

<b>MISSOURI SOUTHERN STATE UNIVERSITY POLICY</b>					
Policy #:	02-0011				
Name of Policy:	Intellectual Property Policy Statement				
Date of Last Revision:	March 2024	Initial Date of Approval:		Initial Effective Date:	
Policy Owner	Provost/VP of Academic Affairs				
Policy/Chapter Sections	Definitions Ownership and Licensing of Intellectual Property Copyright Works – Ownership Copyright Works – Licenses Patents Revenues Generated by Patents or Copyrightable Materials Procedure for Disputes Appeals Review and Amendments				
Date of Next Review:	March 2025				

## **1.0 PURPOSE**

Part of the strength and success of the University depends upon scholarly work, creative work, and research. The purpose of this Intellectual Property Policy is therefore intended to define and protect the rights of the faculty, staff, students and the University, namely by defining and establishing certainty in the respective rights of the individuals and the University associated with ownership and with the distribution of benefits that may be derived from the creation of intellectual property.

## **2.0 SCOPE**

This policy applies to all University administration, faculty, staff, and students, and all such parties are expected to abide by the procedural guidelines outlined herein.

## **3.0 POLICY**

### **Definitions:**

**Creator:** The Creator of copyrightable work is the individual or individuals that develop, originate or gives existence to a creative work and sets it down in a tangible medium. The Creator may not be the Author as defined by copyright law or the owner of the rights to the work.

**Author:** The Author of copyrightable work is the Creator(s) of the work, unless (1) the Creator is an employee of Missouri Southern State University (“Missouri Southern” or “University”) or another entity and the work was created as part of the Creator’s employment. In that event the Author is the University or the other entity. (2) The Creator has entered into a valid Work for Hire Agreement for the creation of the work. In that event, the Author is whoever is designated as the Author in the agreement.

**Inventor:** The Inventor of a patentable invention is the person who conceives the subject matter of at least one claim of the patent. Two or more persons who collaborate to produce the invention through aggregate efforts may each be an Inventor. The invention must relate to a new and useful process, machine, composition of matter, or other patentable subject matter.

**Faculty/Faculty Member:** A full-time Missouri Southern Employee who holds a faculty position by virtue of appointment by the Board of Governors and has either a teaching component or who serves as librarians or who have full-time administrative duties; or, part-time employees who teach less than a full load and who do not have other duties to constitute a full workload as a faculty member. Faculty may have part-time teaching responsibility and part-time administrative assignments. Any time granted to the faculty member as a release from teaching duties, for whatever purpose, does not diminish the faculty status of the faculty member with release time. Examples of Faculty/Faculty Members under this policy include, but may not be limited to, employees hired to be Professors, Associate Professors, Assistant Professors, Librarians/Library Faculty, Lecturers, Master Instructors.

**Adjunct Faculty:** Adjunct Faculty identifies a part-time or other Faculty Member who is hired by the University on a temporary contractual basis. Adjunct Faculty are not Employees of the University.

**Staff:** A Missouri Southern employee who does not hold a faculty position by virtue of appointment by the Board of Governors.

**Employee:** An Employee of the University includes members of the University Faculty, University Staff and in certain circumstances Students of the University, who are employed by the University separate and apart from their coursework and receive a W-2 from the University. All Faculty, Staff and Students who receive a W-2 from the University are Employees of the University under this policy.

**Student:** Students include individuals enrolled in courses and programs of study at the University. Graduate assistants, associates, assistants, etc., whether compensated or not, are considered Students when they are working on any University project under the direction or control of the University. Students are considered Employees of the University when they are working for wages or to fulfill their student employment obligations under scholarship rules or as interns or volunteers in University offices or when they produce content for student media outlets. In regard to student media, this shall include content destined for media presentations prepared as part of practicum and course work credit.

**Contractor:** A Contractor is any non-Employee, including Adjunct Faculty, who is working for the University under a specific contract.

**Copyrightable Materials:** Copyrightable Materials, or a copyright Work, includes any original work of authorship (such as, but not limited to, a literary, musical, artistic, photographic or film work) fixed in any tangible medium of expression and any other materials subject to copyright protection under Federal law. Specific Copyrightable Materials covered by this Policy include, include, but are not limited to the following:

**Mediated Courseware:** includes artwork, musical compositions or performances, sound recordings, dramatic and nondramatic literary works, creative works fixed in a film, video, or other media, and other forms of traditional faculty scholarship or the traditional academic and pedagogical materials of faculty (e.g., quizzes, video or audio recordings for educational purposes, etc.)

**Electronic education materials:** Electronic educational materials includes all materials created or developed for offering and teaching synchronous and asynchronous on-line or remote classes including online only classes and hybrid or blended classes including recorded and streaming lectures, and any electronic, digital or online study or supplemental materials, used for online, remote, hybrid or traditional classes. These materials may be created in whole or part by University Faculty and/or University Staff or by outside Contractors, including Adjunct Faculty. Electronic education materials may include, without limitation, course curriculum used by the Faculty or assistants teaching the course; video presentations; live streamed or pre-recorded class sessions; electronic digital written materials, such as syllabi, e-books, electronic course packs; other electronic digital written materials used by the Faculty teaching the course. Electronic course materials do not include any software or other materials related to the technology platform or course-delivery vehicles (e.g. Blackboard).

**Scholarly Works.** Includes all works created by any faculty or adjunct faculty in the course of their employment, and that has been published in some manner relevant to the type of Scholarly Work, including in journals or magazines, stand-alone books, publication or performance of music composition, display or published photographs of art works, whether or not subject to peer review.

**Traditional Academic Works.** Includes, but is not limited to, academic books; textbooks; monographs; laboratory manuals; course notes; lecture slides; writings created for course work; syllabi; study guides; exams, quizzes, or other assessments and assignments; plays, poems, and other literary works; film, video, audio recordings and other works fixed in media; other artistic works; and other copyrightable materials.

**Copyright:** A Copyright provides the owner of the Copyrightable Materials with a property right in the copyrightable materials (the “Work”), providing them with, the exclusive right to reproduce, adapt, distribute, perform and display the work for a legally defined time period. The U.S. Copyright Act allows Authors or assignees the right to reproduce, perform, or prepare derivative works based upon a copyrighted work. A copyright is created when an original work of authorship is fixed in a tangible medium or expression. No publication or registration is required; however, registration of a copyright provides the owner heightened legal remedies. Refer to the U.S. Copyright Office at [lcweb.loc.gov/copyright/](http://lcweb.loc.gov/copyright/) for further information.

**Invention:** A patentable device or process created through independent effort and characterized by an extraordinary degree of skill or ingenuity.

**Patent:** A government grant of an exclusive right to make, use, exploit or sell an invention for a legally defined time period.

- i. In general terms, three types of patents are issued in the United States: (1) Utility patents which protect the utility or functional aspects of the invention such as machines, processes, methods, compositions and anything manufactured that has a useful and specific function; (2) Design patents which protect the aesthetic appearance of a product, including the appearance, design, shape or general ornamentation of an invention; and (3) Plant patents which are available for the discovery or invention of plants that are asexually reproduced.
- ii. Patent law and the terms of art related to patent law are governed by statutory and case law and nothing in this policy is intended to modify or override the applicable statutes and case law.

**Intellectual Property:** This is a general term for potentially commercially valuable products of the human intellect which, for the purposes of this policy, may enjoy copyright, trademark, and/or patent protections under United States federal law.

**Substantial Use of University Resources.** “Substantial use of University resources” refers to the use of resources beyond:

- 1) customary secretarial or clerical assistance;
- 2) use of other University resources not normally available to University Employees, Adjunct Professors, Students or other persons not considered to be Employees;
- 3) research assistance from librarians, students, and graduate assistants;
- 4) databases and equipment already owned or licensed by the University;(5) and resources typically provided for a full-time faculty member at his or her college or school.

Examples of “substantial Use of University resources” might include:

- a) use of university funds for a specified project, including the University purchasing or leasing equipment not needed for another purpose so that the faculty member can complete the work/project, or hiring or reassigning employees or contractors to work specifically on the scholarly project, or remodeling expenses to accommodate scholarly equipment and materials.
- b) use of university released time designated for a specific project or task; This does not include university leave, professional leave, or sabbatical leave time.
- c) use of university owned, administered, or leased equipment or computer facilities beyond that which is customarily found and supported in Missouri Southern offices, or which are made generally available to university faculty and/or staff,
- d) use of copyrighted materials owned by the University as part of a new derivative work or compilation.
- e) use or assistance of one or more University faculty, employees, students, programmers, or equivalent support personnel who are assigned to a project specifically to assist in the creation of the work. Informal consultations, for example, will not be considered a Substantial Use of University resources.
- f) use of university owned, leased, or managed specialized equipment or scientific laboratories.

## **Section I: Ownership and Licensing of Intellectual Property:**

### **A. Copyright Works - Ownership.**

**Work Made for Hire (Employee):** All Works of authorship covered under the Copyright Act created by any Employee of the University in the usual course of their employment regardless of where the copyrightable material was created and whether or not the Work was specifically requested or commissioned by the University, are owned by the University, by operation of law. Any such copyright Works created by an Employee are automatically works made for hire and the University is considered the Author and initial owner of all copyright rights in and to that Work. 17 U.S.C §101 et seq.

**Optional License.** Pursuant to the paragraph above, the University may voluntarily enter into a written agreement with the Creator to provide the Creator with a License to use copyrightable materials, including commercial exploitation. For example, in the event that the Creator leaves the employment of the University, the Creator may seek a written license agreement with the University for continued use of the materials by the Creator in their new employment. The University will consider such requests on an individual basis, considering the nature of the materials in question, the University's financial investment in the materials and the University's

need for exclusive use of the materials. This license must be requested by the Creator and will be a separate negotiated agreement between the Creator and the University.

Work Made for Hire (non-Employee): All Works of authorship protected under the Copyright Act created by a person who is *not* an Employee of the University are owned by the person or persons who created the Work, unless such Work was specifically commissioned by the University pursuant to a signed contract, identifying the Work as a work made for hire *and* the Work fits within one of the categories considered “works for hire” under copyright law, 17 U.S.C §101 et seq. In such “work for hire” situations, the University shall be designated as the owner and Author of the Work.

All Works of authorship protected under the Copyright Act created or commissioned specifically for the University by a person who is *not* an Employee of the University *and* which have not been created pursuant to a work for hire agreement as set out in Section I. A. Work Made for Hire (non-Employee) above are initially owned by the Creator of that work, as a matter of law. However, the University, as a condition for the contract and payment shall require the Creator/Author under the terms of their contract with the University, or by their acceptance and signing of this Intellectual Property Policy Statement, to assign all of their rights, title and interest in and to the Work to the University.

**Optional License.** Pursuant to the paragraph above, the University may, in its sole discretion, grant the Author an individual lifetime non-commercial license to use such copyrightable materials. Any commercial exploitation of copyrightable materials by the Author must be subject to a separate written agreement between the University and Author. Use of the materials by the Author for instruction in a university's curriculum and in the ordinary course of university business is not considered commercial exploitation. This license must be requested by the Creator and will be a separate negotiated agreement between the Creator and the University.

When the University hires or commissions a Faculty member, Staff or Student outside the usual scope of their employment, pursuant to a separate agreement, to create copyrightable materials, the individual agrees to assign all right, title and interest in and to the Work to the University so the University shall own the copyright to such materials.

**License Back.** Pursuant to the paragraph above, the University shall grant the creator an individual lifetime license to use such copyrightable materials, whether the faculty creator remains employed by the University or not. Any commercial exploitation of copyrightable materials created under this provision may only occur by separate written agreement between the University and Creator. Use of the materials for instruction in a university's curriculum and in the ordinary course of that university's business is not considered commercial exploitation. This license must be requested by the Creator and will be a separate negotiated agreement between the Creator and the University.

The ownership of copyrightable material created by faculty, staff, students, or other employees outside the normal scope of their employment or student's relationship with University and not as part of a separate agreement as discussed in the paragraph above, and that were made without Substantial Use of University Resources, are owned by the Creator and is not a subject of a claim of ownership by the University.

Ownership of all copyrightable material created or developed by University faculty, students, or employees as part of their regular duties with support from grants or outside sponsors shall be governed by specific terms establishing ownership set forth in the grant or contract with the sponsor, if applicable. Within the grant or contract with the sponsor, it must be stated whether the agreement is subject to change upon both parties' consent. If the grant or contract does not include provisions establishing ownership, the faculty member, student, or other employee will negotiate ownership interests with the University before the work is undertaken. The University shall have ownership if the Works are created pursuant to the

terms of a third-party sponsored agreement, contract, or grant to the University directly rather than the faculty member/employee.

Students are the owners of any copyrightable materials they create in the ordinary course of their activities as a student, such as materials prepared for class assignments, examinations, exhibits, competitions, University approved extracurricular activities, or on his or her own free time. The University and Faculty reserve the right to use student materials as future class examples with written permission of the student and proper attribution or anonymously without attribution or permission. Students are advised that the university also has the right to submit all student work for digital plagiarism uploads and checks. The University and Faculty may retain materials and work by students which are submitted by the student for a grade as part of the student's enrollment and/or participation in a course (per Chapter 7, Section V of the Faculty Handbook). While such materials may not be returned to the student after they have been scored/graded/evaluated or otherwise evaluated, the student maintains ownership rights to the intellectual property contained in said works. Students may be considered creators or authors of copyrightable material or inventions and, as such, may be entitled to share in revenues in the same manner and on the same terms as other faculty or staff creators under this Policy Statement. Students who work with faculty as research assistants, graduate assistants, etc. may be asked or required to sign agreements with the principal investigator on the project defining the scope of the students' interest in created intellectual property.

#### **B. Copyright Works - Licenses.**

In addition to the optional licenses set out in Section I. A. above, the University, upon request by the Creator, shall grant the following licenses to the Creators of the specific work types identified below:

**Scholarly Works.** Upon publication of any scholarly work owned by the University pursuant to any contract or this Policy, the University shall grant the Creator(s) a royalty-free, exclusive license to use the work in any manner whatsoever, including the creation of derivative works.

**Optional Assignment Back.** Pursuant to the paragraph above, the University may voluntarily enter into a written agreement with the Creator whereby the University assigns back to the Creator all rights, title and interest in and to the Scholarly Work, subject to the Creator providing the University a perpetual, royalty free License to use the Scholarly Work. This assignment back must be requested by the Creator and the assignment and associated license will be in a separate agreement between the Creator and the University.

**Electronic Education Materials.** Upon creation of any electronic education materials owned by the University pursuant to any contract or this Policy, the University shall grant the Creator(s) a royalty-free, non-exclusive, non-commercial license to use the work within the scope of teaching and research. Unless otherwise agreed to in a specific contract, the employee-creator may not teach the same course via electronic education (or similar delivery methods) for an institution other than the University while employed at Missouri Southern State University (employee-creators are not barred from teaching the same or substantially similar courses at other colleges or universities if they are no longer in the employ of Missouri Southern and may use any or all of their traditional academic works (electronic or otherwise) created or used in their courses at these other institutions).

**Traditional Academic Works.** Upon creation of any traditional academic works owned by the University pursuant to any contract or this Policy, the University shall grant the Creator(s) a royalty-free, non-exclusive, non-commercial license to use the work within the scope of teaching and research.

With respect to all materials not owned by the University, when a faculty member or adjunct faculty member is, for any reason, unable or refuses to perform his or her current or prospective University

obligations, the University may, and at no cost to the University, make use of that faculty member or adjunct faculty member 's materials that are necessary to the performance of those obligations, so long as the faculty member or adjunct faculty member retains faculty or adjunct faculty status at Missouri Southern.

In the event of the death of a faculty member or adjunct faculty member, the University may, at no cost to the University, make use of the deceased faculty member or adjunct faculty member 's materials that are necessary to the performance of the completion of the decedent's teaching obligations for the remainder of the term in which the death occurred.

### **C. Patents**

When a faculty member, adjunct faculty member, employee or student produces any invention while under the direction and control of the University and while making Substantial Use of University resources (a "University Invention"), the University shall be the owner of that invention, and all inventors shall be obligated to assign all of their right, title and interest in and to the University Invention to the University.

The ownership of an invention developed by faculty, adjunct faculty, staff, students, or other employees outside the normal scope of their employment or student's relationship with University and not as part of a separate agreement, and that were made without Substantial Use of University Resources, are owned by the inventor and are not a subject of a claim of ownership by the University.

- a) In its sole discretion, the University reserves the sole right to pursue patent protection for any University Invention. Unless otherwise agreed, the University will pay all costs relating to the filing, prosecution and maintenance of any patent or any patent application for a University Invention. The University will have full and complete control over the filing, prosecution and maintenance of any patent or patent application for a University Invention. The Inventor shall have reasonable opportunity to advise the University and will cooperate with the University in such filing, prosecution and maintenance of any patent or patent application for the University Invention.
- b) If the University notifies the inventor in writing that the University does not wish to pursue patent protection, prosecution or continued maintenance for any University Invention for any reason, the parties may agree that the inventor may choose to assume all responsibilities related to the patent process and maintenance of such invention. In the event that the Inventor wishes to continue to pursue patent protection for or maintenance of any issued patent for such invention, the inventor will reimburse the University for any then outstanding or unreimbursed costs incurred pursuing patent protection or providing maintenance of such invention. Once any such costs are paid, the University shall assign its rights in and to the invention or patent back to the inventor.
- c) The University may, in appropriate circumstances and after consultation with the Inventor, license the invention to the inventor on such reasonable terms as the University determines within the University's sole discretion. This license must be requested by the inventor, agreed to by the University and will be a separate negotiated agreement between the inventor and the University.
- d) Net proceeds from the commercial sale, licensing, use or other exploitation of the invention shall be divided between the University and the Inventor(s) per Section II of this Policy.
- e) Inventions must be disclosed to the University sufficiently in advance of any publications, presentations, or other public disclosure to allow time for possible action that protects rights to

the invention for the inventor and for the University. Premature public disclosure of an invention may jeopardize the ability of the University to secure patent protection for the invention.

**Section II. Revenues Generated by Patents or Copyrightable Materials**

Other than as obtained pursuant to any license granted above, all monetary proceeds from the commercialization of university-owned inventions or copyrightable materials are the property of the University or its assignee, subject to certain payments that may be due to the inventors/creators/authors as set out below. The University or its designee shall collect and distribute royalties, fees, equity interests, or dividends owed to inventors/creators/authors and the University.

Revenues from the commercial sale, license, use, or other exploitation of a patented product or copyrightable material shall be distributed as follows:

- a) Unless otherwise agreed to in writing by all interested parties (such as the inventors, research unit, department/college, University, or other program), once a year, the University or its designee shall deduct from the total gross monies paid to the University all costs for obtaining and maintaining legal protection for the subject invention or copyrightable work to arrive at the “adjusted income” derived from the patented product or copyrightable material. . Any written agreement contrary to this term must be made in advance of an expense or cost being occurred to secure legal protection for the work. When a written agreement is completed, that agreement controls what expenses may be deducted to arrive at the “adjusted income.”
- b) The University or its designee shall then deduct from the adjusted income any additional expenses incurred by the University in connection with the patented product or copyrightable material. This deduction covers expenses, excluding direct expenses included in the deduction made in Section II a) above, for administrative purposes and for providing initial funds for patent prosecution for inventions without obvious commercial partners and any other fees and expenses deemed necessary by the institution. The remainder is the “net income” derived from the patented product or copyrightable material. **Expenses for dispute resolution will be deducted from net income prior to distributing net income.**
- c) Unless agreed to otherwise in writing, distribution of net income is as follows:

<b>Cumulative Net Income</b>	<b>Inventor/Author/Contributor</b>	<b>University</b>	<b>Department</b>
\$1-\$50,000	100%		
Above \$50,000	45%	45%	10%

**Section III. Procedures for Disputes**

It is acknowledged that who is considered to be an Author of a copyrighted work, or the inventor of a patent is a matter of federal law and is decided by the facts surrounding the creation and /or invention of the property at issue. In the event that two or more individuals have a dispute regarding who is the author or inventor of a work, the University and the relevant individuals agree to be bound by the decision made by the University’s intellectual property counsel after review of all relevant facts. **No net income, as defined in Section II, will be distributed until all disputes have been resolved.**

The Committee on Intellectual Property is designated to act on behalf of the University to hear and decide disputes arising under this Policy Statement, including but limited to:

- a. the determination of the facts surrounding the identity of the "creator," “author” or "inventor" of copyrightable materials or inventions under this Policy Statement, such



facts to be considered by IP counsel in determining the author or inventor of the disputed work.

- b. the determination as to whether the "Substantial Use" provisions apply to any given situation that arises under this Policy Statement.
- c. the assertion of the University's ownership interest in copyrights and patents; and
- d. interpretation of this Policy Statement to determine the rights of interested parties.

The Committee on Intellectual Property shall consist of 6 members. Three members shall be selected by the University President and serve 3-year terms and one third of the committee shall be replaced each year. Three members shall be selected by the Faculty Senate and serve 3-year terms and one third of the committee shall be replaced each year.

Three members of the committee will be chosen by Faculty Senate as follows:

- One Faculty Member from the College of Arts & Sciences
- One Faculty Member from the College of Business, Communication and Technology
- One Faculty Member from the College of Health, Life Science, and Education

Three members of the committee will be chosen by the University President as follows:

- One Faculty Member from the Library
- One non-faculty Staff Member
- One Member of Administration

- a) The Committee members shall, from among themselves, select a Chair and Secretary who shall serve one-year terms. Whenever possible, the Chair and Secretary should not be a member in their first year of service on the committee.
- b) Committee members may be reappointed by the University President or Faculty Senate, as appropriate, for a second 3-year term, however no member shall serve more than 2 consecutive terms.
- c) In the event of a vacancy on this committee, the University President or Faculty Senate, as appropriate, shall appoint a replacement member to fill the remainder of the unexpired term. Partial terms of less than two full years will not be counted toward the term limit mentioned above.
- d) Upon the adoption and promulgation of this agreement, the University President shall appoint one member to a one-year term, one member to a two-year term, and one member to a three-year term. The Faculty Senate shall appoint one member to a one-year term, one member to a two-year term, and one member to a three-year term. Individuals appointed to one-year terms under this provision shall not have the first term counted toward the term limit mentioned above.

Interested parties in any dispute may appear before the Committee on Intellectual Property at a hearing called for the purpose of resolving disputes and may offer written and oral evidence in support of their position.

- a) Interested parties may request a hearing to decide or resolve a question or dispute arising under this policy by submitting a written or email request to the Committee Chair. The Committee Chair should call the Committee for the purpose of holding the requested hearing within 30 business days of receipt of the request.
- b) Interested parties shall receive reasonable notice of such hearing. Reasonable notice is not less than 10 business days before the hearing.
- c) Interested parties may include any person who is asserting an ownership interest in copyrightable materials or an invention, University officials who may have information that sheds useful light on the dispute and other persons that the Presidential Committee on Intellectual Property may

wish to consult. All interested parties may have access to any information and evidence presented to the Committee and may have an opportunity to augment or challenge any information or evidence presented to the Committee.

- d) The Committee on Intellectual Property shall issue a written decision, which will include findings of fact, and the Committee's determination and conclusions on the matter. The Committee should issue its decisions within 30 business days of the hearing, or, if the Committee requires further evidence or documentation to be submitted, within 15 business days of the submission of such additional evidence. In the event of a dispute regarding the author or inventor of a disputed work, the Committee shall only issue a finding of facts that will be provided to the University's IP counsel for a final determination of those facts.
- e) Should the Committee be unable to render a timely decision, the Committee should provide written notice to all interested parties explaining the cause of the delay and provide an expected timeline for the issuance of its decision.

#### **Section IV. Appeals**

Interested parties may appeal the decision of the Committee on Intellectual Property on the grounds that the decision is not supported by substantial evidence or that the decision is contrary to this Policy Statement in some material respect. Interested parties must file their appeal within 15 business days of the issuance of the Presidential Committee on Intellectual Property's decision on the matter.

- a) Appeals from any decision of the Committee on Intellectual Property under this Policy Statement may be taken to the President of the University who will consider and decide the appeal on the record. The President may seek additional evidence if the President determines the need for such additional evidence.
- b) The President will have a reasonable time in which to review the record and accept additional evidence, if needed. The President will issue a final decision within 30 days of the submission of the record or the additional evidence, whichever occurs last. The University President may affirm, reverse, or modify the decision of the Presidential Committee on Intellectual Property.
- c) The President's decision will be final in the matter and is not subject to further appeal.

#### **Section V. Review and Amendments**

This policy will be reviewed in **one year and at three-year intervals** thereafter by a University Committee appointed by Academic Affairs with input by the Faculty Senate. This Committee will have the authority to recommend any necessary revisions or amendments to the policy to the Provost. The Provost will then deliberate and make a recommendation to the University President for final determination. Any revision to this policy will take effect as determined at the time of the revision.

#### **4.0 HISTORY**

March 2024 – major renovation of content; placed into new format.

#### **5.0 RELATED DOCUMENTS**

None