4.6.002 Intellectual Property (IP)-Students

Effective date: December 9, 2019

Last revision date: April 15, 2025

Approvals: Executive Educational Council (EEC)

Responsible office: Office of Applied Research and Grants

Policy contact: Dean of Applied Research

I. PURPOSE and SCOPE

This policy defines rights and responsibilities regarding intellectual property created by students at Milwaukee School of Engineering (MSOE).

II. RELATED POLICIES

Intellectual Property Management (Faculty-Staff), Copyright (Faculty)

III. DEFINITIONS

Early Entry Program: Early entry master's programs offer the ability for MSOE students to complete both a bachelor's and a master's degree in five years. Students in this program are considered undergraduate students until their undergraduate degree is conferred. Depending on the program, students may take up to 16 graduate-level credits as an undergraduate student, and those credits may apply to both degrees.

I. POLICY STATEMENT

Any intellectual property (such as undergraduate theses, senior design and/or capstone projects, inventions, discoveries, creations and new technologies) conceived or first reduced to practice by a student at MSOE as a work product (including homework assignments, laboratory experiments, special and independent study projects) of a for-credit course or outside of a for-credit course utilizing any MSOE resources will be owned by the student. MSOE does not claim ownership of such intellectual property.

However, intellectual property conceived or first reduced to practice by graduate research assistants through their thesis preparation credit courses and are employed by MSOE, will be owned by MSOE and will be subject to MSOE policies and procedures governing intellectual property and patents. Graduate research and theses from students enrolled in the early entry programs are exempt.

II. PROCEDURE

A. Retention of Rights/Assignment of Rights:

1. If students wish to **retain ownership** of their intellectual property and decline to assign their rights to any other entity, no further action is required.
2. If students agree to assign to **MSOE** all rights that they may acquire in inventions, discoveries, or rights of patent that are conceived or first actually reduced to practice by them as a result of their participation in the course or project, they need to complete the Form 1 Intellectual Property Agreement Form for Students–For Use When Assigning Intellectual Property to Milwaukee School of Engineering (Appendix A).
3. If students agree to assign to the **Sponsor** all rights that they may acquire in inventions, discoveries or rights of patent that are conceived or first actually reduced to practice by them as a result of their participation in that course, they must complete the Form 2 Intellectual Property Agreement Form for Students– For Use When Assigning Intellectual Property to Company Sponsor (Appendix B).

B. Acknowledgement by Sponsor:

Student project results are provided "as is" without any representation or warranties whatsoever, whether express or implied, including, but not necessarily limited to any warranty as to fitness for particular purposes, merchantability or non-infringement. All research performed, is to be done by MSOE students and is not subject to peer review or independent verification of results. The sponsor hereby agrees to indemnify and hold harmless MSOE, its agents, employees, students and volunteers for any and all harm, loss, liability, claims or damages which may arise from your use of the student project results in whatever manner or form.

The student project results are not the work of MSOE and any references either internally or to third parties shall clearly identify the source of the student project results as student research performed at MSOE without subsequent independent evaluation.

When a sponsor uses student research results, the sponsor is required to sign the Student Research Sponsorship Acknowledgement (Appendix C) which:

1. acknowledges that the student research results are not warranted by MSOE;
2. the sponsor indemnifies MSOE; and
3. the student research results are not the work of MSOE.

III. SPECIAL SITUATIONS

Situations may occur in certain projects where students are presented with the opportunity to participate in research or contract work in which the ownership of any resulting intellectual property must be assigned either to MSOE or to a sponsoring entity (such as a company) as a condition of the student's participation. Students are never obligated to

participate in projects or activities that require the assignment of the student's intellectual property to MSOE or to another entity. In these situations, students will always be presented with two options:

1. to participate in projects or activities that do not require the student to assign their intellectual property or
2. to participate in projects or activities that require the student to assign their intellectual property.

The student's grade and/or evaluation of performance in the course will not be affected by the student's decision to participate or not to participate in projects or activities requiring the assignment of the student's intellectual property.

Students should understand that the assignment of intellectual property is a binding legal agreement and that they have the right to seek independent legal advice at their own expense prior to signing this agreement.

IV. APPENDICES

A. Intellectual Property Agreement form for Students (Form 1-For use when assigning IP rights to MSOE)
B. Intellectual Property Agreement form for Students (Form 2-For use when assigning IP rights to Company Sponsor)
C. Student Research Sponsorship Acknowledgement

V. ASSOCIATED LEGISLATION/REGULATIONS/ACCREDITATION STANDARD

U.S. Intellectual Property law and regulations
Higher Learning Commission (HLC) Core Components 1.D, 2.A, 2.E.1

This section to be completed by the Records Manager:

Due date for review
Biennially or as needed: 2027

Public Location
MSOE Policy Library, Office of Applied Research and Grants policy webpage

Version History

- **2025, April 15 (EEC notification):** Replaced dual degree definition and reference with early entry.
- **2021, February 15 (EEC):** Added definition for dual degree programs, added senior theses and capstones as examples, and added stipulation that "Graduate research and theses from students enrolled in the dual degree programs are exempt." Linked to the appendices and minor proofing
- **2020, February 3 (EEC):** Added "or outside of a "for-credit" course utilizing any MSOE resources"

- **2019, November 20 (legal review), December 9 (EEC):** Initial approval

Records Manager
Associate VP of Curriculum & Knowledge Management