BOARD POLICY 210.1

PATENT AND COPYRIGHT POLICY

I. Patent and Copyright Policy

A. Preamble

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

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

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

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

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

B. Definitions

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

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

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

- communications networks, including internet access and data storage, that are nonessential to the creation of an Invention.)
- 18. "University Work" means a Work created specifically for institutional purposes in the course of a person's employment with the University.
- 19. "Work" means an original work of authorship arising out of University Research which is protectable by copyright. It includes books, journals, software, computer programs, musical works, dramatic works, videos, multimedia products, sound recordings, pictorial and graphical works and other similar works.

C. Statement of Policy

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

D. Applicability of Policy

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

and the possible applicability of this policy to such agreements. In addition, it is recommended that any Consulting Agreement contain the following sentence: "Nothing in this Agreement shall be construed to restrict or hinder the Consultant's ability to conduct current or future research or teaching assignments with the University." In the event of a conflict between the Consulting Agreement and this Board of Trustees Policy 210.1, the terms of this policy shall control.

- c. The intellectual property developed or created by such employee under a Consulting Agreement shall not be an Invention subject to this policy and may be owned by the employee or the company or organization for whom the employee consults provided the employee:
 - (1) obtains campus authorization prior to starting the consulting or business activity;
 - (2) abides by all applicable Conflict of Interest and Conflict of Commitment policies; and
 - (3) develops or creates such intellectual property without the use of (a) facilities owned, operated, or controlled by the University, (b) a pre-existing Invention owned by the University, or (c) University Research.
- d. It is the responsibility of the employee to ensure and establish that the intellectual property developed or created pursuant to a Consulting Agreement satisfies the conditions of the preceding Section I.D.2.c.

E. Obligations of Inventors and Waiver and Notice Rights

- 1. **Disclosure**. All persons to whom this policy is applicable shall furnish to the University a full and complete disclosure of any Invention promptly after it is created or conceived or first reduced to practice. Such persons shall cooperate in a timely and professional manner with the University or with patent or other counsel in protecting Inventions and perform all acts necessary for the University to fulfill its obligations under University Research, including the execution of confirmatory assignments. The University may require technical advice and assistance from Inventors in the development and licensing of their Inventions.
- 2. Assignment. All persons to whom this policy is applicable shall assign and hereby do assign all Inventions and patents resulting from such Inventions to the University, unless otherwise provided in Sponsored Research agreements or where independent work or consulting activities have been disclosed, approved and authorized by the University pursuant to Board Policies 330.1 and 450.1 and the University's Conflict of Interest and Commitment policies. Further, all such persons shall, upon request, confirm in writing such assignment.
- **Waiver**. If the University chooses not to protect or commercialize an Invention, the University may, at its sole discretion, waive its rights to the Invention and assign ownership of the Invention to the Inventor as allowed by law, subject to the rights of third parties and to the reservation by the University of a license to practice the Invention for University

purposes. The minimum terms of such license shall grant the University the right to use the Invention in its internally administered programs of teaching, research, and public service on a perpetual royalty-free basis. The University may retain more than the minimum license rights and the assignment or license may be subject to additional terms and conditions, such as revenue sharing with the University or reimbursements of the costs of statutory protection, when justified by the circumstances of development.

- 4. Notice. The University will inform Inventors in a timely manner of its substantive decisions regarding protection, commercialization and/or disposition of Inventions which are disclosed under this policy. The initial notice of such a decision to an Inventor should be given no later than six (6) months after disclosure of the Invention to the University.
- 5. Independently-Owned Patents. The University may accept assignment of patents or other intellectual property from parties to whom this policy does *not* apply provided that such action is determined to be consistent with the public interest and educational mission of the University. The patents or other intellectual property so accepted shall be administered in a manner consistent with the administration of Inventions under this policy.

F. Distribution of Revenues

- 1. In consideration of the disclosure and assignment of Inventions other than those made in a Plant Breeding Program, the Inventor, or the Inventor's heirs, successors, or assigns shall receive fifty percent (50%) of the first two hundred thousand dollars (\$200,000) of Net Revenues from the commercialization of an Invention. The remaining fifty percent (50%) shall be distributed to the University in the following manner: forty-five percent (45%) to the chief executive officer of the Inventor's campus or division for distribution within the campus or division for patent administration and research purposes; and five percent (5%) to a fund to be managed and distributed by the University for patent administration and research purposes. Any Net Revenues above \$200,000 shall be distributed as follows: (a) thirty-five percent (35%) to the Inventor or the Inventor's heirs, successors, or assigns; (b) sixty percent (60%) to the chief executive officer of the Inventor's campus or division for distribution within the campus or division for patent administration and research purposes; and (c) five percent (5%) to a fund to be managed and distributed by the University for patent administration and research purposes. If there are joint Inventors, Net Revenues shall be distributed equally among them absent a mutual agreement to the contrary.
- 2. In consideration of the disclosure and assignment of Inventions made in a Plant Breeding Program, the Inventor, or the Inventor's heirs, successors, or assigns shall receive thirty-five percent (35%) of the first two hundred thousand dollars (\$200,000) of Net Revenues from the commercialization of an Invention. The remaining sixty-five percent (65%) shall be distributed to the University in the following manner: sixty percent (60%) to the chief executive officer of the Inventor's campus or division for distribution within the campus or division for patent administration and research purposes for the Plant Breeding Program; and five percent (5%) to a fund to be managed and distributed by the University for patent administration and research purposes. Any Net Revenues above \$200,000 shall be distributed as follows: (a) twenty-five percent (25%) to the Inventor or the Inventor's heirs, successors, or assigns; (b)

seventy percent (70%) to the chief executive officer of the Inventor's campus or division for distribution within the campus or division for patent administration and research purposes for the Plant Breeding Program; and (c) five percent (5%) to a fund to be managed and distributed by the University for patent administration and research purposes. If there are joint Inventors, Net Revenues shall be distributed equally among them absent a mutual agreement to the contrary.

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

G. Equity

- 1. In agreements with business entities relating to rights in Inventions and Works, the University may receive Equity as partial or total compensation for the rights conveyed. In any such instance, the University shall share any such Equity with the Inventor or Author in the same manner as Net Revenue is shared pursuant to Section I.F above. Consistent with Arkansas Code § 19-11-717 and campus or unit Conflict of Interest policies, and subject to review and approval by the Chancellor or other chief executive officer of the unit of the University, the President and the Board of Trustees, Inventors or Authors may hold direct, individual Equity in a business entity that has an agreement with the University relating to the commercialization of Inventions or Works. The University, in its sole discretion, may require an Inventor or Author who holds direct, individual Equity in such a business entity to waive any right which the Inventor or Author may have to share in Equity and/or Net Revenues through the University under Section I.F above.
- 2. Dividend income and income from the sale or disposition of Equity held by the University pursuant to agreements relating to the commercialization of Inventions or Works shall belong to the University and be distributed in accordance with the provisions of Section I.F unless an Inventor or Author has been required to waive such rights under Section I.G.1 above. Such Equity shall be sold or disposed of at a time and in a manner selected solely at the discretion of the University, subject to restrictions imposed by law, the underwriters of the stock issuance or the business entity. Dividend income and income from the sale or disposition of Equity held directly by an individual Inventor or Author shall belong to the Inventor or Author and may be sold or disposed of at a time and in a manner selected solely at the discretion of the Inventor or Author, subject to restrictions imposed by law, the underwriters of the stock issuance or the business entity.
- 3. An Inventor or Author shall not serve as a member of the board of directors or other governing board or as an officer or an employee (other than as a consultant) of a business entity that has an agreement with the University relating to the commercialization of Inventions or Works and in which the University has Equity without prior review and approval by the Chancellor or the chief executive officer of the unit of the University. When requested and authorized by the University, an employee may serve on behalf of the University as a member of the board of directors or other governing board of a business entity that has an agreement with the University relating to the commercialization of Inventions or Works and in which the University has Equity.

H. Sponsored Research

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

I. Publication Rights

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

J. Copyrights and Computer Software and Research Data

- 1. Copyrights to, and royalties from, textbooks, reference works, submissions to scientific journals, and other Works (excluding computer software and Technology Enhanced Course Materials) produced by persons to whom this policy is applicable as a part of their normal teaching, scholarly and aesthetic activities at the University or on approved off-campus duty assignments, and which do not result from projects specifically funded in whole or in part by the University or by a sponsor of the University, shall belong to the Author or Authors and may be retained or assigned by them. (Examples of such other Works include, but are not limited to, scholarly or creative works of authorship; instructional, dramatic, musical and artistic works; and manuscripts, articles, poetry, prose, short stories, digital shorts, novels, plays, screenplays, and creative writings.) If, on the other hand, the University provides its own funds, or a sponsor's funds, to finance (in whole or in part) a specific research or educational project (herein "commissioned Works") and such Works are produced by persons to whom this policy is applicable as a result of the project or the Works constitute University Works, ownership of copyrights and Revenue rights therein shall reside in the University. Revenues generated by the commercialization of such Works may be shared with the Authors or creators according to Section I.F of this policy or on other terms as set by the University in its sole discretion.
- 2. All rights to Research Data (except Research Data arising from Sponsored Research or independent work or consulting activities in compliance with I.D.2 of this policy) and computer software, including computer programs, algorithms, models, computer data bases, and associated documentation (herein "computer software"), whether copyrightable or patentable, produced by any person to whom this policy is applicable shall belong to the University, with the exception of software which constitutes Technology Enhanced Course Materials governed by Board Policy 210.2. Revenues generated by the commercialization of Research Data may be shared with the Authors or Inventors according to Section I.F of this policy or on other terms as set by the University in its sole discretion. Revenues generated by the commercialization of computer software shall be shared with the Authors/Inventors

according to Section I.F of this policy. Computer software produced on an Author's own time or through permissible consulting activities and without the use of facilities owned, operated, or controlled by the University shall belong to the Author and all rights thereto may be retained or assigned by the Author.

- 3. Transfer of Research Data outside of the University and to other academic institutions shall be in compliance with campus and unit policies and procedures.
- 4. It shall be the responsibility of the Author or creator to notify the University of the development of all commissioned Works, University Works and computer software.

K. Tangible Research Property

- 1. Distribution of Tangible Research Property developed by the University may be made promptly and openly to other scientists for non-commercial scientific research unless such distribution is inappropriate for reasons such as safety, the need to more fully characterize or develop the Tangible Research Property before distribution, or incompatibility with other contractual obligations. Such distribution outside the University is subject to an agreement by the recipient not to engage in commercial use or further transfer of the Tangible Research Property. Further limitations on subsequent use, such as requiring recipients to follow specific research or handling protocols for biological materials, may also be appropriate. Costs of distribution of Tangible Research Property to research colleagues may be recovered from the recipient.
- 2. Tangible Research Property with potential commercial value may be made available for noncommercial research use to the extent that such noncommercial research use does not diminish its value or inhibit its commercial development.
- 3. If the Tangible Research Property was developed under Sponsored Research or was obtained from third parties through a material transfer or other agreement, the Office of General Counsel should be consulted regarding contractual obligations with respect to the Tangible Research Property before it is distributed outside the University.
- 4. Commercial distribution of Tangible Research Property should be coordinated through the appropriate TLO where the Tangible Research Property may be the subject of intellectual property protection, the Tangible Research Property has potential commercial value, or the Inventor or Author wishes to control subsequent use. Any distribution agreement shall contain provisions covering the terms under which the Tangible Research Property may be used and limits on the University's liability for the property or products derived therefrom and other customary license agreement terms including those relating to any intangible property rights (such as patents) which also may be associated with the use of the Tangible Research Property.

II. Patent and Copyright Policy Administration

A. University Patent and Copyright Committee

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

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

B. Campus Patent and Copyright Committees

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

C. General Responsibilities

The committee will have the general responsibility of:

- 1. Reviewing Invention Disclosures submitted to the University for patenting consideration;
- 2. Evaluating Inventions for patentability, as well as scientific merit and practical application;
- 3. Appointing *ad hoc* technical subcommittees to assist the committee in evaluating Inventions;
- 4. Seeking University approval of outside technical assistance in evaluating Inventions;
- 5. Determining patent or related property rights or equities held by the University in an Invention or Work;

- 6. Providing scientific and technical assistance to approved patent management organizations to achieve the realization of full benefits of University Inventions that have commercial potential;
- 7. Seeking initial resolution of campus disputes relating to rights in Inventions and Works; and
- 8. Reviewing Works (including computer software) submitted for copyright consideration.

D. Committee Procedure

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

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

E. Alternative to Campus Patent and Copyright Committees

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

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