances for away games and scouting trips are given for the full amount if requested (in writing) by the Athletic Director at least 1 week in advance of trip.
3. No travel advances will be given for any in-state travel (faculty and staff must file an expense account to be reimbursed).

Procedures:

1. All requests for travel/other advances for the week (allow 7 days in advance) must be in the Accounts Payable Office, Holloway Hall, Room 218, each Monday by 12 noon.
2. Requests received by 12 noon on each Monday will be available for pick-up on Wednesday at 8:00 a.m.
3. All travel advances must be settled (in person) within three (3) working days after the trip has been completed or personal reimbursement will be required.

Other Advances

1. Officials (only) for any athletic or intramural activities may be advanced for the approved amount (requested in writing) by the Athletic Director (providing working fund money is available) at least 1 week in advance of trip.
2. Temporary advances for certain charge funds can be issued with the approval of the Associate Vice-President of Administration and Finance or the Director of Accounts Payable.
3. Prepaid invoice/registration fees will be reviewed individually and the method of payment will be determined by the Working Fund custodian. Normal procedure requires this type of expenditure be paid through the Accounts Payable Office via the State Comptroller's office or by the University's procard not the Working Fund. Thus, required prepayments should be processed at least three-four weeks in advance of any deadline date. Remember, no payment can be made to any vendor unless the State Treasurer's Office and Salisbury University has a federal identification number on file for that vendor.
4. Emergency advances can only be made with the approval of the Director of Accounts Payable or the Associate Vice-President of Administration and Finance.

Use of Institutional and Personal Vehicles

Information on Use of State Owned Vehicles moved to pages 271-272.

Establishing Departmental Committees for Promotion and Tenure

Each academic department in the schools of the university will select a review committee to assist in the evaluation of its faculty for promotion and a review committee to assist in the evaluation of its faculty for tenure. Review committees for promotion will consist of at least three members who are at or above the rank for which the applicant is applying. Review committees for tenure will also consist of at least three members and each of these must themselves be tenured faculty in the university.

The manner of the selection of faculty for review committees will be determined by the faculty members in each department. Each department will determine procedures for committee establishment and the rules and procedures by which review committees will operate, and will provide these in writing to all faculty in the department, the department chair, the dean of the school and the provost.

Faculty from other departments who meet the necessary qualifications may be invited to participate on review committees if the department, the faculty member, or the academic administration determines it is desirable. Where the participation of such faculty is viewed as necessary but cannot be agreed upon by the faculty member, the department, the department chair or the dean and the provost will develop a list of three names of individuals qualified to serve on the review committee and those in disagreement will have three working days in which to select an individual from the list. If a name cannot be selected within three working days, the provost will select from the list the individual who will serve on the review committee.

Faculty members may not serve as committee members on their own review committees nor may the members of their immediate families (wives, husbands, children, parents, parents-in-law, sisters, brothers, sisters-in-law, or brothers-in-law) serve as members on their review committees.

Revised 2/20/02, 9/03



Salisbury University
Salary Information Request Form

Pursuant to provisions of the Maryland Public Information Act, Part III, 10-611 (2), I the undersigned request information on the salary of the following individual(s) or category(ies) of employee(s) at Salisbury University.

Name(s) of individuals: _____, _____, _____
_____ (if more than five, attach separate list)

Category (ies) of Employee(s): (e.g. all part-time, exempt staff, all faculty, all non-exempt staff, etc.)

(If more than three categories, attached separate list)

In receiving this specified salary information, I acknowledge having read and understand the following points.

- 1. Salisbury University is not responsible for any actions that might flow from the misuse of this information.
2. If an employee of Salisbury University, I acknowledge receiving a copy of the University's Policy on Disclosure of Employee Salary Information.
3. Misuse of this information by an employee of the University may subject the employee to legal claims and such misuse will be deemed an action taken outside of their employment with the University.
4. Completed salary request information form to be submitted to the Human Resources (HR) Department.

Print Name: _____ Signed: _____

Address: _____ Date: _____

Date request received in HR Dept. _____ By Whom _____

A. Response Time

The University will provide a response to this request by:

- 1. Approving the request and providing the requested information as promptly as possible but no longer than 30 calendar days.
2. Denying the request and providing a written statement within ten (10) working days that gives reason, legal authority and review opportunities.

B. Fees

- 1. A fee will not be charged for the first two hours needed to search a record.
2. Fees may be charged for work beyond two hours or in cases where copies of the record are requested. Anticipated cost for work beyond two hours is \$35.00 per hour, plus .15 cents per page for copies.
3. The University will consider requests for waivers of the fee.

Name of person who delivered requested information _____

Signature of person who delivered requested information _____

Date information delivered _____

Name and signature of person who received requested information _____

Original Request form to be maintained in Human Resources Dept.

JUSTIFICATION FORM FOR TENURED AND TENURE-TRACK FACULTY

Satisfactory Progress Towards Tenure Unsatisfactory Progress Towards Tenure *

Chair of Tenure Committee: _____

***Attach a development plan to identify the areas where performance(s) will be addressed.**

Satisfactory Progress Towards Tenure Unsatisfactory Progress Towards Tenure

Department Chair: _____

Satisfactory Progress Towards Tenure Unsatisfactory Progress Towards Tenure

Dean: _____

Employee: I have read the above evaluation.

Signature

Date

Revised 10/7/02

Space Committee Utilization Form

TO: Space Utilization Committee
Ellen Zinner, Chair

FROM: (name/title) _____

DATE: _____

- RE:** Request for:
- Use of space/facilities
 - Alteration to space/facilities
 - Change in use of space/facilities
 - Reallocation of space from one unit to another unit
 - Additional space/facilities
 - Issue for future consideration/attention by Committee
 - Other _____

Complete as appropriate/relevant to your request:

Describe the above request (*use additional sheets, if necessary*):

Why is this request being made? What is the need or benefit intended?

What is the impact within the unit/school/department, etc?

When should this be implemented?

Do you have a specific site or physical space in mind? How does this particular site meet your needs? Is there any alternative site that might also meet your needs?

New form 10/7/02

Do you have any estimates of the costs involved in moving and/or renovating the site selected? Do you have any external sources of funds to supplement the costs of moving/renovating?

Is there general agreement and support within your department/agency for this particular request? Please discuss.

Are any student learning outcomes associated with this change? Are there any student credit hours associated with this change? Will scholarly activity or faculty development be enhanced by this space acquisition?

What is the impact on other units/schools/departments, if any? Have there been any discussions with this (these) groups?

What input, if any, was provided in the request by persons within or outside of your unit/school/department?

Any other relevant information to demonstrate the need and value of this request?

Please have your dean/director forward this application and indicate his/her support in writing.

Thank you for completing this form. The Space Utilization Committee will review your request carefully. The Chair of the Committee will contact you within 10 days with any questions or requests for additional information from Committee members. You will be given an opportunity to present your request and additional information at a subsequent Space Utilization Committee meeting.

New Form 10/7/02

IV - SU – Policy on Intellectual Property
(This policy replaces the Policies on Patents (IV – 3.00) and Copyrights (IV- 3.10).)

I. INTRODUCTION

The primary mission of universities is to create, preserve, and disseminate knowledge. When that knowledge takes the form of intellectual property, a university must establish a clear and explicit policy that will protect the interests of both its creators and the university while ensuring that society benefits from the fair and full dissemination of that knowledge.

II. EFFECTIVE DATE

This policy will be effective on July 1, 2002 (“Effective Date”). It will apply to all intellectual property disclosed to the University on or after July 1, 2002. Intellectual property disclosed to the University prior to the Effective Date will remain subject to the UMS Policy on Patents effective May 31, 1990 or the UMS Policy on Copyrights effective May 31, 1990, unless otherwise agreed by the University and all creators of the intellectual property (or the heir or assignee of any creator’s share of Revenue).

III. DEFINITIONS

The terms defined in this section are given special meanings in this policy and appear capitalized throughout.

- A. Personnel.** All University employees, full-time and part-time, including Student Employees acting within their Scope of Employment; non-employee consultants; visitors; and others using University resources.
- B. Resources Usually and Customarily Provided.** All resources provided unless specified otherwise, in advance and in writing, as a condition of using the resource.
- C. Revenue.** Consideration paid in cash or equity by a third party in exchange for specific intellectual property rights. Revenue does not include research support in any form (e.g., sponsored research agreements, restricted grants, unrestricted grants, or equity), tuition income, and contract income received by the University including contract income received in lieu of tuition.
- D. Scope of Employment.** All activities, related to the field or discipline of the faculty member’s appointment, including the general obligation of a faculty member to teach, to do creative work, and to conduct research, or related to the employment responsibilities of non-faculty Personnel, and for which Personnel receive compensation from the University, where compensation is any consideration, monetary or otherwise, including but not limited to, title and the ability to use University resources.
- E. Sponsored Research Agreements.** Grants, contracts, cooperative agreements, and other agreements under which research or development activities will be carried out, or other agreements administered by the University that relate to intellectual property created under the agreement.
- F. Students.** Persons enrolled in a University, acting within the course of their academic work, including, but not limited to, undergraduates, graduate and professional students, non-degree students, and not-for-credit students.
- G. Student Employee.** A Student who is also a University employee, acting within the Scope of Employment.
- H. University.** One of the following: a constituent institution of the University System of Maryland, the University of Maryland Biotechnology Institute, the University of Maryland Center for Environmental Science, or the University System of Maryland Office.

New Policy 10/7/02

IV. GENERAL PROVISIONS

- A. Purpose.** The purpose of this policy is to set forth the terms, conditions, and procedures whereby the University System of Maryland, Personnel and Students establish and maintain their interests in intellectual property created by or used at USM institutions, taking into account intellectual property laws governing patents, copyrights, trademarks, and other forms of intellectual property. This policy governs the ownership and protection of such property at the University.
- B. Scope of Application.** All Personnel and Students shall comply with this policy, as amended from time to time. This policy shall be included in the faculty handbook, as directed in Board of Regents Policy II - 1.00, Section I. B.2.
- C. Protecting University Interests.** Personnel and Students may not (1) sign agreements or take any action on behalf of the University unless they are authorized agents of the University, or (2) make unauthorized use of the name of the University. In cases where Personnel or Students take such actions, the University is not bound to honor those actions or agreements.
- D. Acquisition.** The University may acquire ownership or use of intellectual property by assignment, license, gift, bequest, or any other legal means. The University shall administer such intellectual property in accordance with this policy unless otherwise required by the terms of the acquisition.
- E. Administration of Intellectual Property, which is not University-owned.** At the request of the owner, intellectual property not owned by the University may be administered by the University. In such cases this policy shall govern that administration unless the University agrees otherwise in writing.
- F. Sponsored Research**
- 1) **Ownership.** Sponsored research agreements shall provide that all intellectual property developed by Personnel or Students under such agreements shall belong to the University; however, the University, on a case-by-case basis (as circumstances warrant, and consistent with applicable private use restrictions e.g., under bond covenants), may agree to assign ownership or licensing rights to the sponsor, subject to the University's right to use and reproduce the intellectual property for research and educational purposes. The University's president or designee shall approve any such agreement.
 - 2) **Federal Sponsorship.** Any research project that is funded, in whole or in part, by a federal agency is subject to specific federal statutes and regulations. Those regulations generally allow the University to elect title to any invention that is conceived of or first actually reduced to practice in the performance of federally funded research with the purpose of commercializing the invention, subject to the government's rights which include reservation of a nonexclusive license to use the invention world-wide for government purposes.
- G. Implementation Authority.** The Chancellor shall have the authority and responsibility for implementation and coordination of this policy. Each president shall have the authority and responsibility to implement and coordinate this policy within the president's University. Subject to the other provisions of this policy and applicable law, the presidents may enter into agreements with respect to ownership, licensure, disposition of intellectual property, disposition of royalty income, resolution of disputes, and other matters related to intellectual property in which that University has an interest under this policy, and may register intellectual property; seek protection under copyright, trademark, and/or patent laws; and enforce, defend, manage, and take any action relevant to the institution's intellectual property rights that is necessary for the proper administration of this policy.

New Policy 10/7/02

V. COPYRIGHTS

A. Ownership by Creator. Personnel and Students shall have all rights in copyrights of their work, subject to section V.B. below, with the following exceptions.

- 1) Scope of Employment. The University owns all rights in copyright for work produced by non-faculty Personnel within the Scope of Employment.
- 2) Sponsored Research Agreements. The University owns all rights in copyright for work produced by Personnel or Students under Sponsored Research Agreements.
- 3) Signed agreements. The University owns all rights in copyright for all work as stated in written agreements.
- 4) Computer Programs and Software. Ownership of copyrighted software and computer programs is addressed in Section VII.
- 5) Technology-mediated Instructional Materials. Ownership and use of technology-mediated instructional materials is addressed in this Section (V) the policy.

B. Right of Use

- 1) University rights. The University shall have the right to use and reproduce for research and educational purposes scholarly and original works, whether owned by the University, Personnel, or Students, for which it has provided resources. Faculty members retain all legal rights to protect against the exploitation of copyrighted material owned by the member.
- 2) Additional Rights. If the University wishes to secure additional rights in copyrighted work, it shall so specify in writing at the time it provides resources beyond Resources Usually and Customarily Provided or other consideration.

C. Responsibilities of Personnel and Students

- 1) Assignment. For work to which the University has or had rights of ownership or use under this policy, Personnel and Students shall, upon request, execute all legal documents designed to assist the University, or its assignees, in proving or benefiting from such rights, as deemed appropriate by the University.
- 2) External Collaborations. See Section IV.C and the Policy on Professional Commitment of Faculty, BOR 41.0 II-3.10.
- 3) Use of Copyrighted Materials. All Personnel and Students are responsible for complying with University guidelines on the fair use of copyrighted material and for complying with the requirements of copyright law, including obtaining required permissions to use copyrighted material. Guidelines for the use of copyrighted material are published in the Faculty Handbook, Student Handbook, and in policies maintained in the University Office of Publications.

D. Responsibilities of the University

- 1) Agreement Regarding Use of Resources Beyond Resources Usually and Customarily Provided. When the University authorizes or directs efforts to create a work or works using University resources beyond Resources Usually and Customarily Provided, it shall enter into a written agreement addressing the extent of use of resources, the schedule for the project (if appropriate), control over the work and its revisions, and ownership of the work. When the work done by Personnel routinely involves resources

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beyond Resources Usually and Customarily Provided, compliance with this section may be accomplished by including the required terms in an employment agreement.

- 2) Sharing of Revenue. The University shall remit to creators or their assignees or heirs, their share of Revenue from copyrights as specified in Section XI.A. of this policy.
- 3) Use of Copyrighted Materials. The University guidelines are published in the Faculty and Student Handbooks. (For purposes of clarification, these guidelines can be found in the Policies on Obtaining Permissions for Use of Copyrighted Materials (p. 212); Copyright for the Reproduction and Use of Non-Print Materials (p. 215); and Duplicating Classroom Presentations Materials (p. 218).) Furthermore, the University library posts information on copyright law.

VI. PATENTS

A. Ownership

- 1) University Ownership
 - a) Within Scope of Employment. The University owns inventions created by Personnel within the Scope of Employment.
 - b) Use of University Resources. The University owns inventions created by Personnel, Graduate Students, or Professional Students with the use of University resources.
 - c) Signed Agreements. The University owns all inventions made by Personnel or Students under Sponsored Research Agreements and as stated in written agreements.
- 2) Creator Ownership
 - a) Outside Scope of Employment. Personnel, Graduate Students, and Professional Students own patent rights to inventions conceived and first reduced to practice outside the Scope of Employment and without the use of University resources and not subject to Sponsored Research Agreements or other written agreements.
 - b) Student Ownership. Undergraduate, non-degree, and not-for-credit Students own inventions they create unless the invention is subject to another provision of this section.

B. Responsibilities of Personnel and Students

- 1) Disclosure. Personnel and Students shall disclose inventions, which are subject to University ownership to the president or designee in a timely manner, fully, and in writing. When uncertain about the University's rights, Personnel and Students shall disclose.
- 2) External Collaborations. In accord with Section IV.C., Personnel and Students may not: (a) sign patent agreements or other documents (e.g., invention reports, licenses, assignments, Material Transfer agreements, or Confidential Disclosure Agreements) which abrogate the University's rights; (b) make unauthorized use of the name of the University; or © transfer material relating to intellectual property outside the University, except pursuant to a properly authorized Material Transfer Agreement. See also the Policy on Professional Commitment of Faculty, BOR II-3.10.
- 3) Assignment. As to an invention in which the University has a right to ownership or use, the inventor, upon request, shall execute promptly all contracts, assignments, waivers or other legal documents necessary to vest in the University, or its assignees, any or all rights to the invention, including assignment of any patents or patent applications relating to the invention.

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C. Responsibilities of University

- 1) **Timely Evaluation.** The University shall evaluate inventions disclosed in accordance with Section VI.B.1) and shall do so with reasonable promptness and in good faith. The University shall decide whether to seek legal protection of its ownership rights, such as filing for patent protection; the scope of patent protection; and whether and how to pursue, limit, or abandon commercialization. The University may at any time decide not to pursue or to abandon the pursuit of patenting and/or commercialization of any invention in which it has an interest.
- 2) **Timely Information.** The University shall inform inventors in a timely manner about substantive decisions regarding protection, commercialization and/or disposition of inventions disclosed in accordance with Section VI.B.1). Terms of agreements, which constitute proprietary business information, may be treated as confidential by the University in accordance with applicable law. The University shall notify inventors promptly when it decides either not to pursue, or to abandon pursuit of, all efforts to commercialize an invention.
- 3) **Commercialization by Inventors.** The University, at its discretion and consistent with the public interest, may license intellectual property to the inventors on an exclusive or non-exclusive basis. Inventors must demonstrate technical and business capability to commercialize the intellectual property. Agreements with inventors shall be subject to review and approval of conflict of interest issues in accordance with applicable University policy.
- 4) **Assignment of Ownership.** The University may assign ownership to the inventors as allowed by law, subject to the rights of sponsors and to the retention by the University of a license which at a minimum shall grant the University the right to use intellectual property in its internally administered programs of teaching, research, and public service on a perpetual, royalty-free, non-exclusive basis. The University may retain more than the minimum license rights, and assignment or license may be subject to additional terms and conditions, such as Revenue sharing with the University or reimbursement of the costs of legal protection. The University shall negotiate promptly, upon written request by the inventors, the transfer to the inventors of the University's interest in any invention that it has chosen not to protect or commercialize, subject to any legal obligation to offer its interest to a sponsor, licensee, or another institution with rights to the invention before it can agree to negotiate the transfer of the University's interest in an invention to the inventors.
- 5) **Sharing of Revenue.** The University shall remit to the inventors or their assignees or heirs, their share of Revenue from inventions as specified in Section XI.B. of this policy.

VII. COMPUTER PROGRAMS AND SOFTWARE

A. Ownership

- 1) **University Ownership**
 - a) **Within the Scope of Employment.** The University owns computer programs and software created by Personnel within the Scope of Employment. However, faculty own computer programs and software created within the Scope of Employment, except when covered by a written agreement.
 - b) **Use of University Resources.** The University owns computer programs and software created by Personnel, graduate Students, or professional Students with the use of University resources. However, faculty own computer programs and software created within the Scope of Employment, except when covered by a written agreement.
 - c) **Signed Agreements.** The University owns all computer programs and software created or made by Personnel or Students under Sponsored Research Agreements and as stated in written agreements.

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- 2) Personnel Ownership
 - a) Outside Scope of Employment. Personnel, graduate Students, and professional Students own software and computer programs conceived and first reduced to practice, and/or authored, outside the Scope of Employment and without the use of University resources and not subject to Sponsored Research Agreements or other written agreements.
 - b) Student Ownership. Undergraduate, non-degree, and not-for-credit Students own computer programs and software they create unless the computer program or software is subject to another provision of this section.

B. Responsibilities of Personnel and Students

- 1) Disclosure. Personnel and Students shall disclose computer programs and software that are subject to University ownership to the president or designee in a timely manner, fully, and in writing. When uncertain about the University's rights, Personnel and Students shall disclose. Disclosure may include deposit of a digital-time-stamped copy of the software program, with appropriate annotations.
- 2) External Collaborations. See Section IV.C. See also the Policy on Professional Commitment of Faculty, BOR II-3.10.
- 3) Assignment. As to a computer program or software in which the University has a right to ownership or use, the creator, upon request, shall execute promptly all contracts, assignments, waivers or other legal documents necessary to vest in the University, or its assignees, any or all rights to the computer program or software, including assignment of any patents, copyrights, patent applications, or copyright applications, relating to the work.

C. Responsibilities of University

- 1) Timely Evaluation. The University shall evaluate computer programs and software disclosed in accordance with Section VII.B.1) and shall do so with reasonable promptness and in good faith. The University shall decide whether to seek legal protection of its ownership rights, such as filing for patent protection, the scope of patent protection, and whether and how to pursue, limit, or abandon commercialization. The University may at any time decide not to pursue or to abandon the pursuit of patenting and/or commercialization of any computer program or software in which it has an interest.
- 2) Timely Information. The University shall inform creators in a timely manner about substantive decisions regarding protection, commercialization and/or disposition of computer programs or software disclosed in accordance with Section VII.B.1). Terms of agreements, which constitute proprietary business information, may be treated as confidential by the University in accordance with applicable law. The University shall notify creators promptly when it decides either not to pursue, or to abandon pursuit of, all efforts to commercialize computer programs or software.
- 3) Commercialization by Creators. The University, at its discretion and consistent with the public interest, may license intellectual property to the creators on an exclusive or non-exclusive basis. Creators must demonstrate technical and business capability to commercialize the intellectual property. Agreements with creators shall be subject to review and approval of conflict of interest issues in accordance with applicable University policy.
- 4) Assignment of Ownership. The University may assign ownership to the creators as allowed by law, subject to the rights of sponsors and to the retention by the University of a license which at a minimum shall grant the

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University the right to use intellectual property in its internally administered programs of teaching, research, and public service on a perpetual, royalty-free, non-exclusive basis. The University may retain more than the minimum license rights, and assignment or license may be subject to additional terms and conditions, such as Revenue sharing with the University or reimbursement of the costs of legal protection. The University shall negotiate promptly, upon written request by the creators, the transfer to the creators of the University's interest in any computer program or software that it has chosen not to protect or commercialize, subject to any legal obligation to offer its interest to a sponsor, licensee, or another institution with rights to the intellectual property before it can agree to negotiate the transfer of the University's interest in intellectual property to the creators.

5) Sharing of Revenue. The University shall remit to the creators or their assignees or heirs, their share of Revenue from computer programs or software as specified in Section XI.B. of this policy.

VIII. TECHNOLOGY-MEDIATED INSTRUCTIONAL MATERIAL

Section V, Copyrights, shall apply to any materials that may be considered to be technology-mediated instructional materials.

IX. OTHER TYPES OF INTELLECTUAL PROPERTY

A. Tangible Research Property. The principles in Section VI. that apply to inventions and patents also apply to tangible research property.

B. Mask Works. The principles in Section VI. that apply to inventions and patents also apply to mask works.

C. Plant Varieties. The University owns and may protect or commercialize plant varieties according to the principles of Section VI.

D. Trademarks, Service Marks, and Trade Dress. Trademarks, service marks, and trade dress may be created in association with an underlying license for another form of intellectual property, such as a patent or a plant variety ("associated with other intellectual property"), or independently, such as a university logo or symbol ("independently created").

- 1) Associated with Other Intellectual Property. The University owns a trademark, service mark or trade dress if it is associated with other intellectual property owned by the University.
- 2) Independently Created. The University owns trademarks, service marks, and trade dress that are independently created by Personnel within the Scope of Employment unless the University agrees otherwise in writing.
- 3) Commercialization. The University may commercialize or license its trademarks, service marks, and trade dress.
- 4) Registration. The president or designee shall approve registration of trademarks or service marks, at the state or federal level.

X. INTERINSTITUTIONAL AGREEMENTS

A. Joint Appointments and Affiliations. This section applies when an individual has an appointment in and receives support for research or creative work from two or more Universities and when a Student or Student Employee is earning a degree in one University but doing research or creative work in another.

- 1) Ownership. When more than one University can claim ownership to intellectual property under this policy, they own it jointly.

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- 2) **Management Agreements.** Universities that are or may become joint owners of intellectual property shall enter into agreements stating which University will be responsible for management of the intellectual property. Universities are encouraged to negotiate standard agreements whenever possible.
 - a) **Terms to be Addressed.** The agreements shall state which institution will be responsible for prosecution of patent applications or other forms of intellectual property protection, which institution will license the intellectual property, how expenses and deductions from Revenue will be allocated, and how institutional net revenue will be shared. The distribution of each University's share of Net Revenue, Project Specific Costs, and General Costs shall be addressed in the management agreement.
 - b) **Student Requirements.** With regard to Students and Student Employees, agreements shall specify whether the degree-granting University or the supporting University will be responsible for managing intellectual property they create when that property is subject to University ownership.
- 3) **Responsibilities of Managing University.** The University managing intellectual property under an agreement shall promptly inform the other University or Universities about steps taken with regard to ownership. Such information shall include at minimum copies of the invention disclosure form, documents associated with filing for statutory protection, assignment of rights, and license agreements. If the managing University decides not to proceed, the other owning University or Universities shall have the right to assume responsibility as the managing University.
- 4) **Distribution of Revenue.** The managing University shall distribute Revenue to the creators and share net revenue in all cases according to Section XI.
- 5) **Disputes.** A president may ask the Chancellor to intercede if the Universities are unable to reach agreement or differ in their interpretation of an agreement. The Chancellor's decision shall be final and binding on all parties.

B. Joint Creators. This section applies when Personnel or Students from two or more Universities collaborate.

- 1) **Early Notification.** As soon as collaborators from different Universities recognize that their efforts have resulted in, or are likely to result in, the creation of intellectual property subject to this policy, they shall inform their respective Universities that an agreement is needed.
- 2) **Agreements Govern.** Signed agreements between Universities shall determine ownership of intellectual property, responsibility for managing it, and distribution of expenses and Revenue resulting from its development. Universities whose Personnel or Students are engaged in frequent collaboration are encouraged to negotiate standard agreements within the framework of this policy.
- 3) **Disputes.** A president may ask the Chancellor to intercede if the Universities are unable to reach agreement or differ in their interpretation of the agreement. The Chancellor's decision shall be final and binding on all parties.

XI. REVENUE SHARING

Unless otherwise agreed to in writing by the creators of a work or inventors of an invention, each named creator or inventor shall receive equal shares of net Revenue.

A. Copyrights. The University shall share with creators Revenue it receives from copyrights of their work, subject to certain exceptions.

- 1) **Exceptions**
 - a) **Scope of Employment.** Revenue generated from work produced by non-faculty Personnel within the Scope of Employment is excluded from sharing. However, the University may elect, by written agreement or University policy, to pay up to fifty percent of net Revenue to such non-faculty Personnel.

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- b) Contract. When a third party contract dictates apportionment of Revenue different from that specified in this policy, the terms of the contract govern.
 - c) Equity. Equity shall be distributed in accord with Section XI.G.
 - d) Technology-mediated Instructional Materials. University policy adopted to fulfill Section VIII may exclude some or all Revenue from sharing.
- 2) Deductions from Revenue. The University shall make the following deductions from Revenue before distributing net Revenue (Section XI.A.3).
- a) Creators' Share. First, ten percent of Revenue shall be distributed among the creators of the work until the cumulative total reaches the limit set pursuant to this paragraph that was in effect during the fiscal year in which the University first received Revenue. The limit in FY2003 is \$10,000 to be shared among the inventors. The Chancellor shall establish a new limit for each succeeding fiscal year by adjusting the previous year's limit by an amount reflecting the change in the Consumer Price Index during the last calendar year completed, rounded to the nearest \$100.
 - b) General Costs. Second, the University will deduct 30% of Revenue to cover the general cost of developing, obtaining, managing, and defending creative works, unless otherwise agreed to by the University and creators, in writing.
 - c) Project Specific Costs. Third, the remaining 60% of the Revenue received from a work shall be applied to reimburse any specific, incremental expenses incurred by the University in obtaining and maintaining the copyright, and in developing, marketing, licensing, and defending the work. After reimbursement of the University's expenses, Revenue may be used to reimburse costs incurred by creators on behalf of their own works but only if the University had authorized such expenses in advance in writing.
 - d) Residual Creators' Share. Fourth, after project specific costs have been paid in full, any remaining Revenue shall go to the creators until the threshold dollar amount has been paid, as specified above in Section XI.A.2(a).
- 3) Distribution of Net Revenue. Net Revenue is the revenue remaining after deductions under XI.A.2.
- a) Creators' Share. The University shall distribute among the creators fifty percent (50%) of the net Revenue it receives from their creative work unless applicable laws, regulations, provisions of grants or contracts, or signed agreements with creators provide otherwise.
 - b) University's Share. The University shall receive 50% of the net Revenue. The Provost maintains guidelines for the use of the University's share of the net Revenue. From time to time, and in consultation with faculty members or their representatives, the Provost may amend these guidelines. Net Revenue received on account of copyrighted work shall be dedicated to research, scholarship, creative work, and related academic activities.
- 5) Timely Distribution. The University shall distribute accrued Revenue due creators under this policy at least annually. Distribution will be made along with a statement of related income and expenses.

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B. Patents and Computer Programs and Software. The University shall share with inventors or creators Revenue it receives from their inventions or creations as provided in this section.

- 1) Exceptions
 - a) Contract. When a third party contract dictates apportionment of Revenue different from that specified in this policy, the terms of the agreement govern.
 - b) Equity. Equity shall be distributed in accord with Section XI.G.
- 2) Deductions from Revenue. The University shall make the following deductions from Revenue before distributing net Revenue (Section XI.B.3).
 - a) Creators' or Inventors' Share. First, ten percent of Revenue shall be distributed among the creators or inventors until the cumulative total reaches the limit set pursuant to this paragraph that was in effect during the fiscal year in which the University first received Revenue. The limit in FY2003 is \$10,000 to be shared among the inventors or creators. The Chancellor shall establish a new limit for each succeeding fiscal year by adjusting the previous year's limit by an amount reflecting the change in the Consumer Price Index during the last calendar year completed, rounded to the nearest \$100.
 - b) General Costs. Second, the University shall deduct 30% of Revenue to cover the general cost of developing, obtaining, managing, and defending inventions or creative work, unless otherwise agreed to by inventors or creators and the University, in writing.
 - c) Project Specific Costs. Third, the remaining 60% of Revenue received from a creative work, patent, or invention shall be applied to reimburse any specific, incremental expenses incurred by the University in obtaining and maintaining the patent and in developing, marketing, licensing, and defending the patent or licensable invention or creative work. After reimbursement of the University's expenses, Revenue may be used to reimburse costs incurred by inventors or creators on behalf of their own works but only if the University had authorized such expenses in advance in writing.
 - d) Residual Creators' Share. Fourth, after project specific costs have been paid in full, any remaining Revenue shall go to the creators until the threshold dollar amount has been paid, as specified above in Section XI.B.2(a).
- 3) Distribution of Net Revenue. Net Revenue is the Revenue remaining after deductions under XI.B.2.
 - a) Creators' Share. The University shall distribute among the inventors or creators fifty percent (50%) of the net Revenue it receives from their inventions or creations unless applicable laws, regulations, provisions of grants or contracts, or signed agreements with inventors or creators provide otherwise.
 - b) University's Share. The University shall receive 50% of the net Revenue. The Provost maintains guidelines for the use of the University's share of the net Revenue. From time to time, and in consultation with faculty members or their representatives, the Provost may amend these guidelines. Net Revenue received on account of an invention shall be dedicated to research and to the promotion of patenting and patents.
- 4) Timely Distribution. The University shall distribute Revenue due creators under this policy at least annually. Distribution will be made along with a statement of related income and expenses.

C. Tangible Research Property, Mask Works, and Plant Varieties.

When tangible research property, mask works, or plant varieties are licensed, Revenue shall be distributed in the same manner that Revenue is distributed under Section XI.B.

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D. Trademarks, Service Marks, and Trade Dress

- 1) Creators' Share
 - a) Associated with Other Intellectual Property. Revenue received from commercialization of a trademark, service mark, or trade dress that is related to an intellectual property license shall be shared with creators of the trademark, service mark, or trade dress, as specified in Section XI.B.
 - b) Independently-created trademark, service mark, or trade dress. Except as provided herein or unless subject to prior written agreement between the creators and the University, the University will not share the Revenue from commercialization of a trademark, service mark, or trade dress with the individuals who created the trademark, service mark, or trade dress.
- 2) University Ownership. Revenue received from commercialization of a trademark, service mark, or trade dress licensed independently and not directly related to another form of intellectual property license shall not be shared and shall belong to the University.

E. Joint Appointment. In situations covered by section X., the University's share of net Revenue shall be divided equally among the Universities or as otherwise provided by written agreement.

F. Joint Creators. If joint creators are from different Universities, the University's share of net Revenue shall be divided equally unless determined by signed agreements as provided in Section X.B.2.

G. Equity

- 1) Issuance of Shares. Equity may be issued separately to the University and the inventors or creators.
- 2) Distribution of Shares. Equity in a commercial venture received as consideration for intellectual property rights shall be shared equally between the University and the creators, unless a different distribution is negotiated in an agreement signed by the University and the creators of the relevant intellectual property.
- 3) Timely Distribution. When the University receives all shares directly, as soon as practicable after the University receives equity, and subject to the creators receiving any conflict of interest exemptions that must be granted and complying with any conditions for those exemptions, the University shall transfer equity shares to the creators. The University and creators shall have independence in their exercise of equity holder privileges within the constraints of law, policy, and specific exemption under Maryland law from the State Ethics Law, and contractual agreements.
- 4) Unqualified Persons. Personnel or Students not qualified to hold the equity under applicable law shall designate a qualified person to receive the equity. If no designee is named within thirty days of a written request by the University to do so, the right to a share of the equity shall be forfeited to the University.

XII. ADMINISTRATION

A. University Implementation.

The initial point of contact at Salisbury University is the Director of Grants and Sponsored Research.

B. Authority to Subcontract. The University may enter into contracts with third parties in connection with the development, administration, and protection of its intellectual property.

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C. Special Cases

- 1) Issues not addressed. The Board of Regents recognizes that special cases will arise that are not specifically covered by this policy. In such cases, Presidents may make a decision on how to proceed and report that decision to the Chancellor. Alternatively, the President may submit such cases to the Chancellor or designee for resolution. All decisions on such cases shall be reported to the Intellectual Property Committee, which will take them into account in its annual review of this policy.
- 2) Policy waivers. Only the Chancellor may waive any provision of the USM Policy or of any University's approved policy on intellectual property. All decisions concerning waiver shall be reported to the Intellectual Property Committee and to the Board of Regents.

D. USM Intellectual Property Committee

- 1) Membership. The Chancellor shall appoint one representative from each institution from nominees submitted by the presidents. The Chancellor will assure that faculty members constitute a significant proportion of the membership and that representatives of technology transfer offices shall routinely meet with the Committee. Members shall serve a three-year term. No voting member may serve more than two consecutive terms. The Vice Chancellor for Academic Affairs shall chair the Committee, without a vote.
- 2) Responsibilities. The Committee shall advise the Chancellor on intellectual property matters. It shall convene at least once each academic year to review this policy and may recommend revisions to the policy. The Committee shall also meet at the call of the Chair. A University president or the Chancellor may refer to the Committee for its recommendations to the Chancellor matters relating to this policy, including relevant matters not addressed by the policy, and suggestions for revisions. The Chancellor may ask the Committee for advice on the resolution of disputes over intellectual property.
- 3) Creator's Right to Participate. Whenever the Committee considers this policy's application in order to advise the Chancellor about a specific work, Personnel or Students who created the work or their representative may make a written presentation and an oral presentation to the Committee.

XIII. REPORTING

The University president shall report annually to the Chancellor and the Board of Regents on intellectual property activity at the University. The report, in a format to be determined by the Chancellor, shall include data for the preceding year on disclosures, patent applications, patent awards, licenses, and start-up companies, distinguishing when appropriate between Maryland-based companies and those outside of the State. The report shall also include data on revenue and expenditures associated with the University's technology transfer function.

Approved by the following committees and individuals:

Faculty Senate – March 2002

Provost – July 2002

President – July 2002

Board of Regents – July 2002

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Glossary (This section is provided for information only. It is not part of the policy.)

Commercial venture - a start-up company, limited partnership, joint venture or any other entity that has obtained an option or a license to university technology.

Confidential Disclosure Agreement - An agreement or section of an agreement that prevents parties to the agreement from releasing knowledge or information without the other's permission.

Copyright - The intangible property right granted by statute for an original work fixed in a tangible means of expression. A copyright provides the owner with the following exclusive rights over a work: to reproduce, to prepare derivative works, to distribute, to perform publicly, and to display publicly. Copyright comes into existence immediately at the time the work is fixed in a tangible means of expression.

Creative works - "Original works of authorship" that are fixed in a tangible form of expression that may be protected by copyright. The fixation need not be directly perceptible so long as it may be communicated with the aid of a machine or device. Copyrightable works include the following categories: (1) literary works; (2) musical works, including any accompanying words; (3) dramatic works, including any accompanying music; (4) pantomimes and choreographic works; (5) pictorial, graphic, and sculptural works; (6) motion pictures and other audiovisual works; (7) sound recordings; and (8) architectural works.

Creator - Refers to an individual or group of individuals who make, conceive, reduce to practice, or otherwise make a substantive intellectual contribution to the creation of intellectual property. "Creator" follows the definition of "inventor" used in U.S. patent law and the definition of "author" used in the U.S. Copyright Act.

Disclose - Formally record the essence of a potentially patentable concept, the circumstances in which it was conceived, the persons participating in the invention, and the steps taken to reduce it to practice, if applicable, in accord with the requirements of U.S. patent law for establishing precedence.

Equity or equity shares - Shares of common or preferred stock, warrants, options, convertible instruments, units of a limited partnership, or any other instruments conveying ownership interest in a commercial venture, or options or rights to purchase an ownership interest.

First sale - The principle that gives the purchaser of a copyrighted work the right, among other things, to lend it to others.

Intellectual property - The intangible value developed by human creativity that is protected by the legal mechanisms of patents, trademarks, copyrights, service marks, trade secrets, mask works, and plant variety protection certificates. Rights derived from legislation include ownership and disposition, including commercialization. Intellectual property encompasses inventions, discoveries, know-how, show-how, processes, unique materials, copyrightable works, original data, and other creative or artistic works that have value. It also includes the physical embodiments of intellectual effort such as models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions or matter, plants, and records of research.

Invention - any discovery which is or may be patentable or which may be commercially licensable.

License - A contract in which an intellectual property owner grants permission to exercise one or more of the rights that an owner holds.

Mask work - A series of related images representing a predetermined, three-dimensional pattern of metallic, insulating, or semi-conducting layers of a semiconductor chip product.

Material Transfer Agreement - A contract covering transfer of physical possession and use of tangible research property into or out of the university.

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Patent (U.S. only) - The intangible property right to exclude others from making, using, offering for sale, or selling the invention in the United States or importing the invention into the United States. In order to obtain patent protection, an invention must be useful, novel and unobvious.

Plant variety protection certificate - Registration under the Plant Variety Act of 1970 that protects sexually propagated cultivars that are distinctive, uniform and true-breeding.

Royalty - Payment made to an owner of intellectual property for the privilege of practicing a right held by the owner of the intellectual property under applicable law.

Tangible research property - Includes the physical embodiments of intellectual effort such as models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions of matter, plants, and records of research. Tangible research property is distinct from intangible properties such as patents, trademarks, copyrights, service marks, trade secrets, mask works, and plant variety protection certificates. Individual items of tangible research property may be associated with one or more intangible properties.

Trade dress - Distinctive and unique packaging, color combinations, building designs, product styles, and overall presentations identifying the source, product, producer, or distributor of goods and services where the appearance distinguishes the product or business from other similar products or businesses but is not distinctive or specific enough to be considered a trademark.

Trademarks and service marks - Distinctive words or graphic symbols identifying the source, product, producer, or distributor of goods and services.

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The following policies are provided for information only to Section V.D.3. and can be found in Chapter 3. They are not a part of the Intellectual Property Policy.

- 1. SU Policy on Obtaining Permissions for Use of Copyright Materials – Page 212**
- 2. SU Policy on Copyright for the Reproduction and Use of Non-Print Materials – Page 215**
- 3. SU Policy on Duplicating Classroom Presentation Material – Page 218**

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