

MARQUETTE UNIVERSITY INTELLECTUAL PROPERTY POLICY

I. Purpose

In the course of research, scholarship, education, and other activities, Marquette University faculty, staff, and students create patentable inventions, copyrightable works, and other forms of intellectual property that merit legal protection and have financial as well as scientific and scholarly value. As part of its mission, the University promotes the discovery and sharing of knowledge through the protection and licensing of intellectual property. The University is committed to timely assessment of options for legal protection and potential societal benefit of University intellectual property and to sharing equitably the rights and royalties resulting from intellectual property licensing.

The purpose of this policy is to define the rights and responsibilities of the University and its faculty, staff, and students with respect to the ownership and administration of intellectual property.

II. Covered Parties

This policy applies to all University employees, including regular and participating faculty, as defined in the Faculty Handbook F R O O H Faculty H Staff, graduate and undergraduate students, and relates to all forms of intellectual property subject to legal protection in the United States and internationally.

III. Defined Terms

A. Intellectual Property means all forms of technology and expression whose ownership is subject to

B. Application of Policy to Specific Circumstances

1. Ownership of an invention will be determined by reference to the date of invention and to principles of inventorship which, in turn, will be determined according to United States law.

2. Faculty Academic Works. The University recognizes and affirms the tradition in higher education that academic works are owned by the Faculty member authoring them rather than the employing educational institution. Accordingly, the University does not claim ownership to pedagogical, scholarly or artistic works, regardless of the form of expression, and these works are excluded from the scope of Section A.1 above, and such works are not considered "Works for Hire". Faculty ownership of academic works may, however, be affected by the terms of agreements with third-party sponsors or by agreements between Faculty and the University with respect to special projects such as the creation of online courses or other digital education offerings, as discussed below. If a Faculty member enters into a consulting agreement under which Intellectual Property may be created, the Office of General Counsel will approve the provision(s) relating to Intellectual Property ownership.

3. License to University. To facilitate consistency across multiple course sections, assist faculty asked to

4. Student Intellectual Property. If intellectual property is made by a student as part of student coursework at the University, the rights to that intellectual property are ordinarily owned by the student.

7 K 8 Q Y H U Z V Q U E W O P R I Z Q H U V K L S Z K H Q L Q W D I O H H F U X R D P X W E K S D S M I L F W S D W L R Q L Q sponsored work. The University may also retain ownership under the terms of an agreement with the student, such as an agreement regarding financial assistance, a research fellowship, or other student employment agreement, or a special agreement.

5. Special Projects and Electronic Courses. The University and an individual faculty member, staff member, or student may negotiate specific written agreements for special projects such as University publications, digital courseware, or distance-learning curricula. These agreements may reallocate rights or otherwise alter application of this Policy.

When Faculty members are Authors of content used in electronic courses (over 75% on-line content), they will assign their rights in the electronic course material to the University in exchange for an agreed-upon payment. An agreement under which a Faculty member creates an electronic course may be included as part of the annual Faculty contract or as part of an independent agreement. The applicable agreement will specify the consideration to which the Author(s) will be entitled upon the completion of the electronic course, such as a fixed fee, and additional terms as may be appropriate under the

F L U F X P V W D Q F H V 7 K H 8 Q L Y H U V L W \ ¶ V ou V # W à U F V

Disclosure to permit the Office of Research and Sponsored Programs or its successor office to submit to the sponsoring agency.

8. Consulting and Private Agreements. Members of the Marquette University Community who enter into consulting agreements or other private agreements with parties outside of the University must ensure that the agreements contain no requirement to as

obtaining intellectual property protection/registration, production of prototypes, marketing and licensing, distribution, litigation, etc.) from the sale or licensing of patents as follows:

1. Division of net proceeds on inventions:

50% to the Inventor/Author; 25% to the University; 15% to the technology transfer program in OCEP; and

10% to the School, College, Department, Program or Unit that supported the creation of the intellectual property, as determined on a case-by-case basis based on the circumstances.

The designation of which schools, colleges, and programs should be included in any royalty distribution will be determined primarily by their connection to the Inventor or Author through their provision of Marquette University Resources used in conceiving and developing the Intellectual Property. In case of disputes about appropriate designation of schools, colleges, and centers, the University Provost will resolve the matter. If more than one inventor or author is involved, the individual s

This Section E does not govern distribution of registration fees received for University electronic courses.

V. Responsible Parties

1. Administration. The OCEP Vice President will be responsible for establishing and maintaining procedures and administrative support needed to implement this Policy.
2. Patent Review Committee. The PRC reports directly to the OCEP Vice President. The PRC will advise OCEP Vice President and the Provost by a) interpreting the terms of this Policy; b) recommending changes or exceptions; c) evaluating invention disclosures and determining how inventions will be protected by the University or returned to the inventor/author; and d) providing guidance and consultation to OCEP, the Research Vice President and the Provost as needed.
3. Dispute Resolution. The PRC will promptly attempt to resolve any claim, dispute or controversy involving the rights to inventions or copyrighted works in conjunction with the Office of General Counsel. Upon the failure of the involved parties to reach a negotiated agreement, the PRC may recommend that that resolution be sought by referring the matter for mediation. Mediated agreements will be binding only when reduced to writing and signed by all the parties.

If the parties do not reach an agreement, then any party to the dispute may refer the claim, dispute, or controversy in writing to the Research Vice President. Upon receipt, the Research Vice President will review all documents and records and accept evidence from all interested parties. The Research Vice President's decision will be made in the form of a written decision directed to the Provost.

Appeals from a decision of the Research Vice President will be heard by the Provost or his or her designee. The decision of the Provost will be final.

VI. Related Policies and References

UPP1-04/Proper Use of University Resources (nt) [TJ ET Q q 0 0 619n q 0 0 612re W* n BT /TT ResTT1 9.96 Tf 175.34 320.

f Bayh-Dole Act or Patent and Trademark Law Amendments Act (Pub. L. 96-517, December 12, 1980)

f Leahy-Smith America Invents Act (AIA) (Pub. L. 112-29, September 16, 2012)

VII. History

This Policy supersedes the Marquette University Intellectual Property Policy dated April 1, 2013.

Appendix A : Intellectual Property Assignment