



Who owns the Intellectual Property that I create?



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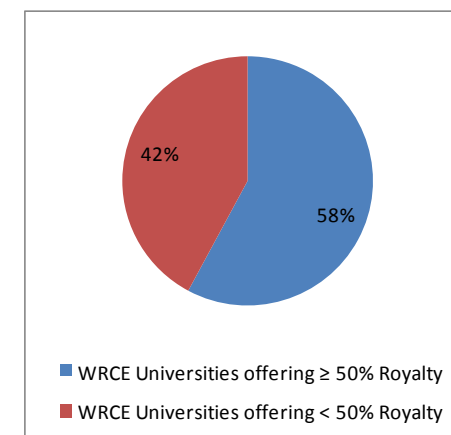
For a digital copy of this brochure, visit:
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Q: Who owns the Intellectual Property that I create?

A: It depends on what kind of Intellectual Property you create. In general, the University owns patents created by an employee, but the employee retains rights to copyrighted material. See table on reverse for more detail.

Inventor Royalty of WRCE Universities



While Universities of the WRCE generally retain ownership to patents created during employee research, the inventor is often entitled to a royalty payment based on income created beyond the cost of research and patent filing. WRCE member universities further adhere to the **Intellectual Property Agreement and Management Plan for the Collaborators with the Regional Center of Excellence.**

Generally, the author of a copyrighted work, like a textbook or article, is entitled to all the income generated from the work. However, many universities have exclusions for software because software can often be eligible for both copyright protect and patent protection.

DISCLAIMER: This information is not intended to be legal advice, which may turn on specific facts. Readers should seek specific legal advice before acting with regard to this information.

Employee Intellectual Property Agreements by University

School	Patent Ownership	Copyrighted Works Ownership	Royalty							Source	Reference
			Net Royalty	Individual	University	Dept.	Unit or College	Graduate Education	Technology Office		
Texas Tech	University	Author unless institutional work for hire	0-\$100k	50%	30%	10%	10%	0%	0%	Texas Tech Operating Policy and Procedure Ch. 74.04	http://www.depts.ttu.edu/opmanual/OP74.04.pdf
			\$100k-\$500k	\$50k plus 40% over \$100k	30%	15%	15%	0%	0%		
			>\$500k	\$210k plus 30% over \$500k	30%	Set by Board of Regents		0%	0		
Baylor College of Medicine	University	Author if independently authored, must provide royalty-free license to College	Any Amount	50%	25%	25%	0%	0%	0%	Baylor College of Medicine Policy on Patents and Other IP Ch. 20.8.1	http://www.bcm.edu/blg/BAYLOR_PATENT_POLICY.pdf http://www.professor.rice.edu/professor/Patent_and_Software_Policies.asp?SnID=512462910
Rice University	University, but if University does not pursue patent, Inventor	Author unless separate contractual agreement	Any Amount	37.50%	30%	14%	0%	18.50%	0%	Rice University Policy No. 333, 334	
Texas A&M University*	University	Author if independently authored, must provide royalty-free license to College	PATENTS BEFORE JUNE 1, 2006							Texas A&M University System Policies and Regulations Ch. 17.01	http://policies.tamus.edu/17-01.pdf
			Any Amount	42.50%	39.50%	0%	0%	0%	18%		
			PATENTS AFTER JUNE 1, 2006								
			Any Amount	37.50%	37.50%	0%	0%	0	25%		
Texas Southern University	University, unless invention offers little use to students	Author unless work specifically funded by TSU or work for hire	COPYRIGHTABLE WORKS AFTER JUNE 1, 2006							Texas Southern University Manual of Administrative Policies and Procedures 08.02.01	http://www.tsu.edu/PDFFiles/Admin/MAPP/General%20Counsel/08.02.01%20IP%20Policy_001.pdf
			Any Amount	40%	40%	0%	0%	0%	20%		
			First \$100k	\$1k plus 50%	50%	0%	0%	0%	0%		
			Second \$100k	40%	60%	0%	0%	0%	0%		
			Third \$100k	30%	70%	0%	0%	0%	0%		
>\$300k	25%	75%	0%	0%	0%	0%					
University of Houston	University, unless rare contract for sponsored research	Author if written work, University if A/V work or software	Any Amount	40%	40%	13%	7%	0%	0%	University of Houston Faculty Handbook Ch. 21.08	http://www.uh.edu/fs/2007_Faculty_Handbook_security.pdf
University of the Incarnate Word	University	Author unless software	Any Amount	50%	50%	0%	0%	0%	0%	University of the Incarnate Word Faculty Handbook Ch. 11	www.uiv.edu/facultyhandbook/documents/facultyhandbook52010.doc
University of North Texas	University, but if University does not pursue patent, Inventor with royalty-free license to University	Author unless software	Any Amount	50%	50%	0%	0%	0%	0%	University of North Texas Policy 16.13.1	http://policy.unt.edu/policy/16-13-1
University of Texas*	University, unless institute's president elects not to assert interest	Author unless software	Any Amount	50%	50%	0%	0%	0%	0%	University of Texas Rules and Regulations of the Board of Regents Rule 90102	http://www.utsystem.edu/bor/rules/90000Series/Complete90000.pdf
Stephen F. Austin State University	University	Author	Any Amount	50%	50%	0%	0%	0%	0%	Stephen F. Austin Faculty & Staff Policy Manual Ch. 20	http://www.sfasu.edu/policies/intellect_prop.asp
New Mexico State University	University unless does not have significant university use	Author unless developed with significant use of university resources	Any Amount	50%	0%	16.66%	16.66%	0%	16.66%	New Mexico State University Policy Manual Ch. 5.94.11	http://www.nmsu.edu/manual/documents/nmsu-policy-manual091710links.pdf
University of New Mexico	University	Author unless contractual agreement otherwise	Any Amount	40%	20%	0%	0%	0%	40%	University of New Mexico Faculty Handbook Ch. E70	http://handbook.unm.edu/E70.html
Louisiana State University*	University	Author unless contractual agreement otherwise	Any Amount	40%	60%	0%	0%	0%	0%	Louisiana State University Permanent Memoranda PM16, PM64	http://www.lsu.edu/userfiles/file/PMs/pm-16rev1.pdf http://tulane.edu/wfmo/employee-support/upload/Current-Staff-Handbook-revised-06152010.pdf
Tulane University	University	Author if communication medium (book, article), University if functional medium like software	Any Amount	50%	50%	0%	0%	0%	0%	Tulane University Staff Handbook Section 6E	https://stillwater.sharepoint.okstate.edu/Policies/Shared%20Documents/Intellectual%20Property.pdf
Oklahoma State University*	University	Author unless extraordinary use of University resources	Any Amount	50%	30%	20%	0%	0%	0%	Oklahoma State University Policy and Procedures 1-0202, 1-0201	http://www.ou.edu/provost/ouncfhhb.pdf
University of Oklahoma	University	Author	Any Amount	35%	30%	10%	10%	0%	15%	University of Oklahoma Faculty Handbook Ch. 3.27.2	http://www.ou.edu/provost/relatedinfo.pdf
University of Arkansas	University	Author unless software	First \$200k	50%	50%	0%	0%	0%	0%	University of Arkansas Faculty Handbook Section 7-4, 7-15	http://www.uar.edu/provost/relatedinfo.pdf
Arizona State University	University unless written agreement otherwise	Author	>\$200k	35%	65%	0%	0%	0%	0%	Arizona State University Board of Regents Policy Manual Ch. VI, Item 6-908	https://azregents.asu.edu/rc/Policy%20Manual/6-908-Intellectual%20Property%20Policy.pdf
University of California	University unless patent is not pursued	Author unless work is explicitly sponsored or commissioned by University	Any Amount	35%	50%	15%	0%	0%	0%	University of California Policy	http://www.ucop.edu/ott/genresources/policy_pdf/patentpolicy08.pdf

- IP policies for private companies and research labs of WRCE are not publicly available. These policies are usually listed in an employee handbook. See your local HR manager for a copy.

- Highlights of WRCE Intellectual Property Agreement regarding joint inventions:

- inventing parties must have written permission of other inventing parties before commercialization of joint inventions [Sec.5.1] and are obligated to supply other inventing parties with a copy of any manuscript prior to submission for publication [Sec. 9.3]
- if parties cannot agree on bringing an suit for patent infringement, one of the parties may bring a suit (bearing the cost of litigation and retaining ownership of any monies resulting from such suit) [Sec. 8.1]
- each party will use reasonable efforts to maintain other party's confidential information for a period of five years from receipt [Sec. 9.1]

*Universities with multiple campuses (i.e. University of Texas at Austin and University of Texas Health Science Center at Houston) adhere to the same system-wide IP policy.

PLEASE NOTE: Federal law mandates that a patent application must be filed within **one year** of

- (1) printed publication,
- (2) public use, or
- (3) sale

of the invention to be patent eligible. *See* 35 U.S.C. 102(b). If your University opts not to pursue a patent on your invention but allows you to do so independently, you must file a patent application within this one year time period to avoid loss of patentability.