

## 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

[http://grants.nih.gov/grants/policy/model\\_organism/](http://grants.nih.gov/grants/policy/model_organism/))

***Related Policies and Procedures***

University of Wisconsin-Madison Intellectual Property Policy and Procedures

<http://research.wisc.edu/projectagreementsip/intellectualprop/ippolicies/>)

University of Wisconsin System Policies Regarding Ownership of Intellectual Property (<https://www.wisconsin.edu/financial-administration/financial-administrative-policies-procedures/>)

University of Wisconsin System Patent Policy (G34) (<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/>)

UW Madison Conflict of Interest Committee

<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)

\_\_\_\_\_  
(Contributor Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(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.)