



# YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

January 25, 1979

TO THE TRUSTEES OF  
YOUNGSTOWN STATE UNIVERSITY

This notice is to advise that the next regular meeting of the Board of Trustees will be held on Saturday, February 10, 1979, in the Board Room in Tod Administration Building at 9:30 a.m.

Copies of the Agenda for the Meeting will be furnished by the President's office.

HUGH W. MANCHESTER

Secretary to the Board of Trustees of  
Youngstown State University

HWM:EVT

Copies of the above notice were mailed on January 25, 1979 to each of the nine Trustees and to the President, as listed on the reverse side of this page; and a copy was also mailed on the same date to each of the three others listed on the reverse side of this page.

HUGH W. MANCHESTER

TRUSTEES AND THE PRESIDENT

Dr. Thomas D. Y. Fok  
Thomas Fok & Associates, Ltd.  
3896 Mahoning Avenue  
Youngstown, Ohio 44515

Dr. John F. Geletka, D. D. S.  
5600 Mahoning Avenue  
Youngstown (Austintown) Ohio 44515

Mr. Edgar Giddens  
448 Cleveland Street  
Youngstown, Ohio 44511

Mrs. Ann Isroff  
11 Wildfern Drive  
Youngstown, Ohio 44505

Mr. William J. Lyden, Bus. Mgr.  
International Brotherhood of  
Electrical Workers  
291 McClurg Road  
Youngstown, Ohio 44512

William G. Mittler, Advertising Mgr.  
Youngstown Vindicator  
Vindicator Square & W. Boardman  
Youngstown, Ohio 44503

Attorney John M. Newman  
Newman, Olson & Kerr  
1010 Union National Bank Building  
Youngstown, Ohio 44503

Mr. Fred C. Shutrump, Jr., Pres.  
Shutrump and Associates  
3749 Mahoning Avenue  
Youngstown, Ohio 44515

Mr. Frank C. Watson, Pres.  
Youngstown Welding and Engineering Co.  
3700 Oakwood Avenue  
Youngstown, Ohio 44515

Dr. John J. Coffelt, President  
Youngstown State University  
410 Wick Avenue  
Youngstown, Ohio 44555

Dr. David J. Robinson, President  
YSU-OEA  
Youngstown State University  
410 Wick Avenue  
Youngstown, Ohio 44555

Attorney John G. Ingram  
1100 Mahoning National Bank Bldg.  
Youngstown, Ohio 44503

Theodore A. Cubbison, Esq.  
Director Legal Services  
Youngstown State University  
410 Wick Avenue  
Youngstown, Ohio 44555



# YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

February 10, 1979

Dr. David J. Robinson, President  
YSU Chapter of OEA  
Youngstown State University  
410 Wick Avenue  
Youngstown, Ohio 44555

Dear Dr. Robinson:

Enclosed for your records find a copy of the Minutes of the Meeting of the Board of Trustees of Youngstown State University, which was held on November 11, 1978. The Minutes were approved at today's meeting of the Board and have now been signed by the Chairman and attested.

Yours very truly,

A handwritten signature in cursive script that reads "Hugh W. Manchester".

HUGH W. MANCHESTER  
Secretary to the Board of Trustees

HWM:EVT  
Enclosure

xc: Dr. John J. Coffelt,  
President

TO: RICHARD J. OWEN, Librarian

FROM: Hugh W. Manchester  
Secretary to the Board of  
Trustees

DATE: February 10, 1979

SUBJECT: Minutes of Meeting of Board of Trustees  
of Youngstown State University held on  
November 11, 1978

I am enclosing a xerox copy of the official Minutes of the Board meeting referred to above. The original Minutes were approved, signed and attested at today's meeting of the Board of Trustees.

HWM:EVT

xc: President Coffelt  
Vice President Edgar  
Vice President Alderman  
William J. Lyden



# YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

February 13, 1979

Mr. Stephen Klim, President  
YSU Chapter of OCSEA  
Youngstown State University  
410 Wick Avenue  
Youngstown, Ohio 44555

Dear Mr. Klim:

Enclosed for your records find a copy of the Minutes of the Meeting of the Board of Trustees of Youngstown State University, which was held on November 11, 1978. The Minutes were approved at the meeting of the Board held on February 10, 1979 and have now been signed by the Chairman and attested.

Yours very truly,

A handwritten signature in cursive script that reads "Hugh W. Manchester".

HUGH W. MANCHESTER

Secretary to the Board of Trustees

HWM:EVT  
Enclosure

xc: Dr. John J. Coffelt  
President

MINUTES OF MEETING

of

BOARD OF TRUSTEES

of

YOUNGSTOWN STATE UNIVERSITY

Tod Administration Building  
Saturday, February 10, 1979

Pursuant to Resolution YR 1979-22 and to Notices mailed on January 25, 1979, by the Secretary of the Board to each Trustee, copies of which precede these Minutes (with copies to the President of the University, the President of the YSU Chapter of the OEA, to John G. Ingram, Assistant to the Attorney General of Ohio, and to the Director of Legal Services of the University) a regular meeting (Sixty-fifth) of the Board of Trustees of Youngstown State University convened on Saturday, February 10, 1979 in the Board Room in the Tod Administration Building at 9:30 a.m.

Eight (8) Trustees were present at the meeting, to-wit: William J. Lyden, Chairman, Dr. Thomas D. Y. Fok, Dr. John F. Geletka, Edgar Giddens, Mrs. Ann L. Isroff, William G. Mittler, John M. Newman and Frank C. Watson. One Trustee, Fred C. Shutrump, Jr. was absent.

Also present were Dr. John J. Coffelt, President, Dr. Earl E. Edgar, Vice President for Academic Affairs, Dr. Neil D. Humphrey, Vice President for Financial Affairs, Dr. Taylor Alderman, Vice President for Personnel, Edmund J. Salata, Dean of Administrative Affairs, Dr. Lawrence E. Looby, Associate Vice President for Public Services, Philip A. Snyder, Director of University Relations, John G. Ingram, Assistant to the Attorney General, Hugh W. Manchester, Secretary to the Board of Trustees, and Miss Patricia Davis, Secretary to the President. Also present were approximately 18 Deans and members of the Faculty, students and representatives of the news media.

Mr. Lyden presided as Chairman of the Board.

ITEM I - Proof of Notice of Meeting

Evidence was available to establish that due notice of the meeting had been sent on January 25, 1979 by the Secretary to each of the nine Trustees and to the President, and that copies had also been sent to the President of the Youngstown Chapter of OEA, to John G. Ingram, Assistant to the Attorney General and to Theodore A. Cubbison, Director of Legal Services. Such evidence precedes these Minutes.

ITEM II - Minutes of the Meeting held November 11, 1978

Copies of the draft of the Minutes of the Sixty-fourth Meeting of the Board of Trustees, held on November 11, 1978, had been mailed to each Trustee, to the President, the three Vice Presidents, the Dean of Administrative Affairs, the State Examiner, the Assistant to the Attorney General and the Director of Legal Services. There being no corrections or changes suggested, the Minutes were duly approved and were signed by the Chairman and attested by the Secretary.

ITEM III - Recommendations of the President of the University

1. Resolution to Ratify Faculty/Staff Appointments

Twelve faculty/staff appointments and promotions made since the November 11, 1978 meeting of the Board were reported.

After a Motion made by Mr. Mittler had been seconded by Mr. Newman and had received the affirmative vote of each Trustee present, the Chairman declared the following Resolution carried:

WHEREAS, the Policies of the Board of Trustees direct the President to appoint such employees as are necessary to effectively carry out the operation of the University; and YR 1979-23

WHEREAS, new appointments have been made subsequent to the November 11, 1978 regular meeting of the Board of Trustees; and

WHEREAS, such appointments are in accordance with the 1978-79 budget and with the University policy on Equal Employment Opportunity.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby ratify and confirm the appointments as listed in Exhibit A attached hereto.

2. Resolution to Authorize and Agreement with  
Research Corporation

Dr. Coffelt reported that recent research at the University has developed some discoveries which may be patentable; that under ORC Sec. 3345.14 all rights thereto belong to the University; that Research Corporation, a non-profit corporation, located in New York City, has facilities for ascertaining patentability and often assists academic institutions in developing inventions from research through the patenting process and development programs. He recommended that a proposed Agreement between Youngstown State University and the Research Corporation be approved by the Board.

After a Motion made by Dr. Fok, had been seconded by Dr. Geletka and had received the affirmative vote of each Trustee present, the chairman declared the following Resolution carried:

WHEREAS, Section 3345.14 of the Ohio Revised Code provides that all rights to and interests in discoveries or inventions, including patents thereon, which result from research or investigations conducted in laboratories or facilities operated by Youngstown State University shall be the sole property of the University; and

WHEREAS, the University has been advised that there may exist a body of new knowledge resulting from research conducted in University facilities which may be patentable and which may have commercial value; and

WHEREAS, Research Corporation is a non-profit foundation which, through its invention administration program, helps bring academic inventions from the laboratory into public use; and

WHEREAS, Section 3, Article IV of the Policies of the Board of Trustees prohibits the assignment of rights to or interests in such discoveries without specific approval of the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Youngstown State University does hereby authorize the President to enter into the agreement with the Research Corporation which is attached hereto as Exhibit B.



## ITEM IV - REPORT OF THE PRESIDENT OF THE UNIVERSITY

Dr. Coffelt reported to the Board as to the following eleven matters:

### 1. Winter Term 1979 Enrollment

Winter term 1979 Enrollment (14,405 Headcount, 10,941 F.T.E.) is down about 8% under Fall term 1978. Normal attrition is 5%. Winter 1979 is 3.2% under winter 1978. Reasons for the drop are unclear--but may be due to several factors--including the area economy, decline in college age population and more intensive competition among institutions of higher education. The drop is not an immediate critical problem for state subsidy is based on fall term data, but it does affect income from fees and tuition.

### 2. Student Retention

A task force to initiate studies and develop recommendations to reduce student attrition has been appointed. Previous studies show that of each entering class only about 60% survive to the sophomore year and about 40% graduate. Improvement in student retention can assist in stabilizing fiscal resources as enrollments may decline in the future.

### 3. Tenure

A recent study shows that of 408 Full Service Faculty members, 306, or 75% are Tenured. If 38 chairmen are included, 76.5% are Tenured. In six departments, and in the School of Education, four out of five departments, the full service faculty is 100% Tenured. The agreement concerning full service faculty does provide for retrenchment if student credit hours decline, but it will be a long arduous effort should retrenchment become necessary.

### 4. New Chancellor of OBOR

Effective January 2, 1979, Dr. Edward Moulton became Chancellor of the OBOR, succeeding Dr. Norton. Dr. Moulton was previously Vice President for Business and Administrations at Ohio State University. The OBOR wants Dr. Moulton to work closely with legislative relationships and to minimize lobbying activities of University Presidents. Some legislators are strongly opposed.

### 5. State Subsidy Problems

The Executive Budget for biennial 1979-81, presented to the General Assembly of Ohio on February 6, 1979, contained bad news for higher education and for Youngstown State University in particular.

In December 1978, initial estimates for fiscal 1979-80 projected an income growth of \$1,706,000 (5.5%), based on OBOR recommendations for student based subsidies and on an estimate of 11,615 FTE eligible students. In January 1979, the growth estimate was reduced 4% to \$1,253,000, because of fall and winter term enrollment experience. In January, budget guidelines to the six area officers who will present budget requests for fiscal 1980 called for no more than budgeted for 1979-because of expectations that the entire 4% growth estimate would all be needed to meet fixed cost increases (such as utilities) and compensation increases.

If the Executive budget is adopted by the General Assembly, the expected increase from State Subsidies could drop to a maximum of \$880,000 and possibly to only \$650,000. This may require instructional tuition fee increases from \$630.00 per year at Youngstown State University's present rates to \$795.00 (23% increase) at OBOR recommendations or \$840.00 (33 1/2% increase) at the Governor's recommendation. Chancellor Moulton expects that fee increases for most students will be required.

#### 6. College of Medicine

Dr. Robert A. Liebelt has been appointed as Provost and Dean of the NEOUCOM, by its Trustees on January 8, 1979. Dr. Olson will continue as a consultant to Dr. Liebelt for an interim period. Youngstown State University has been advised that this year it may admit 24 students into the First Year, Phase I BS/MD program, (heretofore only 16).

#### 7. N.E.T.O

Improvements in the signal of Channel 45 have been sought for several years, and permission to assign Channel 58 to N.E.T.O., and construct a transmitter in Youngstown was requested. In late December our application was again deferred, and the State's matching funds may now be diverted to strengthen Channel 45 in Akron. On February 16th a delegation will meet with the staff of FCC to ascertain the reasons for again deferring the application re Channel 58.

#### 8. Title IX re Intercollegiate Athletics

Under "interpretations" issued on December 11 (possibly final February 10) by Secretary Califano, which are tantamount to regulations, it may be necessary that per capita expenditures for men's and women's athletic programs be substantially equal unless differences are based on sex-neutral factors. Since 1975, Youngstown State University expenses for women's sports has increased from \$6,000.00 to \$126,000.00. The critical element is football. If that is excluded, Youngstown State University will be in close compliance.

9. A. G. B. Annual Meeting for Trustees

A. G. B. Annual meeting for Trustees is scheduled for April 8-10, 1979, in Miami, Florida.

10. Winter Commencement

Winter Commencement is scheduled for March 24, 1979.

11. Litigation

At Dr. Coffelt's request, Mr. Ingram reported:

(a) The decision of the Court of Claims rejecting M. J. Kelley Co's. claim for \$171,300 extras for Cushwa Hall, rendered November 15, 1978 in Case 77-0521, has been appealed by the M. J. Kelley Co.

(b) The action of Mrs. Tydings (alleging wage discrimination based on sex) has been dismissed, after being partially defeated.

(c) A five million dollar damage action filed against the University and a teacher on behalf of Daniel Terlecki, based on alleged negligence in teaching in a gymnasium class, is being defended by an insurance company whose maximum liability is \$500,000.00. Any judgment over \$500,000.00 may involve liability of both the University and the faculty member. Under an Attorney General's opinion, the University can no longer purchase liability insurance, and the policy purchased by Youngstown Educational Foundation for the University does not cover liability arising out of negligence.

(d) Mahoning-Trumbull Council of Governments and Eastgate Development & Transportation Agency Liability to Youngstown State University for \$11,950.00, based upon oral contracts with such Council of Governments (now discontinued) can be settled if Youngstown State University will accept \$7,450.00 in full payment of any claims based on the oral contracts. Mr. Ingram recommended that authority be given to accept \$7450.00 in full settlement.

After a Motion by Mr. Newman was seconded by Dr. Fok and had received the affirmative vote of each Trustee present, the Chairman declared the following Resolution carried:

WHEREAS, services were performed in 1971 and YR 1979-25 thereafter by the Center for Urban Studies of Youngstown State University related to a housing market study and an "open space" study; and,

WHEREAS, this work was performed for the Mahoning-Trumbull Council of Governments (MTCOG) and that organization later was discontinued and its

functions, assets, and liabilities were assumed by the Eastgate Development Transportation Agency (EDATA): and,

WHEREAS, the original contracts called for payment of \$24,450 and only \$12,500 was paid, leaving an unpaid balance of \$11,950; and

WHEREAS, of this total, \$3,950 is inadequately documented because there was no written contract and \$550 is challenged because a part of the product was deemed unsatisfactory; and,

WHEREAS, on February 6, 1979, EDATA offered to pay \$7,450 (i.e. \$24,450 less \$12,500 less \$3,950 less \$550) in full settlement of this disputed claim; and,

WHEREAS, all circumstances considered, the Board's counsel and the University administration recommends acceptance of such offer;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby authorize: (1) acceptance of \$7,450 from EDATA in full payment of the MTCOG-EDATA account receivable; (2) the President to sign the necessary document of release; (3) the write-off of any unsatisfied accounts receivable established because of these contracts; (4) the final payment of any outstanding obligations deferred due to non-receipt of the MTCOG payment; and (5) the closing of these accounts.

#### ITEM V - Report of the Vice President for Academic Affairs

Dr. Edgar reported concerning three matters, as follows:

##### 1. OBOR Approval of Teaching Programs

Teaching programs are reviewed, usually for five year periods by the OBOR. In May 1978 information was submitted on the five year review forms as respects twenty-six programs being offered, and on January 31, 1979, Dr. Max Lerner, Vice Chancellor for Two-year programs, visited the campus. As a result of his review and further discussion, we agreed to place the programs on Public Administration Technoly and Metallurgical Engineering Technology on inactive status. All other programs are to be recommended to the Board of Regents for continuance for another five years.

##### 2. Long Range Academic Planning

Objective and mechanisms for planning the future of Academic Programs offered at Youngstown State University are being

developed and will be carried out under the office of the Vice President for Academic Affairs with the assistance of Dr. Leon Rand, Dean of Graduate Studies and Research and the Academic Dean's Council.

### 3. New Weekend and Evening Programs

Plans for new Weekend and Evening Programs are being developed to make the University more accessible to the non-traditional student ie, to provide classes at times more convenient to older students whose family or work responsibilities may prevent attendance during weekdays.

## ITEM VI - REPORT OF THE VICE PRESIDENT FOR FINANCIAL AFFAIRS

Dr. Humphrey reported as to three matters, as follows:

### 1. Publication of Financial Report

Copy of a brief financial report, which summarizes Revenues and Expenditures for the fiscal year ended June 30, 1978, which is being published in the Youngstown Vindicator to comply with requirements of ORC 117.06 was submitted for examination.

### 2. Request to the OBOR for Release of \$500,000

Request to the OBOR for release of \$500,000 to Youngstown State University to cover purchase of needed equipment, as required by Am. Sub. Sen. Bill 493 (1978), was reported. OBOR approval was obtained and purchasing has commenced.

### 3. Financial Reports for Income and Expenses

Financial Reports for Income and Expenses concerning the last six months of 1977-78 and 1978-79 were submitted, and it was reported that a drop in fee income of about \$438,000 is expected during the current year.

## ITEM VII - REPORT OF THE VICE PRESIDENT FOR PERSONNEL

Dr. Alderman reported concerning four matters, as follows:

### 1. Increased Health Insurance Costs

Since August, discussions have been had concerning rate increases requested by Equitable Life Assurance Society of the United States because of its experience with claims by various employees of Youngstown State University covered by its policies. In such discussions the University has had the benefit of services and advice of Robert V. Davidson, of Carlin-Black, of Columbus, who agrees that some increases in rates is appropriate (because of increased use of benefits and inflation). The Society's proposal for the twelve

months ending June 1, 1979 is \$586,000.00 premium. The University's proposal is about \$533,000.00. In addition, there is no agreement as yet concerning maximum year-end adjustments. Total maximum premiums asked by the Society could amount to \$880,426.00, and under the University's counter proposal would be about \$170,000.00 less. More than \$100,000.00 increased premium costs is probable.

## 2. Retirement Age Problems

Recent Federal Statutes will prohibit mandatory Retirements prior to age seventy in 1982. Youngstown State University's policy as to administrative staff has been changed to comply with the new law. Present policy as respects faculty, which is covered by Agreement with YSU-OEA, now requires retirement at age sixty-eight. Some further legislative proposals may eliminate mandatory retirement ages completely. The issues are sensitive and difficulties in individual cases sometimes arise. Some Ohio Universities permit faculty members to teach part time after retirement as part of an early retirement program. This in some cases permits early retirement without loss of all benefits and continues the benefits of professional expertise for the University at sharply reduced costs. The matter is under study.

## 3. Recognition of distinguished leaders of the University

Appropriate methods to recognize some of the distinguished leaders of the University who have provided major contributions to its development in past years, have been under discussion and a faculty committee has been asked to make recommendations as to how such former leaders can best be formally recognized.

## 4. Appeals and Objections to Salary Ranges for Administrative Staff

Following adoption last June of a system of Sixteen salary ranges for administrative staff persons, about fifty appeals and objections were accepted. Each has now been reviewed, resulting in the assignment of seven positions (which involved nine persons) to higher ranges than had been originally assigned. Implementation of the system inevitably causes tension and unhappiness among the professional staff. The Salary Ranges will be carefully reviewed, and ways will be sought to keep the assignments as equitable and accurate as possible in the future.

## ITEM VIII - REPORT OF THE DEAN OF ADMINISTRATIVE AFFAIRS

Dean Salata reported concerning ten matters as follows:

### 1. Wick Avenue Pedestrian Bridge

Wick Avenue Pedestrian Bridge Plans and Specifications are available. Bids to be opened February 27, 1979 in Columbus. Completion Scheduled for September 15, 1979.

2. All-Sports Complex/Health and Physical Education Facility

Advertising for bids for foundations and utilities starts February 12; bids to be opened March 15, 1979. Plans and Specifications available February 12. Plans for superstructure and playing field to be complete in three months.

3. Central Core Irrigation System

Original bidding was delayed by litigation. Bidding (minorities only) scheduled for March 20, 1979.

4. Irrigation and Landscaping (Jones Hall, Beeghly, School of Education, Central Plant, Pollock House and Disciple House)

Planning for expansion by James Burkart Associates of Columbus, Ohio, (retained by Ohio Department of Administrative Services) should be complete in April 1979.

5. Central Core Lighting Upgrade

Removal of Lexon Shields, changing 175 watt Mercury Vapor lamps to 150 watt high pressure Sodium lamps, additional and supplemental lighting, underground wiring system in conduit and a control system, planned and scheduled for completion by September 1979, to cost an estimated \$200,000.00, was reviewed and described in detail. Ron Hepp & Associates, of Youngstown, is providing the electrical and engineering services.

6. Removal of Handicapped Barriers

Plans for design for First Phase of transition plan to comply with Sec. 504 of the Rehabilitation Act of 1973 are being prepared by Nelson Harris & Associates of Youngstown, employed by Ohio Department of Public Works. Drawings are expected in June 1979 and construction should be completed in October 1979.

7. Rayen School Building Fire Damage Repairs

Cost of repair is estimated at \$253,779.00. Insurance proceeds of \$229,343.00 have been received, from which \$20,000.00 is to cover the University's clean up and emergency repair expense. It is expected that the balance of \$209,343.00 will be paid to the Trustees of the Rayen School, owners of the building (in exchange for a release of the University's liability to make repairs) so that such Trustees, as owner, may contract and pay for the repairs which they wish to make.

8. Fire Extinguisher Seminars

Fire Extinguisher Seminars are to be held on campus for faculty, staff and students in recognition of the need and impor-

tance of preplanning for certain possible emergencies.

#### 9. Land Acquisition

It was reported, pursuant to YR 1979-11 as to land acquisition, that 24 parcels East of Wick Avenue are in various stages of possible acquisition and that of these two acquisitions had been completed, six were pending OBOR approvals, seven involved owners' offers to sell and nine are awaiting appraisals. Of the \$500,000 available for Fiscal 1978-79, \$453,394.00 remained in the Property Acquisition Fund as of January 24, 1979. It is estimated that \$272,500.00 will be needed to purchase, demolish buildings and seed parcels now in process of acquisition. This will leave \$180,894.00 available--which may permit acquisition of thirteen additional parcels. Sketch maps showing the general area East of Wick Avenue which is involved were exhibited. The following three property acquisitions which have been completed were formally reported to the Board:

(1) 36 E. Spring Street, City Lot No. 11394 pt., City of Youngstown, purchased from Mary Ann LoGuidice and Lou Tiberio.

(2) 38 E. Spring Street, City Lot No. 11394 pt., City of Youngstown, purchased from Amelia Picciochi.

(3) City Lots Nos. 9127 and 9128, pts., (residue) located in the City of Youngstown on Custer Street, were acquired from Beatrice Russell, et al per YR 1978-54.

#### 10. Increasing Utility Costs (concerning Electricity and Gas)

Increasing utility costs (concerning electricity and gas) were described in great detail, with the use of slides and many graphs and tables. It was shown that between 1974 and 1978 the total energy costs for electricity and gas had increased from \$571,613 in 1974, up \$914,504 (160%) to \$1,486,117 in 1978.

It is anticipated that such costs will continue to increase, the projected figures to 1981 being as follows:

From \$1,486,117 in 1978 up \$335,339  
(23%) to \$1,821,516 in 1979

From \$1,486,117 in 1978, up \$721,883  
(40%) to \$2,208,000 in 1981

The overall increase from \$571,613 in 1974 expected to 1981 is \$1,636,387, or an increase of 286% in a period of seven years.

#### ITEM IX - REPORTS OF COMMITTEES OF THE BOARD

##### 1. Personal Relations Committee

Mr. Mittler reported that the Committee had met on Febru-



ary 5, 1979, relative to negotiations which will commence in early March with representatives of the YSU Chapter of OEA. The Agreement (1977-1981), by Article 3.3 calls for negotiations prior to May 1, 1979, to renegotiate the provisions of Articles 4.1 and 4.2 for the academic years 1979-80 and 1980-81 relative to (Salary Ranges for Ranks) and (Salary Adjustments). The negotiating team to act for the University will include: Dr. Neil D. Humphrey (Vice President for Financial Affairs), Dr. George E. Sutton (Dean of the William Rayen School of Engineering), Dr. Barbara H. Brothers (Chairman of the Department of English) and Dr. Taylor Alderman (Vice President for Personnel) who will act as Chairman of the team.

## 2. Budget and Finance Committee

Mr. Newman reported that the committee had met on February 2, 1979 and had determined to recommend that the Board, because of anticipated reductions of income and increases in expenditures, should amend the Educational and General Operating Budget for Fiscal 1978-79.

After a Motion by Mr. Newman was seconded by Mrs. Isroff and had received the affirmative vote of each Trustee present, the Chairman declared the following Resolution carried:

### Resolution to Amend the Educational and General Operating Budget for Fiscal 1978-79

WHEREAS, on June 17, 1978, the Board of Trustees YR 1979-26  
approved an Educational and General Operating  
Budget for 1978-79 which totaled \$30,990,000;  
and

WHEREAS, revised estimates of income from Student fees, tuition and State subsidy are now projected to be \$438,000 less than the amount budgeted for the Educational and General Budget, based on actual 1978 Fall and Winter term enrollments;  
and

WHEREAS, the University has been advised by The Equitable Life Assurance Society that the cost of health and hospital insurance provided employees may be increased during the current fiscal year, because of unfavorable claims experience, by as much as \$100,000 above the amount budgeted for this purpose; and

WHEREAS, Amended Substitute Senate Bill No. 221 provides that if at any time it should appear that projected expenses will exceed projected revenues, the Board of Trustees shall take action to balance income and outgo for current operations; and

WHEREAS, in accordance with prudent management as well as policy of the Ohio Board of Regents the Board of Trustees maintains an operating contingency reserve to provide for such emergencies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize a transfer of \$628,000 from the Educational and General Contingency Reserve to the Educational and General Operating Budget for 1978-79, and \$438,000 of this amount shall replace the expected reduction of income and \$190,000 shall be in addition to the approved \$30,990,000 budget, thereby making the revised operating budget total \$31,180,000 for fiscal year 1978-79.

BE IT FURTHER RESOLVED, that the Revised Educational and General Operating Budget be filed with the Ohio Board of Regents as required by Amended Substitute Senate Bill No. 221.

There were no reports by the Building and Property Committee or the Student Affairs Committee.

ITEM X - COMMUNICATIONS

A list of communications, copies of which were submitted to each Trustee, is as follows:

Memorandum of Vice President Edgar to Academic Deans' Council, dated January 29, 1979, regarding Long-Range Academic Planning.....	1
Memorandum of Vice President Edgar to Deans and Department Chairpersons dated January 10, 1979 regarding new YSU WEEKEND PROGRAM and EVENING PROGRAM for Phase Two Students.....	2
Memorandum of President Coffelt, dated January 31, 1979, regarding Task Force on Student Retention.....	3
Enrollment Summary - Winter 1979.....	4
Letter regarding \$2,000 bequest from the Walter E. Watson Trust.....	5
Financial Report for the fiscal year ended June 30, 1978, published in conformity with ORC 117.06.....	6
Letter of Vice President Humphrey to Gates, McDonald & Company, dated January 19, 1979, regarding termination of contracts.....	7

List of Tenure by Academic Departments, January 22, 1979.....	8
Memorandum of Vice President Alderman to President Coffelt, dated November 15, 1978, regarding Early Retirement for Faculty.....	9
Memorandum of President Coffelt, dated December 29, 1978, regarding Honoring of Distinguished Faculty and Staff.....	10
Correspondence regarding Equitable Group Renewal Contract.....	11
Correspondence regarding University Power Costs.....	12
Letter of Dean Salata, and Release, to Board of Trustees of the Rayen School, dated February 2, 1979, regarding Rayen School Building Repairs.....	13
Statement of Board's Legal Counsel for professional services rendered re: Miscellaneous File October 1 thru December 31, 1978.....	14
Correspondence regarding The M. J. Kelley Case, Judgment Entry with Findings and Conclusions.....	15
Letter of President Coffelt to Attorney Ingram, dated January 4, 1979, regarding Sheng issue.....	16
Letter of Attorney Roberts to Attorney Ingram, dated January 9, 1979, regarding dismissal of Tydings action.....	17
Letter of Attorney Ingram to William P. Fergus, Eastgate Development and Transportation Agency, dated January 29, 1979, regarding offer of settlement.....	18
Summons and Complaint re: Daniel N. Terlecki vs Youngstown State University, et al.....	19
News clipping and letter regarding Dr. Edward Q. Moulton, newly appointed Chancellor of Ohio Board of Regents.....	20
Letter of Representatives Shoemaker and Sweeney to Chancellor Moulton dated January 9, 1979, regarding relationship between the Legislature and higher education.....	21

Correspondence regarding Equipment Funds Appropriation S. B. 493, \$500,000 released to YSU..... 22

Letter regarding AASCU Committee on State Relations..... 23

All-Sports Complex Committee - Progress Report, January 17, 1979..... 24

Letter of Commissioner Ferzacca, Mid-Continent Conference, to President Coffelt, dated December 12, 1978, congratulating YSU for winning the First Conference Football Championship..... 25

ITEM XI - NEW BUSINESS

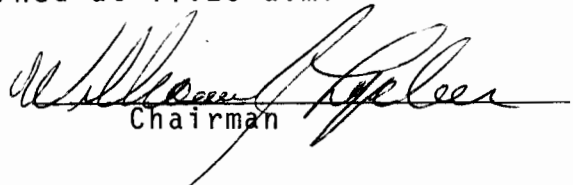
Mr. Lyden reported that at a recent meeting of Trustees of Universities, held in Columbus in conjunction with a meeting of the Inter-University Council, the consensus of those present was that the influence of the Ohio Board of Regents on members of the Ohio Legislature should be supplemented by more activity on the part of University Trustees.

ITEM XII - TIME AND PLACE OF NEXT REGULAR MEETING OF TRUSTEES

There being no further business on Motion made by Mr. Newman, seconded by Dr. Fok and carried by the affirmative vote of each Trustee present, the Chairman declared the following Resolution adopted:

RESOLVED that the next regular meeting of the Board of Trustees of Youngstown State University be held in the Board Room in Tod Administration Building on Saturday, April 28, 1979, at 9:30 a.m. YR 1979-27

The meeting was duly adjourned at 11:20 a.m.

  
Chairman

ATTEST:

  
Secretary to the Board of Trustees

YOUNGSTOWN STATE UNIVERSITY  
 RESOLUTION FOR NEW APPOINTMENTS AND PROMOTIONS  
 AS OF February 10, 1979

<u>NAME</u>	<u>TITLE</u>	<u>DEPARTMENT</u>	<u>DATE OF EMPL.</u>	<u>ANNUAL SALARY</u>	<u>CONTRACT MONTHS</u>	<u>COMMENTS</u>
Shutes, Mark T.	Instructor	Sociology, Anthropology and Social Work Department	January 2, 1979	\$ 7,567 (9-Mon.base: \$12,400)	9	
Mirth, Richard A.	Assistant Professor	Civil Engineering Department	December 1, 1978	\$12,654 (9-Mon.base: \$17,500)	9	
Wigle, Barbara	Administrative Assistant	College of Fine and Performing Arts	December 1, 1978	\$ 6,824 (12-Mon.base: \$11,750)	12	
Baret, Mary Catherine	Clerical Assistant	Nursing Department	December 4, 1978	\$ 5,862 (12-Mon.base: \$10,161)	12	Temporary appointment; Funded by Federal Grant.
Tokar, Edward B.	Instructor	Foundations of Education Department	January 2, 1979	\$ 9,459 (9-Mon.base: \$15,500)	9	
Carlson, Clifford J.	Instructor	Accounting and Finance Department	January 2, 1979	\$ 7,567 (9-Mon.base: \$12,400)	9	Terminal appointment.
Marchionda, Louisa M.	Instructor	Home Economics Department	January 2, 1979	\$ 6,713 (9-Mon.base: \$11,000)	9	Terminal appointment.
Redburn, F. Stevens	Director	Center for Urban Studies	March 26, 1979-- March 25, 1980	(12-Mon.base: \$27,984 for period March 26-- June 30, 1979.)	12	Temporary assignment to HUD
Montgomery, Timothy E.	Instructor	Physics and Astronomy Department	January 2, 1979	\$ 7,933 (9-Mon.base: \$13,000)	9	Terminal appointment.
Seibold, Frank J.	Acting Dean	School of Business Administration	January 2, 1979	\$16,605 (9½-Mon.base: \$28,607)	9½	Temporary appointment.
Harris, Tina	Clerical Assistant	School of Education	January 15, 1979	\$ 3,691 (12-Mon.base: \$8,000)		Temporary appointment; State funding for Teacher Education Redesign.
Khattak, Melodye	Government Documents Librarian	Maag Library	February 1, 1979	\$ 5,483 (12-Mon.base: \$13,323)	12	

Agenda Item D.1.  
Exhibit A

INVENTION ADMINISTRATION AGREEMENT  
between  
RESEARCH CORPORATION  
and  
YOUNGSTOWN STATE UNIVERSITY

THIS AGREEMENT, made effective this        day of  
, 197 , between YOUNGSTOWN STATE UNIVERSITY, a corporation  
existing under the laws of the State of Ohio with its principal  
offices at 410 Wick Avenue, Youngstown, Ohio 44555, hereinafter  
called "UNIVERSITY", and RESEARCH CORPORATION, a New York not-  
for-profit corporation with offices at 405 Lexington Avenue, New  
York, N. Y. 10017, hereinafter called "RESEARCH";

WITNESSETH THAT:

DEFINITIONS

As used herein the following defined terms shall have the  
meanings ascribed to them as follows:

"Invention" shall mean invention or discovery or novel plant  
variety. An Invention shall be "made" when it is conceived.

"Inventor" shall mean one who makes an Invention or one who  
is a breeder of a novel plant variety susceptible of protection  
by means of a Plant Variety Protection Certificate or the like.

"Patent" shall mean a patent or Certificate of Invention or  
Utility Model or Design Registration or Plant Variety Protection  
Certificate or other form of protection for an Invention issued  
by a government or governmental agency.

"Patent Application" shall mean an application for a Patent.

"Patented" shall mean covered by a Patent.

"Patent Policy" shall mean the applicable policies,  
programs, regulations and expressed or implied contracts

Agenda Item D.2.  
Exhibit B

governing and/or determining the rights of UNIVERSITY in and to the Inventions, Patent Applications and Patents of members of its faculty, staff, fellows, associates, students, employees and others who may be subject thereto.

"Patent Rights" shall mean all right, title and interest in and to an Invention, any Patent Application filed or to be filed thereon and any Patent issued or issuing thereon, the right to file for any such Patent and to have any such Patent issued in the name of the owner or assignee and the right to claim any priority right to which the Inventor or anyone claiming under him may be entitled.

"Deductible Expenses" shall mean the sum of the out-of-pocket expenses incurred by RESEARCH for litigation in courts of record to obtain, or to assert or defend the validity or scope of, any Patent administered under this agreement.

"Gross Income" shall mean all moneys and the money equivalent of any other consideration received by RESEARCH by reason of its ownership and administration of any Invention, Patent or Patent Rights under this agreement, but shall not include any amounts paid by a licensee or prospective licensee of RESEARCH under any such Patent or Patent Rights expressly for the expenses of filing, prosecuting or maintaining any Patent Application or Patent on such Invention.

"Notice" shall mean written notice sent by prepaid, first-class, registered or certified mail, return receipt requested.

RECITALS

A. WHEREAS, UNIVERSITY believes that Inventions may be made by members of its faculty, staff, fellows, associates, students, employees or others covered by UNIVERSITY's Patent Policy; and

B. WHEREAS, RESEARCH has had broad experience in the evaluation of Inventions for commercial and scientific utility, as a basis for determining the feasibility of seeking Patents thereon, and in introducing Inventions into use in the useful arts and manufactures and for scientific purposes; and

C. WHEREAS, UNIVERSITY desires that Inventions referred to in Paragraph A be evaluated, Patented and introduced into use in an effective manner and with due regard for the public interest; and

D. WHEREAS, UNIVERSITY further desires that any net income from such Inventions be used to provide means for the advancement and extension of technical and scientific investigation, research, experimentation and education; and

E. WHEREAS, RESEARCH is a not-for-profit corporation organized for the purpose of providing means for the advancement and extension of technical and scientific investigation, research and experimentation, no part of the net earnings of which inures to the benefit of any private shareholder or individual; and

F. WHEREAS, RESEARCH is prepared to evaluate such Inventions, to obtain Patents on those which it selects, to introduce such selected Inventions into use through its ownership of any Patent Applications filed and Patents issued on them, primarily by issuing licenses to third parties, and to devote all



net income resulting from the administration of such Inventions to the purposes of its charter as a not-for-profit corporation.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties DO AGREE AS FOLLOWS:

I. UNIVERSITY's Duties: UNIVERSITY agrees to:

(1) Arrange for the submission to RESEARCH, on a preferential basis, of the Inventions of members of its faculty, staff, fellows, associates, students, employees, and others covered by UNIVERSITY's Patent Policy, which UNIVERSITY owns or shall be entitled to own or license to others, or which UNIVERSITY may be entitled to own or license to others upon petition to a governmental or private granting or contracting agency or organization, for evaluation by RESEARCH and administration under this agreement if accepted by RESEARCH.

(2) Assign or arrange for assignment to RESEARCH of its right, title and interest in and to such Inventions submitted to RESEARCH pursuant to Article I, paragraph (1) above, as RESEARCH shall elect to accept under this agreement, together with the Patent Rights thereon.

(3) Recommend to any members of its faculty, staff, fellows, associates, students, employees, or others covered by UNIVERSITY's Patent Policy, whose Inventions are not embraced within Article I, paragraph (1) above, that they submit to RESEARCH such Inventions for evaluation with the understanding that they will assign to RESEARCH their right, title and interest in and to those of the aforesaid Inventions submitted to RESEARCH

which RESEARCH shall elect to accept under this agreement, together with the Patent Rights thereon.

(4) Afford to RESEARCH to a reasonable extent, upon request, the advice and assistance of such members of UNIVERSITY's faculty, staff, fellows, associates, students and employees or others covered by UNIVERSITY's Patent Policy in seeking Patents upon and otherwise administering under this agreement any Inventions accepted by RESEARCH hereunder, without charge therefor.

(5) Advise RESEARCH at the time of submission of any Invention to RESEARCH of any commitments UNIVERSITY or an Inventor of such Invention has made to any third party for licenses or other rights under such Invention and the Patent Rights thereon.

(6) Designate a member of UNIVERSITY's faculty or staff as liaison with RESEARCH with the responsibility of assuring that UNIVERSITY's role in the identification and administration of Inventions under this agreement shall be carried out effectively; and, notify RESEARCH in writing of each person so designated.

(7) Notify RESEARCH in writing in the event that it shall undertake to establish an office or other facility or operation (other than a member of UNIVERSITY's faculty or staff designated solely as liaison with RESEARCH pursuant to Article I, paragraph (6) above) for the administration, patenting or licensing of Inventions that might otherwise be submitted to

RESEARCH for evaluation and possible administration under this agreement.

(8) Notify RESEARCH in writing of any other agreement or other arrangement it has entered into or shall enter into with any other person or organization for the administration, management or licensing of Inventions that might otherwise be submitted to RESEARCH for evaluation and possible administration by RESEARCH under this agreement and advise whether or not such agreement or arrangement provides that such third party will have the right of first refusal as to any such Invention or the Patent Rights thereon.

(9) Notify RESEARCH in writing of each Invention that might otherwise be submitted to RESEARCH for evaluation and possible administration under this agreement with respect to which UNIVERSITY shall have arranged for the patenting, licensing or management thereof other than by RESEARCH pursuant to this agreement.

*The provisions of this contract must be in all respects consistent with the terms of any collective bargaining agreements in effect between UNIVERSITY and the bargaining agent(s) representing its faculty.*

II. RESEARCH's Duties: RESEARCH agrees at its own sole cost and expense to:

(1) Provide at its discretion such visitations to UNIVERSITY as it may deem appropriate by staff or other professionals designated by RESEARCH, for the purpose of conferring with administrators, faculty, staff, fellows, associates, students, employees or others covered by UNIVERSITY's Patent Policy with a view toward identifying and assisting UNIVERSITY in identifying Inventions which may be the subject of

this agreement and for the purposes of evaluating and licensing such Inventions and otherwise carrying out the purposes of this agreement.

(2) Evaluate all Inventions submitted to it by or on behalf of UNIVERSITY for administration under this agreement, and accept assignment of those of such Inventions, under the terms of this agreement, as it may determine in its discretion should be accepted for administration hereunder.

(3) Within a reasonable time after receipt by RESEARCH of any Invention submitted to it for evaluation under this agreement, advise UNIVERSITY in writing of its decision to accept or reject such submitted Invention for administration hereunder. In the event RESEARCH's decision is negative with respect to acceptance of any Invention, UNIVERSITY shall, upon receipt of such written decision from RESEARCH, be free to apply for Patents, license others, and take such other steps with respect to such Invention as in its discretion it may see fit to do, all without further obligation under this agreement. In the event RESEARCH's decision is positive with respect to acceptance of any Invention, it will so advise the Inventor(s) in writing by a letter, copy of which is to be acknowledged by the Inventor(s) and returned to RESEARCH.

(4) File United States Patent Applications on those of such Inventions as it may choose to accept for administration under this agreement and prosecute the same in good faith with the intention of securing issuance of Patents thereon.

(5) File corresponding foreign Patent Applications thereon, and prosecute the same in good faith with the intention of securing issuance of Patents thereon, all to the extent that it may in its discretion determine.

(6) Maintain such Patents and cause them to be worked, all to the extent that it may in its discretion determine.

(7) Attempt to introduce such Inventions, Patent Applications and Patents so assigned into public use and to secure a reasonable revenue therefrom in such manner as its considered judgment best dictates.

(8) On or about March 15 in each year make the following (a) income distribution computations and (b) payments of income shares, if any, due UNIVERSITY, for each UNIVERSITY Invention individually:

- (i) Fifteen (15%) percent of the Gross Income shall be computed and paid to UNIVERSITY, its successors and assigns.
- (ii) Subtract from eighty-five (85%) percent of the Gross Income the Deductible Expenses incurred during the preceding calendar year; from the difference thus obtained subtract the Debit (defined below), if any, which was carried forward; if this subtraction produces a negative difference (a Debit), it shall be carried forward to be used in the following year's income distribution computation; if it

produces a positive difference, fifty (50%) percent of such difference shall be paid to UNIVERSITY, its successors and assigns.

At the option of UNIVERSITY, expressed in writing to RESEARCH, any amount attributable to any Invention (or any portion thereof) that is payable to UNIVERSITY under this Article II, paragraph (8) shall be paid directly to the Inventor (or to the heirs, assigns or legatees of such Inventor), and, in the event of co-inventorship of any such Invention such amount shall be divided between or among the co-inventors in such manner as UNIVERSITY may determine and advise RESEARCH in writing.

(9) Furnish to UNIVERSITY simultaneously with the payments required under Article II, paragraph (8) above a report showing (a) activities during the preceding calendar year in connection with each Invention accepted hereunder, and (b) the computation of payments made under Article II, paragraph (8) hereof.

(10) Upon request by UNIVERSITY, furnish to each Inventor of an Invention accepted for administration under this agreement a report showing (a) activities during the preceding calendar year in connection with such Invention, and (b) the computation of payments made as to such Invention under Article II, paragraph (8) hereof.

(11) Maintain at its offices, in usual form, books of record, ledgers and accounts relating to its activities under this agreement, all of which shall be open to examination by UNIVERSITY or its nominees during usual business hours.

(12) Issue to any third party any license or other right required by any contract between UNIVERSITY and such third party, entered into between UNIVERSITY and such third party prior to submission to RESEARCH, as to any Invention acquired by it under this agreement, and as to Patent Applications filed and Patents issued thereon.

(13) Continue as licensor, grantor or contracting party as to licenses, grants, working rights, agreements or other contracts to which any Invention, Patent Application or Patent acquired by it under this agreement is subject at the time of any further assignment thereof by RESEARCH, and to continue to report upon and make computations and payments of moneys under Article II, paragraph (8) hereof and to make reports under Article II, paragraphs (9) and (10) hereof, with respect thereto.

III. UNIVERSITY's Reserved Rights: UNIVERSITY

reserves the right to:

(1) Terminate this agreement upon three (3) months' Notice to RESEARCH at any time; it being understood, however, that any Invention that shall have been submitted to RESEARCH under this agreement prior to the effective date of termination thereof under this Article III shall be subject to this agreement if it is otherwise embraced within Article I hereof.

(2) At any time after three (3) months from the date of receipt by RESEARCH of any Invention submitted to it for evaluation under this agreement, give Notice to RESEARCH that RESEARCH must accept or reject such Invention within thirty (30)

days of receipt of such Notice, and if RESEARCH fails to accept or reject the Invention within such thirty (30) day period UNIVERSITY shall thereafter be free to apply for Patents, license others, and take such other steps with respect to such Invention as it may see fit to do, all without further obligation to RESEARCH under this agreement. The provisions of this paragraph (2) shall not apply to any Invention that RESEARCH shall have submitted to a third party for screening, with approval of UNIVERSITY, in the course of evaluation of such Invention, unless and until such third party shall have advised RESEARCH that it is not interested in or is not continuing its evaluation of such submitted Invention.

IV. RESEARCH's Reserved Rights: RESEARCH reserves the right to:

(1) Terminate this agreement upon three (3) months' Notice to UNIVERSITY at any time; provided, however, that any Invention that shall have been submitted to RESEARCH under this agreement prior to the effective date of termination thereof under this Article IV shall be subject to this agreement if it is otherwise embraced within Article I hereof.

(2) Give Notice to UNIVERSITY of its intention to abandon any Patent Application or Patent subject to this agreement and thereafter abandon or take no further action as to such Patent Application or Patent, unless within sixty (60) days after such Notice UNIVERSITY shall have requested RESEARCH in writing to assign such Patent Application or Patent to UNIVERSITY



or its nominee, in which event RESEARCH shall so assign such Patent Application or Patent as requested.

(3) Give Notice to UNIVERSITY of its intention not to proceed further with the introduction into public use of any Invention, Patent Application or Patent which has been accepted by RESEARCH under this agreement, and thereafter in its discretion cease such introduction; upon written request by UNIVERSITY, RESEARCH shall assign such Invention, Patent Application or Patent to UNIVERSITY or its nominee.

(4) In its discretion assign to UNIVERSITY or its nominee, upon any termination of this agreement, its right, title and interest in and to any Invention assigned to RESEARCH hereunder, together with any Patent Applications filed and Patents issued thereon and all right to damages for infringements of such Patents taking place after such termination, but subject to any licenses, grants, working rights, agreements or other contracts with respect thereto theretofore made by RESEARCH.

(5) Receive for the general purposes of its charter out of any moneys received by its assignee or assignees under Article IV, paragraph (4) of this agreement by reason of such assignee's or assignees' ownership and/or management of any Inventions, Patent Applications or Patents so assigned or thereafter filed or issued thereon, an amount corresponding to any Deductible Expenses not theretofore recovered by RESEARCH through subtraction under Article II, paragraph (8) (ii) hereof as to such Invention and thirty (30%) percent of the amount remaining following deduction and subtraction therefrom by such

assignee or assignees of any sums needed to reimburse such assignee or assignees for such expenses as RESEARCH and such assignee or assignees may have previously agreed upon in writing as expendable for litigation in courts of record to obtain, or to assert or defend the validity or scope of, any such Patent.

(6) Retain for use in accordance with the general purposes of its charter the balance of any Gross Income remaining after making the payments specified in Article II, paragraph (8) hereof.

V. ARBITRATION

Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

VI. GOVERNMENT RIGHTS

This agreement is expressly subject to such terms and conditions as may be imposed on the patenting, licensing, disposition, administration, or royalty distribution of any Invention administered hereunder and the Patent Rights thereon as the result of any rights the United States Government may have or be entitled to have in such Invention or Patent Rights as the result of any contract, grant or funding related to the research or other work that resulted in such Invention.

VII. INVENTIONS RESULTING FROM RESEARCH CORPORATION GRANTS

Nothing contained in this agreement shall be construed to require UNIVERSITY or any Inventor to submit or assign to RESEARCH any Invention resulting from research or other work conducted pursuant to a grant from RESEARCH under which RESEARCH shall have waived its right in and to any Invention or Patent Right on such Invention, provided, however, that UNIVERSITY or any such Inventor may in its discretion submit or assign any such Invention to RESEARCH for administration under this agreement.

VIII. GENERAL

This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof, and all prior negotiations, representations, agreements and understandings are merged into, extinguished by and completely expressed by it.

Page 14 of a 15 -page Invention Administration Agreement between YOUNGSTOWN STATE UNIVERSITY and RESEARCH CORPORATION.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and their corporate seals to be hereunto affixed on the date(s) indicated below, all by their corporate officers thereunto duly authorized, and to be effective as of the day and year first above written.

Attest:

RESEARCH CORPORATION

Margaret M. McCarty  
Assistant Secretary

By Willard Marcy  
Vice President



Date: 14 December 1978

Attest:

YOUNGSTOWN STATE UNIVERSITY

\_\_\_\_\_  
(title; seal)

By \_\_\_\_\_  
(title)

Date: \_\_\_\_\_

Page 15 of a 15 -page Invention Administration Agreement between YOUNGSTOWN STATE UNIVERSITY and RESEARCH CORPORATION.



# YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

March 6, 1979

Trustees of  
Youngstown State University

Enclosed is draft of Minutes of Meeting of the Trustees  
held on February 10, 1979.

Yours very truly,

HUGH W. MANCHESTER

Secretary to the Board of Trustees  
of Youngstown State University

HWM:EVT  
Enclosure

Copies to: Each of Nine Trustees  
Dr. John J. Coffelt, President  
Dr. Earl E. Edgar, Vice President  
Dr. Neil D. Humphrey, Vice President  
Dr. Taylor Alderman, Vice President  
Dean E. Salata, Administrative Affairs  
Edward A. Flask, Attorney  
Theodore R. Cubbison, Director Legal Services  
Mr. Fred W. Rich, State Examiner