



SEMMELWEIS UNIVERSITY

ORGANIZATIONAL AND OPERATING RULES

BOOK I

ORGANIZATIONAL AND OPERATING ORDER

I 6 SPECIAL PART

INTELLECTUAL PROPERTY MANAGEMENT POLICY

BUDAPEST

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PART I 6 INTELLECTUAL PROPERTY MANAGEMENT POLICY¹

Article 1 [Purpose of the Policy]

- (1) The Semmelweis University's (hereinafter: "University") (hereinafter referred to as the "Policy") is to promote and ensure
 - a) the legal protection, as far as possible, of intellectual property created by persons covered by the Regulations;
 - b) the economic and social exploitation of the resulting intellectual works;
 - c) the establishment of utilization enterprises and their cooperation with the University;
 - d) the promotion of the scientific and economic interests of the University.

- (2) This Policy is intended to define the following in accordance with the law and the internal regulations of the University:
 - a) the Policy of procedure for the protection, exploitation, acquisition, transfer, and assignment of rights in intellectual property and the assignment of intellectual property to a commercial enterprise; and
 - b) how the persons who create intellectual works, the research teams or departments employing them, and the University shall share in the fees and revenues from the exploitation and sale of intellectual works.

Article 2² [Definitions]

1. *Contribution of assets (appropriation)*: the in-kind transfer of a property with a marketable value, an intellectual creation, a right of property value as a non-monetary contribution to the ownership of a business company.
2. *Inventor*: shall have the meaning defined in Article 7 paragraph (1) of Act XXXIII of 1995 on the Patent Protection of Inventions (hereinafter referred to as the Patent Act).
3. *Design (pattern of a design)*: the term defined in Section 1 of Act XLVIII of 2001 on the Protection of Designs.
4. *Business company*: according to the Civil Code, a legal entity meeting the conditions set out in Section 3:88 (1) of the Civil Code
5. *Utility model*: the term defined in Article 1 of Act XXXVIII of 1991 on the Protection of Utility Models.
6. *A permission of use license (license)*: the transfer, in whole or in part, of a right of exploitation of an intellectual property right to a rightholder, limited in time and / or space, or unrestricted.
7. ³*Exploitation agreement (license agreement)*: a contract of a non-transferable nature, as defined in the University's IPR policy, which is applicable where the work user is not the primary rightholder (author, registered patent, trademark proprietor, etc.) but

¹ According to Senate Decision No. 139/2021 (20 December) Annex 2 Effective from: 30 December 2021

² Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

³ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

another person. The name of the license agreement for each type of creation is as follows:

- a) *Exploitation agreement*: patent (patent license agreement); use and design pattern (design protection license agreement); plant variety (variety protection license agreement)
 - b) *Agreement of Use*: Trademark (Trademark License Agreement)
 - c) *Use Agreement*: copyright work
8. *Spin-off enterprise (or exploiting enterprise)*: means an enterprise as defined in Section 3 (4) of Act LXXVI of 2014 on Scientific Research, Development, and Innovation (hereinafter referred to as the KFI tv.)
 9. *Innovation*: as defined in Article 3 point 6) of the KFI tv.
 10. *Research and development*: includes basic research, applied research and experimental development. (KFI tv Article 3 paragraph point 6)
 - a) *basic research*: as defined in Article 3 point 1 of the KFI tv.
 - b) *applied research*: as defined in Article 3 point 2 of the KFI tv.
 - c) *experimental development*: as defined in Article 3 point 2 of the KFI tv.
 11. *Publicly financed aid*: according to the KFI tv. Article 3 point 10
 12. *Consortium*: as defined in Article 3 point 8 of the KFI tv.
 13. *Plant variety*: as defined in Article 105 lit. (a) of the Patent Act.
 14. ⁴*Spin-off undertaking (hereinafter referred to in this Policy as a 'exploiting enterprise')*:
A company created to exploit the development results of the University, which development results accepted by the University Innovation Committee and/or
b) Companies with an RDI agreement with the University (ownership and regardless of management) that provide KFI added value to the University (publication, patent, RDI income).
 15. *Patentable invention* means a patentable invention defined in Article 1 paragraph (1) and Article 5/A of the Patent Act.
 - a) *Utility invention*: the term defined in Article 9 paragraph (1) of the Patent Act.
 - b) *Employee invention*: the term as defined in Article 9 paragraph (2) of the Patent Act.
 16. *Patent*: a right of financial value conferring on the patent owner (patent proprietor) the exclusive right, limited in time and space, to exploit the solution according to the invention. Patent protection lasts for 20 years from the date of filing, but only in the countries where it is registered (protected).
 17. *Intellectual creation*: as defined in Article 3 point 21 of the KFI tv.
 18. *Use of intellectual creation*: a term defined by law for a particular type of intellectual work
 19. *The exploitation of a copyrighted work*: the term defined in Article 17 of Act LXXVI of 1999 on Copyright (hereinafter referred to as the Copyright Act).
 20. *Sale of an intellectual work*: in general parlance, means a transfer (sale) for consideration, but within the meaning of the *Patent Act* it means *a sale of a service invention*.

⁴ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

- a) the *exploitation* of the invention, including the failure to exploit it in order to create or maintain an advantageous market position;
 - b) to *authorize* the use for the benefit of *others* (license);
 - c) permitting the *use for another party* (license);
21. *Intellectual property*: as defined in Article 3 point 20 of the KFI tv.
22. *Copyright*: a term as defined in Article 1 of the Copyright Act.
23. *Invention*: a new technical solution for a product or process. In particular, the following shall not be regarded as inventions:
- a) discovery, scientific theory and the mathematical method;
 - b) the aesthetic creation;
 - c) a plan, rule or procedure for an intellectual activity, game, business, or computer program;
 - d) the display of information.
- (*Patent Act, Articles 1 and 2 paragraph (1)*)
24. *Invention Award*: In the case of the sale of a service invention, the inventor shall be entitled to an invention fee in the cases provided for in Article 13 paragraph (1) of the Patent Act. The same requirements (with some variations) apply to the utility model and the design.
25. *Newsflash*: The *novelty* as defined in Article 2 of the Patent Act is absolute in nature, without temporal or spatial limitation (i.e. information disclosed anywhere in the world at any time before the priority date must be considered to be a news-destroying fact). Information is novel if it is accessible to anyone, i.e. it is not necessary that anyone actually has access to it in reality.
26. *Trade secret - know-how*: the terms defined in Article 1 of Act LIV of 2018 on the Protection of Trade Secrets.
27. *Trademark*: the term defined in Article 1 of Act XI of 1997 on the Protection of Trademarks and Geographical Indications.

Descriptions, definitions and information materials related to intellectual property management will be made available on the University's website under the "RESEARCH" section.

Article 3. [Personal scope of the Policy]

- (1) The scope of the Policy covers
 - a) for all departments of the University;
 - b) ⁵persons who have a medical service, employment or other employment relationship with the University and hold a university title with regular remuneration;
 - c) ⁶the University's research and development, innovation (hereinafter: "RDI"), and teaching activities at the University, persons who are students of the University and who create intellectual property, including PhD students (doctoral candidates) and individual candidates for doctoral degrees;

⁵ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

⁶ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

- d) visiting researchers who carry out RDI and teaching activities at the University and create intellectual works;
 - e) economic entities engaged in RDI and educational activities at the University in the framework of a civil law relationship and creating intellectual property;
 - f) companies set up by or with the participation of the University for the exploitation of intellectual property and persons employed or otherwise engaged in an employment relationship with such companies.
- (2) The persons, entities and bodies referred to in paragraph 1 lit. (c), (d) and (e) shall be subject to the Policy in cases where:
- a) ⁷use University infrastructure (e.g. equipment, buildings, human resources), and
 - b) accept the provisions of the Policy as binding on them, either by a separate declaration or by a contract concluded with them, unless the RDI, teaching or other intellectual property activity is carried out in the context of a call for proposals or a contract whose rules provide otherwise.
- (3) Persons or organisations covered by paragraph 2 may only carry out intellectual RDI, educational or other activities resulting in intellectual creation after signing a contract or a declaration under to paragraph 2 lit. (b).

4. § *[Material scope of the Policy]*

The material scope of the Policy covers the following:

- a) any intellectual property created by staff members covered by the Policy in the course of their work at the University, typically RDI and teaching, and any intellectual property rights therein, whether in the course of their employment or as staff;
- b) intellectual property which the University acquires, free of charge or for consideration, through an agreement with a third party;
- c) other intellectual property rights (e.g. trademarks) that the University is entitled to.

5. § *[Principles relating to intellectual creation]*

- (1) All rights in intellectual property created by persons covered by this Policy in the course of their employment within the University, typically in the fields of RDI and education, in the course of their work in the course of their employment, shall vest in the University, except for the moral rights of the author and the rights set out in paragraph 2.
- (2) Paragraph 1 shall not apply if
- a) a law or contract provides otherwise;
 - b) the University has waived that right in a declaration;
 - c) the University has not made the declaration pursuant to Article 10 paragraph (8) within the time limit.

⁷ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

- (3) Subject to the relevant laws and to paragraphs (1) and (2),
 - a) the patent (or the relevant industrial property right) for the service invention (utility model, design, plant variety) is vested in the University as the successor in title of the creator (inventor);
 - b) the patent (or the relevant industrial property right) for the employee's invention (utility model, design, plant variety) belongs to the creator (inventor) and the University is entitled to exploit it pursuant to Article 2, point 15, lit. b);
 - c) if the creation of the work is an obligation of the author arising from their legal relationship pursuant to Section 3 (1), the property rights are acquired by the University as the successor in title of the author (service-type copyright). The University may use the work, grant permission to others to use it, and assign the property rights.

- (4) The persons and departments covered by this Policy shall, with the care normally required
 - a) facilitate the acquisition, protection, retention and exploitation of intellectual property rights for the University,
 - b) ⁸to ensure that the RDI planned to be carried out with third parties, including the Cooperative Doctoral Programme (hereinafter: KDP), the terms and conditions of cooperation should be set out in writing before the start of the research or teaching activities, and the contracts should provide for the rights to the resulting intellectual works and their allocation, subject to, that, as a general rule, the rights to the intellectual property shall be allocated to the parties in proportion to their contribution to the creation of the work and that, if specialist assistance is required for this negotiation, it may be requested from the Center for Vice-Rector for Science and Innovation and Business Development, with the assistance of the Directorate-General for Legal Affairs and Administration if necessary.

- (5) Unless otherwise provided for by law, the call for proposals or the grant agreement/grant instrument, the general rules for the conclusion of a consortium agreement are as follows
 - a) any member of the consortium has exclusive rights to all intellectual property that it owns, in a documentable manner, independently of and prior to the activity carried out by the consortium,
 - b) if the intellectual work referred to in point (a) is exploited or used in the course of the consortium's activities, the scope of the exploitation or use right, the remuneration of the creators or authors and the costs of protecting the intellectual work must be provided for in the contract,
 - c) the rights to and allocation of intellectual works created by the consortium using the funds awarded to the consortium in the framework of the consortium activity shall also be decided jointly by the consortium members, taking into account their contribution to the project costs and the creation of the intellectual work and the use of the work as referred to in point (a).

⁸ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

- (6) In the case of a project implemented with public funding , the University's agent and all persons covered by this Policy must ensure that the University retains the fullest possible rights to the resulting intellectual property, within the limits of the law and the grant agreements/grant documents.
- (7) Persons covered by the Policy may, by the procedure set out in Article 10 paragraph (8) , offer to the University an intellectual work not covered by the Policy, regardless of whether that work is protected by law.
- (8) The University may waive the rights to the intellectual property rights granted to the researcher under these rules in favour of the researcher, and may reject the intellectual property offered to the researcher.

Article 6 [Preventing the corruption of novelty - publication pre-screening]

- (1) Prior to publication, the researcher, teacher or author (hereinafter referred to in this point as "the author") shall take all reasonable care to ensure that the publication of the intellectual work (including copyright works) or any part of it does not break any new ground, does not jeopardise the industrial property protection of the solution or research result described therein, or does not infringe the intellectual property rights of any third party. In particular, a lecture, presentation, poster, TDK or PhD thesis describing a new intellectual creation or research result may be considered to be novel if it becomes available to anyone, so efforts must be made to ensure the requirements of paragraph (1) prior to these activities.
- (2) ⁹In case of any doubts, the Intellectual Property Management Unit will provide professional support to the author in carrying out the publication pre-screening; the request hereto can be sent in writing before publication. The Intellectual Property Management Team will provide an opinion within 10 working days on whether the disclosure may jeopardise the protection of the intellectual work and, if it considers it justified, the disclosure shall be postponed for 5 working days after the filing of the industrial property application. If the Intellectual Property Management Business Group does not comment on this matter within the time limit, its consent to publication will be deemed to have been given.
- (3) ¹⁰During the publication pre-screening process, the Intellectual Property Management Team also determines whether the research results or creation contained in the publication may be eligible for industrial property protection. If this possibility exists, the Intellectual Property Management Unit will contact the creator with a view to initiating the protection procedure under Article 9.

⁹ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

¹⁰ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

- (4) ¹¹Notwithstanding the provisions of paragraphs (1) to (2), if the procedure under Section 9 has already been initiated in respect of the intellectual work concerned, the creator shall, before publication, be required to notify the Intellectual Property Management Group and to ensure that the novelty is not infringed.

Article 7 [Special rules for students]

- (1) If an organisational unit of the University intends to involve a student or doctoral student (hereinafter collectively referred to as "student") in research and development (TDK, KDP), teaching or other activities involving the creation of intellectual works, a doctoral employment contract or a civil law contract must be concluded with the student in advance. Intellectual property created under this relationship is the property of the University and is subject to the same procedures as those applicable to intellectual property created in the course of employment.
- (2) ¹²The contract with the student must include provisions on the rights to the intellectual creation, the possible exploitation of the work and the student's remuneration.
- (3) The department that will involve the student in the activity in question is responsible for concluding the contract and obtaining the declaration.
- (4) If the University wishes to use an intellectual work created by a student who is not covered by the Policy, a separate contract must be concluded with the student. The student may also offer their intellectual work that does not fall within the scope of the Regulations, in which case the procedure shall be as set out in Article 5 paragraph (7) .
- (5) ¹³By way of derogation from paragraph 1, the provisions of these Rules shall be applied at the level of principle in respect of intellectual works resulting from grants awarded under the KDP. The Center of the Vice-Rector for Science, Innovation and Business Development shall participate in the preparation of the research cooperation agreements to be concluded under the KDP and shall be sent draft agreements for its opinion.

Article 8 [Special rules for visiting researchers]

- (1) The department that involves the visiting researcher in the activity in question is responsible for obtaining the declaration pursuant to Article 3 paragraph (2) lit. b) .
- (2) ¹⁴If persons having a legal relationship with the University pursuant to Article 3 paragraph (1) carry out intellectual property activities at another organisation as visiting researchers, the University shall conclude a prior agreement with the host institution on the management and sharing of intellectual property rights. Before starting this activity,

¹¹ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

¹² Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

¹³ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

¹⁴ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

the researcher concerned must inform the Center of the Vice-Rector for Science, Innovation and Business Development. The agreement will be prepared by the Vice-Rector for Science and Innovation and Business Development, in consultation with the Directorate-General for Legal Affairs and Administration and the host institution, with the involvement of the researcher.

- (3) Paragraphs (1) to (2) shall not apply where otherwise provided by law, contract or invitation to tender.

Article 9 [Notification of intellectual works]

- (1) The filing procedure is the procedure prior to the university industrial property protection procedure pursuant to Article 11, during which the intellectual work becomes known to the University.
- (2) The application procedure shall apply to works of authorship, in addition to those eligible for industrial property protection, and to works of authorship kept secret in lieu of protection, as well as to protected knowledge and copyright works, subject to the exceptions provided for in Article 18.
- (3) ¹⁵Works of art created under these regulations must be registered immediately after their creation - by filling in the form published on the University's website under the "RESEARCH" section, and, if necessary Intellectual Property Management Administration Group with sufficient content and detail to enable it to assess whether
- intellectual creation ;
 - whether the character of the service or the employee can be established;
 - whether the work is eligible for industrial property protection;
 - whether the work can be exploited and will be of scientific, market or other benefit to the University.

The completed form should be sent to the Intellectual Property Management Administration Group.

- (3a)¹⁶ The Intellectual Property Management Team will initiate a consultation within the Vice Rector for Science and Innovation and Business Development, according to which it will continue to refine the form with the applicant, taking into account the exploitation aspects.
- (4) ^{17, 18} The completed form will be registered by the Intellectual Property Management Administration Unit and sent to the Vice Rector for Science and Innovation and Business Development for examination in accordance with paragraph 3(d). The date of

¹⁵ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

¹⁶ According to Senate Decision No. 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

¹⁷ Modified by Senate Decision No. 70/2022 (26 September) Annex 1 Article 2 paragraph (8) Effective from: 15 October 2022

¹⁸ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

registration is the date on which the intellectual property application is recognised by the University (hereinafter referred to as the 'internal recognised date').

- (5) ^{19,20}Following registration, the Intellectual Property Management Administration Group will immediately, and within a maximum of 10 working days, start a preliminary evaluation of the intellectual property in collaboration with the Vice-Rector for Science and Innovation and the Business Development Center.
- (6) The University Innovation Committee of the institution (hereinafter referred to as the University Innovation Committee) is responsible for making decisions on the reception, protection, exercise of rights and exploitation of works of art covered by these regulations: EIB) is established and operated by.

Article 10 [Composition and procedure of the University Innovation Committee]

- (1) Members of the EIB:
 - a) the Rector, who is also EIB President;
 - b) the Chancellor
 - c) the Vice-Rector for Science and Innovation,
 - d) the Deans of the faculties;
 - e) ²¹the President of the University Doctoral Council;
 - f) ²²
 - g) ²³Vice Rector for Science, Innovation and Business Development
- (2) ²⁴The EIB exercises its powers as a body, its decisions
 - a) in person (in person or in absentia via an electronic communications network), or
 - b) by written decision (on paper or by electronic means (e.g. e-mail).

The meeting shall be convened by the Vice-Rector for Science and Innovation at least 5 working days before the meeting, indicating the venue and time. The tasks of the Center of the Vice-Rector for Science, Innovation and Business Development are in particular:

- (3) ^{25,26}The Center for the Vice-Rector for Science, Innovation and Business Development draws up the agenda, which is sent to members 3 working days before the meeting; prepares a preliminary draft decision paper on the requests received; provides the members of the Committee with the information necessary for decision-making; keeps the minutes; prepares the draft decisions, indicating the options available; forwards the

¹⁹ Modified by Senate Decision No. 70/2022 (26 September) Annex 1 Article 2 paragraph (8) Effective from: 15 October 2022

²⁰ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

²¹ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

²² Repealed by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

²³ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

²⁴ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

²⁵ Modified by Senate Decision No. 70/2022 (26 September) Annex 1 Article 2 paragraph (8) Effective from: 15 October 2022

²⁶ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

EIB's decisions to the parties concerned; registers, keeps and archives all the Committee's documentation.

(4)^{27, 28} The proposal, prepared jointly by the Intellectual Property Management Group and the Centre for Vice-Rector for Science and Innovation and Business Development, should, as a general rule, address the following issues and propose a decision, depending on the nature of the work and the knowledge available:

- a) a proposal for the University admission of the work;
- b) assessing the protectability of the work, proposing steps to obtain (maintain) industrial property protection;
- c) for intellectual works that may be protected by industrial property rights, to determine whether they are of a service or employment nature, and for copyright works, whether they are of a service or non-service nature;
- d) in the case of a work of authorship, whether the University claims the work, intends to file an industrial property application or wishes to keep the work secret;
- e) in the case of an employee, whether the University exercises its right to exploit the work;
- f) the possibilities and conditions for utilization;
- g) a waiver of rights in the University and the reasons for it;
- h) foreseeable expenses and their commitment by the University (including the costs of obtaining and maintaining protection, exploitation), as well as benefits (scientific, professional, economic, etc.) and revenues for the University;
- i) whether there is justification for a departure from the general conditions (e.g. remuneration) laid down in the rules;
- j) strategic proposals (e.g. university innovation, industrial property protection, exploitation strategies).

(5)^{29, 30} The EIB exercises its powers collectively as a body. EIB meetings are chaired by the President or their delegate. The Vice-Rector for Science and Innovation is the technical presenter of the agenda items. A meeting is quorate if more than 50% of the members are present.

(6) All members of the EIB are obliged to arrange for their replacement if they are unable to attend the meeting in person. The substitution shall be made on the basis of a general or ad hoc written authorization given by the members. The proxy shall specify whether the proxy is to be used only for deliberations or also for voting, and may, if necessary, include a provision on the position to be taken on the matter covered by the proxy. A general authorization is valid from the date of its issue until its revocation; an ad hoc authorization is valid for one specific committee meeting.

²⁷ Modified by Senate Decision No. 70/2022 (26 September) Annex 1 Article 2 paragraph (8) Effective from: 15 October 2022

²⁸ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

²⁹ Modified by Senate Decision No. 70/2022 (26 September) Annex 1 Article 2 paragraph (8) Effective from: 15 October 2022

³⁰ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

(7)^{31,32}The EIB is open to the participation, by invitation and without voting rights, of experts invited by its members, the Intellectual Property Management Group, and designated staff of the Vice-Rector for Science and Innovation and the Center for Business Development. At the EIB meeting, creators will be given the opportunity to present their work in person, using the template provided.

(8)³³The EIB shall decide on the proposal for a decision contained in the proposals submitted to the Board by the Vice-Rector for Science and Innovation, in particular on the matters referred to in paragraph 4 of this section. Based on the EIB's decision, the employer representing the University **within 90 days from the** first day of recognition (the so-called *90-day rule*), declares that

- a) whether they claim the service invention (or utility model or design), if so, the University will be the proprietor of the invention/patent, will pay the fees for industrial property protection procedures and will have exclusive rights to the invention/patent;
- b) whether the employee's invention (utility model or design) is intended to be exploited, if so, the inventor/author will be the owner of the invention/patent, they can dispose of it, but the University has the (non-exclusive) right to exploit it;
- c) do not claim the service invention (utility model or design) but wish to use it as an employee invention (utility model or design) under lit. (b);
- d) do not claim the service invention (utility model or design) and do not intend to exploit it as an employee invention (utility model or design), in which case the inventor(s)/author(s) become the owner of the invention/patent, have exclusive rights to it and the University has no right to exploit it.

(9)The EIB shall take its decisions by a majority vote; in the event of a tie, a new vote shall be taken. The Chancellor exercises the right of financial control over EIB decisions which have an economic impact on the management, organisation and operation of the University.

(10)³⁴The Vice-Rector for Science, Innovation and Business Development Center shall draw up minutes of the meeting of the Committee, including the decisions taken at the meeting and the proportion of votes cast. The decision's validity and result shall be established by the Rector (or their authorized representative). The decision of the EIB, signed by the Rector and, if necessary, financially countersigned by the Chancellor, will be communicated electronically by the Center for Vice-Rector for Science and Innovation and Business Development to the parties concerned, including the employer entitled to make the declaration, within 5 working days of the decision.

³¹ Modified by Senate Decision No. 70/2022 (26 September) Annex 1 Article 2 paragraph (8) Effective from: 15 October 2022

³² Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

³³ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

³⁴ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

(11)³⁵In the case of a written decision pursuant to paragraph 2(b), members shall be given at least 5 working days to review the proposals and cast their votes. A written decision shall be valid if more than 50 % of the members have transmitted their voices to the Center of the Vice-Rector for Science, Innovation and Business Development. In the case of a valid vote, the rest of the process as described for the board meeting applies.

Article 11 [Industrial property procedure]

- (1) ³⁶If the University decides to obtain (maintain) the industrial property rights based on the decision of EIB, the Intellectual Property Management Unit will initiate the industrial property procedure depending on the nature of the intellectual property within 90 days of the signature of the EIB decision.
- (2) The University shall bear the costs of obtaining protection up to the amount set out in the EIB decision. If the intellectual work was created in collaboration with another institution or business organisation, the costs are shared in proportion to the right to the work, unless otherwise agreed.
- (3) If the creation of the intellectual work is part of a supported project in which industrial property and exploitation costs are eligible, these costs must be included in the project budget.
- (4) ³⁷If the EIB decides that the University does not wish to obtain protection for the protectable intellectual property, but wishes to keep it secret for professional or business reasons, the Vice-Rector for Science and Innovation and the Business Development Center will notify the creator in writing within 5 working days of the EIB's decision. The creator may no longer disclose information relating to the subject matter of the intellectual work without permission. In case of the use of the work by the University, the creator shall be entitled to a fee in accordance with the law and these Rules.
- (5) ^{38,39}Throughout the entire process of industrial property proceedings, creators must cooperate with the Intellectual Property Management Group, the Center of the Vice-Rector for Science, Innovation and Business Development the appointed patent attorney and lawyer or experts involved by the University, in particular in signing documents and providing technical information necessary for IP procedures.
- (6) ⁴⁰During industrial property proceedings, in particular before the publication of the application at the Office, the intellectual property may be disclosed to third parties only on the basis of a confidentiality agreement (confidentiality agreement) between the third

³⁵ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

³⁶ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

³⁷ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

³⁸ Modified by Senate Decision No. 70/2022 (26 September) Annex 1 Article 2 paragraph (8) Effective from: 15 October 2022

³⁹ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

⁴⁰ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

party and the intellectual property right holder. The signing of the draft confidentiality agreement - a template of which can be downloaded from the "RESEARCH" section of the University's website - is coordinated by the Center of the Vice-Rector for Science, Innovation and Business Development.

Article 12 [Use - general provisions]

- (1) The EIB decides on the exploitation strategy or modification of each intellectual property individually, taking into account all the circumstances. For the purposes of this Policy, the term "university use" means:
 - a) internal, in-house use, exploitation;
 - b) authorizing the use for the benefit of others;
 - c) the provision of intellectual property to a university user or other undertaking as a non-monetary contribution (appropriation);
 - d) the transfer (final sale) of the property rights resulting from the intellectual creation and from the protection of industrial property rights.
- (2) ^{41,42}At the request of the Vice-Rector for Science, Innovation and Business Development, creators are also required to participate in processes concerning the exploitation of their work, such as finding partners, presenting the work, developing proposals for development, and attending meetings.

Article 13 [Internal use]

- (1) In the case of a service invention, utility model or design, the University has the exclusive right to exploit the work internally in its own field of activity. The creator (e.g. inventor) shall be entitled to the remuneration laid down by law and these Rules for all types of exploitation, including internal exploitation, unless the parties agree otherwise. This provision does not apply to the internal use of a work of authorship of a service nature.
- (2) The University has the right to use the employee's invention (utility model or design), but this right is not exclusive and the University may not grant a license to third parties. The right of exploitation may not be transferred or assigned, except by succession.
- (3) Pursuant to Article 7 paragraph (7) of the *Patent Act*, prior to the publication of the patent application, the invention may only be disclosed to the public with the consent of the inventor or his successor in title. As a result of this provision, the University may only exploit the employee's invention in accordance with the right of the creator (e.g. inventor) to publish the invention.

Article 14 [Authorization of exploitation for another party]

⁴¹ Modified by Senate Decision No. 70/2022 (26 September) Annex 1 Article 2 paragraph (8) Effective from: 15 October 2022

⁴² Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

- (1) ^{43,44}If the EIB so decides, the University may grant a license to a third party to exploit the intellectual property rights owned by it. The rights and obligations of the University, as licensor, and the user, as licensee, shall be set out in a license agreement. The draft contract will be prepared by the Center of the Vice-Rector for Science, Innovation and Business Development.
- (2) Throughout the duration of the license agreement, the University must ensure that no third party has any right to the patent which prevents or restricts exploitation and that the invention is technically feasible (warranty of title and necessity).

Article 15 [Apportation of intellectual property]

- (1) If the EIB decides to do so, the University may make the intellectual property it owns available to businesses for exploitation. The company making the exploitation may be one of the following:
 - a) an exploiting company under the *KFI tv*.
 - b) a spin-off enterprise not falling under lit. a)
 - c) an undertaking not covered by lit. (a) and (b).
- (2) Undertakings within the meaning of paragraph (1) lit. (a) shall be subject to the *KFI tv*. Article 34 and the provisions of *the University's regulations on business companies* shall apply.
- (3) The typical ways in which intellectual property owned by the University is made available are:
 - a) From an exploiting company within the meaning of paragraph 1 lit. (a) established or owned by the University in the case of
 - aa) the University makes the intellectual property available to the exploiting company as a non-monetary contribution (apportioned).
 - ab) The University makes a monetary contribution to the exploiting company only and grants the company a license to exploit the intellectual property in a license agreement.
 - b) The University shall grant a license to an exploiter within the meaning of paragraph 1(b) or to another undertaking within the meaning of paragraph 1(c), established without its participation, to exploit the intellectual work by means of a license agreement.

Article 16 [Transfer of property rights in intellectual property and industrial property rights]

If the EIB decides to do so, the University may transfer (outright sell) the claim to the intellectual property it owns and the rights deriving from the industrial property protection.

⁴³ Modified by Senate Decision No. 70/2022 (26 September) Annex 1 Article 2 paragraph (8) Effective from: 15 October 2022

⁴⁴ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

Article 17 [Renunciation of intellectual creation, and the rights thereto]

- (1) The University may, at the EIB's discretion, waive the rights to the intellectual property rights in the intellectual property that it owns or has been offered, provided that such waiver shall not cause the University to suffer any loss of property, taking into account all the circumstances of the case.
- (2) The creator may dispose of the service intellectual property if the University consents thereto or if the creator fails to make the declaration referred to in Article 10(8) within 90 calendar days.
- (3) The University may decide to withdraw the patent application initiated for service inventions or not to pay the necessary procedural fees and thereby waive provisional patent protection. In such a case, before taking such action, and in such a way as to ensure that the time limits for the exercise of the patent claim are guaranteed to the inventor, he shall offer the inventor the assignment of the patent claim free of charge, with or without a right of exploitation in respect of the employee's invention. The surrender of provisional protection is effective without the inventor's consent. This provision shall apply mutatis mutandis to other intellectual works eligible for industrial property protection.
- (4) The protection for an employee invention shall be granted to the creator without the University's right of exploitation being encumbered, if the University has, under the *Patent Act* or fails to make a declaration pursuant to Article 10 paragraph (8) within 90 calendar days. This provision shall apply mutatis mutandis to other intellectual works eligible for industrial property protection.
- (5) If the University relinquishes its rights to the intellectual work at any stage of the procedure, the creator shall be entitled to all such rights free of charge, with the proviso that the University may claim a share of any profits from further exploitation up to the amount of its expenses up to the date of relinquishment or a specified proportion of the net revenue. The EIB's decision on the waiver must quantify the amount of the financial expectation on the creator and inform the creator of this in the decision.

Article 18 [Determination of the service character of an author's work]

- (1) The property rights to works created by authors who have a legal relationship with the University under paragraph (1) of Article 3 are acquired by the employer (University) if the work is the author's obligation under this legal relationship. Unless otherwise agreed, when the author of a work under this legal relationship completes and delivers the work, all property rights, except for their personal rights are transferred to the University.
- (2) The basic condition for the establishment of the character of service is that the work is created by the author in the performance of a duty arising from their employment within the meaning of paragraph 1. The existence of a legal relationship does not in itself

establish the service character of the work, which requires the written recording of the work's obligation to create it. In determining the duty, the starting point shall be, first of all, the job duties defined in the job description and the document establishing the legal relationship pursuant to Article 3 paragraph (1) (employment contract, contract of assignment, etc.). On a case-by-case basis, the employer may also have the power to issue an ad hoc instruction to create a work of authorship for the purposes of the service. To qualify as a work of an official character, it is not necessary that the work is created at the workplace during working hours, as the author may not only carry out creative activities during working hours.

- (3) ⁴⁵Works of authorship are considered to be of a public service nature, in particular, works of authorship resulting from grants awarded by the University as a beneficiary under grants and other programmes or from the use of University infrastructure not covered by a specific agreement, even if they are not otherwise part of the authors' professional duties.
- (4) If the creation of a work of authorship does not constitute an employment obligation arising from their legal relationship pursuant to Section 3 (1), and the employer has not given an ad hoc instruction for its creation, the author shall be free to dispose of it even if the work falls within the scope of the University's activities in terms of its content. In such cases, the University is not automatically entitled to use the work, but only by agreement with the author.
- (5) ⁴⁶When assessing the service character of a work of authorship, the position of the manager exercising the right of employment must be taken into account in case of doubt. If there is disagreement between the manager and the author in this respect, the parties should refer the matter to the EIB through the Intellectual Property Management Group. The EIB will decide on the issue after having heard the facts and views.
- (6) The University shall have the right to dispose of the property of a service nature, and the institution shall decide on its use, transfer for use or transfer. The provisions of Articles 9 to 17 of this Policy shall apply mutatis mutandis to the notification and use of works of authorship of a service nature.

Article 19 [Fees from exploitation and their distribution]

- (1) The inventor/creator shall be entitled to an invention/creator's fee for the exploitation of the intellectual work, at the rate established in accordance with the legislation in force and these Rules.
- (2) The remuneration of the inventor/creator is governed by a contract (e.g. an invention royalty contract or a license agreement) concluded with the University, the exploiting

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patent partner or the right holder. The provisions on remuneration in *the Patent Act* and the *Copyright Act* and in these Rules may be derogated from by the EIB, within the limits of the law, by mutual agreement of the parties.

- (3) ^{47, 48} The content of the invention/creation fee agreement will be proposed by the Center of the Vice-Rector for Science, Innovation and Business Development, in consultation with the Directorate General for Legal and Administrative Affairs, for general legal compliance purposes, if necessary, in submission to the EIB.

Article 20 [Inventory fee]

- (1) If the service invention is sold, the inventor receives an invention fee. The inventor is entitled to the royalty for all forms of exploitation separately, as well as in the case of authorization of exploitation without consideration and free transfer.
- (2) The invention fee shall be paid by the University as the employer; in the case of a joint patent, the exploiting patentee shall pay the invention fee, unless otherwise agreed by the patent partners. In the case of authorization and transfer, the rights holder may assume the obligation to pay the fee from the University in the contract.
- (3) The royalty for exploitation should be proportionate to the amount that the University (or the patent partner exploiting the invention) would pay under a patent license agreement in exchange for a license, based on the licensing traffic in the technical field of the invention (this is the so-called *licensing analogy principle*).
- (4) In the case of a license to exploit or a transfer of a patent, the invention fee must be proportionate to the consideration for the license to exploit or the transfer (or the economic advantage derived from the license to exploit without consideration or from the free transfer).
- (5) In determining the amount of the invention fee, the proportion referred to in paragraphs 6 and 7 shall be determined taking into account the contribution of the University to the creation of the invention and the obligations of the inventor arising from his employment. In the case of an invention kept secret, the disadvantages to the inventor of not obtaining protection must also be taken into account.
- (6) The fee for the exploitation of the employee's invention is paid by the University (or by the exploiter in the case of multiple employers, unless otherwise agreed). In determining the royalty to be paid for the exploitation right, the licensing analogy under paragraph 6 shall be taken into account.

⁴⁷ Modified by Senate Decision No. 70/2022 (26 September) Annex 1 Article 2 paragraph (8) Effective from: 15 October 2022

⁴⁸ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

- (7) For the remuneration of the breeder of a plant variety, the inventor of a utility model and the designer, the provisions of paragraphs 1 to 9 shall apply mutatis mutandis.

Article 21 [Author's fee]

The University shall acquire the property rights resulting from a work of authorship created within the framework of a legal relationship under Section 3 (1), subject to the obligation that the author shall be remunerated if the institution grants permission for its use to another person or transfers the property rights in the work to another person. No fees are payable for internal use.

Article 22 [Basis for the invention/creator's fee]

- (1) In the case of (internal) exploitation of an intellectual work by the University, the basis for determining the invention/creator's fee should be the amount for which the work in question could be obtained on the market (through a license or transfer).
- (2) In the case of licensing, the starting point for the invention/creator fee is the license fee or royalty paid to the University, and in the case of transfer of the intellectual property, the purchase price received.
- (3) In determining the amount under paragraph (2), the University shall take into account any related quantifiable benefits or perquisites (including any shares or shares created by the licensee/customer), other than any assets, services or rights provided by the licensee/customer to the University.
- (4) In the case of exploitation by a user and by another undertaking, the basis for the fee shall be determined on an individual basis, with a separate assessment of whether the University and the inventor/creator have a shareholding in the company.
- (5) In the case of external use (use) or transfer of a work of authorship, the fee shall be agreed between the parties individually by contract.
- (6) ^{49,50}The revenue from all forms of exploitation of intellectual property shall be reduced by the costs associated with the evaluation, protection, maintenance and exploitation of the work (including, for example, the relevant fees, administrative service charges, taxes, contributions, including employers' contributions on fees), as determined by the Intellectual Property Management Administration Unit and the Center of the Vice-Rector for Science, Innovation and Business Development, subject to data provided by the Directorate-General for Economic Affairs.

Article 23 [Amount of the invention/creation fee]

⁴⁹ Modified by Senate Decision No. 70/2022 (26 September) Annex 1 Article 2 paragraph (8) Effective from: 15 October 2022

⁵⁰ Modified by Senate Decision 44/2023 (25 May) Annex 3 Effective from: 01 June 2023

- (1) ⁵¹The amount of the inventor's/creator's prize is determined by these Rules in proportion to the % of the prize fund defined in Article 22 and is distributed between the inventors/creators and their departments or research teams and the Research Development and Innovation Fund (hereinafter: RDI Fund) by applying the following guidelines.
- (2) ⁵²The share of inventors/creators involved in the creation of an intellectual creation is 40-60% of the prize fund. The department or research group employing the inventor/creator can receive 10%-20% of the award, while the RDI Fund's share is 20%-40% of the award. The fee agreement may deviate from these proportions, primarily for the benefit of the inventors/creators.
- (3) ^{53, 54}The specific allocation must be agreed individually under the above conditions and set out in the tariff contract. The EIB decides on the proportions on the basis of a proposal from the Vice-Rector for Science and Innovation, according to the position paper of the Vice-Rector for Science and Innovation and Business Development.
- (4) A fee contract must be concluded within 30 working days of the EIB's decision. The share to be paid to the inventors/creators must be paid after the conclusion of the contract and no later than 60 working days after the receipt of the proceeds in the university account. If the revenue to cover the fee is received in instalments in the University's account, the time limit shall be applied in accordance with each instalment.
- (5) In the case of multiple inventors/creators, the prize will be divided between them in proportion to their individual contribution to the creation of the intellectual creation. The proportion of the individual contribution is to be determined on the basis of the information provided in the intellectual property declaration form or in the declaration subsequently issued.
- (6) ⁵⁵ The University shall pay an inventor's/creator's fee only for the exploitation of intellectual property disclosed to the Intellectual Property Management Unit in accordance with Article 9 of [this Policy](#).

Article 24 [Registration and valuation of intellectual property]

- (1) The University shall ensure that records of intellectual property and related rights are kept in an appropriate form and detail, in accordance with accounting legislation.

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- (2) ⁵⁶The Directorate-General for Economic Affairs shall keep centralised accounting records of the intellectual works covered by these Regulations, in accordance with the provisions of Act C of 2000 on Accounting, and in line with the provisions of the University's own-cost regulations. This activity is supported by the Intellectual Property Management Team, through guidance, training and face-to-face meetings.
- (3) ⁵⁷In addition to the register pursuant to paragraph (2), the Center of the Vice-Rector for Science, Innovation and Business Development shall keep a separate professional register of all intellectual property created at the University, its legal protection, exploitation and the organisations exploiting it, based on the data provided by the Intellectual Property Management Administration Unit, which shall include in particular the following data:
- a) the name of the intellectual creation, a detailed description of its subject (content);
 - b) in the case of an industrial property application or protection, the type of protection, in the case of a copyright - copyright protection;
 - c) the service or employment nature of the intellectual creation;
 - d) the names of the creators (e.g. inventors, authors), the employing department or research group, and the inventor/author ratios in the case of multiple creators;
 - e) procedural dates (e.g. creation, report ready, university application, [internal](#) recognised date, IPR procedures, EIB decision, contract conclusion, fee payment);
 - f) the other owners, holders and exploiters of intellectual property outside the University, and ownership interests.
- (4) ^{58,59}Intellectual property and related rights received by the University (EIB) are professionally evaluated by the Vice-Rector for Science and Innovation and Business Development, on the basis of the available information and according to its possibilities, using known national and international methods. All persons and departments covered by this Policy should assist in the evaluation by providing information. The peer review will cover in particular the following aspects:
- a) professional, technological aspects of the intellectual creation, its technological "maturity", its advantages in relation to the state of the art;
 - b) the forms, routes, territorial extensions, expected costs and return on investment of obtaining industrial property protection;
 - c) the need to involve a representative (patent agent or lawyer);
 - d) market aspects of intellectual property, marketability, analysis of competitors, opportunities and conditions for exploitation and business development;
 - e) third party rights;
 - f) the financial aspects of the intellectual creation; the professional and financial contributions of the creators and the University; the expected results;
 - g) the possibilities for further development, the costs and the return on investment.

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- (5) An external valuation expert may be involved in the case of exploitation activities where the determination of the market value is mandatory or justified, but the principle of proportionality must always be taken into account, i.e. if the estimated consideration for the external valuation service exceeds half of the expected revenue from the exploitation, the involvement of an external expert does not ensure the enforcement of the University's interest.
- (6) ⁶⁰The Innovation Center is obliged to monitor the deadlines of the obligations related to the protection procedures and maintenance of intellectual property rights for industrial property applications or protected intellectual property. In case of a decision, prepare the EIB meeting within a reasonable time and take the necessary measures towards the Directorate-General for Economic Affairs.

Article 25 [Consequences of breaching the rules]

- (1) Any person may report any breach of the provisions of this Policy to the EIB. The investigation of the circumstances of the infringement is carried out, at the EIB's request, by an ad hoc working group composed of members appointed jointly by the Rector and the Chancellor, who sends the results of the investigation to the Rector, who decides, where appropriate, on the necessary measures to be taken and on the information to be provided to the competent managers.
- (2) Infringements include, in particular, premature disclosure (novelty infringement) of intellectual property already accepted by the University, misleading the University, making untrue statements of fact, concealing a fact, divulging an official or trade secret, using an intellectual property owned by the institution for its own purposes or for the purposes of a third party, or failing to provide or failing to provide the required information.

Article 26 [Application of the IPR policy, report to the governing body]

^{61, 62} The University shall annually, with the approval of the Senate, submit a report to the Minister responsible for the coordination of science policy on the achievement of the objectives of the exploitation of intellectual property created at the institution in accordance with the provisions of its IPR management regulations (KFI tv.). Based on the data and professional opinion of the University's departments, in particular the Intellectual Property Management Group, the report is prepared by the Center of the Vice-Rector for Science, Innovation and Business Development, which is required to provide all the departments concerned with the information available to them.

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