INSTITUTIONAL POLICY: GA-39

Category:	General Administration
Subject:	Intellectual Property
Effective Date:	October 30, 2026
Last Updated:	N/A

GA 39-1. Authority

W. Va. Code § 18B-1-6

GA 39-2. Purpose

The purpose of this document is to establish the ownership, management, and protection of intellectual property created by faculty, staff, students, visiting scholars, and other individuals participating in academic, research, or creative activities at WVSOM. This policy is intended to: promote the creation and dissemination of scholarly and creative works; clarify ownership rights and responsibilities; ensure compliance with federal, state, and sponsor requirements; and, encourage innovations and commercialization where applicable.

GA 39-3. Applicability and Scope

This policy applies to all creators who use WVSOM time, funds, resources, or facilities, regardless of physical location.

GA 39-4. Definitions

4.1 "Creator" means any faculty member, staff member, student, visiting scholar, or other individual who produces intellectual property while affiliated with WVSOM.

4.2 "Intellectual Property (IP)" means all forms of patented or unpatented inventions, improvements, copyrightable works, copyrightable software, copyrights, registered and unregistered trademarks, inventions, discoveries, patents, software, data sets, multimedia, instructional materials, artistic works, trade secrets, and other creations resulting from scholarly, research, or creative activity.

4.3 "Scholarly or Creative Works" means textbooks, book chapters, journal articles, syllabi, course materials, artistic creations, and other works of academic or artistic expression.

4.4 "Institutional Works" means works created as part of an employee's assigned institutional duties or as specifically commissioned by WVSOM.

4.5 "Works" means any works included in the definitions of "Scholarly or Creative Works" and "Institutional Works".

4.6 "WVSOM Resources" means materials, facilities, grant funding or other forms of research or grant sponsorship; salary and time supported by salary or funding or other compensation; resources such as laboratories, services, equipment, data, software, technology hardware, or materials; or other resources available to WVSOM employees.

4.7 "Sponsored Research" means activities supported by external funding under grants, contracts, or agreements involving obligations related to deliverables or IP rights.

GA 39-5. Ownership of Intellectual Property

5.1 Except as expressly provided in this policy or in a written agreement approved by WVSOM, all IP conceived, created, reduced to practice, or developed, in whole or in part, through the use of WVSOM Resources, within the scope of assigned duties, or in connection with WVSOM-administered activities shall be owned by WVSOM.

5.2 WVSOM-Owned Intellectual Property

5.2.1 WVSOM owns all right, title, and interest in IP that:

5.2.1.1 is created within the scope of an individual's employment, appointment, or assigned duties, including directed projects;

5.2.1.2 is created with the use of substantial WVSOM Resources;

5.2.1.3 arises from, or is related to, sponsored research, grants, contracts, material transfer agreements, or other externally funded or WVSOM-administered agreements that allocate ownership to WVSOM; or,

5.2.1.4 is developed during sabbaticals, leaves, external professional activities, or following separation from WVSOM when such IP is closely related to work performed at WVSOM and involved substantial WVSOM Resources or faculty supervision.

5.2.2 Any exception to WVSOM ownership must be approved in advance and in writing by the President of WVSOM.

5.3 Creator-Owned Intellectual Property

5.3.1 Subject to WVSOM's retained rights under this policy, Creators retain ownership of IP that:

5.3.1.1 is created outside the scope of assigned duties; and,

5.3.1.2 is developed without more than incidental or insignificant use of WVSOM Resources.

5.3.2 Incidental or insignificant use includes ordinary use of office space, libraries, standard computing equipment, networks, and similar commonly available resources, but does not include the use of specialized laboratories, equipment, funding, personnel, or facilities.

5.3.3 Creator-Owned IP cannot use WVSOM branding, confidential information, or WVSOM-owned data in commercialization unless approved by the Intellectual Property Committee.

5.4 Jointly Owned Intellectual Property

5.4.1 IP may be jointly owned by WVSOM and one or more Creators when both WVSOM and the Creator(s) make substantial and independent intellectual or resource contributions not encompassed within ordinary employment or academic responsibilities. Join ownership shall be determined by WVSOM based on applicable law and documented in writing.

5.5 Student Intellectual Property

5.5.1 Students generally retain ownership of IP created solely in the course of academic coursework or independent scholarly activities that are developed without more than incidental or insignificant use of WVSOM Resources.

5.5.2 Notwithstanding Paragraph 5.5.1, WVSOM owns student-created IP, when the IP: (i) is created by a student acting within the scope of employment or independent contractor relationship as a student-employee or student-contractor; (ii) is developed using substantial WVSOM Resources; or (iii) arises from sponsored research or other agreements assigning ownership to WVSOM.

5.5.3 Regardless of ownership, students grant WVSOM a perpetual, nonexclusive, worldwide, royalty-free license to use student-created IP for institutional, educational, accreditation, compliance, and administrative purposes.

5.6 Sponsored Research and Agreements

5.6.1 All IP created under sponsored research agreements, contracts, grants, or material transfer agreements administered by WVSOM shall be owned by WVSOM unless otherwise expressly provided in a written agreement approved by WVSOM. All such IP remains subject to the disclosure and compliance requirements of the policy.

GA 39-6. Disclosures

6.1 Duty to Disclose

Creators must promptly disclose IP to the Intellectual Property Committee, as defined below, as necessary to determine ownership, comply with law and contractual obligations, and evaluate protection or commercialization.

6.2 Disclosure Triggers

Disclosure is required when IP: (i) results from Sponsored Research or other agreement administered by WVSOM; (ii) involves more than incidental use of WVSOM Resources; (iii) may be owned, in whole or in part, by WVSOM under this policy; (iv) is intended for, or reasonably may result in, commercialization or public dissemination; or (v) may give rise to obligations to sponsors, collaborators, or other third parties.

Routine use of WVSOM Resources alone does not require disclosure unless another trigger applies.

6.3 Disclosure Requirements and Cooperation

Disclosures shall be made in writing and shall identify the IP, funding sources, and all Creators and any third-party contributors. Creators must provide additional reasonable information and execute any documents required for WVSOM to evaluate, protect, or manage the IP, and must promptly raise any inventorship, authorship, or ownership concerns upon becoming aware of them. Disclosure shall be made prior to any process of commercialization.

Creators who believe IP they have created is not owned by WVSOM shall not commercialize, assign, license, or seek protection for such IP without first providing written notice and a summary to the Intellectual Property Committee and allowing a reasonable review period of not less than thirty (30) days.

6.4 Institutional Review

The Intellectual Property Committee shall review disclosed IP to assess ownership, compliance obligations, and protection or commercialization strategy. In the event that disclosed IP was created utilizing WVSOM Resources, in whole or in part, WVSOM retains sole discretion over such determinations, subject to applicable law and written agreements. Creators may request a written ownership determination, which shall be binding absent materially incomplete or inaccurate information. In the event WVSOM determines it will not file for a patent or copyright, or if WVSOM decides to terminate the application for a patent or copyright, the Creator shall be notified as soon as possible and may proceed to obtain a personal patent or copyright, at the Creator's own expense.

GA 39-7. Revenue Sharing

7.1 When WVSOM owns or co-owns IP and receives (or plans to receive) revenue from its commercialization, licensing, or other exploitation, such revenue shall be distributed in accordance with this section after deduction of all reasonable and customary expenses incurred by WVSOM in connection with the protection, management, and commercialization of the IP (including legal, applicable registration, filing, administrative, and third-party costs) ("Net Proceeds"), unless otherwise required by law, sponsor agreement, or an express written agreement approved by WVSOM.

7.2 Unless otherwise agreed in writing, all Net Proceeds received from commercialization, licensing, assignment, or other exploitation of IP shall first be applied to reimburse and reconcile any expenses previously paid or advanced by WVSOM in connection with the protection, management, development, commercialization, licensing, or other administration of such IP. Following full reimbursement and reconciliation of such expenses, the remaining Net Proceeds shall be allocated as follows:

- 7.2.1 fifty percent (50%) to the Creator(s), to be shared equally unless otherwise agreed in writing amount the Creators;
- 7.2.2 thirty percent (30%) to the WVSOM Research & Development Corporation; and
- 7.2.3 twenty percent (20%) to WVSOM.

7.3 Multiple Creators and Affiliation Changes

Where IP has more than one Creator, the Creator share shall be divided equally unless the Creators agree otherwise in writing and such agreement is accepted by WVSOM. Changes in a Creator's employment status or institutional affiliation shall not affect the Creator's entitlement to a share of Net Proceeds earned after such change.

7.4 Form of Consideration

Revenue may include cash, equity, or other non-cash consideration. WVSOM retains sole discretion regarding the holding, management, valuation, liquidation, and distribution of any equity or non-cash consideration, subject to applicable law and conflict of interest requirements. Any proceeds realized from such consideration shall be treated as Net Proceeds under this policy.

7.5 Administrative Authority and Exceptions

WVSOM reserves the right to interpret and administer this section, resolve unusual circumstances, and approve exceptions or alternative distributions when warranted, provided that any such exception shall be documented in writing. This policy does not create a vested right to future revenue distributions and may be amended prospectively by WVSOM.

GA 39-8. Trademarks

8.1 WVSOM owns and maintains registrations for its name and related trademarks, services marks, and trade dress, which are administered and enforced by WVSOM Marketing and Communications. WVSOM retains exclusive authority to control, protect, license, and commercialize these marks and solely owns all trademarks, service marks, and trade dress it develops or commissions to identify WVSOM and its programs, goods, services, products, and property.

8.2 WVSOM may seek legal protection for trademarks associated with products or services offered by its units. Trademarks intended solely for internal use shall be owned, registered, and enforced by WVSOM.

8.3 New Marks:

8.3.1 Any WVSOM employee or student who develops or proposes a potential new mark associated with WVSOM must submit the mark to the Office of General Counsel and WVSOM Marketing and Communications for review, including assessment of marketability and licensing potential.

8.3.2 Potential new marks associated with an associated program or unit of WVSOM shall be reviewed by the Office of General Counsel and WVSOM Marketing and Communications for evaluation of marketability and licensing considerations.

8.4 Use of WVSOM's name and logo in any commercial setting requires prior written approval from WVSOM. Requests for such approval shall be submitted in writing to WVSOM Marketing and Communication, and will be made in conjunction with the Office of General Counsel.

GA 39-9. Consulting and Outside Activities

9.1 External Consulting

Faculty and staff may engage in external consulting and professional activities in accordance with applicable WVSOM policies and procedures, and state/federal regulations relating to conflict of interest, conflict of commitment, and outside activities. IP resulting solely from approved external consulting activities, and developed without use of WVSOM Resources, shall belong to the Creator, except as otherwise restricted by law or by the terms of the external agreement or arrangement.

9.2 Disclosure and Review

Creators must disclose external consulting activities and agreements that include or may include IP provisions, confidentiality obligations, publication restrictions, or assignment clauses, and such activities and agreement shall be subject to review and approval under application WVSOM policies and procedures. Failure to disclose or obtain required approvals may result in the WVSOM asserting ownership or other rights in the IP and may constitute a policy violation.

GA 39-10. Conflicting Agreements

Notwithstanding any provision of this policy to the contrary, WVSOM may enter into written agreements with faculty, staff, students, or third parties, including Sponsored Research agreements, that establish terms different from this policy with respect to the ownership, distribution, or commercialization of IP. Any such agreement shall supersede this policy as to the covered IP if the Creator is a party to the agreement or knowingly participates in activities subject to the agreement prior to the creation the IP. A Creator's decision to develop IP with actual or constructive knowledge that such work is subject to an agreement shall constitute consent to that agreement; however, continued employment or affiliation with WVSOM alone shall not constitute consent. Nothing in this policy limits WVSOM's authority to enter into agreement governing the commercialization of WVSOM IP.

GA 39-11. Intellectual Property Committee

11.1 WVSOM shall establish an Intellectual Property Committee ("Committee") to advise on the interpretation, implementation, and administration of this policy and related procedures. The Committee shall serve in an advisory capacity to the Vice President of Academic Affairs and Dean and the President, and shall have the authority to issue determinations as applicable in this policy.

11.2 The Committee shall be made up of the following members, at a minimum:

- 11.2.1 Associate Dean of Preclerkship Education, who will serve as the Chair of the Committee
- 11.2.2 Vice President of Finance and Facilities or representative
- 11.2.3 Associate Dean of Research and Scholarly Activity
- 11.2.4 General Counsel/Chief Legal Officer or representative

11.2.5 Four members of faculty, voted by Faculty Council

11.2.6 Institutional Compliance Officer or representative

11.3 The Committee shall have the ability to set their own meeting schedule, but shall meet at least twice per calendar year, at times determined to be appropriate by the Committee.

GA 39-12. Implementation of Policy

This policy will be implemented using applicable WVSOM policies and procedures.