



UNIVERSITY OF  
EVANSVILLE

*Make an IMPACT.*

## Office of Grants and Sponsored Programs

### *Intellectual Property Policy*

#### **EFFECTIVE DATE**

August 1, 2017

#### **BACKGROUND**

The University of Evansville is committed to providing an environment that supports the creation, development, and dissemination of works of authorship and inventions by its faculty, staff, and students. This Intellectual Property Policy shall be applicable to and apply to all members of the University community, including but not limited to Employees, Faculty, Staff and Students as set forth herein. The University has developed this Intellectual Property Policy in order to: 1) promote and reward creative efforts and innovations, and 2) identify and protect the intellectual property rights of the University, its faculty, staff, and students in such copyrightable works of authorship and patentable inventions. The University encourages the production of creative works and the development of new and useful methods, systems of operation, materials, devices, and processes that contribute to the professional development of the individuals involved, enhance the reputation of the University, provide additional educational opportunities for students, and promote the public welfare. This Policy specifies that the development and rewards for intellectual property must reflect the mission of the University. In addition, the Policy describes the ownership of such works and inventions.

This Policy shall be incorporated into the Student Handbook which can be found online at AceLink - Links under student information and shall be effective the beginning of the Fall 2017 term on August 1, 2017 the Faculty Manual which can be found online at AceLink - Areas under Human Resources and shall be effective the beginning of the Fall 2017 term on August 1, 2017, the Administrator Manual which can be found online at AceLink - Areas under Human Resources and shall be effective the beginning of the Fall 2017 term, and the Staff Manual which can be found online at AceLink - Areas under Human Resources and shall be effective the beginning of the Fall 2017 term (collectively the "Effective Date"). This Policy replaces any and all intellectual property policies adopted by the University prior to the Effective Date. Ownership of Intellectual Property created by a Faculty member, Staff member, or Student that does not fall within the guidelines set forth herein shall vest in the Creator.

#### **DEFINITIONS**

The following definitions shall apply to the terms used in this policy.

*"University"* means the University of Evansville.

*"University Intellectual Property"* means Intellectual Property (IP) owned by the University pursuant to this policy.

*"University Resources"* means: University funds from any source; facilities; classrooms; class time; personnel; offices; labs; studios; equipment, whether owned or leased; production facilities; computer hardware, software, support, or resources; funding, grants, gifts, contracts, and awards; or other University-owned resources.

*"Copyrightable Works"* means original works of authorship fixed in a Tangible Medium of Expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Ownership of original copyrighted works extends to copyright protection of *Derivative Works*.

*"Creator"* means any faculty, staff, student, or other person(s) either individually or in collaboration, who creates, or substantially assists in the creation of, Intellectual Property subject to this policy.

*"Derivative Works"* are based upon one or more preexisting copyrighted works. Examples of derivative works are translations, musical arrangements, or other types of reproductions based upon an original, copyrighted work (e.g., making a book into a movie).

*"Directed Work"* means an individual creates or develops Intellectual Property at the specific direction of the University or as a result of fulfillment of obligations of a specific contract with the University.

*"Dispute Panel"* means a panel that shall resolve disputes arising under this policy in accordance with Section H below. The Dispute Panel, chaired by the Executive Vice President for Academic Affairs (EVPAA), shall be composed of two members designated by the Creator(s) and two members designated by the EVPAA. In the event that the dispute is between two members of the University of Evansville community, one panel member will be designated by each disputant and two members will be designated by the EVPAA.

*"Employee"* means any person employed by the University, hourly or salaried, on either a full- or part-time basis, to perform University duties. Employees include faculty, staff, including administrative and professional staff, and students who receive salaries, work-study funds, or hourly wages while performing duties for their normal job function or at the specific direction of, or assigned by, the University. "Employee" does not include a student providing research assistance to faculty or engaging in collaborative research or creative endeavors with faculty.

*"EVPAA"* means the Executive Vice President for Academic Affairs, the chief academic officer who directs the overall planning, operation, and administration of the general academic program at the University.

*"Faculty"* means any person hired by the University to conduct instructional and/or teaching activities, whether on a full- or part-time basis. Faculty includes persons hired as adjunct or visiting professors and instructors.

*"Functional Interest"* means works that are used to enhance the effective functioning and coordination of ongoing operations of the University or in which the University has a contractual or legal obligation.

*"Intellectual Property"* means: 1) Copyrightable Works, and 2) Inventions.

*"Inventions"* means any new and useful process, product, discovery, software, machine or composition of matter, or improvement thereon, whether patentable or otherwise.

*"Policy"* means this Intellectual Property Policy.

*"OGSP"* means the Office of Grants and Sponsored Programs which assess freelance and state funding opportunities.

*"Online Course Materials"* includes works, including but not limited to courseware, that are created and distributed in connection with online instruction such that the works are distributed to Students primarily through the internet, including credit or non-credit academic courses and programs and instructional avenues such as massive open online courses. Online Course Materials designed with stipends or pursuant to a release-time agreement are governed by this Policy unless otherwise subject to a written contract or agreement for such works.

*"Principal Investigator"* means the scientist or scholar with the primary responsibility for the scientific, technical and administrative conduct of a funded research project or program. The Principal Investigator is responsible for all programmatic and administrative aspects of any such project or program.

*"Sponsor"* means a person or a third-party business or any other entity that finances the creation of Intellectual Property pursuant to a contract or arrangement between the University and that business, organization or person. The federal, state and municipal governments, or any agency of those governments, can be a Sponsor under this policy.

*"Staff"* means any person hired by the University, on either a full- or part-time basis, to perform University duties other than teaching. Staff includes administrative and professional staff, and students who receive salaries or assistantships, work-study funds, or hourly wages while performing duties at the specific direction of, or assigned by, the University.

*"Student"* means any person taking one or more courses at the University, either full-time or part-time who is not paid a salary or assistantship, work-study funds, or hourly wages by the University to execute work.

*"Tangible Medium of Expression"* includes, but is not limited to, books, periodicals, manuscripts, recordings, and other electronic media, such as websites and applications.

*"Employee Traditional Works of Scholarship"* means Copyrightable Works or Inventions that are created independently and at the Creator's own initiative during the normal course of their employment, such as the development of courses (including Online Course Materials), the teaching of classes, or scholarly research or creative endeavors considered within academia or by the University to be

evidence of professional accomplishment or advancement. Employee Traditional Works of Scholarship include, but are not limited to, the following: scholarly books and articles, including books in any tangible form; course materials, including course notes, Online Course Materials syllabi, examinations and course assignments; literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic and sculptural works; photographs, prints, diagrams, models and technical drawings; software; processes; products; machines; motion pictures and other audiovisual works, including any screenplays, teleplays or other original scripts or texts; sound recordings; and architectural works. Intellectual Property created by Employees with significant University resources shall not be considered an Employee Traditional Works of Scholarship.

*"Student Traditional Works of Scholarship"* means Copyrightable Works or Inventions that are created independently and at the Creator's own initiative during the normal course of their enrollment in the University, such as the fulfilling of academic requirements, or scholarly research or creative endeavors. Student Traditional Works of Scholarship include, but are not limited to, the following: scholarly books and articles, including books in any tangible form; course materials, including course notes, syllabi, examinations and course assignments; literary works; musical works, including any accompanying words; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic and sculptural works; photographs, prints, diagrams, models and technical drawings; software; processes; products; machines; motion pictures and other audiovisual works, including any screenplays, teleplays or other original scripts or texts; sound recordings; and architectural works. Intellectual Property created by a Student with significant University resources shall not be considered Student Traditional Works of Scholarship.

## **POLICY**

Ownership of Intellectual Property created in whole or in part by Faculty, Staff, or Students shall be subject to the following guidelines:

### **A. EMPLOYEES**

#### **A.1 Employee Traditional Works of Scholarship.**

Traditional Works of Scholarship created by an Employee will be owned by the Creator unless ownership is otherwise assigned by the Creator. Subject to other requirements imposed by a publisher, the University shall retain a royalty-free, worldwide, unlimited right to use such Traditional Works of Scholarship for non-commercial, educational purposes only. If the Creator of Online Course Materials leaves the University, the Creator grants the University a non-exclusive, royalty-free, worldwide, unlimited license to use such Online Course Materials for online instruction including the right to revise such Online Course Materials as the University may deem necessary or appropriate in its sole discretion. Notwithstanding the foregoing, any Intellectual Property created for purposes of Online Course Materials that is developed by an Employee who (i) is not considered to be Faculty as defined in this Policy; and (ii) whose job description includes development of Online Course Materials, shall be owned by the University consistent with the provisions of this Policy.

#### **A.2. University Directed Works of Scholarship.**

If the University expressly directs an Employee to create or develop the Intellectual Property, or the Intellectual Property is created as a specific requirement of employment or as an assigned

institutional duty, then the University shall own the Intellectual Property. Upon becoming subject to this Policy through the Employee's appointment, hire, admission or use of University resources, the Employee agrees to assign and hereby does presently assign any and all right, title and interest in University Directed Works of Scholarship to the University, and further agrees to cooperate in good faith to effectuate the terms of this Policy by signing additional documentation as may be required by the University or a third party to evidence such assignment.

### **A.3. Voluntary Transfer of Intellectual Property.**

If the Creator has voluntarily transferred the Intellectual Property, in whole or in part, to the University, with such transfer in the form of a written document signed by the Creator, then the University shall own the Intellectual Property.

### **A.4. Development of Intellectual Property Funded by Sponsor.**

If the Creator has created or developed Intellectual Property in connection with a project funded, in whole or in part, by a Sponsor, then the Intellectual Property shall be owned in accordance with the terms of any applicable contract or agreement between the University and the Sponsor regarding such project. Such arrangement is to be agreed to in writing, in advance of undertaking work on the project, and shall otherwise be in full conformance with other provisions of this Policy.

In the absence of such an agreement, any Intellectual Property arising from such project shall be owned by the University, and the Creator agrees to assign any and all right, title and interest in the Intellectual Property to the University as may be necessary, and further agrees to cooperate in good faith to effectuate the terms of this Policy by signing additional documentation as may be required by the University or a third party to evidence such assignment.

### **A.5 Functional Interest in Works.**

The University has a Functional Interest in works that are used to enhance the effective functioning and coordination of ongoing operations of the University, or in which the University has a contractual or legal obligation. For example, it has a Functional Interest in administrative and personnel procedures, including software, and internal handbooks and reports. The University has a Functional Interest in Intellectual Property created with Federal or other outside funds which carry an obligation that the University retain certain Intellectual Property rights or assign them to another party outside the University (see Section D). Certain collaborative agreements also require the University to negotiate Intellectual Property rights with other entities, creating a Functional Interest. If the University has a Functional Interest, the Intellectual Property is owned by the University.

## **B. STUDENTS**

### **B.1. Student Traditional Works of Scholarship.**

Traditional Works of Scholarship created by an unpaid Student will be owned by the Creator unless ownership is otherwise assigned by Creator. Subject to other requirements imposed by a publisher, the University shall retain a royalty-free right to use such Traditional Works of Scholarship for non-commercial, educational purposes only.

### **B.2. University Directed Works of Scholarship.**

If the University expressly directs an unpaid Student to create or develop the Intellectual Property, or the Intellectual Property is created as an assigned institutional duty, then the University shall own the Intellectual Property, regardless of whether the Student was working independently or in

collaboration with a University Employee. Upon becoming subject to this Policy, Student agrees to assign and hereby does presently assign any and all right, title, and interest in University Directed Works of Scholarship to the University, and further agrees to cooperate in good faith to effectuate the terms of this Policy by signing additional documentation that may be required by the University or third party to evidence such assignment.

### **B.3. Voluntary Transfer of Intellectual Property.**

If the Creator has voluntarily transferred the Intellectual Property, in whole or in part, to the University, with such transfer in the form of a written document signed by the Creator, then the University shall own the Intellectual Property.

### **B.4. Development of Intellectual Property Funded by a Sponsor.**

Intellectual Property created or developed by an unpaid Student in connection with a project funded by a Sponsor shall be owned in accordance with the terms of any applicable contract or agreement between the University and the Sponsor regarding such project, regardless of whether the Student was acting as a Student or an Employee. Such arrangement is to be agreed to in writing, in advance of undertaking work on the project, and shall otherwise be in full conformance with other provisions of this Policy. In the absence of such an agreement, any Intellectual Property arising from such project shall be owned by the University, and the Creator agrees to assign any and all right, title and interest in the Intellectual Property to the University as may be necessary, and further agrees to cooperate in good faith to effectuate the terms of this Policy by signing additional documentation as may be required by the University or a third party to evidence such assignment.

### **B.5. Functional Interest in Works.**

The University has a Functional Interest in works that are used to enhance the effective functioning and coordination of ongoing operations of the University, or in which the University has a contractual or legal obligation. For example, it has a Functional Interest in administrative and personnel procedures, including software, and internal handbooks and reports. The University has a Functional Interest in Intellectual Property created with Federal or other outside funds which carry an obligation that the University retain certain Intellectual Property rights or assign them to another party outside the University (see Section D). Certain collaborative agreements also require the University to negotiate Intellectual Property rights with other entities, creating a Functional Interest. If the University has a Functional Interest, the Intellectual Property is owned by the University.

## **C. COMMERCIALIZATION**

The University, in its sole discretion, may commercialize any Intellectual Property that is owned by the University in accordance with Sections A and B and shall have the authority to decide the revenue, if any, that the University will receive as a result of such commercialization. In the absence of a written agreement to the contrary, any revenue received from the commercialization of University Intellectual Property will be distributed as follows:

### **C.1. Deductions from Revenue of University Owned Intellectual Property.**

The University may, at its discretion, first deduct from revenue all or any portion of any actual expenses incurred by the University in protecting, developing, or marketing the University Intellectual Property, including but not limited to legal fees and other fees paid to third parties. If the Creator objects to the amount of such expenses deducted, then he or she shall submit a written audit

request to the EVPAA and the OGSP, and the University will engage an independent auditor to determine the amount of actual expenses incurred, provided, however, that the auditor's fees will be added to such expenses and deducted from the revenue as well.

### **C.2. Distribution of Net Income of University Owned Intellectual Property.**

Notwithstanding ownership of the Intellectual Property by the University and except as may be otherwise set forth in a written agreement between the University and Creator, the net income (defined as revenues less costs defined in subsection C.1., and ongoing incremental costs), for University Intellectual Property, shall be distributed between the University and the Creator according to the following schedule:

- (i) The Creator will receive 100% of the first \$2,500 of the net income
- (ii) After the first \$2,500 of net income and in the absence of a negotiated agreement, the Creator will receive 50% and the University will receive 50% of the net income.

In the event there are multiple Creators to whom net income needs to be distributed, the University shall distribute the Creators' shares equally, unless all Creators agree in writing to a different distribution allocation.

### **C.3 Commercialization of Independently Owned Intellectual Property**

The responsibility for securing patents and/or copyrights and commercializing the independently owned Intellectual Property of Creator shall be borne by the Creator. In such cases, the University shall have no entitlement to income generated and no liability for any matter arising out of the commercialization of the Intellectual Property.

Notwithstanding the above, the Creator and the University may enter into an agreement whereby the University participates in the commercialization of the Intellectual Property in exchange for a mutually agreed upon fee for services or a mutually agreed upon distribution of the net income.

## **D. GRANTS, SPONSORED WORKS, AND SPECIALLY FUNDED WORK**

Many grants and contracts from government agencies or private sponsors contain provisions governing Intellectual Property and/or other rights to the property which obligate the grantee (the University) in some way. In such cases, the University has a Functional Interest in the Intellectual Property and owns all property rights associated with the Intellectual Property. The OGSP will assure that Intellectual Property restrictions are accounted for in grant application and the associated administrative processes. Principal Investigators are required to comply with any such restrictions, including reporting requirements. The EVPAA and the OGSP must be consulted in advance of any grant application regarding such restrictions. In the absence of such an agreement, any Intellectual Property arising from such project shall be owned by the University, and the Creator agrees to assign any and all right, title and interest in the Intellectual Property to the University as may be necessary, and further agrees to cooperate in good faith to effectuate the terms of this Policy by signing additional documentation as may be required by the University or a third party to evidence such assignment.

## **E. TRADEMARKS AND SERVICE/ACADEMIC MARKS**

University trademarks (marks, words, symbols and other identifying indicia) are the property of the University. There are times when it may be appropriate to develop a trademark or service mark to use outside the University in conjunction with a University academic program or project. The creation and use of University trademarks and academic marks is managed through the Office of Marketing and Communication, which can be reached at 812-488-2573 which must be contacted in writing prior to developing a trademark or service mark to use outside the University in conjunction with a University academic program or project. University trademarks may not be used in any fashion without prior written approval. No marks other than those approved by the University may be used in conjunction with a University academic program or project.

## **F. ASSIGNMENT OF CREATOR**

With respect to University Intellectual Property, the University may, upon request and in its sole discretion, assign ownership to the Creator, subject to a perpetual royalty-free license to the University to use the Intellectual Property for its own non-commercial purposes. If the University does not elect to commercialize University Intellectual Property within one (1) year of disclosure, the Creator may request that the University assign ownership of such University Intellectual Property to the Creator. The EVPAA and OGSP in consultation with the Creator and appropriate College/School deans, University vice presidents including the Vice President of Fiscal Affairs and Administration, and supervisors will endeavor to reach an agreement with the Creator regarding the ownership, use and development of the Intellectual Property within sixty (60) days of Creator's request. If the University elects not to participate in the commercialization of the University Intellectual Property within sixty (60) days of the Creator's request for assignment, the University will assign its ownership in the University Intellectual Property to Creator consistent with the provisions of this Agreement.

The University may also accept property that is voluntarily assigned and/or required by contract provision to be assigned to the University. The University shall determine whether to accept or reject any and all such requested assignments of any Intellectual Property.

## **G. OWNERSHIP OF INTELLECTUAL PROPERTY AND REPORTING**

Generally, the party and/or parties with ownership rights will decide the uses of the Intellectual Property consistent with the Policy. All questions about whether a project involves a Functional Interest of the University should be referred to the EVPAA. The EVPAA in consultation with the Creator and appropriate College/School deans, University vice presidents including the Vice President of Fiscal Affairs and Administration, and supervisors will endeavor to reach an agreement with the Creator regarding the ownership, use and development of the Intellectual Property.

### **G.1. Reporting**

The uniform application of this Policy requires that the University be made aware of Intellectual Property created by all members of the campus community including, but not limited to, Faculty, Staff, Employees, and Students. Responsibility for reporting the creation of Intellectual Property rests with the Creator.



The Creator will complete and submit the *Intellectual Property Form* for all Intellectual Property subject to this Policy, regardless of its classification, to the OGSP at the time of its creation or potential creation (“*Intellectual Property Form*”). The *Intellectual Property Form* can be found on the OGSP website and on AceLink, under Areas, Academic Affairs, Forms.

The *Intellectual Property Form* will be required to be submitted for all Intellectual Property subject to this Policy including but not limited to the following:

1. The Intellectual Property involves, or has the potential for involving, a Functional Interest of the University.
2. The Intellectual Property is produced with Federal or other outside funds which impose ownership, reporting or other requirements on the University or the Creator. In such cases, reporting may be required within specified time limits, which must be observed.
3. The Intellectual Property is jointly created by Faculty and Staff and derived from work that is not a Traditional Work of Scholarship or professional consulting.
4. The Intellectual Property is created in a collaborative relationship with another entity requiring that entity’s Intellectual Property policies be reconciled with those of the University.
5. The Creator intends to seek a patent on or otherwise commercialize the Intellectual Property, in which case, the process of protection or commercialization may involve substantial cost and effort, and the Creator may wish the University to consider providing some or all of that support and share the net rewards, liabilities or risks with the University consistent with the terms of this Policy.
6. The Creator intends to develop Online Course Materials.
7. The Creator has any question about ownership or other rights in the Intellectual Property.

In the case of a group Intellectual Property project, all those in the group shall be named on the *Intellectual Property Form*, and if the *Intellectual Property Form* contains an initial proposal for the disposition of rights and proceeds, all members of the group shall sign the *Intellectual Property Form*.

The *Intellectual Property Form* can be found on AceLink, under Areas, Academic Affairs, Forms, and should be submitted to the OGSP as provided in the terms and conditions of the *Intellectual Property Form*.

## **G.2. Determination process.**

In the event that the ownership of Intellectual Property is in dispute or is uncertain, the EVPAA shall make a timely determination of ownership of the Intellectual Property and associated Intellectual Property rights, responsibilities, and use rights of the University and the Creator, and, if appropriate, how the University will recoup its costs and share in financial gains from the Intellectual Property by following the principles set forth in this Policy. In all cases, the Creator will be given an opportunity by completing and submitting the *Intellectual Property Form* to the EVPAA to

explain the situation or proposal and recommend terms for ownership, responsibilities, use rights, risks and financial arrangements.

### **G.3. Written Determination.**

The EVPAA's determination shall be made in writing and signed by the President of the University. The determination shall contain provisions outlining the allocation of ownership, interests, use rights, responsibilities, risks, and a mechanism for the sharing of net proceeds, if any, and other rights between the Creator and the University. The President will cause the written determination, once made, to be delivered promptly to the Creator. The determination, bearing the date on which it was delivered to the Creator, shall be filed with and maintained by the Vice President for Fiscal Affairs and Administration. The determination shall become final and shall be binding on the Creator and the University unless, within thirty (30) days of the date on which the President has delivered the determination to the Creator, the Creator files a notice of appeal of the EVPAA's determination with the President.

### **G.4. President or EVPAA as Creator**

In the event that the President or the EVPAA is a Creator or co-Creator of Intellectual Property as to which no agreement has been reached, and which requires a determination under Section G, the process described in the above subsections (G.1-G.3) shall not apply as to that Intellectual Property. The determination shall instead be made by the Chair of the Board of Trustees of the University. The Chair's determination, when ratified by majority vote of the Board of Trustees, shall be final and shall be binding upon the Creator and the University.

## **H. RESOLUTION OF DISPUTES**

### **H.1. Disputes Arising Over the Application of This Policy.**

Disputes arising over the application of this Policy, including the ownership of Intellectual Property or distribution of revenue to the Creator, shall be brought in writing to the EVPAA. The EVPAA will convene a meeting with the Dispute Panel within a reasonable time thereafter to resolve such dispute. A decision will be provided in writing, providing reasons for the decision, as a recommendation to the President whom shall then make a written determination regarding the dispute.

### **H.2. Appeal the Decision of the President to the Board of Trustees.**

Any party to a dispute may appeal the decision of the President to the Board of Trustees who may, in its discretion, refer the matter to binding arbitration, which shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding said Rules, any arbitration hearing to take place hereunder shall be conducted in Evansville, Indiana. This Policy and any arbitration hearing involving this Policy are to be governed by and construed according to, Indiana law. Any arbitration hearing relating to this Policy will be before one (1) arbitrator who shall be a licensed attorney with experience in intellectual property and university legal issues. The appealing party hereby consents to a single consolidated arbitration proceeding of multiple claims, or claims involving more than two (2) parties. The arbitrator shall be required to make written findings of fact and conclusions of law to support their award.

Notwithstanding anything to the contrary in the Commercial Arbitration Rules and supplementary procedures, the arbitrator shall not be authorized or empowered to award punitive damages, and the

parties to any such appeal expressly waive said damages. The cost of the arbitration shall be borne equally by the University and the party and/or parties bringing the appeal.

## **I. RESPONSIBILITY OF PARTIES**

It is the responsibility of the University and all members of the University community to ensure adherence to this Policy. All members of the University community, including but not limited to, Faculty, Staff, Students, and Employees, must comply with laws protecting U.S. copyright owners. Copyright protection applies to Copyrightable Works and protection generally applies even if the work lacks a copyright notice and is not registered with the U.S. Copyright Office. Copying, digitizing, uploading or transmitting copyrighted materials constitutes infringement unless the work is in the public domain, the user has permission from the copyright owner, the user is a Faculty member acting within fair use guidelines or the use is identified under specific statutory exceptions.

## **J. CHANGES TO THE POLICY**

The University reserves the right to amend or modify the terms of this Policy as it may determine in its sole discretion is necessary from time to time. The EVPAA and OGSP, working in committee with three faculty representatives, shall have the power to recommend amendments and modifications. Any such modifications or amendments shall become effective upon approval by the President of the University and adoption by the Board of Trustees. It is not the intention of policy revisions to apply to inventions, copyrights, computer software and/or unpatented materials made or developed prior to the effective date of the revision or revisions. For any questions or concerns regarding this Policy, please contact the OGSP.