

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

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

- A. In recognition of the importance of research, scholarship, and creative activity as central to its mission, and as a service to the community, the University of Alaska will require a commitment to research, scholarship, or creative activity as appropriate to each faculty member's performance assignment.
- B. The university will foster an environment supportive of conducting research, scholarship, and creative activity and broadly disseminating its results in the tradition of academic freedom and its corresponding responsibilities. Publication and dissemination of the results of research projects will be accomplished without excessive or inappropriate prohibitions. Researchers will conform to established professional ethics pertaining to the rights and welfare of human subjects and the welfare of animals.
- C. The allocation of space, facilities, funds, and other resources for these activities will be based on the scholarly and educational merit of a proposal and the appropriateness of the work to the mission of the MAU where it will be conducted.

(04-04-14)

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

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

(04-04-14)

**P10.07.030. Security Clearances.**

The safeguarding of and access to classified information shall be consistent with federal law. Each MAU shall designate a Facility Security Officer (“FSO”). The FSO at each MAU shall develop and revise written procedures specific to that MAU to reasonably exclude the possibility of loss or compromise of classified information.

(06-06-14)

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

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

(04-19-96)

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

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

(06-20-97)

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

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

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

(06-06-14)

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

The university will respect and protect the health, safety, and rights of individuals participating in research projects. Actions of the university will conform to applicable laws and regulations regarding research on human subjects. Informed consent shall be obtained from human subjects before their participation in university research, unless the Institutional Review Board waives the requirement to obtain informed consent in accordance with applicable federal regulations of the Office for Human Research Protections, 45 CFR 46.116. Research participants may discontinue participation at any time without penalty. The president will promulgate university regulation to implement this policy and ensure that appropriate procedures are undertaken to protect the rights and welfare of human subjects in research.

(04-04-14)

#### **P10.07.075. Animal Subjects in Research.**

Actions of the university will conform to applicable federal, state, and local laws and regulations regarding the use of animal subjects in research. The president will promulgate university regulation to implement this policy and ensure that appropriate procedures are undertaken regarding the use of animal subjects in research.

(06-06-14)

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

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

(06-06-14)

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

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

- A. In accordance with Regents’ Policy 10.07.020, the University of Alaska will collaborate with external sponsors of classified or proprietary research when the relevant university chancellor or designee determines in writing that such collaboration is beneficial to national, state, or local, as well as university interests, and that such research can be conducted while protecting the basic tenets of universities. This determination shall be made in accordance with the procedures set forth in this regulation.
- B. Classified or proprietary research is subject to regents’ policy, university regulation, laws, regulations, and each university’s rules and procedures applicable to research, provided, however, that the determination required by part A of this regulation, and any approvals related to the status of research as classified or proprietary, shall be subject solely to the process established by this regulation, and provided further that classified or proprietary research shall not by virtue of this regulation be subject to any policy, regulation or procedure that would require or result in unauthorized disclosure of classified or proprietary information.
- C. The chancellor for each university must approve all classified and proprietary research at the respective university and may establish an appropriate process for approval of classified and proprietary research.
- D. Definitions
  - 1. Classified Research – research conducted with or on behalf of a government agency, or service provided to or on behalf of a government agency, that will require government-issued security clearances for participation.
  - 2. Proprietary Research – research or services subject to a sponsorship agreement or contract which prohibits dissemination of information or delays publication or dissemination of results, or permits the sponsoring agency to prohibit or delay publication or dissemination of results, for more than 90 days after submission of the final report.
- E. Nothing in this regulation is intended to create, extend, or support an obligation of any kind enforceable against the university in an administrative or legal proceeding.

(10-28-16)

### **R10.07.035. Export Control Licensing.**

Determination of applicability of export control licensing requirements and deemed export of technology for foreign nationals will be made by the hiring unit or the unit hosting a foreign visitor(s) prior to a foreign national engaging in or being given access to research, as required by the U.S. Department of State International Traffic in Arms Regulations (ITAR) and U.S. Department of Commerce Export Administration Regulations (EAR).

(08-19-14)

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

#### **A. Introduction**

This regulation is adopted to encourage and support innovation and creativity by employees and students that will result in intellectual property for the benefit of the state and the nation.

#### **B. Administration**

1. All matters relating to inventions, patents, copyrights, trademarks and other intellectual properties in which the University of Alaska is in any way concerned will be administered by the president or such other person at each university as the president may designate. Through this regulation, the university president designates the chancellor at each university to administer matters relating to inventions, patents, copyrights, trademarks and other intellectual properties arising out of that university unless such designation is revoked by the president in writing.
2. The chancellor of each university may appoint a manager of intellectual property and licensing to execute activities pertaining to all university intellectual property. The designee is empowered, with the approval of the chancellor, to:
  - a. Waive university rights to an invention or other intellectual properties;
  - b. In consultation with the general counsel, work with an attorney or patent agent and submit patent, copyright, trademark and license applications on behalf of the university and/or the author(s) or inventor(s);
  - c. Obtain copyrights, trademarks and patents on behalf of the university and/or the author(s) or inventor(s);
  - d. Grant licenses on behalf of the university;
  - e. Promote university intellectual property to Alaska firms to provide opportunities for Alaskan economic development;

- f. Purchase licenses for non-university copyrighted material or patented inventions for university use and/or sub-license;
  - g. Grant use of copyrighted materials and patented inventions;
  - h. Execute on behalf of the university and/or the inventor(s) any agreements as may be appropriate;
  - i. Obtain and maintain requisite documentation as necessary in all matters concerning the management of intellectual properties;
  - j. Execute royalty division agreements with the inventor(s) or author(s) on behalf of the university.
  - k. Seek out and recommend appropriate patent management and license marketing organizations, recommend to the president working contracts between such organizations and the university and transmit reports of invention(s) to such organizations;
  - l. Assure appropriate involvement of the inventor(s) in licensing and other commercial development activities;
  - m. Promote the marketing of university-trademarked products;
  - n. Receive, account for, and properly disperse all proceeds received pursuant to this policy;
  - o. Facilitate communication between all parties involved, and enforce the terms and conditions of these regulations; and
  - p. Prepare an annual report on the university patent, copyright, trademark and license activities and finances to the chancellor and prepare such other reports and perform such other functions as may be requested by the chancellor.
3. Upon accepting employment or another affiliation with the university, including affiliation as a student, and as a condition of the university's provision of employment, services, facilities, equipment, material or other resources, all university personnel, persons not employed by the university but who use university services, facilities, equipment, material or other resources in the development of intellectual property, and persons who receive grant or contract funds through the university, agree to assign and do assign to the university title to all inventions and patents he or she conceives, develops, reduces to practice or creates, except for those resulting from permissible activities outside of university employment without the use of university services, facilities, equipment, material, or other resources not otherwise available to members of the public freely or to students as a result of their enrollment as a student.

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

4. University personnel and all those using university services, facilities, equipment, material, or other resources in the development of intellectual property will immediately and properly disclose the conception and/or reduction to practice of potentially patentable inventions. Such disclosure will be made to the chancellor or chancellor's designee. All persons required to make disclosures will execute such declarations, assignments or other documents provided by the university as may be necessary in the course of invention evaluation, patent prosecution, or protection of patent rights and as required to effectuate the assignment of title to the university pursuant to R10.07.050.B.3.
5. Subject to restrictions arising from overriding obligations of the university pursuant to grants, contracts or other agreements with outside organizations, the university agrees, for and in consideration of the assignment of patent rights, to pay annually to the named inventor(s), the inventor(s)' heirs, successors or assigns, a royalty share of the net proceeds received by the university for each patent or other intellectual property right assigned to the university, as shown below.

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

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

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

When inventors are employees or students of two or more universities within the UA system, the presumption is that each university will share equally in the net proceeds, unless the universities previously have agreed in writing to a differing distribution of such share.

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

C. Copyrights

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

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

2. The chancellor or chancellor’s designee will be responsible for the administration of the university copyright regulation and for securing copyrights in the name of the university. Revenues received through the licensing of copyrights will be shared with the author as follows:

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

Exceptions to the above may be granted by the chancellor of the university receiving the royalty.

3. Ownership and disposition of copyrightable material: copyright ownership and the rights thereof are terms defined by federal law. The university believes that its copyright regulation objectives will best be attained within the context of the federal law by defining the equities of ownership of copyrightable material in terms of the following categories. Copyright ownership of all materials, which are developed with the university’s provision of employment, services, facilities, equipment, material or other resources, will reside with the university, except as follows:



- a. The university will not assert ownership of copyrightable materials produced by faculty members outside of their university employment or produced by faculty as part of their normal teaching and scholarly activities at the university, with the following two exceptions:
  - 1) the production of the copyrightable materials is funded in whole or in part by an outside sponsor and that funding is administered through the university.
  - 2) the university and the faculty member enter into a written agreement that the copyrightable materials will be owned by the university.
- b. Copyright ownership of all materials which are developed in the course of, or pursuant to, sponsored research or other agreement(s) will be determined in accordance with the terms of those agreement(s) or, in the absence of such terms, the copyright will be the property of the university.
- c. Copyrighted materials not within the provisions of categories “a” and “b” above will be the property of the university, except for theses; however, the author(s) of theses must, as a condition of a degree award, grant royalty-free permission to the university to reproduce and publicly distribute copies of the thesis.

#### D. Trademarks

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

#### E. Other Intellectual Property

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

#### F. Definitions

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

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

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

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

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

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

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

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

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

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

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

(10-28-16)

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

### **A. Definitions**

1. "Inquiry" means information gathering and initial fact-finding to determine whether an allegation or apparent instance of misconduct warrants an investigation.

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

#### B. Reporting the Allegation

1. All allegations or other evidence of possible misconduct for the individual units shall be directed to the designated university officials for their respective units:
  - a. University of Alaska Anchorage - Provost;
  - b. University of Alaska Fairbanks – Vice Chancellor for Research (alternate: Provost);
  - c. University of Alaska Southeast - Provost; and
  - d. University of Alaska Statewide - Vice President for Academic Affairs and Research

If a position no longer exists at a university, then an allegation shall be directed to the president.
2. Promptly after receiving a disclosure of possible research misconduct through any means of communication, the designated university official shall assess the allegation to determine if an inquiry will be conducted. An inquiry is warranted unless:
  - a. The facts alleged, even if proven to be true, would fall entirely outside the definition of research misconduct;
  - b. The allegation on its face is so lacking in credibility that identifying potential evidence of research misconduct is impossible; or
  - c. The allegation lacks specificity to a degree that identifying potential evidence of research misconduct is impossible.

The vice president for academic affairs and research and general counsel must concur in any determination by the designated university official that an inquiry is not warranted.

### C. Inquiries

1. Upon a determination that an inquiry is warranted as set forth above, the designated university official shall initiate an inquiry by advising the researcher accused of misconduct of the allegation or evidence and by appointing not less than 3 or more than 5 persons to conduct the inquiry. The persons appointed to the inquiry panel shall be generally knowledgeable in the subject matter of the type of research under review and shall be able to render an impartial judgment concerning the allegation. Persons possessing a real or apparent conflict of interest shall not serve. On or before the date on which the researcher is notified of the allegation or the inquiry begins, whichever is earlier, the designated university official shall take all reasonable and practical steps to obtain custody of all the research records and evidence needed to conduct the proceedings, inventory the records and evidence, and sequester them in a secure manner.
2. The inquiry panel shall, to the maximum extent possible, protect the privacy of those who in good faith report apparent misconduct and afford the affected individual(s) confidential treatment. The affected individual(s) shall be advised of all meetings of the inquiry panel and shall be permitted to attend such meetings, be accompanied by an advisor of his or her choosing, and shall be offered an opportunity to comment on the evidence prior to the preparation of a report. An advisor shall be permitted to assist the affected individual(s); however, the advisor shall not be permitted to address the inquiry panel, unless, in the judgment of the panel, the opportunity of the affected individual(s) to present that person's case would be seriously affected by not permitting the advisor to speak.
3. Within 60 days of the initiation of the inquiry, unless circumstances warrant additional time, the inquiry panel shall prepare a written report stating what evidence was reviewed, summarizing relevant interviews and stating its conclusions. The individual(s) against whom the allegation was made shall be given a copy of the report and afforded not less than five (5) working days to respond. If the individual(s) responds in writing, that response shall be made a part of the record. If the inquiry exceeds 60 days, the report shall include an explanation for exceeding the 60-day period. The record of the inquiry shall be maintained by the designated university official for not less than seven (7) years from its completion.
4. The purpose of the inquiry panel is to determine whether or not an allegation of research misconduct may be dismissed without an investigation. The inquiry panel does not determine whether or not research misconduct has actually occurred. The standard that the inquiry panel must apply is whether or not there is a reasonable likelihood that misconduct has occurred. If the inquiry panel determines that there is no reasonable likelihood that misconduct has occurred

and the designated university official concurs in the determination, the matter shall be dismissed in writing by the designated university official.

#### D. Investigations

1. If the designated university official determines that the findings of the inquiry panel provide sufficient basis to conclude that there is a reasonable likelihood that misconduct may have occurred, an investigation shall be undertaken within 30 days of the completion of the inquiry.
2. The designated university official shall initiate the investigation by advising the individual of the decision and by appointing not less than 5 or more than 7 individuals possessing appropriate expertise to conduct an evaluation of the evidence. Persons possessing a real or apparent conflict of interest shall not serve. The affected individual(s) shall be afforded not less than three (3) days after the appointment of the investigation panel to seek the removal of any panel member because of an alleged conflict of interest. Such request for removal shall be submitted to the designated university official who shall decide whether removal is appropriate.
3. The investigation will normally include examination of all documentation, including, but not limited to, relevant research data and proposals, publications, correspondence and memoranda of telephone calls. Whenever possible, interviews shall be conducted of all individuals involved, either in making the allegation or against whom the allegation is made, as well as any other individual(s) who might have information regarding key aspects of the allegations. The investigation panel shall record or transcribe interviews, provide them to the interviewed party for comment or revision and include them as a part of the investigatory file. The affected individual(s) shall be advised of all meetings of the investigation panel and shall be permitted to attend such meetings, ask questions of persons being interviewed, present evidence and testimony on his or her own behalf, and be accompanied by an advisor of his or her choosing. An advisor shall be permitted to assist the affected individual(s); however, the advisor shall not be permitted to address the investigation panel, unless, in the judgment of the panel, the opportunity of the affected individual(s) to present that person's case would be seriously affected by not permitting the advisor to speak.
4. Within 100 days of the initiation of the investigation, the investigation panel shall prepare a written report stating how the investigation was conducted, how and from whom information was obtained relevant to the investigation, the findings, the basis for the findings, the actual text or an accurate summary of the views of any individual found to have engaged in misconduct, and all other matters required by law. This report shall include any comments of the affected individual(s) of the investigation concerning the report. The affected individual(s) must submit comments within 30 days of receiving the draft report. The investigation panel may provide the complainant an opportunity to provide

comments within the same time frame. The record of the investigation shall be maintained by the designated university official for not less than seven (7) years from its completion.

5. In the event that the investigation panel determines that a preponderance of the evidence does not support a conclusion that misconduct has occurred and therefore no misconduct is found, the matter shall be dismissed in writing by the designated university official. To the extent he or she can be identified, the person(s) who reported the allegation should be provided with the portions of the report that address his or her role and opinions in the investigation.
6. In the event no misconduct is found, the designated university official shall initiate efforts to restore the reputation of the person(s) alleged to have engaged in misconduct. Such efforts shall include, where applicable, notification to all inquiry and investigation panel members, all persons who were interviewed in any proceeding, any person who filed an allegation of misconduct and all other colleagues and journals whose research or publications were at issue in the course of the proceeding.
7. If the investigation panel determines that a preponderance of the evidence supports a conclusion that misconduct has occurred, the designated university official shall recommend to the appropriate chancellor an appropriate sanction or discipline, which may include termination. The affected individual(s) shall be advised of the recommendation and shall be afforded an opportunity to indicate to the chancellor in a meeting or in writing, or both, why the proposed action should not be taken. The chancellor shall then finally determine the appropriate sanction.
8. If the investigation panel determines that a preponderance of the evidence supports a conclusion that misconduct has occurred, the affected individual(s) may appeal the finding of research misconduct to the chancellor. Any appeal must be filed within thirty (30) days of the final investigation panel determination. The university must complete the appeal process within 120 days of filing. The chancellor shall issue a decision on the appeal, which shall be the final decision of the university with regard to the finding of research misconduct.

#### E. Notification of External Agencies

1. In cases where the alleged misconduct requires notification, reporting, or the provision of specific information, reports, or findings to an external agency, the designated university official will comply with applicable law as follows:
  - a. Department of Health and Social Services / Public Health Services Act – 42 C.F.R. Part 50; 42 C.F.R. Part 93; and all other applicable laws and regulations now in force or hereafter enacted.
  - b. National Science Foundation – 45 C.F.R. Part 689; 45 C.F.R. Part 690; 7 U.S.C. §§ 2131-59; 9 C.F.R., Subchapter A, Parts 1, 2, 3 and 4; 16 U.S.C.

§§1361-1421h; and all other applicable laws and regulations now in force or hereafter enacted.

- c. NASA – 14 C.F.R. Part 1275.103 and all other applicable laws and regulations now in force or hereafter enacted.
  - d. U.S. Department of Agriculture – 2 C.F.R. Part 422.6.
  - e. The applicable laws, regulations, and rules of any external agencies not listed here now in force or hereafter enacted.
2. In cases where the alleged misconduct involves awards subject to notification requirements concerning misconduct related to that research, the notice requirements of the award shall be observed.

#### F. General Provisions

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

(12-03-21)

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

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

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

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

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

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

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

(10-28-16)