



## TULANE UNIVERSITY

<b>Policy Title</b>	Intellectual Property Policy
<b>Responsible Executive(s) (RE) (Senior VP)</b>	Senior Vice President for Academic Affairs & Provost Senior Vice President for Research
<b>Responsible Office(s) (RO)</b>	Office of Academic Affairs and Provost; Office of Research (including Office of Intellectual Property Management and Sponsored Projects Administration); Tulane University Libraries
<b>Primary Point of Contact from RO</b>	Executive Director, Office of Intellectual Property Management
<b>Contact Information (email and phone)</b>	<a href="mailto:oiipm@tulane.edu">oiipm@tulane.edu</a> ; (504) 988-6962
<b>Date Proposed</b>	May 5, 2025
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<b>Effective Date</b>	August 1, 2025

Permanent

Temporary

### 1.0 POLICY STATEMENT

Creativity and innovation are manifested in fields as diverse as science, technology, literature, the humanities, and the fine and applied arts. Intellectual property law facilitates relationships related to the fruits of this creativity and innovation and provides incentives to create and invent and to make such fruits public. This Intellectual Property Policy (“Policy”) is designed to encourage and support creativity and innovation by the entire Tulane community and to state principles describing how the fruits of such activities may be enjoyed consistent with the pursuit of intellectual freedom and the educational mission of the University.

To help guide the University community, the Senior Vice President for Academic Affairs and Provost may occasionally provide hypothetical examples showing how the Policy would be applied in different situations. The wide variety of activities that occur at an institution like Tulane nonetheless may lead to novel situations where questions may arise over how to apply the Policy. In those situations, in accordance with Section 8.1.11 of this Policy, the Senior Vice President for Academic Affairs and

Provost or his or her designee(s), as appropriate, may work with the University Senate Committee on Research to provide a recommendation on the Policy's application consistent with the Policy's objectives and the University's mission as an academic and research institution.

## **2.0 PURPOSE AND SCOPE**

The purpose of this Policy is to define the respective interests of the University, Faculty, Employees, and Students in the various kinds of Intellectual Property Rights that arise every day through the normal course of University activities. While defining interests in Intellectual Property Rights is a primary purpose of the Policy, it also is intended to meet several other objectives:

- a) Encouraging creative and innovative endeavors of all members of the University community;
- b) Facilitating the dissemination and use of the findings of research, scholarship, and artistic endeavors conducted at the University so as to maximize the benefit to the public;
- c) Clarifying relationships among the University, Faculty, Employees, Students, and outside sponsors, collaborators, and licensees; and
- d) Providing, where applicable, for equitable distribution of the benefits that may result from the commercial exploitation of University-owned Intellectual Property Rights.

## **3.0 APPLICABILITY OF THIS POLICY**

### **3.1. Individuals**

This Policy applies to and is a condition of employment, enrollment, attendance, support, or any other relationship with the University, as applicable, of all of the following persons:

- a) Employees (whether Faculty, Staff, and/or Students);
- b) Students;
- c) Visiting Scholars, Residents and Fellows, including Postdoctoral Fellows, of the University (each, as such term is defined in the relevant University Handbook);
- d) any other person who uses University Facilities, funding provided by or through the University, and the services of University Employees other than Faculty, or is aided by Employees or by funds administered by the University; subject always to Section 8.1.8 of this Policy;
- e) any other person who is working at the University by virtue of a grant from, or contract with, the University or a third party (whether governmental, private or otherwise) subject always to Section 8.1.8 of this Policy; and
- f) any other person, upon written agreement to such effect between such person and the University, executed on behalf of the University by the Senior Vice President for Academic Affairs and Provost or his or her designee(s), as appropriate.

### **3.2. Existing Intellectual Property Rights**

This Policy applies only to Intellectual Property Rights coming into existence on or after August 1, 2025,

unless otherwise agreed to as provided in Section 8.1.10 of this Policy.

#### 4.0 WEBSITE ADDRESS FOR THIS POLICY

[Enterprise Risk Services will add the web address of the policy after it is added to the policy library.]

#### 5.0 CONTACTS

Subject	Contact	Telephone	E-mail/Web Address
Intellectual Property	Executive Director, Office of Intellectual Property Management	(504) 988-6962	<a href="mailto:oiptm@tulane.edu">oiptm@tulane.edu</a>

#### 6.0 CONTENT

[Enterprise Risk Services will add the table of contents for the policy once the draft is finalized.]

#### 7.0 DEFINITIONS

Words and phrases used in this Policy have their ordinary meanings, unless specifically defined in the Policy, including:

7.1. "Academic and Creative Works" means copyrightable pedagogical, literary, scholarly, and artistic works of authorship, regardless of their form of expression, as long as it is fixed in any tangible form of medium of expression. Examples include books, textbooks, academic papers, articles, poetry, music, choreography, sound recordings, visual artistic works, and audio-visual works. Academic and Creative Works exclude Course Materials, Digital Courses, Tangible Research Materials, Technology and Research Results, and University Materials.

7.2. "Allowable Deduction" has the meaning set forth in Section 5.2(c) of this Policy.

7.3. "Contributed Materials" means any Academic and Creative Works, Course Materials, or other Intellectual Property Rights owned by any Faculty who elects to participate in the creation of Digital Courses that such Faculty elects to incorporate into Digital Courses, or on which such Faculty elects to base such Digital Courses. Contributed Materials include materials already created or newly created materials that would qualify as Academic and Creative Works or Course Materials if such works or materials were created first outside a Digital Course context.

7.4. "Course Materials" means those copyrightable works created for, or in connection with, the delivery or provisioning of classroom instruction and courses offered by the University (such as course outlines, lecture notes, course notes, problem sets, creative content of syllabi, and slide presentations), but excluding University Materials, Tangible Research Materials, and Technology and Research Results.

7.5. "Digital Courses" means (a) courses, classes, and course modules created for, or in connection with, the delivery or provisioning of instruction offered by the University through

primarily online or means other than traditional classroom teaching, and (b) all content (including multi-media content) or similar works created for, or in connection with, the delivery or provisioning of instruction offered by the University through online or means other than traditional classroom teaching, in each case excluding Contributed Materials.

7.6. "Employee" means a full-time or part-time employee of Tulane University (whether Faculty, Staff, or Students), in their capacity as such.

7.7. "Faculty" means an Employee who meets the definition of "faculty member" in the University Faculty Handbook, in their capacity as such.

7.8. "Gross Proceeds" has the meaning set forth in Section 8.3.2(c) of this Policy.

7.9. "Incidental Use of University Resources" means ordinary use of those resources customarily made available to Employees or Students, consistent with their status, which may include office space, use of library facilities, access to information technology systems, and/or secretarial support.

7.10. "Intellectual Property Rights" means any and all proprietary rights in tangibles and intangibles, however denominated or created, including but not limited to rights in inventions, patents, copyrights, works, mask work rights, trademarks, trade secrets, right of publicity, methods, software, data, databases, and database rights.

7.11. "Net Income" has the meaning set forth in Section 8.3.2(c) of this Policy.

7.12. "OIPM" means the Office of Intellectual Property Management.

7.13. "Policy" has the meaning set forth in the Introduction above.

7.14. "Student" means a person enrolled in a course of study, full-time or part-time, in any division of Tulane University, its schools or colleges, in respect only in their capacity as such.

7.15. "Staff" means Employees who are not Faculty or Students, in their activities as such.

7.16. "Student Work" means all materials produced by Students, in their capacity as a Student, including papers, responses and answers to assignments, essays, theses, dissertations and other scholarly, artistic creative works, but excluding any University Materials, Tangible Research Materials, and Technology and Research Results.

7.17. "Tangible Research Materials" means tangible items created in the course of research projects or pursuant to grants, sponsored research, or other sources of research funding administered by the University, including living organisms, cell lines, or other research materials.

7.18. "Technology and Research Results" means any invention, discovery, development, advancement, creation, software, mask work, tool, data, database, device, machine, or other technology that (a) results from more than Incidental Use of University Resources or (b) is created in the course of or pursuant to grants, sponsored research, or other sources of research funding administered by the University.

7.19. "University" means the Administrators of the Tulane Educational Fund.

7.20. "University Facilities" means facilities owned, operated, or controlled by or on behalf of the University.

7.21. "University Materials" means works and other materials:

- a) specifically commissioned by the University, with an agreement in writing to transfer ownership to the University, including work by independent contractors
- b) created by any Employee in the course of their employment, unless expressly disclaimed as not owned by the University in this Policy other than Academic and Creative Works or Course Materials;
- c) created or supported through more than Incidental Use of University Resources (such as grant funds); or
- d) created at the direction and supervision of the University.

7.22. "University Resources" means University Facilities, funding provided by or through the University, and the services of University Employees other than Faculty.

7.23. "University Trademark" means any trademark, service mark, trade name, or other identifier relating to the University, its activities or its products, whether registered or unregistered.

## **8.0 POLICY AND PROCEDURES**

### **8.1. INTELLECTUAL PROPERTY OWNERSHIP**

In general, and without prejudice to any of the specific provisions contained herein, the University and every person to whom this Policy applies as provided in Section 3.1, agree that all rights, title and interests in and to all Intellectual Property Rights created by such persons in their activities as a covered individual shall be the property of the University, except as otherwise provided in this Policy.

#### **8.1.1. Academic and Creative Works**

The University recognizes and affirms the tradition in higher education that Academic and Creative Works created by Faculty are owned by the Faculty creating such works, regardless of whether such Academic and Creative Works were prepared by such Faculty within the scope of his or her employment with the University (i.e., the University hereby disclaims any right to such work as work-for-hire).

The Faculty creating any Academic and Creative Work will and hereby does grant to the University a perpetual, irrevocable, worldwide, non-exclusive, sublicensable, royalty-free license to reproduce, prepare derivative works based upon, distribute copies of, publicly display or perform, digitally transmit, or otherwise use such Academic and Creative Works for non-commercial administrative purposes only, though such Academic and Creative Works remain subject to other more general legal or customary principles applicable to fair use, whether in the University or elsewhere. The above license does not include a royalty-free license to use or to reproduce a published book for classroom or library use, or other commercial purposes.

#### **8.1.2. Student Works**

Intellectual Property Rights in Student Work are owned by the Student creating such work. The Student creating any Student Work will and hereby does grant to the University a perpetual, irrevocable, worldwide, non-exclusive, sublicensable, royalty-free license to reproduce, prepare derivative works based upon, distribute copies of, publicly display or perform, digitally transmit, or otherwise use such Student Work for non-commercial administrative purposes only.

#### 8.1.3. University Materials and University Trademarks

The University owns all Intellectual Property Rights in University Materials and the University Trademarks. No person or entity may use any University Trademark without the express written consent of the University and, if such consent is given, only in accordance with any and all restrictions and guidelines pertaining to such use as provided by the University. Such requests for consent will be granted solely in the University's discretion. No individual covered by this Policy as described in Section 3.1, above, will take any steps to secure any University Trademark to himself or herself or to any other person, whether by use or registration, without the express written approval of an authorized officer of the University.

#### 8.1.4. Course Materials

Subject to Section 8.1.10, Course Materials created by Faculty are owned by the Faculty creating such copyrightable works, regardless of whether such Course Materials were prepared by such Faculty within the scope of his or her employment with the University (i.e., the University hereby disclaims any right to such work as work-for-hire).

The Faculty creating any Course Materials will and hereby does grant to the University a perpetual, irrevocable, worldwide, non-exclusive, sublicensable, royalty-free license to reproduce, prepare derivative works based upon, distribute copies of, publicly display or perform, digitally transmit, or otherwise use such Course Materials for non-commercial administrative purposes only. (including, but not limited to, the use for accreditation bodies, departmental curriculum planning, and archiving.)

In extraordinary cases, following the loss of services of Faculty or where Faculty is unable to continue to teach their course during the semester or within the academic year, Faculty will and hereby does grant to the University a one-year irrevocable, worldwide, non-exclusive, sublicensable, royalty-free license to reproduce, prepare derivative works based upon, distribute copies of, publicly display or perform, digitally transmit, or otherwise use such Course Materials as reasonably required to continue the University's course offerings. The one-year period begins on the date of the loss of services of the Faculty or where Faculty is unable to continue to teach their course.

The above licenses are in addition to any rights that may be granted under the second paragraph of Section 8.1.5, if such Course Materials are also Contributed Materials. Unless rights have been granted by Faculty to the University under the second paragraph of Section 8.1.5 or by written agreement, University will not include Course Materials as Contributed Materials for a Digital Course without consent of the Faculty creating such Course Materials.

#### 8.1.5. Digital Courses

The University owns all Intellectual Property Rights in Digital Courses (but not any Contributed Materials). Faculty may elect whether to receive attribution for their participation in or contribution to Digital Courses.

Unless otherwise agreed in a written agreement, when participating in the creation of Digital Courses, Faculty will and hereby does grant to the University a perpetual, irrevocable (regardless of whether Faculty affiliation with the University thereafter ceases), worldwide, sublicensable, royalty-free license to reproduce, prepare derivative works based upon, distribute copies of, publicly display or perform, digitally transmit, or otherwise use any Contributed Materials in connection with Digital Courses. Subject to Section 8.1.6, Faculty will retain the right to use the Contributed Materials. The University may make changes to Digital Courses or Contributed Materials as it determines, consulting, where appropriate and possible, with Faculty who participated in the creation of such Digital Courses or Contributed Materials.

#### 8.1.6. Conflict of Interest

While employed at the University, Faculty must comply with the University's Conflict of Commitment and Interest Policy and inform the Dean before using the Course Materials and Contributed Materials in any course outside the University to help ensure the teaching of the course does not create a conflict of interest or conflict of commitment with Faculty's obligations to the University. Faculty must comply with the University's Conflict of Commitment and Interest Policy and inform the Dean before using the Course Materials and Contributed Materials in a course outside the University, in order to help ensure the teaching of the course does not create a conflict of interest or conflict of commitment with Faculty's obligations to the University.

Faculty who leave the University no longer have the limitation or conflict of interest but may not use Digital Courses without express written permission from the University.

#### 8.1.7. Technology and Research Results and Tangible Research Materials

The University owns all Intellectual Property Rights in Technology and Research Results and in Tangible Research Materials.

#### 8.1.8. Grants and Other Obligations to Third Parties

Notwithstanding anything to the contrary in this Policy, if any grant, sponsored research agreement or other obligation of the University requires the University to treat ownership or other rights in specific Intellectual Property Rights differently than as set forth in this Policy, then the terms of those obligations govern the interests in those specific Intellectual Property Rights.

#### 8.1.9. Ownership of University IP

Any person to whom this Policy applies hereby assigns all their rights, title and interests to all Intellectual Property Rights that are, under this Policy, owned by the University. This assignment is a condition of any such person's employment by or affiliation with the University.

#### 8.1.10. Ownership Variation by Written Agreement

The University and any person(s) to whom this Policy applies may alter or waive its application in any particular circumstance by a written agreement executed on behalf of the University by the Senior Vice President for Academic Affairs and Provost or his or her authorized designee(s), as appropriate.

#### 8.1.11. Ownership Developments Not Contemplated by the Policy

Certain activities at the University may result in works, inventions, technologies, research results, or other developments that are not fully contemplated by this Policy. When a situation arises where ownership is unclear, OIPM will make an initial determination regarding intellectual property ownership in any such development by applying the following principles, in the following order:

First, it will consider the terms of any applicable grant, research agreement, or other obligation of the University;

Second, it will consider whether the development falls within the core of the University's mission as an institution of higher learning and research;

Third, it will consider the extent to which University Resources support the acquisition, creation, or maintenance of the development;

Fourth, it will consider the activities in which the person(s) creating the development were acting; and

Fifth, it will consider whether the development is akin to a matter to which the University has traditionally ceded ownership.

If the persons disclosing the matter or the Senior Vice President for Academic Affairs and Provost (or his or her designee(s) as appropriate), do not accept the initial determination of ownership, the University Senate Committee on Research will review the initial determination of ownership of OIPM and either confirm that determination or provide its own recommendation as to application of the Policy. Following consideration by the University Senate Committee on Research, the Senior Vice President for Academic Affairs and Provost may make a final determination regarding the University's ownership in the disclosed matter. The University Senate Committee on Research may act through a subcommittee appointed to advise on interpretation of the Policy.

## **8.2. PROTECTION OF INTELLECTUAL PROPERTY**

### **8.2.1. Disclosure Requirement**

Any potentially patentable inventions or other potentially valuable Intellectual Property Rights in Technology and Research Results or Tangible Research Materials are to be disclosed to the University on a timely basis by those principally responsible for their creation. In general, no disclosure requirement exists for Academic and Creative Works or Course Materials.

### **8.2.2. Disclosure Procedures**

- e) Any disclosure is to be made to the OIPM as soon as reasonably practicable but prior to any public disclosure. The disclosure should be made on forms provided by OIPM on its website. Those making a disclosure are expected to cooperate with the reasonable requests of OIPM personnel for additional information.
- f) If a question exists as to whether the University has, or may assert, any ownership interest in a disclosed matter, OIPM will make an initial determination of ownership pursuant to Section 8.1.11. If that initial determination is not accepted, and further information is required for consideration of ownership is sought, the time periods for OIPM in Sections 8.2.2(c) and 8.2.2(d) will not commence until a final determination is made or accepted that

the University has some ownership interest in that disclosed matter.

- g) OIPM will notify any person making a disclosure whether the University will retain the Intellectual Property Rights in the disclosure or whether the University wishes to waive and release its ownership rights pursuant to Section 8.1.10. Such notification may be requested by the person making a disclosure at any time after delivery of a complete disclosure, and if so requested, will be given no more than ninety (90) days after the making of the request. If OIPM cannot provide such notification within the ninety (90) day period, it will inform the requestor(s) in a timely manner. Any disputes regarding this notification will be handled in accordance with Section 8.4.2, below.
- h) Subject to any rights third parties, including but not limited to those described in Section 8.1.8, may have in such Intellectual Property Rights or unless otherwise agreed to by the University and the person(s) making the disclosure, any person(s) making a disclosure to the University may obtain an assignment of Intellectual Property Rights in a disclosure:
  - i. If the person(s) making the disclosure provides OIPM with evidence of a potential commercialization partner for the Intellectual Property Rights and the determination of the University's interest in such partner opportunity has not occurred within six months of such evidence being provided; or
  - ii. If, with respect to patentable Intellectual Property Rights that have been publicly disclosed, OIPM does not complete its determination of the University's interest in such Intellectual Property Rights within six months of OIPM becoming aware of the public disclosure.

### 8.2.3. Protection of Intellectual Property Rights

OIPM will decide on a protection plan, including whether to submit patent applications to obtain registered patents, in any Intellectual Property Rights owned by the University. Those subject to this Policy must reasonably cooperate with OIPM's efforts to obtain any such protection.

### 8.2.4. Commercialization or Other Transfers

OIPM will decide whether, and the manner in which, University-owned Intellectual Property Rights in Technology and Research Results and/or Tangible Research Materials may be commercialized or otherwise shared with others. In doing so, OIPM will consider the recommendations of those who participated in the creation of any such rights or materials, as well as the requirements of law or other obligations of the University including pre-existing agreements arising from any grant, company, previous university or sponsored research agreement.

## 8.3. DISTRIBUTION OF INCOME FROM INTELLECTUAL PROPERTY RIGHTS

### 8.3.1. Eligibility

Royalties and other revenue derived from the commercialization of University-owned Intellectual Property Rights in Technology and Research Results and Tangible Research Materials may be shared by the University with certain persons who contributed to its creation. The creator, or the estate of the creator, will continue to be entitled to this share, notwithstanding his or her death or the termination of his or her employment at the University.

- a) For University-owned Intellectual Property Rights in Technology and Research Results or Tangible Research Materials, which the University intends to commercialize, OIPM will identify those individuals who made creative contributions to the Intellectual Property Rights that may generate the royalties and revenue, and who are the individuals potentially entitled to share in them.
- b) OIPM will work with the individuals identified in 5.1(a), above, to determine the appropriate distribution of royalties and other revenue. The determined distribution will then be memorialized in a Revenue Sharing Agreement to be executed by each of the identified individuals and a representative of the University.

### 8.3.2. Distribution of Income Derived From Intellectual Property Rights

- a) With respect to Net Income actually received by the University from the commercial exploitation of University-owned Intellectual Property Rights in Technology and Research Results and Tangible Research Materials dominated by patent rights, the University will share one-half of the Net Income with the inventor(s) of those patents for the life of those patents. In the event that there is more than one inventor on a patent, OIPM and the inventors will determine the relative contribution of each inventor and the one-half share of Net Income will be divided among them on pro rata basis. The determined distribution will then be memorialized in a Revenue Sharing Agreement to be executed by each of the identified individuals and a representative of the University.
- b) With respect to the Net Income actually received by the University from the commercial exploitation of University-owned Intellectual Property Rights in Technology and Research Results and Tangible Research Materials, other than patents, the University may share any such Net Income in a manner to be determined, in its discretion. Factors the University may consider in deciding whether, and how much, to share with certain individuals may depend on, among other things, the nature of the work or rights, the extent to which University Resources were used to create the work or will be used to maintain it, whether creating the work was specifically part of a person's work function, the nature of the commercialization opportunity itself, and the extent of a person's contribution.
- c) "Net Income" is Gross Proceeds less Allowable Deductions. "Gross Proceeds" means those royalties, licensing fees or other payments or consideration (such as equity interests) actually received by the University directly attributable to the sale, licensing or other exploitation of Intellectual Property Rights in Technology and Research Results and Tangible Research Materials, excluding, among other things, any research or other funding earmarked for the furtherance of research at the University. "Allowable Deduction" means: (i) all direct expenditures made for the purpose of protecting or exploiting the Intellectual Property Rights in Technology and Research Results and Tangible Research Materials for which the sums are received and (ii) fifteen percent (15%) of the remaining Gross Proceeds, following deduction of any amounts allowed in (i), to support OIPM.
- d) The amount of any Allowable Deduction for the support of OIPM is to be used for, among other things, the following purposes:
  - i. to pay for any current and accumulated liabilities incurred on behalf of the Office;

- ii. to pay the annual operating expenses of OIPM; and
  - iii. to support a seed research fund under the direction of the University Senate Committee on Research if OIPM liabilities and expenses are otherwise paid.
- e) The University's share of Net Income is to be allocated as follows:
- i. Fifteen percent (15%) within any fiscal year will be distributed to the Senior Vice President for Academic Affairs and Provost to support education and research.
    - 1) Seventy percent (70%) of the remainder is to be distributed to the dean, director or equivalent administrator. The appropriate dean, director or equivalent administrator will be of the school or center in which the individual creator of the intellectual property has his or her appointment and/or employment. If the individual creator has an appointment and/or is employed at more than one school or center, the University's share will be distributed between the two schools or centers in proportion to their respective contributions to the individual creator's salary. If the intellectual property concerned has been jointly created by individuals appointed and/or employed at different schools or centers, the University's share will be distributed between the two schools or centers in the same proportion as the one-half share of the joint creators.
    - 2) Thirty percent (30%) of the remainder is to be distributed to the departments or sections of the individuals entitled to a share in the Net Income to support education and research, as determined by the Senior Vice President for Academic Affairs and Provost, in consultation with the appropriate deans or directors. The University's intention is to support education and research led by those individuals entitled to a share in the Net Income.

### 8.3.3. Other University-Owned IP

The University is under no obligation to share any proceeds from the exploitation of any other Intellectual Property Rights or matter. This includes Digital Courses, University Materials, University Trademarks, and Tangible Research Materials. The University may, in its sole discretion, decide to share such proceeds in certain instances. Any such action will not create any precedent or right to share in any other instance.

## 8.4. PROCEDURES AND ADMINISTRATION OF POLICY

### 8.4.1. Generally

The Senior Vice President for Academic Affairs and Provost or his or her designee is responsible for the implementation and administration of this Policy. In cooperation with the General Counsel and the Office of Academic Affairs, these offices will develop, disseminate and implement additional policies and procedures relating to Intellectual Property Rights. In addition, they are responsible for:

- a) assisting in the identification of protectable Intellectual Property Rights;
- b) coordinating the process of seeking appropriate protection of Intellectual Property Rights, and assisting Faculty, Employees and Students in this regard; and

- c) respecting the interests of the creators of Intellectual Property Rights and ensuring that they are reasonably apprised of developments in the process of obtaining protection, and carrying out the exploitation or development of Intellectual Property Rights.

#### 8.4.2. Resolution of Disputes

Except as provided in Section 8.1.11, any disputes arising under this policy, between the University and any person to whom this policy applies, shall in the first instance be referred to, and considered by, the Senior Vice President for Academic Affairs or his or her designee(s), as appropriate. If the dispute is not resolved thereby, it shall be referred to, and considered by, the University Senate Committee on Research, which shall report its findings and recommendations to the President or the President's designee.

#### 8.4.3. Allocation of Rights

The University (on one hand) and any Faculty, Employees, Students and other persons to whom this Policy applies (on the other hand), subject to the procedures set forth in Sections 8.1.11 and 8.4.2 of this Policy, may contractually agree to a different allocation of Intellectual Property Rights that may override specific provisions in this Policy if expressly set forth therein.

### **9.0 CONSEQUENCE OF VIOLATING THE POLICY**

Violation of this Policy may result in disciplinary action, up to and including termination and/or criminal prosecution.

#### **APPENDIX I**

[FAQs for Tulane University's Intellectual Property \(IP\) Policy](#)

[Policies on Conflicts of Commitment and Interest](#)

#### **APPENDIX II**

[Intellectual Property Policy - Prior to August 1, 2025](#)