

# **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 persons subject to this policy. 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.

Persons subject to this policy include all Marquette University employees; students receiving compensation in return for their participation in faculty research programs; and other persons using Marquette funds, facilities, or resources under the supervision of University personnel, such as visiting and adjunct faculty. Undergraduate and graduate students enrolled in a course of study but not employees and not receiving compensation in return for their participation in faculty research programs are not persons subject to this policy.

No exception to the Policy shall be valid unless negotiated in advance and agreed to in writing by the Provost or his or her 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**, that has been developed for university purposes, excluding software developed by faculty as part of their independent research or scholarship. Sponsored research is not independent research or scholarship. **Software** may be protected by **Patent**, **Copyright**, or **Trade Secret**.

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

**Inventor** means a person subject to this policy 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.

**Author** means the initial owner of a Copyright.

**Originator** means the individual(s) responsible for the creation of an original work of authorship that results in a Copyright.

**Electronic Course** means an academic course of study, with more than 75% of the content delivered by electronic

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means, and fixed in any medium capable of display on a computer or electronic media screening device, and under circumstances where 75% or more of the content is delivered with the faculty member separated by location or by time from the student.

**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.

**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. **Intellectual Property** may be embodied in **Tangible Research 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 Provost or his or her designee that shall advise on the interpretation and implementation of these policies.

**Director of Technology Transfer** means the person designated by the Provost or his or her designee 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 the property of the University.
2. An **Invention** unrelated to an individual's employment responsibilities and without any University funds, resources or facilities shall be the property of 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 the property of the University, as otherwise provided in this Policy. Assignment or license of some or all intellectual property rights under such circumstances shall be as set forth in the terms of the grant or contract.

#### B. Disclosure, Assignment and Protection

1. All persons subject to this policy shall execute an Assignment of Intellectual Property Rights to the extent necessary to transfer rights as required by this Policy and in a form as may be prescribed from time to time by the Director of Technology Transfer. It is intended that such an Assignment of Intellectual Property Rights shall be executed in advance of an **Invention Disclosure** and shall apply to all **Inventions** previously reduced to practice and all **Inventions** that may be reduced to practice while such persons are subject to this Policy. The assignment may be included as part of, or with, the annual faculty contract or as part of such other written obligations or arrangements as determined by the Director of Technology Transfer.

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2. 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**.
3. To protect and preserve the **Intellectual Property** rights defined in this policy and to comply with federal regulations, **Inventors** shall execute such additional 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**.
4. 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 90 days.
5. 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. No **Inventor** shall have a right to have an **Invention** patented.
6. 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, persons subject to this policy are encouraged to disclose their **Inventions** as soon as they are reduced to practice and prior to sending out manuscripts or grant applications or otherwise making a public disclosure. The Director of Technology Transfer can provide specific guidance on what may or may not constitute a public disclosure. In addition, persons subject to this policy shall comply with the terms of any grant or SRA funding the work.
7. 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**. The Provost or his or her designee shall have the authority to take such actions as may be necessary to assure that faculty and students are not deprived of the opportunity ultimately to publish and otherwise fully participate in, and benefit from, the research, subject only to the University's obligations, if any, to maintain the confidentiality of the proprietary information of others.

### 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 General Counsel.
2. **Inventors** shall, whenever practicable and subject to any conflict of interest limitations that may be applicable, 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.

### A. Ownership of Copyrighted Works

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1. In keeping with academic tradition, except to the extent required by the terms of any grant, **Sponsored Research Agreement** or separate written agreement between the University and a faculty member, the University does not claim ownership to pedagogical, scholarly or artistic works, regardless of their form of expression, and such works are not works made for hire. 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. Faculty members who create 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 administrative use, as well as use in educational programs and courses provided directly by the University to students.
2. Except as otherwise provided in this Policy, all copyrighted works, including but not limited to **Software** and **Electronic Courses**, that are created in the course of employees' prescribed duties are works made for hire and are the property of the University. These include works on which there have been simultaneous or sequential contributions over time by numerous faculty, staff, or students. These do not include works that are created as part of a faculty member's independent research or scholarship or works described in section IV.A.1 above.
3. At the request of a faculty member, the applicable Dean shall advise the faculty member in writing whether the University shall be the Author of the a proposed copyrighted work. The applicable Dean shall also provide the faculty member with the proposed form of separate written agreement, which shall identify the copyrighted works to be created; the additional consideration or compensation to which the faculty member shall be entitled; and such other terms as may appropriate under the circumstances. The faculty member is free to accept or to reject such terms, but if the faculty member thereafter creates or delivers copyrighted works as described in the separate written agreement, the faculty member shall be deemed to have accepted the terms of the separate written agreement, and the copyrighted works shall be considered to be "works made for hire" under the copyright laws, unless the University and the faculty member thereafter agree upon different terms in a separate written agreement.
4. The growth of information technology has led to the emergence of **Electronic Courses**. When faculty members are **Originators** of content used in **Electronic Courses**, they shall assign their rights in such works to the University in exchange for the royalties described in section VII below. Such agreements, which may consist of assignments, licenses, options to assign or to license, or some combination of the above, may be included as part of, or with, the annual faculty contract or as part of such other written obligations or arrangements as determined by the Director of Technology Transfer. Such agreements shall further specify a different consideration to which the Originator(s) shall be entitled upon the grant of license, such as a fixed fee, and such additional terms as may be appropriate under the circumstances. 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. Persons covered under this Policy may obtain no-cost licenses from the University to develop derivative works therefrom, which licenses shall be liberally granted by the Director of Technology Transfer.
5. The Intellectual Property Review Board shall review and rule on all disputes regarding Copyright ownership.

### B. Authorship and Permissions

1. Where an original work of authorship is to have more than one **Originator**, 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 "© 20\_\_ Marquette University. All rights reserved."
3. All University employees are responsible for securing any required permissions or licenses from owners before reproducing, distributing, making a derivative work, or displaying copyrighted works. Whether a particular use constitutes "fair use" under U.S. **Copyright** law can be difficult to ascertain. Assistance regarding questions of

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fair use and **Copyrights** will be provided by the **Director of Technology Transfer** and the Office of General Counsel.

4. Use of University trademarks or logos requires permission of the University. Requests for permission should be directed to the Office of Marketing and Communication.

### C. Disclosure, Licensing and Commercialization

1. The **Director of Technology Transfer**, with the assistance of the Office of General Counsel, shall draft standard forms for separate written 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. All such agreements shall be consistent with, and limited to, the provisions of this Policy. The agreements may be included as part of, or with, the annual faculty contract or as part of such other written obligations or arrangements as determined by the Director of Technology Transfer.
2. Agreements that grant to third parties the rights for commercial development of **Software, Electronic Courses**, and other copyrighted works owned by the University are encouraged. The **Director of Technology Transfer** is responsible for negotiating such agreements. 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 University-owned copyrighted works must be approved as to form by the Office of General Counsel.
4. Those entitled to **Royalties** shall, whenever practicable and subject to any conflict of interest limitations that may be applicable, 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 to assign or to license a University-owned copyrighted work. The University shall have no duty to secure a minimum **Royalty**.

## V. TANGIBLE RESEARCH PROPERTY

1. Ownership of **Tangible Research Property** (TRP) resides with the Originator, unless the TRP arises as a result of a grant or SRA in which the University is obligated to transfer intellectual property rights to research sponsors, 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 scientific use by others. 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**, who shall seek to facilitate such exchanges, consistent with the mission of the University and the interests of all persons affected thereby.

## 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.

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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 General Counsel. The Executive Director of Research and Sponsored Programs is the only institutional official authorized to sign SRAs. Affected members of the Regular Faculty shall acknowledge in writing their obligations under an SRA before a duty to disclose arises.
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 person for any amount of **Royalties**, nor shall any person be entitled to a portion of sponsored research funds in lieu of **Royalties**, regardless of the terms of any license or SRA.

### 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. **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. **Originators** and **Inventors** whose 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. 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 **Originator**, 25% to the University, 15% to the Technology Transfer Program, 5% to the **Inventor** or **Originator's** College, School or Program, and 5% to the Provost. 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 **Originator**, 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. **Royalties** are payable to **Originators** only upon actual receipt by the University. In the case of the death of an **Inventor** or **Originators**, all **Royalty** distributions which would have been due such person shall be paid to his or her estate.

### B. Business Software Entrepreneurship Program



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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 Dean and 10% to the Technology Transfer Program. The responsibility center shall share its portion with the **Originator(s)**, as described below.
4. **Originators** 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 **Originator's** Dean or Administrator. **Royalties** are payable to **Originators** 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 **Originator'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** shall receive written final evaluations of their **Invention Disclosures** within six (6) 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** shall promptly convene the **Intellectual Property Review Board** and, with its approval, shall cause ownership rights to be waived by the University in favor of the **Inventor**. At any time during the review period, the **Director of Technology Transfer** may retain control over a disclosure for an additional six (6) months upon written notice to the **Inventor**.

#### 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 Originators** grant back to the University ten percent (10%) of the annual **Royalties** they receive as the result of any license or sale of such an **Invention** or copyrightable work.

### IX. POLICY ADMINISTRATION

#### A. Technology Transfer Program

The **Director of Technology Transfer** is charged by the Provost with responsibility for administering the Technology Transfer Program and shall have the following duties:

1. Keep the official records of **Invention Disclosures**, **Patents**, **Copyright** registrations, and licenses.
2. Evaluate or cause to be evaluated the commercial potential of **Inventions** and copyrighted works.
3. Conduct technology licensing activities, including marketing; negotiating agreements, drafting licenses and other

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legal instruments, and performing any other services required to effectuate the commercialization of University **Intellectual Property**.

4. Negotiate and draft SRAs in coordination with the Office of Research and Sponsored Programs and the Office of 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 Provost and his or her designee 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") reports directly to the Provost or his or her designee. The Board shall include no less than 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 Provost or his or her designee, who shall appoint the Board Chair. A majority of the members shall constitute a quorum.
3. In addition to duties described elsewhere in this Policy, the Board shall advise the Provost 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 refer such claim, dispute, or controversy in writing to the **Intellectual Property Review Board**. Upon receipt, the Board shall review all documents and records and accept evidence from all interested parties. Board findings shall be made in the form of a written decision directed to the Provost or his or her designee.
3. Appeals shall be heard by the Provost or his or her designee. The decision of the Provost or his or her designee shall be final.

## XI. STUDENT RESEARCH AND SCHOLARSHIP

8. Persons subject to this Policy include students receiving compensation in return for their participation in faculty research programs. Compensation may consist of wages, stipends, scholarships, or tuition-free credit hours in connection with such participation but does not include academic credit alone received in a course for which the student has paid tuition or received grants or scholarships that do not require student participation in faculty research program. The student's obligations include the obligation to execute an Assignment of Intellectual Property Rights to the extent required by this Policy and in a form as may be prescribed from time to time by the Director of Technology Transfer. It is intended that such an Assignment of Intellectual Property Rights shall be

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executed in advance of disclosure and shall apply to all Inventions previously reduced to practice and all Inventions that may be reduced to practice while such persons are subject to this Policy. **Inventions** created by a student during such employment shall be assigned to the faculty member(s) involved and subsequently licensed as required by the University or by the entity so designated in the SRA. In circumstances where a student originates an **Invention** independently, using resources generally available to students, and without faculty supervision, such **Invention** 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** that originate primarily from faculty direction within 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. Consequently, the Assignment of Intellectual Property Rights shall specify that all **Copyrights** in any resulting works of authorship shall be assigned by the students involved to the faculty advisor, and the faculty advisor's rights in such **Copyrights** shall be determined in accordance with the provisions of this Policy.
3. Notwithstanding any other provision of this Policy, **Originators** who are graduate students own the **Copyrights** to their theses, essays, or dissertations, subject to the rights of any co-creators. 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 members 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

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written theses, essays, dissertations, or other copyrighted works and TRP. However, graduate students who assist faculty advisors by performing specific research tasks or functions 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 Other Areas

In the Schools of Law, and the Colleges of Business Administration, Education, and Communication, and other areas outside of science, engineering, and humanities, 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, no assignments of intellectual property rights are required or presumed.

### 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 **Director of Technology Transfer** for resolution as otherwise provided under this Policy.

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