

Policies and procedures on academia-industry research at UW-Madison

The following documents provide institutional policies, procedures, definitions, and guidelines for establishing effective academic-industrial partnerships. The matters described are relevant to all parties involved in promoting, negotiating and carrying out sponsored research agreements.

UW-Madison is a world-class research institution, with research faculty and staff who are brilliant, creative problem solvers, and with a deep pool of students who are destined to become leaders in their chosen disciplines. Moreover, substantial public investment has built a research infrastructure that simply may not be available anywhere else in the world. Through this unique synergy of talent and environment, UW-Madison creates knowledge and distributes it broadly to the betterment of human kind. UW-Madison actively seeks partners who share our vision of the relevance and value of scholarly inquiry to address problems across the spectrum of human need.

Industry sponsors are encouraged to engage and benefit from this expertise and infrastructure. Sponsored research provides an outstanding opportunity for development of mutually beneficial partnerships, where both the university and sponsor bring substantial value to the collective effort.

Sponsors are encouraged to review these policies and recommendations with their chosen university partners and with the appropriate university research administrators prior to developing formal agreements.

Likewise, university investigators are encouraged to review these documents and be aware of their institutional obligations and responsibilities prior to working with industry sponsors. These preparatory review efforts will help to clarify the most desirable pathways forward and to avoid confusions and misconceptions that might otherwise arise.

Topics

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1. Right to Publish

As a publicly supported institution, UW-Madison has an obligation to create and broadly distribute new knowledge to the betterment of human kind. The right to publish results of scholarly research, regardless of the source of financial support, and without unilateral redaction or revision by either a sponsor or donor, is a fundamental requirement in all research agreements.

UW-Madison also strongly supports respectful consideration of determination of authorship on scholarly work, including collaborative work carried out with industry sponsors.

It is consistent with this policy to establish defined time periods, typically 30 days, for a sponsor to identify and remove their confidential information, and 60 days so that an industry sponsor can protect new IP prior to public disclosure in presentations, manuscripts, and other scholarly venues. Normally, this time period would be a natural extension of ongoing communication and reporting in the sponsored research project. This integrated approach is intended to be both prudent and respectful of the needs of both sponsors and UW-Madison investigators.

UW-Madison also recognizes that industry-sponsored research does not represent national security interests and so cannot come under consideration as classified research described in Wisc. Stats. 36.11 (55m) Classified Research.

UW researchers may be involved in research that falls under regulations such as ITAR (International Traffic in Arms Regulations), EAR (Export Administration Regulations) and FACR (Foreign Asset Control Regulations). UW-Madison will need to ensure that university investigators comply with export control regulations when conducting research that falls into these categories. These regulations can impact with whom you can collaborate, whether you need an export license to carry out some portion of your research, and your ability to publish free of additional governmental review.

References

UW System General Administrative Policies, Section G2.V.B.6. Publication:
<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g2-extramural-support-administration/>

“No agreement shall be entered into with any extramural sponsor which prohibits the right of a University employee to publish the results of the project. The University and its employees have an obligation to assure that project results are made known to the general public.”

UW System General Administrative Policies, Section G34.III.H. Publication:
<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/>

“Regardless of the option elected, the inventor is free, indeed urged, to establish scientific priorities through publication of research results. It is recognized, of course, that short delays may be required to establish patent rights.”

UW-Madison policy on open research and free exchange of information:
<https://kb.wisc.edu/gradsch/page.php?id=34480>

Wisc. Stats. 36.11 (55m) Classified Research.

UW-Madison classified research policy:
<https://kb.wisc.edu/gradsch/page.php?id=34480>
UW-Madison export control program
<https://research.wisc.edu/respolcomp/exportcontrol/>

2. Comingling

Comingling is a circumstance where research support from multiple, perhaps competing, sources might contribute to a discovery, and so confound assigning rights associated with the invention or other resulting intellectual property. A comingling assessment proceeds by examination of whether or not the scope of work in different research contracts is overlapping.

Given that UW-Madison investigators annually receive hundreds of millions of dollars of federal funding, it is reasonable to start negotiation of industry-sponsored research by recognizing the potential for comingling with federal funds. Moreover, as opportunities for industrial funding increase, attention must also be paid to the potential that comingling of non-federal funds may also occur, leading to difficult circumstances in equity review. Consequently, industry sponsors should be apprised of the different funding sponsors working with UW-Madison investigators and origins of materials to be incorporated into new projects in order to permit assessment of whether appropriate separation of scope of work in different projects can be achieved.

To increase awareness of the potential for comingling, review of existing federal and non-federal grants and contracts is recommended during the preparation of new industry-sponsored research proposals to evaluate and minimize the potential for future complications arising from overlap of scope of work.

The following guidance is provided to address issues of comingling.

- a. Comingling will be presumed for the purposes of development of proposals and negotiation of sponsored research agreements when the scope of work for the anticipated research overlaps with any concurrent or previously funded projects in the same lab, or when, given the respective scopes of work, an impartial outside observer would conclude that overlap in scope of work would introduce a reasonable potential for competing claims to any resulting IP (i.e., IP that could be said to have arisen under more than one such project). Specifically, if federal funds contribute to the payroll of the inventor or were present in the inventor's laboratory during the inventive period, it is the default assumption that federal funds contributed to the invention.
- b. This assumption is rebuttable by establishment of no overlap in the scope of work as agreed by representatives of the appropriate School/College Dean's Office and the Office of the Vice Chancellor for Research and Graduate Education (OVCRGE). Appeals of comingling decisions are carried out using procedures analogous to those introduced in Section 4. Equity Review.
- c. It is appropriate and necessary to distinguish between incidental use of routine equipment and facilities and an enabling use of specialized research equipment and facilities available at the university. The latter, which should be covered by specific language in the sponsored research agreement and/or facilities use agreements, is an appropriate usage when covered by approved institutional facilities & administration costs and additional facilities use fees.
- d. If, as a result of the analysis described above, the presumption of comingling includes federal funding, the development of proposals and negotiation of sponsored research agreements must protect

the rights of the federal government as established by the Bayh-Dole Act and be compatible with the applicable IP management obligations.

- e. If, as a result of the analysis described above, the presumption of comingling includes research sponsored by non-government entities, the process of negotiation of sponsored research agreements must ensure that scope of work is focused to eliminated potential of competing claims to any resulting IP.
- f. Even if federal funding is not currently present within the lab and/or there is no presumption of comingling under the analysis described above, researchers and negotiators must be cognizant of the potential ramifications related to future federal funding when making any commitments regarding IP. Because of the prevalence of federal funding on campus, the University will still endeavor to include language protecting any rights the federal government may have in resulting IP. In addition, researchers and negotiators must be cognizant of the potential ramifications related to future funding from both federal and private sponsors when granting IP rights to current sponsors.

References

UW System General Administrative Policies, Section G34.III.A, Federal agreements:

<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/>

UW System General Administrative Policies, Section G34.III.B, Non-federal extramural support:

<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/>

“The patent expectations of the many non-Federal funding sources of university research vary. That fact plus the frequent practice of using funds from more than one source in support of a given research project can place an inventor in an ambiguous and even conflicting position with several sponsors.

In discussions with any extramural research sponsor, principal investigators must take into consideration existing contractual obligations involving any personnel or resources to be involved in the proposed research. This is especially important where the proposed support is for research whose purpose is the same or similar to research conducted by the principal investigator with some Federal funding, however minimal. Obligations which exist because of Federal or other extramural sponsors must be recognized in the negotiated agreement. Written agreements between the employee and the sponsor may be used to designate assignment of inventions as long as the agreement does not conflict with other existing agreements or with university policies on the conduct of research. The disposition of all inventions generated at a UWS institution, regardless of funding sources, is subject to review by the Chancellor or Chancellor’s designee. The purpose of the review is to determine if any contractual obligation exists in connection with and as a result of, the funding leading to the invention.”

3. Disclosure of Inventions

To assure the University’s ability to comply with obligations arising under federal laws or in extramural sponsored research agreements, faculty, staff, and students are required as a condition of participation in sponsored research to file disclosure reports for any invention or discovery made during the course of their University activities.

To help ensure the university's ability to comply with obligations arising under federal laws, industry sponsorship or other agreements, faculty, staff, and students participating in sponsored research have two essential requirements.

The first requirement is to complete a project participation form (PPF, available at <https://kb.wisc.edu/gsadminkb/page.php?id=33081>), which confirms understanding of the contractual responsibilities associated with participation in sponsored research. Project participation is also certified by use of a WISPER record during the contract submission process.

The second requirement is to provide an Invention Disclosure Report whenever appropriate. An IDR covers any invention or discovery that was made during the course of University employment, that used university supplies and/or equipment as part of the inventive process, or that occurred on university premises.

Disclosures of inventions and discoveries are made using the Invention Disclosure Report, which can be found at these sites:

<http://www.warf.org/for-uw-inventors/disclose-an-invention/disclose-an-invention.cmsx>, or

<https://kb.wisc.edu/gsadminkb/page.php?id=33881>.

For inventions made at UW-Madison where federal funding is not involved, disclosure of the invention is still required by UW System General Administrative Policies described here, and may also be required by the terms of non-federal funding agreements, if they exist.

UW System policies also apply to intellectual property created outside of extramural sponsored research agreements and require any member of the faculty or staff or student on appointment to report an invention or discovery made while pursuing their University duties, or on University premises, or with University supplies or equipment.

These disclosures should be made using the Invention Disclosure Report, which can be found here:

<http://www.warf.org/for-uw-inventors/disclose-an-invention/disclose-an-invention.cmsx>.

<https://kb.wisc.edu/gsadminkb/page.php?id=33881>.

References

UW System General Administrative Policies, Section G34.II. Background:

<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/>

“To insure that all obligations attaching to contracts and grants will be met, faculty, staff and students who participate in programs having extramural support are required to complete a patent agreement which recognizes those obligations.”

UW System General Administrative Policies, Section G34.III.A.8, written agreement:

<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/>

“The university must secure written agreement from all employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the university, each subject invention in order that the university can comply with the disclosure provisions of paragraph 6 above and execute all papers necessary to file patent applications on subject inventions and to establish the Government’s rights in the subject inventions.”

UW System General Administrative Policies, Section G34.III.D. Procedures for Reporting an Invention:
<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/>

UW-Madison intellectual property policies and procedures:
<https://research.wisc.edu/projectagreementsip/intellectualprop/disclosure/>

UW-Madison project participation agreement:
<https://research.wisc.edu/projectagreementsip/intellectualprop/ippolicies/>

UW-Madison disclosure agreement in WISPER documents:
<https://kb.wisc.edu/images/group156/33081/ipagreement.pdf>

“I agree to disclose promptly to the University any invention, novel variety of plant which is or maybe protected under the Plant Variety Protection Act, computer software which is potentially patentable or to which the sponsor has rights under the agreement, or mask work made by me in whole or in part, whether solely or jointly with others during and in the course of such extramurally supported research or other activity. I further agree that I will comply with the provisions of any agreement between the University and the sponsor, and will cooperate in assuring that the sponsor's rights in intellectual property are fully protected. If an invention is funded in whole or in part by a federal agency or if the sponsored research agreement requires the University to grant rights in the invention to the sponsor, I hereby assign rights to any such invention to the University's designated patent and intellectual property management organization and will execute all papers necessary to file patent applications on the invention and to establish the federal government's or other sponsor's rights in the invention. I confirm that I have not entered, and will not in the future enter, into any agreement or other obligation to another person, company, or extramural sponsor with respect to any rights in inventions, discoveries, or copyrightable material which are in conflict with the obligations contained in this agreement. By clicking on the "I Sign" button below, I agree to this text.

I agree to be responsible for assuring that all persons participating in the project, other than clerical or nontechnical persons, prior to commencing work on the project become familiar with the terms and conditions in the agreement between the extramural sponsor and the University and have signed a copy of a document agreeing to essentially the same obligations as set forth above.”

4. Equity Review

The UW-Madison is required to assure that both federal and non-federal rights to inventions are protected.

When an invention disclosure report (IDR) is made, WARF makes an assessment of whether an invention has been achieved. If an invention has been achieved, then the UW-Madison VCRGE Office undertakes a review of the funding sources, material transfers, institutional commitments and other agreements that may have contributed to the invention. This process is called equity review. Because of comingling, it is not always possible to easily determine the nexus between an invention and a single source of funding.

Time requirements for reporting of inventions made using federal research funds are imposed by the federal government. This means inventors have responsibilities to respond in a timely manner to all requests for information during equity review, and that the University has responsibilities to complete the equity review and report the creation of new IP to the federal government within 60 days of receipt of an accepted IDR from WARF. Other third party contracts may have similar time requirements for disclosure of inventions that should be fulfilled.

The equity review process provides opportunities for input from inventors, review by the appropriate Chair, Dean or Director, and a process for appeal of determinations of comingling of different funding sources in the invention.

References

UW System General Administrative Policies, Section G34.III.A, Federal agreements:
<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/>

UW System General Administrative Policies, Section G34.III.B, Non-federal extramural support:
<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/>

UW-Madison guidance on equity review:
<https://research.wisc.edu/projectagreementsip/intellectualprop/ownership/>

5. Ownership

Unlike other research universities, neither the UW System nor the UW-Madison require employees or students to automatically assign their intellectual property rights to patentable subject matter to UW-Madison (or to WARF, its designated patent management organization) as a condition of employment or enrollment.

UW System General Administrative Policies, Chapter G2:
<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g2-extramural-support-administration/>

“The University of Wisconsin does not contract with or otherwise require its employees to produce inventions and, thus, does not claim proprietary rights in employee inventions, except for the continuing right to use such inventions in its education and research mission. In the absence of contractual provisions obligating the transfer of all or some proprietary rights to the invention to a third party, employees who make inventions have complete ownership and control of any resulting patents. UW System policies and procedures governing patents are found in <https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/>.”

This difference with other academic institutions has led to significant confusions and misconceptions during negotiation of industry-sponsored research agreements on the part of both sponsors and university faculty, staff, and students.

For inventions made at UW-Madison using federal funds or comingled with federal funds, WARF is the designated intellectual property management organization. As such, WARF has the first right to take title to IP derived from federal funding. If WARF takes title to the IP, then the inventor is obligated to work with WARF throughout the patent and licensing process. Similarly, many sponsored research contracts require UW-Madison or WARF to fulfill intellectual property-related obligations and so the inventors would have obligations as described above.

If WARF does not take title to an invention derived from federal funding, then procedures to further evaluate and assign title are provided in UW System General Administrative Policies, Chapter G34.III.A: <https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/>.

A UW-Madison inventor or inventors may obtain ownership of an invention created using federal funds if WARF declines to patent the invention, the inventor(s) petitions the federal government for rights to the invention, and the inventor(s) pursues and obtains a patent for the invention. The invention management obligations of the Bayh-Dole Act would continue to apply to the management of any patented inventions.

Negotiated obligations in other sponsored research contracts may override this sequence when no federal funding is involved and the absence of comingling can be established. Consultation with the Office of the Vice Chancellor for Research and Graduate Education early in the negotiation process is encouraged.

6. Assignment

For the purposes of this document, assignment is the sale or transfer of ownership of inventions created or owned by University researchers to an outside party. Assignment is typically irrevocable, and so can permanently divest the original owner (i.e., a university inventor or WARF) of all future rights to the intellectual property.

The UW-Madison and WARF intend to satisfy sponsor needs to access university IP by vigorous pursuit of mutually acceptable licensing agreements, including exclusive license for appropriate time period. It is our policy to not provide assignment of IP as part of sponsored research contracts.

The rationale for this policy is summarized in “In the Public Interest: Nine Points to Consider in Licensing University Technology,” of which WARF is also a signatory. Some potential detrimental outcomes of assigning ownership of patentable IP include:

Risking the University’s compliance with federal laws, which prohibit assignment of the University’s intellectual property rights without approval from the supporting federal agency;

Severing the University inventors’ right to practice their assigned inventions in future research, which can be detrimental to their academic research careers. This concern also arises when individuals assign their own intellectual property.

Specific alternatives provided for licensing are described in Section 7. Options for Sponsored Research Agreements.

References

UW System General Administrative Policies, Section G2:
<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g2-extramural-support-administration/>

UW System General Administrative Policies, Chapter G34.III.A:
<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/>

7. Options for Sponsored Research Agreements

Table 1 outlines options for development of intellectual property terms in industry-sponsored research agreements, their unique attributes, costs to the sponsor, and add-on options to customize these agreements. Decision regarding the most appropriate option should include consultation with and input from the PI.

Table 1. Options for development of intellectual property terms				
Model	Sponsor option	Costs	Highlights	Add-on low-fee options
A. License with royalty credit and free time limited internal research license	<p>Sponsor receives a free non-commercial internal research license (time limited)</p> <p>Sponsor can select either an exclusive or non-exclusive commercial license to inventions conceived and reduced to practice in the performance of the research (Project IP), with the right to sublicense (if exclusive)</p> <p>Sponsor receives a credit towards future royalty payments in the amount of the</p>	<p>Cost to exercise option could be a percentage (TBD) of the research budget</p> <p>Patent costs vary depending on exclusive or non-exclusive license status</p> <p>Sponsor pays at least a portion of patent costs (predetermined and greater than nonexclusive) when they exercise the option</p>	<p>Sponsor has defined access to obtain a license to Project IP</p> <p>No Project IP uncertainty</p> <p>No need to decide at the onset of the project/no additional upfront monies at the time of signing</p> <p>Compatible with federal and many other funding sources with proper respect to rights granted in agreements with potentially similar scopes</p> <p>Sponsor does not have to pay to access IP before it is developed</p>	<p>Extensions of time for the option period if needed (90 days is standard starting point)</p> <p>Extensions of time for a negotiation period (90 days standard)</p> <p>Potential to link to a streamlined license for predictability</p>

	research funding provided		Benefit is commensurate with the expenditure Sponsor recoups their investment and only then begins to owe royalties	
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Timeline

The timeline for the “option period” begins when an invention arises and has disclosed to the UW, there are typically provisions that require the UW to notify the sponsor of the invention. The option period gives the sponsor time to consider the invention to decide if it would like to license the invention. The option period is typically 90 days. If the sponsor does not notify WARF by the end of the 90-day period that the sponsor wishes to negotiate a license, the option expires and WARF’s obligations to the sponsor for that disclosed invention end. If the sponsor indicates that it does wish to negotiate a license WARF and the sponsor begin negotiating a license agreement. There is typically a 90-day negotiation period specified in the sponsored research agreement, which may be extended by mutual agreement of the sponsor and WARF.

8. Background Intellectual Property

Background IP has been created by university inventors using funds from other sources than a newly proposed sponsored project. These earlier sponsors may include the Federal Government, State of WI, University, other commercial sponsors, and WARF. In addition to a breadth of funding sources, other university inventors including faculty, staff and students may be associated with background IP.

The identification of background IP and the provision of appropriate rights to use these earlier inventions are important issues for both sponsors and the University. However, the identification of background IP during negotiation of a new sponsored research agreement is a difficult undertaking because WARF holds a diverse portfolio of potentially related IP, including that of inventors not involved in a newly proposed sponsored project. Forward projection on creation of new IP also gives significant uncertainty regarding the scope of background IP rights needed, the inventors involved, and their value.

Broad requests for background rights that may include any IP owned by WARF, any IP in a certain technology area, or any IP in which a particular researcher is named as an inventor generate are not appropriate. For example, granting a broad nonexclusive license to all background IP in a certain technology area may inadvertently and disproportionately benefit the researcher receiving the industry sponsorship at the cost of other inventors of included background IP. Also, in order to maximize the opportunity to encourage investment in early stage technology, which is the typical status of nearly all University-created IP, exclusive rights are often necessary. This is especially true for start-up companies. A broad nonexclusive license provided to another industry sponsor undercuts this opportunity.

Consequently, specificity in the identification of relevant background IP is needed. UW-Madison and WARF agree that providing appropriate licenses to companies to practice unencumbered background IP is good policy and provides an opportunity to enter into new licensing relationships. The following guidance on background IP is given.

- a. Background IP should be licensed in an agreement separate from the sponsored research agreement. Granting any rights to background IP in a separate license has been acknowledged as a best practice among technology transfer offices, ensures that all inventors are included in consideration of the background IP, and makes the license easier to track and update as needed.
- b. The scope of the license should be defined in terms of type (research versus commercial), field and duration such that the sponsor requests only what it needs and intends to use. Tailoring the scope of the license further permits any payments or other considerations to be more easily assessed and appropriately adjusted and thus more easily understood by both parties.
- c. A license must be in exchange for fair consideration. While granting cost-free background IP licenses to for-profit corporations in order to encourage sponsored research funding benefits the individual researchers receiving such funding, it is potentially to the detriment of another inventor of the background IP. It also negates the revenue stream normally associated with licensing of IP, which benefits the entire University community through the WARF gift.
- d. Because identifying background IP that may be relevant to a proposed scope of work is challenging, the inventor, WARF and sponsor have a shared obligation to determine what background IP rights are needed.

9. Authority for Appeal

University policies laid out in this document reflect consensus judgments on the best approaches to carrying out academia-industry research. Clarity, fairness and consistency over time are important both to industry sponsors and to the institution. These policies, covering the entire university research enterprise, are appropriate for an overwhelming number of contingencies that may be encountered. However, sound administrative process also recognizes that there may be rare circumstances where deviation from established university positions may be appropriate.

The Vice Chancellor for Research & Graduate Education (VCRGE) has the authority to accept, review, and make final decisions on all requests for deviations from these policies and procedures. Because of the potential for unforeseen impacts on the broader university research enterprise arising from a partially informed analysis, other individuals are not authorized to make decisions that deviate from these policies.

10. Contract Approval and Appeal Process

From time to time, the negotiable terms and conditions for contracts between the University and external research sponsors may not meet the needs of the external sponsor, and attempts to accommodate these needs may result in a decision by the Office of Industrial Partnerships in the Office of the Vice Chancellor for Research and Graduate Education (OVCRGE) to decline to execute a contract. In such cases, the principal UW investigator on the pending contract may appeal through communication from their respective Dean or Director's Office to the OVCRGE for an exception to the ordinary terms and conditions of acceptable contracts in order to accommodate the external sponsor's needs.

Contract Approval and Appeal Process

- a. Following conclusion of negotiations, a sponsored research agreement between the University and a private entity contains unacceptable terms and conditions.

- b. In this circumstance, the Director of the Office of Industrial Partnerships declines to sign the agreement, and identifies the unacceptable terms and conditions.
- c. Based on the unacceptable terms and conditions identified, the Dean's Office and affected UW investigator(s) may provide a written appeal request to the OVCRGE including a proposal for how the unacceptable terms and conditions may be overcome. The request may be screened by VCRGE staff or an Associate Vice Chancellor for Research for appropriateness and completeness.
- d. If the request is deemed appropriate and complete, the OVCRGE will appoint an *ad hoc* Appeal Committee consisting of a minimum of three non-conflicted faculty members who are content experts or experienced as a principal investigator in similar contracts to evaluate the facts and merits of the request and to develop a report to the OVCRGE, including a recommendation for disposition of the request. A staff member from the OVCRGE will provide administrative support and an attorney from the UW Legal Affairs Office will provide legal advice to the *ad hoc* committee.
- e. The VCRGE will make the final decision to approve or decline the appeal, taking into account advice provided by the *ad hoc* Appeal Committee, factors such as an unusual benefit to the University, the involved UW investigator(s), any involved research trainees, and the involved employing unit.