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Intellectual Property Ownership Policy



Policy Owner: Provost/Mike Lewis, Ph.D.
Responsible University Official: Provost/Mike Lewis, Ph.D.
Policy Contact: Provost/Mike Lewis, Ph.D.

1.0 Reason for Policy

This policy governs the ownership of Intellectual Property created at Saint Louis University. The purpose of this policy is to define the respective ownership rights of the University and its personnel, relative to Intellectual Property resulting from University activities.

2.0 Policy Statement

- A. For purposes of this Policy, Intellectual Property is divided into two categories: Technical Works and Creative Works.
- i. Technical Works are patented or unpatented works including, without limitation, inventions, devices, machines, processes, methods, and compositions; Research Materials; computer software; collections/repositories; industrial designs; databases; technical drawings; biogenic materials; novel chemical matter; lab notebooks and other research data; human tissues or other samples. Intellectual Property rights in Technical Works are generally protected through Patents. Creators of Technical Works are referred to as Inventors for purposes of this Policy.
 - ii. Creative Works are Intellectual Property not covered in Technical Works that are of an artistic,

scholarly, instructional, assessment, or entertainment nature (for example: creative productions, such as works of art or design; musical scores; books, poems, and other types of scholarly or creative writings; films; video and audio recordings; and instructional materials, such as textbooks and multimedia programs) and names, designs and logos that represent a particular product or service. Intellectual Property rights in Creative Works are generally protected through Copyright and Trademark. Creators of Creative Works are referred to as Authors for purposes of this Policy.

- B. The University owns all rights, title, and interest in and to Technical Works and Creative Works that:
- i. are Works-for-hire as defined in this policy to include those Works that are created as a specific requirement of University employment, as an assigned University duty, created with the intent to be used by multiple University personnel, or for which the University has entered into a written agreement with the Inventor/Author for ownership to vest with the University;
 - ii. arise out of research sponsored by an external entity (e.g. federal agency, foundation, company); or
 - iii. arise out of significant use of funds or facilities administered by the University.
- C. As a condition of employment or other involvement in University activities, University Personnel agree to abide by this policy and hereby assign and agree to assign to the University all of their rights, title and interest in and to any and all Technical Works and Creative Works described in 2.0(A) above.
- D. The University has sole control over the transfer of any rights or ownership of University-owned Technical Works and Creative Works. University Personnel, other than the Provost (or a designee), have no authority to transfer any right, title or interest in University-owned Technical Works and Creative Works to a third party.
- E. The University does not claim ownership of the following Intellectual Property:
- i. Copyright in student theses or dissertations (however any Technical Works and Creative Works owned by the University that are described in such theses/dissertations remain the property of the University).
 - ii. Technical Works and Creative Works that are produced as a normal outcome of scholarly work including professional papers published in scholarly journals, monographs of an academic nature, text books, artistic creations or performances, course materials, curricula and syllabi, with the exception of those Works described in Section B.i. (however any Technical Works and Creative Works owned by the University that are described in such scholarly work remain the property of the University and any third party Intellectual Property included in such curricula remain the property of that third party). In the event a faculty Author is unable to perform their University obligations and for a period of up to one year after a faculty Author has left the University, the University may use course materials (regardless of format), without further consent from the faculty Author, but only to the extent necessary to fulfill the educational mission of the University. In addition, the University shall be permitted to use and reproduce course materials for administrative purposes, including without limitation, satisfying requests of accreditation agencies for faculty-authored syllabi and course descriptions, while the faculty Author member is employed and for a period of ten years after the faculty Author has left the University.
 - iii. Technical Works and Creative Works developed on the personal, unpaid (by the University) time of University Personnel and without use of University facilities.
 - iv. Technical Works and Creative Works developed by students to earn credit in University courses or otherwise satisfy university degree requirements (except in cases where any research giving rise to such Works is sponsored by an external entity or is undertaken by the student in their role as a

- graduate assistant or paid employee of the University).
- v. Technical Works and Creative Works arising out of use of the University facilities that have been rented or leased by an outside entity to which the University has relinquished any rights in such Works by written agreement.
- F. The Inventor/Author of a non-University-owned Technical Work or Creative Work that falls under a category in Section E. above may request from the University written confirmation that the University does not claim ownership of such Work. The request shall be made in writing and directed to the Provost and must include a description of the Technical Work or Creative Work and facts supporting the Inventor/Author's assertion of non-University ownership. The Provost will consult with the Office of the General Counsel (OGC) and communicate to the Author/Inventor whether the University claims ownership of the Technical Work or Creative Work as described in the Inventor/Author's written request. The Inventor(s)/Author(s) may not make use of University resources or use the name or logos of the University in exploiting any non-University-owned Work.
- G. The Provost may waive the University's interests in a Technical Work or Creative Work. Typically, this decision will be reached because the Provost (or a designee) believes that future investment of University resources is not justified by a cost/benefit analysis. The Provost (or a designee) shall communicate in writing to the Inventor/Author the University's decision to waive title to the Work. At that time, the Inventor/Author may elect to seek title to the Work, which would culminate in a Return of IP Agreement between the Inventor/Author and the University. Terms for a Return of IP Agreement will be negotiated by the Provost (or a designee) and the Inventor/Author, retaining, on behalf of the University, rights to use the Work in connection with research and teaching.
- H. For purposes of this policy, **significant use** of University resources in the production of a Technical or Creative Work includes, but is not limited to, the following:
- i. Use of university facilities such as laboratories, studios, equipment, production facilities, or specialized computing resources in excess of what is routinely made available to University faculty, staff or students.
 - ii. University funding in support of the Work's creation.
 - iii. Direct assignment or commission from the University to undertake a creative project or research project as a part of the Inventor/Author's regular appointment.
 - iv. More than minimal use of funding from gifts to the University to support creation of the Works involved.
 - v. Production of the Work under specific terms of a sponsored research grant or contract.
 - vi. Use of specifically designated University funds or extensive use of the services of a support unit financed by the University for production of a Work.

For purposes of this policy, significant use does not include:

- i. Minimal use of time and energy by the inventor(s)/author(s) in creating the Work while maintaining assigned levels of teaching, scholarship, and service activities, so that anticipated performance in these areas is at the expected level.
- ii. Use of University resources in the ordinary support of the inventor/author's teaching, scholarly, and service activities.
- iii. Incidental use of photocopying equipment, telephone, fax, library, computer, etc., specifically for a Work.

3.0 Scope

This policy applies to all operating units of Saint Louis University and Saint Louis University-Madrid including all faculty, staff, students, and other workforce members not otherwise covered. A waiver of applicability of this policy may be granted by the Provost in the case of a visiting faculty member who is not compensated by the University and who, as a condition of employment elsewhere, must assign patent rights or grant an exclusive license to his or her employer.

4.0 Procedures

Link to procedures which relate to this policy and anyone who is required to follow this policy should abide by these procedures.

5.0 Sanctions

Individuals who fail to comply with this policy and the procedures associated with it may be subject to disciplinary actions guided by the University's *Staff Performance Management Policy*, *SLU Faculty Manual (St. Louis Campus)*, or *Student Handbook*. Non-compliance with this policy may result in disciplinary action, up to and including separation from the University.

6.0 Responsibilities

All individuals identified in Section 3.0 are expected to comply with this policy and related procedures.

Office of the Provost: review and provide responses to requests for waiver of applicability of the policy and requests for written confirmation that the University does not claim ownership of Intellectual Property.

Office of the General Counsel: advise the Provost on requests for waiver of applicability of the policy and requests for written confirmation that the University does not claim ownership of Intellectual Property; responsible for the protection of University-owned Trademarks and Copyrighted Works.

Office of the Vice President for Research: responsible for the protection and commercialization of certain University-owned Intellectual Property pursuant to the POLICY REGARDING MANAGEMENT AND COMMERCIALIZATION OF INTELLECTUAL PROPERTY [link].

7.0 References

University Policies Including but not Limited to:

[Copyright Compliance and Use Policy](#)

[Non-Retaliation Policy](#)

[Intellectual Property and Patents Policy - IP-001](#)

[Reporting Concerns of Misconduct Policy](#)

[SLU Faculty Manual \(St. Louis Campus\)](#)

[Staff Performance Management Policy](#)

University Resources Including But Not Limited to:

[Saint Louis University Student Handbook](#)

External Resources Including But Not Limited to:

[35 U.S. Code Title 35—PATENTS](#)

[Bayh Dole Act 1980 \(35 U.S.C. §200 – 212\)](#)

[U.S. Copyright Act of 1976 \(17 USC §101 et seq.\)](#)

8.0 Definitions

These terms, when used in this policy, have the meaning ascribed to them here.

8.1 Author- means the University Personnel who is the creator of a Creative Work.

8.2 Copyright- means a form of protection provided by law for "original works of authorship", including literary, dramatic, musical, architectural, cartographic, choreographic, pantomimic, pictorial, graphic, sculptural, and audiovisual creations.

8.3 Creative Works- means Intellectual Property not covered in Technical Works that are of an artistic, scholarly, instructional, assessment, or entertainment nature (creative productions, such as works of art or design; musical scores; books, poems, and other types of scholarly or creative writings; films; video and audio recordings; and instructional materials, such as textbooks and multimedia programs) and names, designs and logos that represent a particular product or service. Intellectual Property rights in Creative Works are generally protected through Copyright and Trademark. Creators of Creative Works are referred to as Authors for purposes of this Policy.

8.4 Intellectual Property- means, for the purposes of this Policy, the products of human intelligence and creation, discoveries, methods, procedures, and artistic works, such as copyrightable works, patented inventions, and Trademarks. This definition includes both Technical Works and Creative Works.

8.6 Inventor- means the University Personnel who makes an independent contribution to the conception of a

Technical Work.

8.7 Patent- means a grant of right provided by law to an Inventor to exclude others from making, using, offering for sale, selling or importing their invention.

8.8 Research Materials- (including biological materials) means cell lines, organisms, proteins, plasmids, DNA/RNA, chemical compounds, transgenic animals and other materials useful for research or for commercial purposes.

8.9 Technical Works- means patented or unpatented inventions, devices, machines, processes, methods, and compositions; Research Materials; computer software; collections/repositories; industrial designs; databases; technical drawings; biogenic materials; novel chemical matter; lab notebooks and other research data; human tissues or other samples. Intellectual Property rights in Technical Works are generally protected through Patents. Creators of Technical Works are referred to as Inventors for purposes of this Policy.

8.10 Trademark- means a word, name, phrase, symbol, and/or design that identifies and distinguishes the source of the goods of one party from those of others.

8.11 University- means Saint Louis University, the principal location of which is in St. Louis, Missouri.

8.12 University- Personnel as covered by this policy means all SLU faculty, staff (including student employees), graduate students, post-doctoral fellows, non-employees participating in activities at or for SLU (including visiting faculty or researchers, affiliate and adjunct faculty, industrial personnel, fellows, volunteers, etc.).

8.13 Work(s)- when used in this policy, means collectively both Technical Works and Creative Works.

8.14 Work(s)-for-hire- means, as defined in the Copyright Act, "a work prepared by an employee within the scope of his or her employment." When used in this policy, Work-for-hire means those Works that are created as a specific requirement of University employment, as an assigned University duty, created with the intent to be used by multiple University personnel, or for which the University has entered into a written agreement with the Inventor/Author for ownership to vest with the University. The University shall be deemed the Author and shall own the copyright, if any, in such Works-for-hire. The University may also commission copyrightable works from University personnel, including faculty and students. A commissioned work falling within the "work made for hire" definition of the U.S. Copyright Act (17 USC 101 et seq.) shall constitute a Work-for-hire and be owned by the University. This definition includes works prepared by University Personnel in satisfaction of sponsored agreements between the University and outside parties.

9.0 History

This is a new policy that includes information previously included in the University's *Policy Regarding Intellectual Property and Patent (excluding Copyrights)* effective August 1, 2009. This policy rescinds all portions of that policy related to the topics covered herein. This policy also rescinds in its entirety the University's Copyright Ownership Policy effective January 22, 2008.

Attachments

No Attachments

Approval Signatures

Approver	Date
Michael Lewis: Ph.D.	pending
Michael Reeves	pending
Michael Reeves	4/8/2022

Applicability

SLUCare, Saint Louis University

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