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Technology Transfer Policy

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Revision Effective June 1, 2009

This Policy supersedes the January 1, 2007 Technology Transfer Policy as of June 1, 2009.

I. Applicability and Scope of Policy

This Policy implements [Section 3.10 of the Bylaws of the Board of Regents](#). The Policy further defines the ownership, distribution, and commercialization of rights associated with Intellectual Property developed at or received by the University of Michigan, and describes the general obligations associated with the technology licensing process. Substantive changes to this Policy, as long as consistent with Section 3.10 of the Bylaws of the Board of Regents, may be modified from time to time by the Vice President for Research in consultation with the President, with notice to the Regents.

The University recognizes and supports technology transfer as an integral component of the University's mission. Licensing of Intellectual Property rights to parties outside the University is one significant manner in which technology transfer is accomplished, and is the focus of this Policy. The objectives of technology transfer include the following: to facilitate the efficient transfer of knowledge and technology from the University to the private sector in support of the public interest; to support the discovery of new knowledge and technology; to attract resources for the support of

University programs; to provide services to University Employees to facilitate their efforts to carry out the University’s mission; and to promote local, state, and national economic development.

This Policy is applicable to all units of the University including its colleges, schools, departments, centers, institutes, and hospitals, and to all of its Employees. This Policy replaces the [1996 Revised Policy on Intellectual Property](#) (amended 2004) and, except as provided below, applies as of the date of this policy revision. The U-M Office of Research and U-M Tech Transfer are authorized to administer this Policy and to implement further rules and procedures within the framework provided herein to facilitate technology transfer and compliance with this Policy. Applicable law and the terms of specific sponsored research agreements and other contractual arrangements undertaken by the University or one of its units in good faith will govern where such agreements differ from the provisions of this Policy and have been approved by authorized University representatives. The University reserves the right to amend this Policy at any time, including with respect to current and former Employees.

II. Ownership of Intellectual Property

1. Intellectual Property made (e.g., conceived or first reduced to practice) by any person, regardless of employment status, with the direct or indirect support of funds administered by the University (regardless of the source of such funds) shall be the property of the University, except as provided by this or other University policy. Funds administered by the University include University resources, and funds for employee compensation, materials, or facilities. Rules in this Policy regarding ownership of copyrights are subject to ownership rules directly addressed in the University’s copyright ownership policy, entitled “Ownership of Copyrighted Works Created At or In Affiliation With the University of Michigan” or successor Policy that is approved by the Regents.
2. It is the obligation of Employees engaged in consulting and other activities with outside entities to ensure that their activities and agreements with third parties are not in conflict with the provisions of this Policy or other commitments involving the University. UMOR shall set and administer rules regarding the ownership of Intellectual Property made during outside employment activities (e.g., consulting). Employees should inform those outside parties with whom they make agreements of their obligations to the University.
3. The University generally will retain ownership of Intellectual Property produced by Employees while participating in sabbaticals or other external activities if they receive salary from the University for such activity. Exceptions to this rule may be approved by the Vice President for Research. It is the responsibility of any such Employee to seek review by his or her appointing department (or equivalent) and UMOR in advance of entering into any intellectual property ownership agreements that may be associated with these activities or where such Employee is receiving partial salary.
4. The University will not generally claim ownership of Intellectual Property created by students. (A “student” is a person enrolled in University courses for credit except when that person is an Employee.) However, the University does claim ownership of Intellectual Property created by students in their capacity as Employees. Such students shall be considered to be Employees for the purposes of this Policy. Students and others may, if agreeable to the student and Tech Transfer, assign their Intellectual Property rights to the University in consideration for being treated as an Employee Inventor under this Policy.
5. The University will own Intellectual Property made by a former University employee if the Intellectual Property was made both (1) with substantial University faculty guidance or University resources and (2) during activity directly relating to and closely following

employment. For example, if a graduate student researcher completes a research project and is no longer technically an Employee, and an invention is conceived during the creation of a dissertation or similar activity relating to the research involving faculty guidance, the University will own the patent rights related to the invention. This rule does not affect a graduate student's ownership of the copyright on the dissertation itself.

6. All Intellectual Property made under sponsored research agreements and material transfer agreements shall be owned by the University except where previously agreed otherwise in writing based on the circumstances under consideration. Such exceptions shall be approved and negotiated by UMOR; Intellectual Property subject to such an exception shall nevertheless be subject to the disclosure requirements of this Policy.
7. Trade and service marks not incorporating previously-existing University marks and that are related to University Intellectual Property and technology transfer activities are within the scope of this Policy as they are owned by the University, and will be managed by Tech Transfer. University marks, including the University of Michigan Seal, are governed by other University policy.

III. Invention Reporting

1. In order to comply with federal law, to identify and assess University Intellectual Property as an asset of the University, and to facilitate fair treatment of researchers, Employees have an obligation to cooperate reasonably with Tech Transfer. Employees have an obligation to report any University Intellectual Property promptly and completely to Tech Transfer; a report to Tech Transfer of a summary of the Intellectual Property shall satisfy this requirement unless additional information is requested by Tech Transfer. Employees shall use their best efforts to disclose the names of all Inventors and persons that might have contributed to the making of Intellectual Property. Employees and persons having knowledge of facts concerning inventorship issues, problems, or questions (even if they do not know the full implication of such facts) shall have a duty to raise such matters with Tech Transfer immediately upon knowledge of the same and facilitate resolution of the same.
2. Employees who believe that they have created patentable Intellectual Property not owned by the University shall not commercialize such inventions or file (or assist others to file) patent applications without providing at least thirty days notice and a brief written summary of the inventions and the circumstances of the inventions to Tech Transfer. Such disclosures shall not be required in situations where an Employee has a reasonable belief that (a) the Intellectual Property is a scholarly work (as defined in [University Copyright Policy](#)) or (b) the Intellectual Property is the result of work that is clearly and demonstrably outside both the Employee's field of work and the Employee's University responsibilities.

IV. Commercialization

1. It is the objective of Tech Transfer to diligently pursue the best opportunities to transfer UM Intellectual Property consistent with the missions of the University and for the public benefit. In consultation with Inventors, except as provided herein, Tech Transfer shall have authority for decisions concerning the route of commercializing or transferring a particular Intellectual Property, as well as the selection and use of outside resources, including outside legal counsel, to assist in commercialization.
2. Tech Transfer generally shall have authority for those agreements that are primarily transfer of University-owned (a) patent rights, (b) computer software and other copyrightable materials (such as electronic materials, written materials, and data) with any associated service

agreements, and (c) Tangible Materials. Responsibility for patent administration, including the retention of patent counsel, is shared by Tech Transfer and the Offices of the Vice President for Research and the General Counsel.

3. From time to time, parties may wish to donate intellectual property rights to the University. Decisions as to whether to accept such donations will be made by the Office of the Vice President for Development, Tech Transfer, and any involved University unit. The University generally will accept donations of intellectual property only where the rights are related to areas of technical or research interest for the University. Tech Transfer will be responsible for the assessment, protection and commercialization, as Tech Transfer deems appropriate, of intellectual property received by the University.
4. Tangible property, including models, devices, designs, computer programs and other software, cell lines, antibodies, recombinant materials, laboratory animals, chemical compounds, compositions, formulations, plant varieties, and records (“Tangible Materials”) that comprise University Intellectual Property may be distributed outside of the University consistent with applicable laws, policies, and existing license agreements. UMOR shall set and administer rules regarding transfers of Tangible Materials.

V. Revenue Distribution

1. Revenues generated by the licensing of University Intellectual Property provide a strong incentive for Employee participation in technology licensing and support further investment in research and technology transfer. The University shall share revenues received from commercialization efforts with all involved University Inventors, except as may otherwise be provided. UMOR shall set rules for instances where revenues are for the recovery of production expenses for applicable types of Intellectual Property (e.g., Tangible Materials). This Section V shall apply to new agreements entered into after January 1, 2007. This Policy does not apply to funds received as gifts or for sponsored research. Amounts from third parties for or related to research, service, sponsorship, and/or philanthropy are under no circumstances included within the scope of “revenues,” even if they are mentioned in the course of negotiating and drafting related tech transfer or research agreements.
2. After recovery of University Expenses, aggregate revenues resulting from royalties and sale of equity interests shall be shared as follows. The division of revenues are subject to change through appropriate University procedures.

Up to \$200,000:

 - 50% to the Inventor(s)
 - 17% to the Inventor’s department
 - 18% to the Inventor’s school or college
 - 15% to the central University administration

Over \$200,000 (and up to \$2,000,000):

 - 30% to the Inventor(s)
 - 20% to the Inventor’s department
 - 25% to the Inventor’s school or college
 - 25% to the central University administration

Over \$2,000,000:

 - 30% to the Inventor(s)
 - 35% to the Inventor’s school or college
 - 35% to the central University administration

For agreements entered into between July 1, 2004 and January 1, 2007:

Up to \$200,000:

50% to the inventor(s)

17% to the originating unit(s)

18% to the originating school, college, division or other responsibility center(s)

15% to the central administration

Over \$200,000 (and up to \$2,000,000):

30% to the inventor(s)

20% to the originating unit(s)

25% to the originating school, college, division or other responsibility center(s)

25% to the central administration

Over \$2,000,000:

30% to the inventor(s)

35% to the originating school, college, division or other responsibility center(s)

35% to the central administration

For agreements entered into between July 1, 1996 and July 1, 2004:

Up to \$200,000:

50% to the inventor(s)

25% to the originating unit(s)

25% to the originating school, college, division or other responsibility center(s)

Over \$200,000 (and up to \$2,000,000):

33 1/3% to the inventor(s)

33 1/3% to the originating unit(s)

33 1/3% to the originating school, college, division or other responsibility center(s)

Over \$2,000,000:

33 1/3% to the inventor(s)

66 2/3% to the originating school, college, division or other responsibility center(s)

For agreements effective before July 1, 1996:

Up to \$100,000:

50% to the inventor(s)

25% to the originating unit(s)

25% to the central administration

The second \$100,000:

40% to the inventor(s)

30% to the originating unit(s)

30% to the central administration

Over \$200,000:

33 1/3% to the inventor(s)

33 1/3% to the originating unit(s)

33 1/3% to the central administration

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