

The chair of the Hearing Committee, elected by and from the Hearing Committee members, may at his or her discretion permit additional witnesses to testify. Unless both parties waive the requirement, notice of this decision must be given at least five days before the witnesses are called to testify. The purpose of the hearing is to give the researcher and the college the opportunity to present their cases. Both may submit written arguments concerning any related matters, and the chair of the Hearing Committee may request such written arguments. The hearing shall be conducted informally, and technical rules of evidence and procedure shall not apply. Nonetheless, both the researcher and the college may opt to have attorneys present. Both parties must be notified in writing at least five days in advance if an attorney is to be present. The hearing will be closed unless both parties agree that it be open.

Subject to the standards of fairness, the Hearing Committee shall consider the existing record in the case together with the oral, written or other evidence admitted. The researcher and the college may introduce witnesses who may be questioned by members of the Hearing Committee and by the researcher, the college and/or their representatives (such as legal counsel). The burden of proof is on the college to establish its allegations by clear and convincing evidence.

Unless the Hearing Committee gives notice that a delay is possible, the report will be sent to the President within thirty days of the final completion of all hearings in the case. In its report, the committee will recommend to the President either that there are no grounds for sanctions, or that certain sanctions should be imposed, or that one or more of several alternative sanctions should be considered. Such sanctions include, but are not limited to, dismissal from any or all positions within the college, withholding of research funds, temporary or permanent suspension from any or all research, and written or oral reprimands. Committee recommendations must be accompanied by specific findings of fact and explanations of the recommendation of sanctions. A copy of the report must be sent to the researcher or his or her representative or counsel at the time that it is transmitted to the President.

The President shall consider the recommendations of the Hearing Committee in making a final decision on whether sanctions should be imposed on the researcher, and if so, what those sanctions should be. If possible, the President's decision should be made and transmitted to the researcher and the Committee within ten days of receiving the Committee's report.

## **8.5.2 Intellectual Property**

### **8.5.2.1 Ownership of Intellectual Property**

All faculty members and students of Harvey Mudd College have full ownership of any intellectual property that they produce during the course of their involvement with the college, except when external sponsorship of the work requires the assignment elsewhere,

as in clinic projects, and/or the individual(s) and the college have entered into specific written agreements to the contrary.

Written agreements assigning ownership of the intellectual property of the college may be required when the college is sponsoring the work directly, through release time or faculty research grants for example, or when the college is providing facilities or equipment specially acquired, altered, or assigned for the purpose of carrying out the work. The request for sponsorship, either internal or external, or the need to acquire or use special facilities will typically invoke a review of the possible need for a written agreement. The Dean of Faculty will oversee the review and, in collaboration with the Office of Business Affairs and the President's Office, will execute written agreements when appropriate and according to the spending limitation authorization policy as adopted by the Board of Trustees. When such an agreement is executed, all resulting royalty and license revenue, net of directly attributable development and promotion costs, will be shared 50 percent by the author(s)/inventor(s) and 50 percent by the college, unless otherwise stipulated. Should the participants in the work wish to appeal the dean's proposed agreement, a hearing board composed of the President, the Chair of the Faculty, and the Treasurer will hear the appeal.

When there is a written agreement, or upon the request of the author(s)/inventor(s), the college may choose to employ its best efforts, either directly or through an agent such as a publisher or the Research Corporation, to protect the intellectual property through copyright or patent and to develop its full revenue potential.

Unless otherwise stipulated in the agreement, the college may employ such property on a royalty-free basis during the development process, but the author(s)/inventor(s) will receive their full share of royalty revenue from college use once the property becomes a commercial product.

If there is a written agreement, but the college declines to exercise its option to protect the property and to initiate the development of its revenue potential within the time frame stipulated within the agreement, ownership shall revert to the author(s)/inventor(s), and the faculty or students involved are encouraged to protect and develop their property themselves.

#### **8.5.2.2 Procedures**

If the college chooses to pursue the patentability of intellectual property, it may do so by employing its own lawyers or through the services of Research Corporation for Science Advancement (RCSA):

<http://www.rescorp.org/>

In the latter case the college has entered into an agreement with RCSA to provide management services for intellectual property so as to assist employees with their inventions. Basically, the agreement provides that employees may submit their inventions

to RCSA for evaluation. If the evaluation is favorable, RCSA will enter into a letter agreement with the inventor. RCSA, at its own expense, will file patent applications covering the invention and will use its best efforts to introduce the invention into public use and to secure a reasonable revenue therefrom by issuing licenses or otherwise. Under the terms of the agreement, RCSA will pay to the college the first 15 percent of the gross revenue it receives from the invention. After the deduction of certain RCSA expenses, the remainder of the revenue will be divided equally between RCSA and the college.

Unless other arrangements are agreed upon by the college and the inventor, all revenue received by the college from RCSA will be distributed as follows:

1. Full reimbursement is made to the college of any identifiable expenses incurred in creating the intellectual property (unless prior agreement to the contrary has been reached);
2. Of the remainder, 70 percent is paid to the person or persons developing the patent or copyright, 20 percent to the college, and 10 percent to the college department or departments of such person or persons.

Employees desiring further details on the arrangement with RCSA may secure copies of the agreement from the Dean of Faculty.

### **8.5.3 Financial Disclosure Policy**

#### **8.5.3.1 Definition and Terms of Disclosure for Principal Investigators Submitting Proposals to the National Science Foundation**

A conflict of interest may take various forms, but it certainly arises when an investigator is or may be in a position to influence such operations as the business of the college, research activities, or other decisions in ways that could lead to any form of personal gain for the investigator and/or any member of the investigator's family (spouse and/or dependent children). A financial disclosure is required to reveal all significant financial interests of an investigator (and his/her spouse and dependent children) that would reasonably appear to be directly and significantly affected by research or educational activities funded or proposed for funding by the National Science Foundation. The term "significant financial interests" encompasses any item of monetary value, including but not limited to salaries and payments for services (e.g., consulting fees, honoraria); equity interests (e.g., stocks, stock options, ownership interests); and intellectual property rights (e.g., patents, copyrights, royalties). Income from public or nonprofit institutions for seminars, lectures, and/or service on advisory or review committees is excluded from disclosure. Financial interests in business enterprises are also excluded if the composite value of such interests for the investigator, spouse, and dependent children is less than \$5000 or represents less than a 5 percent ownership. This statement of financial