

**MARQUETTE UNIVERSITY**

**INTELLECTUAL PROPERTY POLICY**

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# MARQUETTE UNIVERSITY INTELLECTUAL PROPERTY POLICY

## I. PREAMBLE

Marquette University recognizes that commercially valuable intellectual properties sometimes arise in the course of research and other activities conducted by employees and students using University resources and facilities. The purpose of this policy is to define the conditions of ownership, legal protection, development, and licensing of intellectual properties conceived or first reduced to practice by any Marquette University employee or student. Under this policy, intellectual properties can be managed so as to further the University's mission, enhance the value of such properties, and maximize benefits to the University, inventors and authors.

The Policy applies to all persons employed by Marquette University and any person using Marquette facilities under the supervision of University personnel, including, but not limited to, visiting and adjunct faculty. No exception to the Policy shall be valid unless negotiated in advance and agreed to in writing by the Vice President for Academic Affairs or the Vice President's designee.

## II. DEFINITIONS

Key terms in this Policy are defined below and highlighted throughout the Policy for the reader's convenience.

**Intellectual Property** means certain creations of the human mind that are granted legal aspects of a property right. These property rights include patents, copyrights, trademarks, trade secrets, and any other such rights that may be created by law in the future.

**Software** means any computer program or database, or part thereof, designed to accomplish a task or allow a user to produce, manage, analyze, or manipulate a product, such as data, text, a physical object or other **Software**. **Software** may be protected by **Patent**, **Copyright**, or **Trade Secret**.

**Invention** means any new or useful process or discovery, art, method, technique, machine, device manufacture, **Software**, composition of matter, or improvement thereof.

**Inventor** means any individual associated with the University who makes an **Invention**; also, any "inventorship entity" comprising two or more individuals, one or more of whom are associated with the University, who jointly make an **Invention**.

**Invention Disclosure** means a form that reports and describes a new Invention, signed by the **Inventor(s)**.

**Patent** means a grant issued by the U.S. or a foreign patent office that gives an **Inventor** the right to exclude others from making, using, or selling the **Invention** within the United States or other geographic territories for a period of years from the date of filing of the patent application.

**Copyright** means an original work of authorship that has been fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. **Copyright** includes a bundle of rights: the right to make reproductions of the work, the right to distribute copies of it, the right to make derivative works that borrow substantially from a copyrighted work, and the right to make public performances or displays of most works.

**Electronic Course** means an academic course of study, delivered in whole or in part via electronic means, and fixed in any medium capable of display on a computer or electronic media screening device.

**Trademark** means a word, name, symbol, or device (or any combination) adopted by an organization to identify its goods or services and distinguish them from the goods and services of others.

**Trade Secret** means information, including a formula, pattern, compilation, program, device, method, technique or process, which derives independent economic value from not being generally known or readily ascertainable by other persons, and is the subject of reasonable efforts to maintain its secrecy.

**Author** means a person who creates a copyrighted work.

**Tangible Research Property (TRP)** means research results in their physical form, and includes, but is not limited to, data, notes, workbooks, **Software**, biological organisms, compositions of matter, instruments, machines or devices, drawings, and other property that can be physically distributed. **Tangible Research Property** may also be **Intellectual Property**.

**Sponsored Research Agreement (SRA)** means a contract between the University and a sponsoring organization that sets the terms and conditions for the conduct of a faculty research or training project. An SRA typically includes a description of the work to be performed, the terms of payment, ownership of intellectual property, publication rights, and other legal assurances.

**Royalties** means all compensation of whatever kind received from the sale, license, or other transfer of **Intellectual Property** rights by the University to a third party. This includes, but is not limited to, percentage payments, up-front fees, milestone payments, shares of stock, and any other financial or in-kind consideration.

**Intellectual Property Review Board** means the group appointed by the Vice President for Academic Affairs that shall advise on the interpretation and implementation of these policies.

**Director of Technology Transfer** means the person designated by the Vice President for Academic Affairs to perform the duties and administer the policies described herein.

### III. PATENTABLE INVENTIONS

#### A. Ownership of Inventions

1. Any **Invention** resulting from activities related to an individual's employment responsibilities or with support from University-administered funds, facilities or personnel shall be assigned to the University.
2. An **Invention** unrelated to an individual's employment responsibilities that is developed exclusively on his or her own time without any University funds, resources or facilities shall be owned by the **Inventor**.
3. Ownership of an **Invention** developed in the course of, or resulting from, work supported by a grant or contract with a governmental entity or a nonprofit or for-profit nongovernmental entity, shall be determined in accordance with the terms of the grant or contract or, in the absence of such terms, shall be owned by and assigned to the University, as otherwise provided in this Policy.

#### B. Disclosure, Assignment and Protection

1. All persons subject to this policy shall promptly disclose their **Inventions** in the prescribed form, signed by the **Inventor(s)**, and submitted to the **Director of Technology Transfer**.
2. To protect and preserve the **Intellectual Property** rights defined in this policy and to comply with federal regulations, **Inventors** shall execute assignments and other appropriate documents as may be requested by the **Director of Technology Transfer** to perfect the University's ownership and rights to **Inventions**.
3. The **Director of Technology Transfer** shall review all **Invention Disclosures**, evaluate their patentability and potential commercial value, and provide an interim report to the **Inventor** within 60 days.
4. The **Director of Technology Transfer** shall make a determination whether the University should seek patent protection for an **Invention**. That determination will depend upon the availability of funds and an assessment of the **Invention's** commercial value, and at the request of the **Inventor** is reviewable by the **Intellectual Property Review Board**. When the failure to patent is based solely upon lack of funds, any Dean or Director may commit discretionary funds to patent an **Invention**, and, should it be licensed, may recover the costs out of gross **Royalties**.

No **Inventor** shall have a right to have an **Invention** patented.

5. The right of employees to publish the results of research remains inviolate, subject only to the terms of a grant or SRA funding the work. However, any public disclosure of an **Invention**, such as a presentation, publication, or grant proposal, prior to filing a **Patent** application, limits **Patent** rights and reduces an **Invention's** commercial value. Therefore, employees are encouraged to disclose their **Inventions** as soon as they are reduced to practice and prior to sending out manuscripts or grant applications.
6. The University acknowledges the rights of employees and **Inventors** to protect their **Inventions** as **Trade Secrets** when necessary to preserve the University's or a sponsor's **Patent** rights. Thus, **Inventors** may take reasonable precautions to assure the confidentiality and physical security of formulas, methods, processes, patterns, computer code, devices, compositions of matter, or other **Tangible Research Property**. In such cases, employees and **Inventors** shall insure that students are not deprived of the opportunity to publish and otherwise fully participate in, and benefit from, the research.

#### C. Licensing and Commercialization

1. Agreements that grant to companies the rights to commercially develop **Inventions** are encouraged. The **Director of Technology Transfer** is responsible for negotiating such agreements, on behalf of the University, and in close coordination with **Inventors**. Such agreements shall be approved as to form by the Office of the General Counsel.
2. **Inventors** shall, whenever practicable, be advised and consulted on the progress of license negotiations, but in no event shall they have a right of approval to the legal or payment terms of any agreement. The University shall not have a duty to an **Inventor** to secure a minimum Royalty.

### IV. COPYRIGHT

This Policy addresses **Copyright** ownership, the assignment of rights associated with **Copyright** ownership, licensing of rights, and the distribution of revenues or **Royalties** therefrom, if any. Marquette University encourages the preparation and publication of copyrightable works that result from teaching, research, and scholarly and artistic endeavors by members of the faculty, staff and student body. The University affirms the right of faculty members to retain primary control over their works. However, the sharing of knowledge is central to the success of the University and **Copyright** policies should enhance, not inhibit, productive work. Thus, **Copyright** ownership is treated as a divisible bundle of rights to be allocated among different parties to provide maximum opportunities for sharing and learning.

The influence of new technologies on teaching, learning, research, and creative activity will continue and their impact on higher education and **Copyright** law are difficult to predict. Thus, **Copyright** policy may require periodic review. The **Intellectual Property Review Board** and the **Director of Technology Transfer** shall work closely with Deans, Directors and faculty to achieve an equitable approach to resolving these complex issues as they arise.

#### A. Ownership of Copyrighted Works

1. In keeping with academic tradition, except to the extent required by the terms of any grant or **Sponsored Research Agreement**, the University does not claim ownership to pedagogical, scholarly or artistic works, regardless of their form of expression. These copyrighted works include, but are not limited to, textbooks, course materials, refereed literature, and works created by students in the course of their education, such as dissertations, theses, papers and journal articles. Furthermore, the University claims no ownership in popular nonfiction, novels, poems, musical compositions, or other works of artistic imagination. **Authors** of teaching and classroom materials, such as class notes, syllabi, curriculum guides, or laboratory notebooks, shall grant the University a non-exclusive, **Royalty-free**, perpetual license to use, display, copy, distribute, and prepare derivative works for internal University use.
2. The University is the **Author** of all copyrighted works, including **Software**, **Electronic Courses**, and any other electronic media, that are created for an institutional purpose in the course of employees' prescribed duties. These include works on which there have been simultaneous or sequential contributions over time by numerous faculty,

staff, or students. Accordingly, works that are created as part of a faculty member's independent research or scholarship are not owned by the University. Whether a copyrighted work is authored by the University depends upon the purpose for which the work is created and not the form of its expression. (See paragraph 5).

3. The growth of the World Wide Web and information technology has led to the emergence of **Electronic Courses**. The creation of **Electronic Courses** may require the contribution of extraordinary University resources, including, but not limited to, technical support staff, computer programmers, legal and business counsel, computer hardware and software, and Internet access. Where the University has contributed such resources to **Authors**, they shall assign their rights in such works to the University in exchange for the royalties described in section VII below. The University's title shall include all rights provided by U.S. Copyright law. Such title is necessary to guarantee the University's exclusive right to control the method and manner in which its educational programs and courses are offered to the public and to secure new revenues from which to replenish and enhance University technology resources. Nevertheless, **Authors** retain the copyright to texts and other materials incorporated into **Electronic Courses** and may obtain licenses from the University to develop derivative works therefrom, which licenses shall be liberally granted.
4. Whenever Deans, Directors or administrators commission new works, copyright issues should be clarified and fixed in a written agreement prior to the start of the project.
5. In determining the ownership of any copyrighted work not covered by a written agreement, three factors are to be considered: (a) the creative initiative for the work, (b) control over the content and final approval, and (c) extraordinary resources or compensation, if any, provided by the University. The Intellectual Property Review Board shall review and rule on all disputes regarding Copyright ownership.

B. Authorship and Permissions

1. Collaborators on a single work are joint **Authors**, as that term is defined under U.S. **copyright** law. Because joint ownership creates complex management problems, it is recommended that faculty have agreements that define the interrelated rights and duties among the parties prior to beginning work.
2. All copyrighted works owned by Marquette University shall prominently bear the legend "© 19\_\_ Marquette University. All rights reserved."
3. All **Authors** are responsible for securing permissions or licenses from owners before reproducing, distributing, making a derivative work, or displaying copyrighted works. It should be assumed that all material displayed on the World Wide Web is copyrighted unless permission is expressly granted within the material or it is clearly in the public domain. Whether a particular use constitutes "fair use" under U.S. **Copyright** law can be difficult to ascertain. Assistance regarding questions of fair use and **Copyrights** will be provided by the **Director of Technology Transfer** and the Office of the General Counsel.
4. Use of University trademarks or logos requires permission of the University. Requests for permission should be directed to the Office of Communications.

C. Disclosure, Licensing and Commercialization

1. The **Director of Technology Transfer**, with the assistance of the Office of the General Counsel, shall draft standard agreements for the University to enter into with faculty members and others in order to clarify ownership of copyrights and the allocation of rights associated with specific projects. Such agreements shall set out a framework for unbundling rights associated with new works in order to make them most appropriately available for teaching, learning, and research.
2. Agreements that grant to third parties the rights to commercially develop **Software**, **Electronic Courses**, or other copyrighted works owned by the University are encouraged. The **Director of Technology Transfer** is responsible for negotiating such agreements on behalf of, and in close coordination with, **Authors**. The policies for disclosure and assessment of such works shall be the same as those described in III, Patentable **Inventions**, part B.

3. Licenses, sales, or other transfers of copyrighted works must be approved as to form by the Office of the General Counsel.
4. **Authors** shall, whenever practicable, be advised and consulted on the progress of license negotiations, but in no event shall they have a right of approval to the legal or payment terms of any agreement. The University shall not have a duty to an **Author** to secure a minimum **Royalty**.

#### V. TANGIBLE RESEARCH PROPERTY

1. Ownership of **Tangible Research Property** (TRP) resides with the University, unless the TRP arises as a result of a grant or SRA, in which case the terms and conditions of the grant or SRA will apply. Where the grant or SRA is silent, TRP is owned by the University.
2. Principal investigators and laboratory directors are primarily responsible for the custody, care, and control of TRP, including its storage, use, and distribution.
3. Principal investigators may wish to make TRP broadly available for others' scientific use. Scientific exchanges should not be inhibited due to potential commercial considerations. All questions regarding **Intellectual Property** rights in TRP should be referred to the **Director of Technology Transfer**.

#### VI. SPONSORED RESEARCH AGREEMENTS

##### A. Sponsored Research Agreements

1. The **Sponsored Research Agreement** (SRA) is the primary funding instrument used by the University to contract with companies or other non-grant-making entities that wish to sponsor faculty research, clinical or training projects. An SRA must be used in any of the following situations: 1) it is required by a sponsor; 2) confidentiality of project results are desired; 3) **Intellectual Property** is likely to be created; or 4) Students will be paid for work on the project.
2. To retain maximum flexibility and effectuate the goals of this Policy, the **Director of Technology Transfer** negotiates SRAs individually. The terms of such agreements shall vary, depending upon the type of the work and the interests of the Sponsor, Principal Investigator, and the University. Standard terms for such agreements shall be developed in cooperation with the Executive Director of Research and Sponsored Programs and the Office of the General Counsel. The Executive Director of Research and Sponsored Programs is the only institutional official authorized to sign SRAs.
3. An SRA and an **Intellectual Property** license may be negotiated simultaneously. Each such negotiation is unique. The University shall not be obligated to any **Author** or **Inventor** for any amount of **Royalties**, nor shall such persons be entitled to a portion of sponsored research funds in lieu of **Royalties**, regardless of the terms of any license or SRA. **Inventors** and **Authors** shall, whenever practicable, be advised and consulted on the progress of negotiations, but in no event shall they have a right of approval to the legal or payment terms of any agreement..

##### B. Duty to Disclose on Federal Grants

1. The federal government retains **Intellectual Property** rights to **Inventions** created and reduced to practice under federal grants. Under federal regulations, 37 C.F.R., 401, et seq., the University must report all such **Inventions** to the funding agency and elect to file for a **Patent** within a reasonable period of time, i.e. one year prior to any statutory bar date. If the University elects not to file for a **Patent** it must so inform the agency, which then has the right to take title. **Authors** and **Inventors** must report all **Inventions** on an **Invention Disclosure** and provide a copy to the Office of Research and Sponsored Programs for submission to the sponsoring agency.

2. **Authors** and **Inventors** whose inventive work has been conducted under federal grants should be aware that the federal government retains a perpetual, non-exclusive license to all research results.

## VII. DISTRIBUTION OF INCOME

### A. Financial Responsibility and Costs

1. Marquette University assumes financial responsibility for **Intellectual Property** to which it takes ownership. This responsibility may include, for example, the costs of assessing patentability, filing and maintaining **Patents**, registering **Copyrights**, marketing and licensing **Inventions**, **Electronic Courses**, and copyrighted works, and paying **Royalties**. The University is not, however, obligated to protect or commercialize any particular **Invention** or copyrighted work unless it has made an explicit contractual commitment to do so. Activities related to the protection and marketing of University **Intellectual Properties** are intended to be self-supporting. Thus, the **Director of Technology Transfer** is charged with the responsibility of using the University's resources carefully, with a view to promoting the fiduciary interest of the institution as a whole.
2. Income earned from the sale, licensing, or other transfer of **Intellectual Property** of the University shall be received solely by the University and shall, except where a grant or SRA specifies otherwise, be distributed successively as follows: 1) Reimbursement of all direct expenses related to prosecuting and maintaining **Intellectual Property** protection and securing licenses, such as fees for outside legal counsel and other experts, if required; 2) Of the remainder, 50% to the **Inventor** or **Author**, 25% to the University, 15% to the Technology Transfer Program, 5% to the **Inventor** or **Author's** College, School or Program, and 5% to the Vice President for Academic Affairs. For **Inventions** disclosed prior to the effective date of this Policy, **Royalties** shall be distributed according to the Policy in effect at the time the **Invention Disclosure** was filed.
3. Where there is more than one **Inventor** or **Author**, distribution shall be prorated according to the contribution of each as may be agreed in writing between the parties, or, if an agreement cannot be reached, then according to section IX, Dispute Resolution.
4. In rare and exceptional circumstances, a student may make an important inventive contribution to the development of an **Intellectual Property**. In such cases, faculty directors of a project may share a portion of their **Royalties** with students. Student rights are more particularly described in Section XI.
5. **Royalties** are payable to **Authors** only upon actual receipt by the University. In the case of the death of an **Inventor** or **Author**, all **Royalty** distributions which would have been due such person shall be paid to his or her estate.

### B. Business Software Entrepreneurship Program

To encourage entrepreneurial initiatives among responsibility centers, special financial incentives for the commercialization of University-owned **Software** are herein provided. These incentives apply to all employees, whether faculty, staff, or student, who develop **Software** for university purposes, excluding **Software** developed by faculty as part of their research or scholarship. The policies for disclosure, valuation, and licensing of such works shall be the same as those set out in section III, parts B and C. Upon licensing or sale of such **Software**, **Royalties** received by the University will be disbursed in the following order:

1. Deans and Administrators shall be reimbursed for their additional costs, if any, required to prepare completed **Software** for commercial markets.
2. Other University out-of-pocket expenses involved in commercialization, such as legal fees, shall be reimbursed.
3. The remaining is net **Royalties** and shall be distributed 67% to the responsibility center, 23% to the center's area Vice President and 10% to the Technology Transfer Program. The responsibility center shall share its portion with

the **Author(s)**, as described below.

4. **Authors** shall receive a share of the compensation received by the responsibility center in an amount not to exceed 33% of net **Royalties**, such amount to be set at the discretion of the **Author's** Dean or Administrator. **Royalties** are payable to **Authors** only upon actual receipt by the University and payments shall cease upon termination of employment. Factors to be taken into account by Deans and Administrators in setting an Author's appropriate **Royalty** share shall include, but are not limited to, the number of participants in the project, creative or inventive contribution, extraordinary project leadership, and time devoted to the project outside customary working hours.

## VIII. WAIVER OF UNIVERSITY RIGHTS

### A. Time for Review

**Inventors** and **Authors** shall receive written final evaluations of their **Invention** and **Copyright** Disclosures within six months of the date of formal submission to the **Director of Technology Transfer**. Such period of time is provided to insure that adequate review and consideration is given to patentability and the identification of potential corporate sponsors. If upon final review it is determined that the disclosure will not be patented, licensed or otherwise commercialized by the University, then the **Director of Technology Transfer**, with approval of the **Intellectual Property Review Board**, shall cause ownership rights to be waived by the University in favor of the **Inventor** or **Author**. At any time during the review period, the Director may retain control over a disclosure for an additional six months upon written notice to the **Inventor** or **Author**.

### B. Royalties of University

Should the University have contributed extraordinary resources to the support of the work in which the **Intellectual Property** was developed, the **Intellectual Property Review Board** may require, as a condition of the waiver, that **Inventors and Authors grant back to the University** ten percent (10%) of the annual **Royalties** they receive as the result of any license or sale of said **Invention** or copyrightable work.

## IX. POLICY ADMINISTRATION

### A. Technology Transfer Program

The **Director of Technology Transfer** is charged by the Vice President for Academic Affairs with responsibility for administering the Technology Transfer Program. The Director reports to the Executive Director of Research and Sponsored Programs. The Director shall have the following duties:

1. Keep the official records of **Invention Disclosures, Patents, Copyright** registrations, and licenses.
2. Evaluate the commercial potential of **Inventions** and copyrighted works.
3. Conduct technology licensing activities, including marketing; negotiating agreements, drafting licenses and other legal instruments, and performing any other services required to effectuate the commercialization of University **Intellectual Property**.
4. Negotiate and draft SRAs in cooperation with the Office of Research and Sponsored Programs and the Office of the General Counsel.
5. Negotiate and sign confidentiality and option agreements with companies and assignments and royalty sharing agreements with employees.
6. Help create programs that build new relationships between research faculty and companies.
7. Advise and counsel academic and administrative units regarding **Intellectual Property**.
8. Assist Schools, Colleges, Programs and administrative units to develop new sources of revenue.
9. Engage outside consultants and other service providers as necessary to effectuate the goals of this Policy.
10. Advise the Vice President for Academic Affairs on **Intellectual Property** policy.
11. Serve as an *ex officio* member of the **Intellectual Property Review Board**.

B. Intellectual Property Review Board

1. The **Intellectual Property Review Board** ("Board") is an advisory body, reporting directly to the Vice President for Academic Affairs. The Board shall include seven members, at least one who will come from Finance and one from the Office of General Counsel. The majority of members should be faculty, deans or directors having knowledge or expertise in science or engineering, technology transfer, or **Intellectual Property**.
2. Board members shall serve at the pleasure of the Vice President for Academic Affairs, who shall appoint the Board Chair, and the normal term of appointment shall be for two years. A majority of the members shall constitute a quorum.
3. In addition to duties described elsewhere in this Policy, the Board shall advise the Vice President for Academic Affairs by a) interpreting the terms of this Policy; b) recommending changes or exceptions; and c) annually reviewing the Technology Transfer Program.

X. DISPUTE RESOLUTION

1. The **Director of Technology Transfer** shall attempt to resolve any claim, dispute or controversy involving the rights to **Inventions** or copyrighted works. Upon the failure of the involved parties to reach a negotiated agreement, the **Director of Technology Transfer** may facilitate a resolution by referring the matter for mediation or arbitration. Mediated agreements shall be binding upon all affected parties only when reduced to writing and signed by all the parties.
2. Should the parties not reach an agreement, then any party to the dispute may appeal in writing to the **Intellectual Property Review Board**. Upon appeal, the Board shall review all documents and records and hear testimony from all interested parties. Board findings shall be made in the form of recommendations to the Vice President for Academic Affairs. The decision of the Vice President shall be final.

XI. STUDENT RESEARCH AND SCHOLARSHIP

Marquette University students are subject to this Policy when, working for pay or for academic credit, they participate in faculty research programs.. A student working for pay for the University or for a third party under a **Sponsored Research Agreement** is an employee within the meaning of this policy. **Intellectual Property** created by a student during such employment or course of study shall be owned by the University or by the entity so designated in the SRA . Thus, in circumstances where a student originates **Intellectual Property** independently, using resources generally available to students, and without faculty supervision, such **Intellectual Property** is owned by the student.

A. Research in the Sciences and Engineering

In the departments of Chemistry, Biology, Physics, and Mathematics, Statistics, and Computer Science, and colleges and schools of Dentistry, Engineering, Health Sciences, and Nursing, the model for faculty direction of both undergraduate and graduate student research is that of master/apprentice. In this setting, all **Inventions** and copyrighted works originate primarily from faculty direction of the master/ apprentice relationship and are owned by the University under the terms described in sections III. And IV. Above.

1. Faculty who supervise undergraduate or graduate student research have custody and control over all **Tangible Research Property** (TRP) (See V., **Tangible Research Property**), subject to the terms of any grant or SRA. Student researchers have the right to access and use TRP, and it is appropriate for them to have copies in so far as is practicable.
2. The faculty advisor decides all matters concerning the publication of research results. Such decisions include the timing and choice of manuscript submissions and all issues pertaining to co-authorship and inventorship.

3. Graduate student **Authors** own the **Copyrights** to their theses, essays, or dissertations, subject to the rights of any co-authors. Student **Copyrights** may be limited, however, when student manuscripts are based upon research conducted under an SRA. In those cases, the students' rights will be subject to the rights of the sponsor, which may include prior review of publications, delay of publication for patent filing, excise of proprietary information or **Trade Secrets**, or other restrictions. Faculty have the obligation to insure that graduate students involved in sponsored research are aware of and understand the terms of any SRA.
4. Acceptance of a dissertation or thesis outline by a faculty advisor constitutes an assurance that the **Intellectual Property** created or otherwise acquired for the outlined research program will remain reasonably available to the student for the duration of the proposed research. This assurance is granted only for the purpose of completing the proposed research and degree requirements. Thus, **Intellectual Property** agreements between the University and third parties under a grant or SRA should include such licenses as may be required to protect the interests of students and effectuate the intent of this provision.
5. Students are expected to maintain the confidentiality of proprietary information and trade secrets belonging to research sponsors and faculty. The University may require students to sign and agree to be bound by confidentiality agreements, reasonable in their scope, when such an agreement is required by a research sponsor or otherwise required by the **Director of Technology Transfer** to protect patentability. Such confidentiality extends not only to the research and TRP, but also to information received from Sponsors.
6. A student working under an SRA violates this Policy and becomes subject to appropriate academic discipline, including termination from his or her academic program, for the unauthorized oral, written, or electronic release of TRP to a third person not a party to the SRA. Such unauthorized release includes uploading such materials to any computer to which persons not a party to the SRA have access.

#### B. Research and Scholarship in the Humanities

In the departments of the humanities, the model for faculty direction of students is that of critic or reviewer of independent scholarship. Thus, independent student scholars own the **Copyrights**, without limitation or license, to their written theses, essays, dissertations, or other copyrighted works and TRP. However, graduate students who assist faculty advisors by performing specific research tasks or functions or who become a scholarly collaborator of a faculty member are not independent scholars. In such a situation, rights to **Intellectual Property** are those described in paragraph XI., A. above.

#### C. Research and Scholarship in Law, Business, and the Social Sciences

In the Schools of Law and Education, the Colleges of Business Administration and Communication, and the Department of Social and Cultural Science, the model for faculty direction of students may be either that of master/apprentice or reviewer/critic of independent scholarship. Students should clarify their relationships with faculty advisors and note the above policies applicable to each model before undertaking a project. In the absence of a mutual understanding between faculty and student, the relationship will be determined by the Dean of the Graduate School.

#### D. Modification and Appeal

Faculty and students may mutually agree to work differently than described, provided that the disposition and use of **Intellectual Property** and TRP comply with this Policy. Such agreements must be reduced to writing, signed by the parties, and approved by the Graduate Dean at the beginning of the student-faculty relationship.

Students who believe that they may have been treated unfairly by faculty under this Policy should report such concerns to the Executive Director of Research and Sponsored Programs. Where such concerns involve Intellectual Property matters, they will be referred to the **Director of Technology Transfer** for resolution as otherwise provided under this Policy.