SEMMELWEIS UNIVERSITY
ORGANIZATIONAL AND OPERATING RULES
BOOK I
ORGANIZATIONAL AND OPERATING ORDER

I.6 SPECIAL PART
INTELLECTUAL PROPERTY MANAGEMENT POLICY

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INTELLECTUAL PROPERTY MANAGEMENT POLICY

Article 1 [Purpose of the Policy]

(1) The Semmelweis University 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) cooperation between user companies and 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 rules for the protection of intellectual works,
b) the basic principles governing the exploitation activities of the exploitation undertaking designated in these Regulations as the exclusive user of the intellectual property created at the University, and
c) 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 2 [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. Exploitation framework contract: a contract whereby the University agrees to exploit the Intellectual Property created at the University.
8. Licensing contract (licence agreement): a contract not for the transfer but for the licensing agreement, which applies when the user of the work is not the primary rights

holder (the author, registered patent holder, trademark holder, etc.), but another person. The name of the licence 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

9. *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.)
10. *Innovation:* as defined in Article 3 point 6) of the KFI tv.
11. *TTC:* The Semmelweis Technology Transfer Centre Zrt is a 100%-owned company of Semmelweis University, whose purpose and primary task is the exploitation of the Intellectual Property created at the University from 22 December 2023 onwards through a licensing and exploitation company, which it is exclusively entitled to do.
12. *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.
13. *Publicly financed support: according to the KFI tv. Article 3 point 10*
14. *Consortium:* as defined in Article 3 point 8 of the KFI tv.
15. *Plant variety:* as defined in Article 105 lit. (a) of the Patent Act.
16. *Spin-off company (hereafter referred to in these rules as the 'benefiting undertaking'*): A company established to utilize the University's development results, which have been accepted by the University Innovation Committee.
17. *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.
18. *Patent:* a right of financial value conferring on the patent owner (patent proprietor) the exclusive right,
    - limited in time and space - grants an exclusive right to exploit the invented solution. Patent protection lasts for 20 years from the date of filing, but only in the countries where it is registered (protected).
19. *Intellectual creation*: as defined in Article 3 point 21 of the KFI tv.
20. *Use of intellectual creation:* a term defined by law for a particular type of intellectual work
21. *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).
22. *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.

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);

23. *Intellectual creation*: as defined in Article 3 point 20 of the KFI tv.
24. *Copyright*: a term as defined in Article 1 of the Copyright Act.
25. *Creator's fee:* a prize awarded to the creator of an Intellectual Work in accordance with the law and these Rules.
26. *Corruption of novelty: 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.
27. *Trade secret - know-how:* the terms defined in Article 1 of Act LIV of 2018 on the Protection of Trade Secrets.
28. *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) persons holding the title of professor emeritus who are in a legal relationship with the University in the field of health services, employment or other legal relationships aimed at performing work, and who do not receive remuneration, as well as persons holding a university title that entails regular remuneration;
c) the University's research and development, innovation (hereinafter: KFI), as well as persons engaged in educational activities, creating intellectual works, who are in a student relationship with the institution, including those in graduate and postgraduate training, residents, and individuals preparing for doctoral degrees;
d) visiting researchers who carry out KFI and teaching activities at the University and create intellectual works; external doctoral supervisors;
e) business organisations that carry out KFI and educational activities at the University and create intellectual property under civil law;
companies set up by the University or with its participation for the exploitation of intellectual property and persons employed by or having other employment relationships with such companies, provided that persons and entities under points (d) and (e) are covered by the Code in cases where the University's infrastructure (e.g.

equipment, buildings, human resources) and who, by a separate declaration or by a contract concluded with them, accept to be bound by the provisions of the Code, unless the KFI, teaching or other intellectual creation activities carried out are carried out in the context of a tender or contract whose regulations provide otherwise.

(2) Persons or entities covered by points (1)(d) and (e) may carry out KFI, education or other activities resulting in intellectual creation only after signing a contract or declaration with them.

Article 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.

Article 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.

(3) Subject to the relevant laws and to paragraphs (1) and (2),

a) the patent (or the corresponding industrial property right) for the service invention (utility model, design, plant variety) is granted to the University as the successor in title of the creator (inventor);
b) the patent (or the corresponding industrial property right) for an employee invention (utility model, design, plant variety) belongs to the creator (inventor);
c) if the creation of the copyright work is an obligation of the author arising from his/her legal relationship pursuant to Article 3 paragraph (1) lit. (b), the property rights are acquired by the University as the successor in title of the author (copyright work of a service nature). 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) to facilitate the acquisition, protection, retention and exploitation of intellectual property rights for the University (or, in the case of exploitation rights, the TTC through the University),

b) to ensure that the KFI planned to be carried out with third parties, including the Cooperative Doctoral Programme (hereinafter: KDP) framework, or before commencing educational activities, the terms and conditions of cooperation shall be set out in writing, and such agreements shall stipulate the rights relating to the intellectual works created, bearing in mind that, as a general rule, the rights related to intellectual creations belong to the parties in proportion to their contribution to the creation of the work, and if expert assistance is required for these negotiations, it may be requested from the Vice-Rector for Science and Innovation and the Business Development Center, involving the Directorate-General for Legal and Administrative Affairs 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 activity, the scope of the exploitation and use rights, the remuneration of the creators and authors, and the costs related to the protection of the intellectual work shall be provided for in a separate contract, jointly with the TTC,

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).

(6) In the case of a publicly funded project, the University's agent and all persons covered by these Rules 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 Code may, in accordance with the procedure provided for in Article 10(8), offer to the University an intellectual work that is not covered by the Code, regardless of whether or not that work is protected by law.

(8) The University may waive the rights to the intellectual property rights granted to it under

this Policy in favour of the researcher, and may reject the intellectual property offered.

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 or secrecy 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, article, TDK or PhD thesis, Rector's thesis or dissertation 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) In case of any doubts, the Intellectual Property Management Team will provide professional support to the author in carrying out the publication pre-screening, and the request can be sent in writing before publication. Within 10 working days, the Intellectual Property Management Unit will comment 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 with the Office. If the Intellectual Property Management Team does not comment on this issue within the given deadline, its consent to publication is deemed to have been given.

(3) During the publication pre-screening process, the Intellectual Property Management Team also determines whether the research result or creation contained in the publication is eligible for industrial property protection. If this possibility exists, the Intellectual Property Management Team shall contact the creator with a view to initiating the protection procedure under Article 9.

(4) Notwithstanding the provisions of paragraphs (1) to (2), if the procedure under Article 9 has already been initiated for the intellectual work in question, the creator shall contact the Intellectual Property Management Team before publication and ensure that no novelty is corrupted.

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) The 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) By 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 Centre 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) If 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, the researcher concerned must inform the Centre 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) Creations under this Policy must be declared immediately after their creation by completing the Intellectual Creation Declaration form published on the University's website under "RESEARCH", with the assistance of the Intellectual Property Management Team, if necessary, with sufficient content and detail to enable it to be assessed

a) whether it is an intellectual creation;
b) whether the nature of the service or the employee character can be established;
c) whether the work is eligible for industrial property protection;
d) whether the work can be exploited and will be of scientific, market or other benefit to the University
e) [1]how the use of artificial intelligence has contributed to intellectual creation.

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

(4) The completed form shall be registered by the Vice-Rector for Science and Innovation and Business Development and sent to the TTC for examination in accordance with paragraph 3 lit. (d). The date of registration is the date on which the intellectual property application is recognised by the University (hereinafter referred to as the 'internal recognised date').

(5) Following registration, the Centre for Vice-Rector for Science and Innovation and Business Development will start a preliminary evaluation of the intellectual creation immediately, within a maximum of 10 working days, in cooperation with the TTC.

(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), which shall perform the functions of the Intellectual Property Committee under point 129 of the Public Expenditure Financing Agreement in force on 22 December 2023.

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

(1) Members of the EIB:

a) the Rector, who is also EIB President;

[1] Established by Senate Decision 88/2025 (25 September) Senate Resolution Annex 1 Article 2 paragraph (1). Applicable pursuant to Article 7 paragraph (1) of the Rules on Regulations for the Preparation of Regulatory Documents: 2 October 2025

b) the Chancellor
c) the Vice-Rector for Science and Innovation,
d) the Deans of the faculties;
e) the President of the University Doctoral Council;
f) Vice Rector for Science and Innovation and Business Development Center
g) a person delegated by the TTC, in accordance with its Rules of Organisation and Operation.

(2) The EIB exercises its powers as a body, taking 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) The Centre for Vice-Rector for Science and Innovation and Business Development draws up the agenda, which is sent to members 3 working days before the meeting; prepares a pre-decision proposal on the requests received, in cooperation with the TTC; provides the information necessary for the decision-making process to the members of the Committee; keeps the minutes; prepares the draft decisions, indicating the options available; forwards the EIB decisions to the parties concerned; registers, keeps and archives all the Committee's documentation.

(4) Depending on the nature of the work and the knowledge available, the following questions should, as a general rule, be addressed and a proposal for a decision should be drafted in the proposal prepared by the Centre for Vice-Rector for Science and Innovation and Business Development:
a) a proposal for the academic reception 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, with the involvement of the TTC;
g) a waiver of rights in the University and the reasons for it;
h) foreseable 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) 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 authorisation 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 authorisation is valid from the date of its issue until its revocation; an ad hoc authorisation is valid for one specific committee meeting.

(7) Experts invited by the members, the Intellectual Property Management Group, the Vice-Chancellor for Science and Innovation and Business Development and designated staff of the TTC may participate in the work of the EIB, by invitation and without voting rights. At the EIB meeting, creators of intellectual works present their work in person.

(8) The EIB shall decide within 30 days of the date of internal recognition 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 will declare within 90 days of the date of internal recognition (the so-called *90-day rule*) 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/pattern, 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/pattern, 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) The Vice-Rector for Science and Innovation and the Centre for Business Development 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 Centre for Vice-Rector for Science and Innovation and Business Development to the parties concerned within 5 working days of the decision.

(11) In 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, Innnovation 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) If the University decides to obtain (maintain) the industrial property rights on the basis of the EIB decision, the Intellectual Property Management Team will initiate the industrial property procedure depending on the nature of the intellectual property within 90 days 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) If 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 Centre 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 the event 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) Throughout the entire process of industrial property protection procedures, creators

must cooperate with the staff of the Intellectual Property Management Unit and the Vice-Rector for Science and 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 industrial property protection procedures.

(6) During 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 party and the intellectual property right holder. The draft confidentiality agreement - a template of which can be downloaded from the University's website at: https://semmelweis.hu/jogigfoig/szerzodestar/mintaszerzodesek/ - is coordinated by the Vice-Rector for Science and Innovation and the Centre for Business Development.

Article 12 [Utilisation/exploitation - general provisions]

(1) If the EIB decides to accept an intellectual work submitted to it pursuant to Article 11 paragraph (8), the University shall grant the accepted intellectual work to the TTC for exploitation on the basis of a framework licence agreement to be concluded with the TTC. The TTC is then entitled to decide on the exploitation strategy for the intellectual property concerned.

(2) Based on the request of the TTC (or the Vice-Rector for Science and Innovation and the Business Development Centre for Intellectual Property before 22 December 2023 for intellectual property made available for use by the University), creators are also required to participate in the processes concerning the use of their work, such as finding partners, presenting the work, developing development proposals, and participating in meetings.

(3) On the basis of the framework exploitation agreement concluded between the University and the TTC and the model individual agreement annexed thereto, the University and the TTC, by concluding the individual agreement, shall grant to the TTC the broadest exclusive right of use and exploitation of the Intellectual Property received by the EIB, as permitted by law, applicable to the Intellectual Property received.

(4) Subject to the terms and conditions set out in the framework licensing agreement and the individual contract, the TTC is entitled to conclude a licensing contract for the exploitation of the IPR received (sublicensing contract).

Article 13 [Internal use, free use]

(1) The University shall be entitled to use the Intellectual Property for its own educational, patient care or research purposes during the term of the individual agreement with the TTC, provided that such use shall not include the results of any development by the

sublicensee and/or its sublicensees.

Article 14 [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 which it holds 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 vest in the creator without the burden of the University's right of exploitation if the University waives this right under the *Patent Act*or if it fails to make the declaration under Section 10 (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 15 [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 pursuant to Section 3 paragraph (1) shall be acquired by the employer (University) if the creation of 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 his/her

moral 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) Works 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 his/her 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) In the event of doubt, the position of the manager exercising the employer's right must be taken into account when assessing the service character of the work. 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 registration and use of works of authorship of a service nature.

Article 16 [Fees from exploitation and their distribution]

(1) The inventor/creator (hereafter: The Creator) shall be entitled to remuneration for the exploitation of the intellectual work, which may be an invention fee or a copyright fee

(hereinafter referred to as "royalty"), in accordance with the provisions of the legislation applicable to him/her, in an amount determined in accordance with the legislation in force and these Rules.

(2) The remuneration of the Creator shall be governed by the provisions of these Rules and by the contract (e.g. a royalty contract or a licence agreement) concluded with the University, the exploiting patentee or the right holder. The provisions on remuneration in the Patent Act, the Copyright Act and these Rules may be derogated from by the EIB, within the limits of the law, by mutual agreement of the parties.

(3) The Centre for Vice Rector for Science and Innovation and Business Development, in consultation with the Directorate General for Legal and Administrative Affairs, will propose the content of the Creator Fee Agreement in a submission to the EIB, where necessary for general legal compliance.

Article 17 [Creator's fees for inventions]

(1) If the service invention is exploited, the inventor receives an Inventor's fee. The inventor is entitled to the Creator's fee (royalty) for each of the ways of exploitation.

(2) The inventor's fee is payable by the University as the employer; in the case of a joint patent, it is payable by the patentee who exploits the patent, unless otherwise agreed by the patentees. In the case of authorisation and transfer of use, the grantor 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 exploiting patent partner) would pay under a patent licence agreement in exchange for a licence, based on the licensing traffic conditions in the technical field of the invention (this is the so-called *license analogy principle*).

(4) In the case of a licence to exploit or a transfer of a patent, the royalty shall be proportionate to the value of the licence or transfer (or to the economic advantage derived from the licence to exploit without consideration or from the free transfer).

(5) In determining the amount of the inventor’s fee, the proportion referred to in paragraphs (3) and (4) shall be determined taking into account the University's contribution 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). When determining the creator's fee payable in return for the right of use, the principle of

license analogy set out in paragraph (6) shall be taken into account.

(7) For the remuneration of the breeder of a plant variety, the inventor of a utility model, the creator of protected knowledge protected by the Law on the Protection of Trade Secrets and the designer, the provisions of paragraphs (1) to (6) shall apply mutatis mutandis.

Article 18 [Special rules on the Author's Fee for a work of authorship]

(1) The property rights resulting from a work of authorship created within the framework of a legal relationship pursuant to Section 3 (1) shall be acquired by the University with the obligation that the author shall be entitled to a royalty 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.
(2) The amount of the Author's Fee payable to the author under this Article shall be determined on an individual basis.

Article 19 [Principles for planning the income from the exploitation of inventions]

(1) The amount of revenue expected from the exploitation of an intellectual work should be determined on the basis of the amount for which the work in question could be obtained on the market (through a licence or transfer).

(2) In the case of licensing, the starting point for the projected revenue is the licence fee or royalty paid to the TTC for the intellectual works exploited by the TTC, and in the case of transfer of the intellectual work, the purchase price received.

(3) In determining the amount under paragraph 2, account shall be taken of any related quantifiable benefits (including any shares issued or shares created by the licensee/buyer), excluding any assets, services or rights provided by the licensee/buyer.

Article 20 [Rate of the Creator's Fee for the exploitation of inventions]

(1) The amount of the creator’s fee shall be determined by these Policy as a percentage of the actual revenue generated by the intellectual creation, as set out in paragraph (2), and shall be distributed between the inventors/creators and their departments or research teams and the Research, Development and Innovation Fund (hereinafter referred to as the "Research, Development and Innovation Fund"): KFI Fund) and the TTC.

(2) The revenue from the exploitation of Intellectual Property is allocated as follows:

Sharing the proceeds from the exploitation of Intellectual Property				
Income from use (HUF)	University KFI Fund	Department / Research Institute	Creator(s) (creator's prize)	TTC
0-24 999 999	15%	5%	50%	30%
25 000 000-49 999 999	20%	15%	35%	30%
50 000 000-	30%	20%	20%	30%

(3) In case of deviations from the ratios set out in paragraph (2), the EIB shall decide on the new distribution ratios on the basis of a joint proposal of the Vice-Rector for Science and Innovation and the TTC, on the basis of a proposal of the Vice-Rector for Science and Innovation.

(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 authors, the prize will be divided between them in proportion to their individual contribution to the creation of the work. 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) The creator's fee is only paid by the University to those concerned for the exploitation of intellectual works accepted by the EIB by decision.

Article 21 [Registration and valuation of intellectual property]

(1) At the University, the Vice-Rector for Science and Innovation and the Centre for Business Development ensure that intellectual property and related rights are recorded in an appropriate form and detail, in accordance with accounting legislation.

(2) The Directorate for Proposals and KFI Network Management 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 costs regulations. This activity is supported by the Intellectual Property Management Team, through guidance, training and face-to-face meetings.

(3) In addition to the register pursuant to paragraph (2), the Centre for Vice-Rector for Science and 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, industrial property procedures, EIB decision, contract conclusion, payment of fees);
f) the other owners, holders and exploiters of intellectual property outside the University, and ownership interests.

(4) Intellectual works and related property 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 foreign methods. All persons and entities covered by this Code should assist the assessment 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 return on investment
with regard to lit. (a), (d) and (g), the Centre for Vice-Rector for Science and Innovation and Business Development shall cooperate with the TTC.

(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) The Centre for Vice-Rector for Science and Innovation and Business Development is

required to monitor the deadlines for obligations related to the protection procedures and maintenance of intellectual property rights for intellectual property applications or protected works and, in case of a decision, to prepare the EIB meeting within a reasonable time and to take the necessary actions towards the Directorate for Proposals and KFI Network Management.

Article 22 [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 23 [Application of the IPR policy, report to the governing body]

The University, with the approval of the Senate, shall submit an annual report to the Minister responsible for the coordination of science policy on how the objectives of the exploitation of intellectual property created at the institution have been achieved in accordance with the provisions of its IPR management regulations *(KFI tv. Article 33 paragraph (3)*. The compilation of the report is the responsibility of the Vice-Rector for Science and Innovation, on the basis of the data and professional opinion of the University's departments, in particular the TTC, which is obliged to provide the information available to all the departments concerned.

Article 24 [Transitional provision]

The provisions of the Policy in force at the time of the conclusion of the fee contract shall apply to the creator's fee for exploitation prior to 22 December 2023.