

# **MARSHALL UNIVERSITY RESEARCH CORPORATION**

## **A Principles and Policies Guide for Sponsored Research**

### **INTRODUCTION**

The Marshall University Research Corporation has prepared this Guide as a summary of selected fundamental principles and policies which govern the manner in which research is conducted at Marshall University and to facilitate and expedite the negotiation of research agreements between the Marshall University Research Corporation on behalf of Marshall University and sponsors.

### **MARSHALL UNIVERSITY RESEARCH CORPORATION**

The Marshall University Research Corporation is a 501(c)3 non-profit corporation affiliated with Marshall University, governed by a Board of Directors. The Marshall University Research Corporation serves as the coordinating office for externally funded research projects submitted by Marshall University. All proposals to external funding sources for sponsored projects must be submitted through the Marshall University Research Corporation and all awards received for sponsored research must be processed by the Marshall University Research Corporation.

All research agreements and related contractual agreements such as visiting scientist agreements, nondisclosure agreements, teaming agreements, material transfer agreements, etc. must be executed by an authorized official of the Marshall University Research Corporation and in the Corporation's legal name: "The Marshall University Research Corporation." Individuals, Departments or Organized Research Units may not directly enter into sponsored research agreements that legally bind the Marshall University Research Corporation or Marshall University.

### **SELECTED PRINCIPLES AND POLICIES GOVERNING RESEARCH AT MARSHALL UNIVERSITY**

**PURPOSE:** Routine tasks of a commonplace type that do not contribute to the advancement of knowledge or The University's mission will not be undertaken. The University will not place its facilities or services in competition with services performed by the private sector. Therefore, tests, studies, and investigations of a purely commercial character are undertaken only when University facilities and/or expertise are unique for those services and no satisfactory facilities or expertise for such services exist elsewhere or are not reasonably available to the sponsor.

### **PUBLICATION POLICY**

The University retains the right to publish and disseminate all work done under sponsored research projects and cannot accept or undertake any sponsored project that provides undue control over the timing or content of University publications, or which prohibits the publication of the results of the project, except with limited restrictions.

### **PATENTS AND OTHER INTELLECTUAL PROPERTY**

Title to inventions and discoveries, including copyrightable software, made or conceived by the University under a sponsored project is retained by the Marshall University Research Corporation. The Corporation will grant to the sponsor a time-limited first right to negotiate an exclusive or nonexclusive royalty-bearing license, whose terms will include the requirement that the sponsor shall bear the expense of securing and maintaining patent protection for any licensed invention or discovery. Two exceptions to this policy would be: 1) Federally funded research which would be governed by appropriate federal regulations regarding data rights and patent rights and 2) Research sponsored by nonprofit organizations,

Universities, or State Agencies in which the University would normally grant the sponsor a nonexclusive royalty free license to use such inventions and discoveries for internal purposes only.

As a State of West Virginia educational institution, The University is unable to enter into "works-for-hire" agreements in which the results of the research activities are owned by the sponsor.

#### **BEST-EFFORTS NATURE OF RESEARCH**

Because research results are unpredictable, The University performs its research activities on a "best efforts basis" with no stated warranties or guarantees. The Corporation will not accept contract provisions that require a warranty or guarantee of the results, provide for penalties due to failure to make progress by firm deadlines, or provide for withholding of payment if the sponsor is not satisfied with the results.

#### **USE OF THE UNIVERSITY'S OR CORPORATION'S NAME**

Under no circumstances shall a sponsor be permitted to use its name in any publication or other published announcement to state or imply that Marshall University or the Marshall University Research Corporation approves or endorses any product or service of the sponsor. Both the University and the Corporation also require that their names not be used in connection with any advertisement, press release, or other form of business promotion or publicity, or refer to a research agreement, without their prior written approval.

#### **INSURANCE INDEMNIFICATION**

As a public institution in the State of West Virginia, The University cannot indemnify. Each party must agree that it will be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts and omissions of the other party and the results thereof. Each party must agree that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees.

#### **TERMINATION**

In the event a funding agreement is terminated for any reason, the sponsor will be expected to reimburse the Corporation for all costs incurred to the date of termination and for all noncancellable obligations.

#### **GOVERNING LAW**

As an institution of the State of West Virginia, the Marshall University Research Corporation cannot accept a provision that provides that the agreement is governed by the laws of another state.