

## 17.01.05 Charitable Gifts and Assignment of Ownership Rights

Approved May 1, 2019  
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### Regulation Summary

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This regulation defines how offers of intellectual property in exchange for royalty returns or charitable gifts to The Texas A&M University System (system) or its members are processed and the assignment of ownership rights to that intellectual property is affected.

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### Definitions

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Click to view [Definitions](#).

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### Regulation

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#### 1. INTELLECTUAL PROPERTY OFFERS IN EXCHANGE FOR ROYALTY SHARING

- 1.1 If an owner of intellectual property chooses to offer to the system or member intellectual property in which the system has no claim in exchange for the sharing of royalties, the system or member chief executive officer (CEO) may accept ownership of the intellectual property through a process defined by the system, which has been approved by the System Office of General Counsel, provided that:
- (a) the owner makes the offer through the system or one of the members, and the intellectual property will be treated as if the intellectual property had been created within the system;
  - (b) the owner agrees to all provisions (including the distribution of income provisions) of Policy 17.01, *Intellectual Property Management and Commercialization* and its related regulations;
  - (c) the owner warrants that the owner owns all rights, title and interest to the intellectual property and that, to the best of the owner's knowledge, the intellectual property does not infringe upon any existing intellectual property legal rights;
  - (d) the owner discloses all existing licenses, options and encumbrances for that intellectual property and warrants that what is disclosed are all of the existing licenses, options and encumbrances for that intellectual property; and

(e) an offer of a patent(s) and/or a patent application(s) to a member CEO must be assigned to the system for the benefit of that member.

1.2 Should the chancellor or designee or member CEO agree to accept the offer of intellectual property in exchange for royalty sharing, the owner will execute an assignment agreement transferring all rights, title and interest in the intellectual property to the system or member, and acknowledging that the owner agrees to all provisions of Policy 17.01 and its related regulations. If the intellectual property includes one or more patents or patent applications, all patents and patent applications must be assigned to the system. In cases in which the owner has already expended funds toward obtaining patent or other legal protection for the intellectual property, the owner and the system or member may negotiate terms to allow recovery of legal and/or patent expenses from license fees and/or royalty income. Such an agreement would modify normal royalty-sharing provisions until such expenses are recovered by the party entitled to recovery of the expenses.

1.3 The member CEOs must notify and report all such offers to Texas A&M Technology Commercialization (TTC) and the member CEO's respective member commercialization office.

## 2. INTELLECTUAL PROPERTY OFFERS OF CHARITABLE GIFTS

2.1 If an owner of intellectual property chooses to make a charitable gift of intellectual property to the system or a member in which the system or member has no claim, the system or member CEO may accept ownership of the intellectual property provided that:

- (a) the owner makes the offer through the system or one of the members;
- (b) the owner agrees to assign all rights, title and interest to the system or member, except offers of a patent(s) and/or patent application(s) to a member must be assigned to the system for the benefit of the member;
- (c) the owner agrees that the owner is not entitled to and will not receive any monies received by the system or member related to or associated with this charitable gift of intellectual property;
- (d) the owner warrants that the owner owns all rights, title and interest to the intellectual property and that, to the best of the owner's knowledge, the intellectual property does not infringe upon any existing intellectual property legal rights;
- (e) the owner discloses all existing licenses, options and encumbrances for that intellectual property and warrants that what is disclosed are all of the existing licenses, options and encumbrances for that intellectual property; and
- (f) the gift is accepted pursuant to System Policy 21.05, *Gifts, Donations, Grants and Endowments*.

2.2 Should the chancellor or designee or member CEO agree to accept the charitable gift of intellectual property, the owner will execute an assignment agreement transferring all rights, title and interest in the intellectual property to the system or member, and acknowledging that the owner is not entitled to and will not receive any monies received by the system or member related to or associated with this charitable gift of intellectual

property. If the intellectual property includes one or more patents or patent applications, all patents and patent applications must be assigned to the system.

- 2.3 The member CEOs must notify and report all such offers to the TTC and the member CEO's respective member commercialization office.

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## **Related Statutes, Policies or Requirements**

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[System Policy 07.04, Benefits, Gifts and Honoraria](#)

[System Policy 21.05, Gifts, Donations, Grants and Endowments](#)

[System Policy 17.01, Intellectual Property Management and Commercialization](#)

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## **Member Rule Requirements**

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A rule is not required to supplement this regulation.

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## **Contact Office**

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