





of, any employee, student, or other user of University facilities or resources; or 4) developed in part or in full from University funds or from funds under the control of or administered by the Board.

**B. Copyrightable Material:**

The Board shall not place any claim or restriction on any copyrightable material resulting from scholarly activity. Copyrightable materials include but are not limited to: 1) textbooks, workbooks, articles, online content and other forms of literary matter; 2) dramatic works and materials; 3) educational television/radio programs and works in such other media as films, videotapes, and recordings; 4) musical compositions and visual art; 5) tests and other measurement devices; and 6) computer software. Scholarly activity shall be defined as academic work done by the independent initiative of the copyright creator(s). These copyrightable materials shall be owned by the copyright creator. Examples of works that may be deemed scholarly activity include, but are not limited to:

Classroom materials, including syllabi, notes, handouts, tests and other academic assessment devices;

Educational courseware, including web-based and other electronic based materials, used on campus or in distance learning;

Theses and dissertations;

Articles, manuscripts and book chapters;

Books, including textbooks, workbooks, scholarly monographs and anthologies;

Works of non-fiction, fiction, and poetry;

Educational television/radio programs and other works in audio-visual media;

Musical compositions and performances;

Dramatic works, including any accompanying music, pantomimes, and choreographic works;

Pictorial, graphic, or sculptural works;

Technologically based works such as blogs, tweets, and other forms of social media; and

Other works of art that are not created as an institutional initiative.

Copyrightable material produced under specific written contract with the Board or copyrightable material that has a commercial application outside of the academic field belongs to the Board and shall be used and controlled according to the discretion of SIUC, SIUE, and SIU-SOM in ways that will produce the greatest benefit to the university and to the public. Copyrightable material produced under specific written contract means any copyrightable material which (1) a faculty or staff member prepares under the scope of his or her employment responsibilities with the Board and (2) falls under one of the following scenarios: (a) results in a commercially viable application, (b) is governed by a 3

## II. Innovations Developed Independent of SIU-S

If an innovation is developed by an employee or student of the university outside the criteria as defined in Section I(A), it belongs to the employee or student. This would allow the creator/author to pursue his or her own intellectual property rights or to pursue joint intellectual property rights with the Board. In either case, detailed documentation should be kept by the creator/author about when, where, and by whom the innovation occurred. Such documentation may be needed to establish the rights of the creator/author to the innovation, as well as to pursue the pertinent intellectual property rights, in the event that the resources used to create or discover the innovation are not obvious.

If an innovation is developed by a non-paid student of the university independent of his or her interaction with the university, then the innovation is presumed to reside with the student. Intellectual property created as part of a course will belong to the Board when some or all of the course work involved is governed by a 3<sup>rd</sup> party agreement obligating the Board to assign or transfer intellectual property rights to the sponsoring entity or the student uses significant Board funding or resources. All paid students are considered employees of the Board and the innovation that occurred as a result of their employment shall be governed by Section I.A. If the non-paid student uses substantial funding or resources of the university such as lab equipment, materials, or faculty or staff mentorship, innovations developed by the use of this funding or resources shall be owned by the Board. Board affiliates, such as medical residents, unpaid adjunct professors, and students may petition the Board to support innovation that would otherwise





Multiple creators/authors sharing in income shall decide among themselves how their share is to be divided, with the stipulation that the creators/authors shall divide one share of the 45% interest defined above. The allocation of the share among multiple creators/authors should be reported to the OTT at the time the creators/authors elect to proceed with seeking institutional support for their innovation. If the allocation of the share is not reported, the share will be allocated equally among all creators/authors. Income allocation for each distinct innovation is a one-time, irrevocable decision.

#### VII. Services Performed by the OTT

As warranted, the OTT may submit and prosecute patent applications with the United States Patent and Trademark Office. Those services constitute an internal cost for effort and shall be subjected to a fee schedule as published by the OTT after approval by the Senior Research Administrators. Those costs shall be recovered by the SIU Entity from which the innovation originated before a distribution is made as outlined in Section VI.

#### VIII. Responsibility of Creator(s)/Author(s) Regarding Intellectual Property Rights

If the Board elects to retain ownership in an innovation, the creator(s)/author(s) shall supply on a timely basis all information and execute all papers necessary for: A) preparing and/or pursuing intellectual property rights; B) pursuing and/or executing licensing agreements; and C) executing formal assignment documents for such innovations covered under this policy.

#### IX. Resolution of Controversy between SIU-S and Creator(s)/Author(s)

Any controversy or claim arising out of this statement of policy, or an agreement between the creator(s)/author(s) and the Board delineating individual and Board rights, claims, and responsibilities, or the breach thereof, shall follow the internal grievance procedures of the SIU Entity to which the creator(s)/author(s) report. If no agreement results from internal grievance procedures, the parties may seek resolution through mediation with an experienced mediator, who has knowledge of intellectual property matters and, preferably, experience with institutions of higher education. Neither party will unreasonably withhold consent to the selection of a mediator. The parties will share equally in the costs of mediation, and each party will be responsible for its own attorneys' fees, if any..

#### X. Amending this Policy

Any amendment to this policy shall be subject to consultation by an IP Policy Advisory Group that shall comprise of the Director of Office of Technology Transfer and the Senior Research Administrators and two faculty representatives from each SIU Entity as appointed by the Senior Research Administrators. The faculty representatives shall have at least one invention disclosure on file with the OTT and have generated copyrightable material. The Board reserves, and shall have, the ultimate authority to approve the amendment as presented by IP Policy Advisory Group.

### **Board Policy**