



**POLICY STATEMENT 59
INTELLECTUAL PROPERTY**

POLICY DIGEST

Primary Monitoring Unit: Academic Affairs
Secondary Monitoring Unit: None
Initially Issued: December 5, 2003
Last Revised: April 10, 2020

I. INTRODUCTION FOR LOUISIANA STATE UNIVERSITY AT EUNICE FACULTY, STAFF, AND STUDENTS

It is the responsibility of each member of the faculty, staff, and student body at Louisiana State University at Eunice to be familiar with the LSU policies that pertain to intellectual property. These policies are set forth in the most current edition of the Regulations and the Permanent Memoranda of the Board of Supervisors of LSU. The following documents are especially relevant:

- A. Intellectual Property [Article VII of The Regulations of the LSU Board of Supervisors](#) (October, 4, 2018)
- B. [PM 11](#) dated May 12, 1993: Outside Employment of University Employees
- C. [PM 15](#) dated March 25, 1995: Copyright Guidelines Regarding Electronic Learning
- D. [PM 67](#) dated October 6, 1997: Contracts Between the University and Its Faculty Members

In general, it is the responsibility of each LSU Eunice employee and student to disclose any creation that has potential commercial value. This requirement can be satisfied by completing a Technology Disclosure Form, which is then submitted to the appropriate supervisor. Submission of the completed Technology Disclosure Form will satisfy item A of the LSU Eunice Employee Invention and Proprietary Information Agreement. Completed forms will be retained in the Business Office.

II. PURPOSE

All research conducted at LSU and LSU at Eunice has the potential for generating, in addition to scholarship, potentially valuable intellectual property including but not limited to patentable technology, copyrightable materials (e.g., software), specialized knowhow, or research products of a unique or proprietary nature (microbial cultures, monoclonal antibodies, etc.).

When this intellectual property is expected and generated in the course of research carried out under projects sponsored and funded by outside entities, it is necessary to define (usually as part of the sponsored agreement) what rights to intellectual property, if any, will accrue to the

40 sponsor.

41 This policy outlines the rationale for university sponsored research agreement standards and
42 defines the acceptable limits for various sponsor categories.

43

44 The principal purposes of carrying out research at the university are:

45 A. to expand human knowledge

46 B. to place and maintain faculty at the leading edge of their field of endeavor and thus
47 enhance their teaching capabilities

48 C. to increase the stature and reputation of the faculty and help in attracting quality faculty

49 D. to increase the stature and reputation of the university and help in attracting quality
50 students

51 It is also an integral part of the university's mission to give the results of research the widest
52 possible dissemination and, if indicated, the broadest feasible utilization by the public.

53 **III. DEFINITIONS**

54 For the purpose of this policy, sponsors are divided into the following groups:

55 Governmental Agency: federal, state, and local government entities. The principal aims of a
56 governmental agency are to achieve national goals, promote economic development, fulfill
57 mandated missions, and resolve specific in-house problems.

58 Common Interest Association: entities (non-profit) representing groups having commonalities of
59 interest (potato growers associations, library councils, poultry growers' societies, gas research
60 institutes, electric power institutes, etc.). The principal aim of a common interest association is
61 usually to generate useful information for its membership.

62 Private Sector Company: for-profit entities or other non-governmental entities. The principal aim
63 of a private sector company is to return profits to its ownership by gaining a competitive
64 advantage through world class research and development.

65 For clarity, terms referred to in the singular are also applicable in the plural.

66 **IV. GENERAL POLICY**

67 A. LSU holds all right, title, and interest to all university intellectual property in all countries,
68 as defined in [Article VII of the Regulations of the LSU Board of Supervisors](#).

69 B. Governmental agency agreements may grant to the sponsoring agency a non-exclusive,
70 non-transferable, royalty-free license in accordance with applicable federal laws.

71 C. Common interest association agreements may grant to the sponsor a portion of the
72 university royalties that are a direct result of the intellectual property resulting from the
73 agreement. The grantor and its member institutions shall have no other intellectual
74 property rights or claim to further revenue sharing.

75 D. Private sector company agreements may grant to the sponsor an exclusive right, for a
76 limited period of time, to negotiate with the university for a royalty-bearing license under
77 inventions that may result from the funded research, under mutually agreeable terms.

78 **V. PROCEDURES**

79 A. The [Office of Sponsored Programs](#) (OSP) will review sponsored agreement terms for
80 compliance with [Article VII of the Regulations of the LSU Board of Supervisors](#), and the
81 limits of intellectual property sharing herein.

82 B. Sponsored agreements which include non-standard terms related to assignment or
83 ownership of university intellectual property will be forwarded to the [Office of Innovation
84 & Technology Commercialization](#) (ITC).

85 C. ITC will review non-standard terms and ensure conformance with applicable federal and
86 state laws and university policies.

87 D. Exceptions to this policy will be determined by ITC, OSP and the Vice President for
88 [Research & Economic Development](#) in consultation with other LSU officials, as
89 necessary or appropriate.

90 **VI. SOURCES**

91 [Article VII of the Regulations of the LSU Board of Supervisors](#) (October 4, 2018)

**LSU EUNICE
TECHNOLOGY DISCLOSURE FORM**

1. Title of Invention: _____

2a. Inventor's Name* Dr./Mr./Ms./ _____
Last First Middle

Position/Title: _____ Social Security: _____

Current LSU Eunice Address: _____
Department Office

Tel.: _____ Fax: _____ E-mail: _____

Residence Address: _____
Street Apt. No.

City State Zip Code

2b. Inventor's Name* Dr./Mr./Ms./ _____
Last First Middle

Position/Title: _____ Social Security #: _____

Current LSU Eunice Address: _____
Department Office

Tel.: _____ Fax: _____ E-mail: _____

Residence Address: _____
Street Apt. No.

City State Zip Code

(IF MORE THAN TWO INVENTORS, PLEASE ADD ADDITIONAL SHEETS)

3. Please give details of the sponsorship that led to the invention. If possible, attach a copy of the contract/ agreement.

Federal (including pass through funds): _____ Contract No.: _____

State: _____ Contract No.: _____

Industrial Company: _____ Contract No.: _____

LSU Eunice _____ Contract No.: _____

Other Sponsors: _____ Contract No.: _____

* Tentative listing of inventor(s) subject to verification by patent counsel in accordance with Federal law.

4a. Brief description of the invention and its advantages:

4b. Possible areas of commercial application of the invention:

5. Brief description of presently used technology and its disadvantages:

6. Is any material used in this invention covered by a material transfer agreement? YES____ NO____
(If YES, attach a copy.)

7 Have you made a patent search or a literature search? YES____ NO____
(If YES, attach copies of the closest references you found.)

8. Is any information related to this disclosure classified? YES____ NO____ (If YES, attach details.)

9. Has the invention been reduced to practice? YES____ NO____ (e g, apparatus assembled and tested or modeled)

Are laboratory records and data available? YES____ NO____

10. Have you made any public disclosure of the invention? YES____ NO____

If YES, please list details and EXACT dates. (Public disclosure includes published article or abstract in a journal or proceedings; a presentation or poster at a conference; preprints distributed outside LSU Eunice; a thesis or dissertation cataloged and shelved in a public library; prototype exhibit; posting on Internet; etc.)

a. _____ Month _____ Day _____ Year _____

b. _____ Month _____ Day _____ Year _____

c. _____ Month _____ Day _____ Year _____

If NO, do you plan publication?

_____ Month _____ Day _____ Year _____

11. (FOR COPYRIGHT ONLY) Have you included copyright notices on all printed information/documentation and displayed copyright notices on the title screen of your software? YES____ NO____

12. Do you personally wish to take a License under this invention from LSU Eunice? YES____ NO____

13. If you know of any firms who might be interested in licensing this technology, attach a list with the following information:

Company name: _____

Address: _____

Contact person: _____ Telephone: _____

Signature(s) of Inventor(s)

_____ Date: _____

_____ Date: _____

Witness: (Note: A co-inventor should not be a witness.)

_____ Date: _____

Signature of Witness