Policy on Tangible Research Property

Adopted By: Research Policy Advisory Committee
Adoption Date: December 16, 2011
Approved By: Vice Chancellor for Research
Approval Date: May 1, 2012

1.0 Purpose: Establishes University of Wisconsin-Madison policy related to ownership, access, and distribution of tangible research property.

This policy is intended to address the university’s responsibilities relating to the management of tangible research property, including, but not limited to:

- Promoting the principles of openness in research and complying with sharing guidelines generally accepted in the scientific community as described in federal granting agency guidelines and scientific journal policies;
- Complying with the terms of sponsored project agreements;
- Ensuring the appropriate transfer of animals, human tissue, recombinant DNA, disease-causing agents, radioactive materials, and the like;
- Supporting university personnel in securing and protecting intellectual property rights;
- Complying with the terms of managed conflicts of interest that may arise when university investigators have outside financial interests; and
- Guiding the appropriate transfer of tangible research property for both research and commercial uses.

2.0 Scope: This policy shall apply to all University of Wisconsin-Madison faculty, academic staff, visiting scholars, postdoctoral fellows or other trainees, research technicians, graduate or undergraduate students, and any other persons at UW-Madison involved in the design, conduct or reporting of research at or under the auspices of UW-Madison, and it shall apply to all research projects on which those individuals work, regardless of the source of funding for the project.

3.0 Definitions:

*Tangible Research Property (TRP)* is defined for purposes of this Policy as tangible items produced in the course of conducting research projects at or under the auspices of UW-Madison. *TRP* includes such items as: biological materials, chemical compounds, physical samples, integrated circuit chips, prototype devices, and equipment.

*TRP* does not include intangible (or intellectual) property such as patentable inventions and original works protected by copyright or trademark, which are subject to other policies and guidelines. *TRP* does not include items purchased or otherwise obtained for the purpose of conducting research.
**Principal Investigator (PI).** for purposes of this policy, means a researcher designated by the university to have primary responsibility for a research project, a definition that applies whether or not the research is sponsored by an external funding source. A PI’s responsibility includes both leadership with regard to the scientific/technical aspects of the research and compliance with administrative aspects of the research.

**Other Research Contributors (“Contributors”)** means any persons other than the PI who have made a substantial contribution to the conception, design, or creation of tangible research property. Contributors may include faculty collaborators, academic staff, visiting scholars, postdoctoral fellows or other trainees, research technicians, and graduate or undergraduate students. In general, persons performing narrow technical or clerical tasks would not qualify as Contributors.

**A Material Transfer Agreement (MTA)** is a contract that governs the transfer of tangible research property between two organizations when the recipient intends to use it for his or her own research purposes. The MTA defines the rights of the provider and the recipient with respect to the materials and any derivatives.

4.0 **Ownership:** TRP normally is either owned by UW-Madison or is subject to the ownership and other provisions of relevant grants and contracts.

5.0 **Control of TRP:** It is the responsibility of the PI (or other responsible party in the case of TRP developed in the normal course of University activity) to control the maintenance and distribution of TRP made in the course of research activity. Such control includes determining if and when distribution of the TRP is to be made beyond the laboratory for others’ scientific or commercial use, subject to provisions of relevant grants or contracts and University policy.

TRP will normally be retained in the laboratory or unit where it is produced. The ultimate disposal of TRP is at the discretion of the PI and his or her department or work unit head, subject to provisions of relevant grants and contracts.

6.0 **Distribution of TRP:** All transfers of TRP from UW-Madison should be done using a Material Transfer Agreement (MTA), signed by an authorized University official, except as otherwise specified in Section 8.0,

Obligations to distribute TRP are not intended to supersede the PI’s right to keep TRP proprietary until the results of the research have been published.

Transfer of human tissues and specimens may be limited by university policies and federal regulations governing human subject research.

6.1 **Distribution of TRP to Outside Academic Investigators:** The University follows the research resource sharing guidelines of the National Institute of Health...
(NIH), other federal agencies, and many journals to make unique research resources available to academic colleagues for research use. These guidelines provide for the transfer of published TRP under standard MTAs such as the NIH Simple Letter and the Universal Biological Material Transfer Agreement (see Section 10.0 for links to these instruments). Although valid non-commercial reasons may exist for the temporary delay of TRP distribution outside the laboratory for others' scientific use (e.g., safety factors or the need to more fully characterize the TRP prior to distribution, etc.) scientific exchanges should not be inhibited due to potential commercial considerations.

6.2 Distribution of TRP to Industry Investigators: The University, with consent of the PI, may make TRP available to industry scientists for research purposes.

Company requests for TRP for commercial purposes may be managed by the Wisconsin Alumni Research Foundation (WARF), when associated with WARF managed IP and/or TRP, or by the University, and will typically involve licensing fees or cost recovery.

Special considerations will apply to avoid conflicts of interest for transfers of TRP to a company from an investigator who has a conflict of interest management plan for that company. Transfer in these instances, if allowed, will require Dean’s office approval and full cost recovery.

7.0 Transfer of TRP when the PI Leaves the UW-Madison: When a PI moves to another institution the PI will typically be able to take TRP (a portion or all) with him/her. The following will apply:

- The University reserves the right to retain portions or all of the TRP if the TRP has special value to the university and/or its faculty, such as being a resource that other university investigators depend upon for their research.
- The University will transfer the TRP under an MTA.
- The TRP will be described with enough detail to allow identification of what items are being transferred as deemed appropriate by the PI and approved by the department chair.
- Documentation will specify that materials are being transferred for academic research use only, and that they may be further transferred by the recipient institution to other academic institutions for research.
- Further transfer for commercial use would require consultation and mutual agreement between the new institution and UW-Madison or WARF (if licensed through WARF).

8.0 Transfer of TRP when a Contributor Leaves UW-Madison: When Contributors leave the university, they may, only with approval of the PI and Departmental
Chair, and using the attached template (see Appendix A), take a portion of their TRP to their new institution.

9.0 **Roles and Responsibilities:** The *PI* is responsible for the stewardship and retention of TRP as well as for determinations concerning access to and appropriate use of TRP.

*Contributors* are responsible to cooperate with the *PI* in carrying out the requirements of this policy.

The Dean(s) of the school(s)/college(s) in which the *PI* is appointed may hear appeals concerning issues of access to TRP and determine who shall have access.

The Vice Chancellor for Research may hear appeals to a Dean's determination concerning access to TRP and make a final determination.

10.0 **Related Documents/Resources:**

*Material Transfer Agreement Templates*

Uniform Biological Material Transfer Agreement
[http://www.autm.net/Choose_an_MTA_The_MTA_Toolkit.htm](http://www.autm.net/Choose_an_MTA_The_MTA_Toolkit.htm)

“Simple Letter Agreement” found in NIH Principles and Guidelines for Recipients of NIH Research Grants and Contracts on Obtaining and Disseminating Biomedical Research Resources: Final Notice
[http://www.autm.net/Choose_an_MTA_The_MTA_Toolkit.htm](http://www.autm.net/Choose_an_MTA_The_MTA_Toolkit.htm)

NIH Model Organism Sharing Policy

*Related Policies and Procedures*

University of Wisconsin-Madison Intellectual Property Policy and Procedures
[http://research.wisc.edu/projectagreementsip/intellectualprop/ippolicies/](http://research.wisc.edu/projectagreementsip/intellectualprop/ippolicies/)


University of Wisconsin System Patent Policy (G34) ([https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/](https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g34-patent-policy/))

University of Wisconsin System Financial & Administrative Policies Extramural Support Administration (G2) V. B. (9) Data
[https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g2-extramural-support-administration/](https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/gapp-numeric-index/g2-extramural-support-administration/)

UW Madison Conflict of Interest Committee
[http://www.grad.wisc.edu/research/policyrp/coi/index.html](http://www.grad.wisc.edu/research/policyrp/coi/index.html)

11.0 **Interpretation of Policy:** Questions on the interpretation of this policy may be directed to the Vice Chancellor for Research.
APPENDIX A
AGREEMENT FOR CONTRIBUTOR’S ACCESS TO TANGIBLE RESEARCH PROPERTY
UNIVERSITY OF WISCONSIN - MADISON

1. Purpose and Scope.
   A. The purpose of this document is to facilitate, and to establish the conditions of, continuing
      access by a Contributor, as that term is defined in Sec. 3.0 of the University of Wisconsin-
      Madison (University) Policy on Tangible Research Property, to materials, samples, or other
      tangible research property (TRP) that Contributor helped to create.
   B. This document is for use only in circumstances where a Contributor departs the University
      and continues his or her research or course of studies at another educational institution or a
      non-profit research or educational organization.
   C. This document is not appropriate for transfer of TRP to non-Contributors (a Material
      Transfer Agreement should be used), for transfer of TRP to Contributors at for-profit entities
      or for use in connection with commercial research (a Material Transfer Agreement should
      be used), or for transfer of TRP created by students in entirely self-directed projects (TRP
      developed under an entirely self-directed student project would fall under the requirements
      for Principal Investigators under Sec. 7.0 the University’s Policy on Tangible Research
      Property).

2. Inventory of TRP.
   Attachment 1, “Inventory of Tangible Research Property Transferred,” lists the inventory of TRP
   to which Contributor is granted continuing access.

3. Limitation on Further Transfers
   (Check one). The TRP or its unmodified derivatives may _____ / may not_____ be further
   transferred by Contributor to another educational institution for non-commercial research
   purposes. The TRP may not be further transferred to for-profit entities without the prior written
   consent of the University.

4. Requirements for Use of TRP at Contributor’s New Institution.
   A. The University accepts no liability on account of any use or further transfer of TRP by
      Contributor or any Institution with which Contributor is or becomes associated.
   B. The TRP covered by this document is understood to be experimental in nature and may
      have hazardous properties. THE UNIVERSITY MAKES NO REPRESENTATIONS AND EXTENDS
      NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR
      IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR
      THAT THE USE OF THE TRP WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR
      OTHER PROPRIETARY RIGHTS.
   C. Contributor agrees to acknowledge the source of the TRP in any publications reporting use
      of it.

________________________________________  __________________________
(Contributor Name - Printed)            Date:____________________
________________________________________
(Contributor Signature)
(Principal Investigator Name - Printed)

________________________________________

(Principal Investigator Signature)

Date:____________________

(Department Chair Name - Printed)

________________________________________

(Department Chair Signature)

Date:____________________

NOTE: After signature, a copy of this document should be transmitted to the Associate Dean for Research in the pertinent School/College
Attachment 1
Inventory of Tangible Research Property (TRP) Transferred
(List here a complete inventory of TRP to which Contributor is granted continuing access.)