

Intellectual Property and Technology Transfer Policy

Loyola University Chicago

Stritch School of Medicine

I. Preamble and Objectives

The primary goals of the Loyola University Chicago-Stritch School of Medicine (LUCSSOM) are teaching, research and the dissemination of knowledge. In accordance with these goals, the School has a responsibility to protect the intellectual property of its faculty and staff in order to:

- A. Provide incentives that promote intellectual effort and advancement of knowledge for the public benefit; and
- B. Realize tangible benefits from inventions/discoveries that provide support to the School to fund further research and development.

II. Applicability of this Policy

This Policy applies to all inventions or improvements, whether patentable or not, which are conceived or reduced to practices, and are derived from research and development done by faculty, staff or students of LUCSSOM with support from or use of LUCSSOM funds, facilities or other resources. Such inventions will be referred to as **Inventions**.

III. Ownership of Patents and Inventions

A. LUCSSOM shall be the sole owner of all inventions made or conceived by its faculty, staff or students, provided that:

- 1. The invention was made during research or other assignment pursuant to a research project, grant, contract, or other LUCSSOM administered program; or
- 2. The invention was made utilizing facilities, equipment, funds or other resources of the University; and provided
- 3. That LUCSSOM has not entered into a grant that expressly prohibits ownership of such rights.

Contracts relinquishing intellectual property or ownership rights will only be signed by the Senior Associate Dean for Research after consultation with the inventing scientist and the Office of Technology Transfer suggest that it is in the best financial and scientific interests of LUCSSOM.

B. Ownership of patent rights resulting from non-federal, externally sponsored research shall be determined by the rules and policies of the sponsoring organization in accordance with the pertinent research agreement between the Sponsor and the School.

C. Inventions made by a faculty or staff member exclusively on his/her own time and not utilizing School resources are the sole property of the inventor provided that:

1. These patents are administered apart from and do not involve the name, facilities and/or resources of LUCSSOM;
2. The inventor complies with School policies concerning outside activities by faculty, students and staff; and
3. There is no conflict of interest present. For definition, see: <http://www.meddean.luc.edu/internal/ors/preaward/confint.html>; also see Research Channel to electronically sign the Conflict of Interest Statement.

IV. Disclosure of Inventions

Inventions conceived and/or reduced to practice as defined in sections II and III must be fully disclosed in good faith to the Senior Associate Dean for Research.

A. The disclosure must be made on the LUCSSOM Disclosure Form, which can be found on the Office of Research Services website under Policies.

B. The completed disclosure form must be signed and dated by the Chair of the Department of primary academic appointment of the inventor(s) at the time of submission.

C. It is the responsibility of the Inventor to identify any and all co-inventors on the disclosure.

D. It is the responsibility of the Inventor to submit in writing the percentage shares of the co-inventors of the intellectual property described in the invention disclosure. Should the inventors fail to agree on a division, the LUCSSOM shall determine the division.

V. Disposition of Inventions

A. LUCSSOM may dispose of its rights to inventions as described in III.A as follows:

1. By using such rights for the public good. This decision will be made in consultation with the inventor and predicated on principles related to societal needs and charity;
2. By selling, licensing, assigning or otherwise exploiting the rights; or
3. By releasing the rights to the inventor(s).

a. Should the University decide, for whatever reason, to abandon its rights to a LUCSSOM-owned invention, ownership will be assigned to the inventor subject to the retention by LUCSSOM of a royalty-free, nonexclusive license to use the invention for research purposes.

b. If LUCSSOM releases its rights to the invention to the inventor, he/she may pursue a patent at their own expense. Individual organizational entities within LUCSSOM cannot pursue a patent that has been abandoned by LUCSSOM.

c. Wherever possible, expenses previously incurred by the University will be reimbursed by the Inventor if monies from subsequent commercial exploitation of the invention become available.

VI. Distribution of Revenue

A. LUCSSOM is not obligated to protect or develop any invention unless it has made an explicit contractual agreement to do so.

B. LUCSSOM assumes financial responsibility for inventions it owns. These responsibilities include, but are not limited to, assessment of the commercial value of inventions, cost of prosecuting patents and their administration, and defense of infringements and interferences.

C. Distribution of royalties and other income from University owned intellectual property.

1. Definitions:

a. **Gross revenue** is the total of all receipts received for any and all commercial activity related to the Invention.

b. **Net revenue** represents gross revenue minus all expenses directly related to the prosecution of the patent and licensing agreement(s), and 12.5% of gross revenue, which is allocated to the Office of Research Services.

2. Distribution of net revenue:

a. **50% to the inventor.** If there are multiple inventors, the 50% allocation will be subdivided according to the apportionment agreed to at the time of invention disclosure.

b. **15% to the Department** in which the inventor has a primary academic appointment. Subdivision of this allocation to Institutes and Centers is determined by agreements between organizational heads of the entities involved.

c. **25%** to a General Technology Transfer Fund, which will be used to support technology transfer activities.

d. **5%** to the Dean-SSOM

e. **5%** to the President and Chief Executive Officer-LUHS.

VII. Dispute Resolution

The Research and Patent Policy/Technology Transfer Committee will resolve all disputes between individuals regarding ownership of patentable inventions. The decision of the committee is final and not applicable to contention under University Grievance Policies.