

# Intellectual Property Policy: Quick Facts



## What is Intellectual Property?

Intellectual Property (IP) is broadly defined to include inventions, discoveries, know-how, show-how, trade secrets, processes, unique materials, tangible results of research, copyrightable works, original data, and other creative or artistic works.

### Examples of Patentable Subject Matter:

- Therapeutics and diagnostics
- Medical devices
- Manufacturing and process innovations
- Digital health tools
- Research tools

## What activities are covered by the IP Policy?

- Conception or reduction to practice of an invention or trade secret
- Preparation of a copyrightable work (excluding Traditional Academic Works such as manuscripts, textbooks, and dissertations)
- Contribution to research that has tangible results
- Contribution to the creation of any type of IP

### Examples of Copyrightable Works:

- Software and code
- Educational and training materials
- Research-related documentation
- Databases

## To whom does the IP Policy apply?

Employees, students, and visitors of the MUSC Enterprise (which includes the University, MUSC Health, and MUSC affiliate organizations) are bound by the MUSC IP Policy and are required to disclose any IP to the Zucker Institute for Innovation Commercialization (ZI), the organization responsible for commercialization of MUSC's IP.

### EMPLOYEE



Employee means full-time and part-time faculty (of all ranks and status as outlined in the MUSC Faculty Handbook) and all levels of full-time and part-time staff employed by the MUSC enterprise.

MUSC is entitled to claim ownership of IP made in the field in which the Employee is engaged in the MUSC enterprise or which is made with the use of MUSC resources.

### STUDENT



Student means full-time and part-time students of all levels including those in training, such as post-doctoral fellows and residents.

Students will maintain their IP rights in their creations unless the IP was created, conceived, or reduced to practice from research at MUSC, using MUSC resources, or with one or more persons obligated to assign their rights to MUSC.

### VISITOR



Visitors are all persons who are using MUSC resources but are not considered Employees or Students.

MUSC is entitled to claim ownership rights for IP created with MUSC resources. However, the visitor shall share in any proceeds derived there from in accordance with MUSC's IP Policy and other preexisting commitments the visitor may have.

## If my IP is successfully licensed, how do I get paid?

Creator(s) get a percentage of Net Proceeds received by ZI from the licensing of intellectual property.

Creator(s) receive 100% of the first \$10,000 in Net Proceeds received. After that, Creator(s) receive 34% of Net Proceeds, and the remaining amount is split according to the table below.

Net Proceeds	Creator(s)	Zucker Institute	MUSC Enterprise*
< \$10,000	100%	0%	0%
> \$10,000	34%	33%	33%

\*based on creator's employer entity

**"Net Proceeds"** is the net amount received by ZI, after deduction of all costs reasonably attributable to protection and distribution of IP (e.g., expenses for patent or trademark prosecution, marketing or other dissemination and licensing).

The **MUSC Enterprise** share is based on the Creator's employer entity (e.g., University, MUHA, MUSCP, MCP). If the Creator is employed by the University, the MUSC Enterprise's share goes to the Creator's College.

## Example calculation of a distribution for one Creator beyond the first \$10,000 in Net Proceeds:

To calculate Net Proceeds, we subtract the expenses attributable to protecting IP (\$5,000 in patent expenses as an example) from the total license revenue received by ZI.

**Net Proceeds** = \$20,000 - \$5,000 = \$15,000

Next, we calculate the **distribution** between the **Creator, ZI, and the MUSC Enterprise**.

**ZI's Share** = \$15,000 x 33% = \$4,950

**MUSC Enterprise's Share** = \$15,000 x 33% = \$4,950

**Creators' Share** = \$15,000 x 34% = \$5,100

**License Revenue Received** = \$20,000  
**Patent Expenses** = \$5,000  
**ZI** = \$4,950  
**MUSC Enterprise** = \$4,950  
**Creators** = \$5,100



**What if the money received is attributable to more than one piece of IP?**

The Net Proceeds will be equally split between each piece of IP.

**What if there is more than one Creator?**

The proceeds will be split amongst them equally, unless otherwise agreed to by all Creators in a Revenue Distribution Agreement.

**What if there is a Creator from another institution?**

The Zucker Institute will enter into an Inter-Institutional Agreement with the other institution outlining the split of funds between institutions.

