

Model Intellectual Property Policy for Colombian Higher Education Institutions (HEIs) and Research Institutions (RIs)

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PREAMBLE

Name of the Institution] [Name of the Institution] [Name of the Institution]

[Type of regulation (Agreement/Resolution)] No. [XX] of [20XX].

Approving the [title of the Policy (Intellectual Property Policy)] in the [Name of the Institution].

The [Academic Council/Governing Board/Consiliature], in exercise of its legal and statutory functions,

The [name of the body approving the Policy (Academic Council/Governing Board/Consiliature)], in exercise of its legal and statutory functions,

CONSIDERATIONS

1. That the [Name of the Institution] is a Higher Education Institution (HEI) officially created by [Type of regulation (Agreement/Resolution)] No. [XX] of [20XX] issued by the Ministry of National Education and approved in [Type of regulation and date of approval (Law, Ordinance, Municipal Agreement, Statutory Act, other)].
2. That the Quality Assurance System for Higher Education in Colombia establishes as a condition the recognition of the relationship between research, innovation or artistic and cultural creation and its relationship with the external sector, ordering HEIs to establish mechanisms and strategies to achieve the linkage of the community and the productive, social, public and private sector.
3. That the Quality Assurance System for Higher Education in Colombia establishes that HEIs must have a policy for the promotion of research, development and innovation, artistic creation, characterisation and generation of new products, and that these policies must comply with current legislation on data protection and intellectual property.
4. That [Name of Institution] is an HEI that has a fundamental role in the socio-economic development of the region and recognises that [what the Policy seeks to achieve].
5. [Optional: when there is a previous Policy or another Policy with a similarity, e.g. Innovation, Transfer or R&D] That the [Name of the Institution] issued [Type of regulation (Agreement/Resolution)] No. [XX] of [20XX] by which it approved [Object of the previous policy].
6. That [Name of the Institution] considers it relevant and opportune [to have/update] an Intellectual Property Policy that [strategic vision of the HEI on innovation and technology transfer].
7. That the Intellectual Property Policy [what the Policy is intended to achieve: Optional: a common understanding of the comprehensiveness of intellectual property, the rights that intellectual property confers and the stimuli or incentives for creation; the support structure for intellectual property management, the management of intellectual property ownership, and the manner in which the Institution will manage and market intellectual property in accordance with the interests, actions and

agreements between policy subjects; as well as the way in which the Institution will use and exploit intellectual property to meet its commitments to the territories in terms of knowledge dissemination and technology commercialisation.

8. That in accordance with the above, the [Name of Institution] establishes its Intellectual Property Policy through the following provisions:

ARTICLE1 - INTRODUCTION

1.1. Context and Mission of the Institution

- 1.1.1. The main mission of [Name of the Institution] ("the Institution") is [Mission].
- 1.1.2. The Institution undertakes to ensure that the intellectual property (IP) derived from its research activities is used to fulfil the objectives set out in this [Type of regulation (Agreement/Resolution)], in accordance with current national and international IP regulations and for the benefit of the Institution, society and the subjects of the Policy.

1.2. Purpose of the Policy

- 1.2.1. **Incentive to the generation of new knowledge.** The IP Policy contributes to encouraging the generation of new knowledge and its effective application, establishing incentive mechanisms for the creation, innovation and responsible commercialisation of IP in a sustainable and sustainable manner.
- 1.2.2. **Intellectual Property Management (IPM).** The IP Policy defines the criteria for the IPM created in the Institution, establishing the criteria for the identification, protection, administration, maintenance, control and defence of its Intellectual Property Rights (IPR).
- 1.2.3. **Promoting the transfer of knowledge and technology.** The IP Policy contributes to the strengthening of the University-Enterprise-State-Society (UEE-S) relationship, promoting the transfer of knowledge and technologies derived from the Institution's substantive processes to the productive sector and society.

1.3. Basic principles

This Policy is underpinned by the following basic principles:

- 1.3.1. **Sustainable innovation.** The Institution supports and promotes the creation and management of IP that strengthen activities leading to the innovation of products and services with high added value that contribute to meeting the objectives of sustainable development at local, regional and national level.
- 1.3.2. **Responsible commercialisation.** This Policy is adopted in order to contribute to the protection of IPRs on useful products and services that respond to the Institution's commitment to economic and social development in an inclusive, sustainable and sustainable manner.
- 1.3.3. **Respect for IP.** The Institution recognises the value of respecting the IPR of both its creators and third parties. Any manifestation of fraud will not be tolerated,

plagiarism or any other form of infringement or violation of IPR or otherwise, whether of the institution or of third parties.

- 1.3.4. **Good faith.** Good faith is presumed in all creations made within the scope of this Policy, and consequently, the authorship of their creators and respect for the IPR of third parties is presumed. The interpretation and application of this Policy must be carried out for lawful purposes, without violating ethical or legal principles, both in research and in the protection and commercialisation of the results of this process.

Optional - Clause to promote the use of IP as a tool for territorial development

- 1.3.5. **Territorial development.** The Institution promotes the generation of new knowledge that responds to local, regional and national needs. In its activities aimed at the use and/or commercialisation of its IP, the Institution will seek to optimise the economic and social benefits of the regions it impacts and to respond to the needs of local and national communities. priority needs.

ARTICLE 2 - DEFINITIONS

Without prejudice to applicable law, the following provisions shall apply to this Policy:

Research activities. Activities related to the generation, improvement, dissemination and application of scientific and technical knowledge in all fields of science and technology. A contribution that is limited to the conception of an abstract idea or the identification of a technical problem is not considered to be the generation of new knowledge. The materialisation of ideas is necessary to be considered creative.

IP commercialisation. This is one of the stages of the IPM process that consists of transforming inventions that emerge in the academic field into commercial products and/or start-up companies. Examples of IP commercialisation methods are: assignment (sale), licensing (exclusive or not and/or lucrative or not), creation of new businesses or entities (formalised or not), combination of the above options, among others available in the theory of Technology Management.

Creator. A natural person who creates, conceives, implements or otherwise makes a significant intellectual contribution to the results of research or scholarly activities eligible for IPR protection. The creator may also be called author, inventor or breeder, depending on the subject matter of the creation. A person who does not make a significant intellectual contribution and only supports the creation by carrying out regular, purely technical tasks or following specific instructions, is not considered a creator.

Conflict of commitment. A situation in which the primary professional loyalty of a natural or legal person directly or indirectly linked to the Institution does not correspond to institutional interests, as the time spent on external activities has a negative impact on their ability to assume the responsibilities foreseen in their employment contract or appointment respectively.

Conflict of interest. A situation in which the real or perceived interests of a student, professor, researcher, civil servant, graduate, visitor, as well as any other person or entity, are in conflict with the interests of another person or entity.

natural or legal person directly or indirectly linked with the [Name of the institution]; are contrary to the interests of the institution or have a negative impact on its employment or responsibilities.

Traditional knowledge (TK). Knowledge derived from intellectual activity in a traditional context, encompassing, inter alia, know-how, practices, skills and innovations. TK involves the traditional way of life of indigenous peoples and local communities, is passed on from generation to generation, and often forms part of the cultural or spiritual identity of the community. TK is not limited to any specific technical field and may include agricultural, medicinal and environmental knowledge. TK also often encompasses knowledge associated with GRs and GRs.

Educational content. Content created for academic purposes that is used for teaching or as teaching support, including videos, interactive objects, infographics, images, audio files, documents such as learning activities, evaluations, case studies, descriptive letters (Syllabus), among others.

Copyright and Related Rights. Rights recognised on those creations that are original and have an artistic, literary or scientific application, as well as on the other activities and services that are related to such creations. In this sense, rights are recognised in literary works (such as publications, laboratory notebooks, etc.); educational and learning material; computer programs; other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, typographical arrangements, multimedia works, photographs, drawings, among other works.

Intellectual Property Rights (IPRs). Property rights that are recognised over artistic, literary and scientific works, inventions, distinctive signs, plant varieties and other creations. For the purposes of this Policy, intellectual property rights (IPRs) are considered to be, among others: new creations, such as patents, utility models, industrial designs, integrated circuits, trade or industrial secrets; trademarks and other distinctive signs; copyrights, confidential information and know-how associated with these rights; as well as plant varieties, traditional knowledge, among others.

Public domain. This is the period after which creations can be used without permission from their creator or owner, respecting only the moral rights. Free access may be determined because the rights have been lost or by decision of the rights holder.

Student. Any student enrolled in a course or academic programme offered by the Institution, in any of the teaching modalities.

Facilitator. A natural or legal person who, through a civil, commercial or cooperative relationship, provides services and/or support to the Institution in its IP commercialisation process.

IP expenditure. Expenditure incurred by the Institution for the management of IP.

IP management. IP management process that includes the identification, protection, valuation, negotiation, commercialisation, preservation and enforcement of IPRs.

Infringement of IPR. This is considered to be any damage or harm that may be caused to the IPR of third parties or the Institution through unauthorised use or exceeding the conditions of use.

Gross income from IP. Any income received by the Institution from the commercialisation of the Institution's IP before recovery of costs or deductions for IP expenses, including, but not limited to, the direct sale of IP, receipt of option payments, licence fees, appraisal fees, advance and milestone payments, royalty payments, dividends, commissions, income generated from the sale of equity, profit sharing and the direct sale of products or services.

Net income from IP. Gross IP income minus IP expenses. Includes, inter alia, expenses related to: (i) payment of external entities for obtaining, maintaining and enforcing IP protection, (ii) costs incurred by the Institution for the assignment or negotiation of licences, as well as costs for negotiating or drafting contracts, among others.

Institution. For the purposes of this Policy this term shall be used interchangeably to refer to the [Name of the Institution].

Staff member. A person who has an employment contract with the Institution or a legal and/or regulatory link as a public servant in the Institution. They may be considered academic staff (career or occasional teaching and/or research staff), technical, administrative or associate staff, on a full-time or part-time basis or on a temporary contract.

Prior IP. IP that exists before the execution of a research project or before the IP Policy is applied to a creator. The Policy is considered to be applied to the creator from the moment the document regulating the legal relationship between the creator and the Institution is perfected, e.g., employment contract or registration, as the case may be. These rights must be clearly identified at the time the legal relationship with the Institution is perfected.

Optional: Educational Platform. This is the learning management platform called [Name of the Platform]. It is the medium used by the Institution to carry out the teaching-learning processes and develop the competences of the virtual university programmes taught at the Institution.

Substantive processes of the institution. These are the essential processes that the institution must develop in order to fulfil its mission. At least three essential processes are identified: academic, research and extension.

Research project. Project in which research carried out by the Institution is developed. The research project may be carried out at the initiative and with the exclusive resources of the Institution, or with the participation of other actors in the National Science and Technology System (SNCTi). Depending on the type of project, students may or may not participate.

IP Policy. This is the set of provisions and guidelines that regulate the legal relations for the management of IPR owned by the Institution. The IP Policy is developed on the basis of a set of procedures, proformas and other documents that complement it.

Genetic resources (GR). Genetic material of actual or potential value. Genetic material is defined as "any material of plant, animal, microbial or other origin containing functional units of heredity. Some GRs are linked to the

TK through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific research. Examples include medicinal plants, agricultural crops and animal breeds.

Trade or commercial secret. Any undisclosed information lawfully possessed by the Institution or a third party that is secret, has commercial value by virtue of its nature, has been the subject of reasonable measures to establish its secrecy, and may be used in any productive, industrial or commercial activity, as well as being susceptible of transmission to a third party.

Linkage. Any form of relationship that exists between creators (professors, students, scholarship holders, visitors, and other personnel linked to the Institution) and the Institution from which results susceptible to IPR protection are derived. The linking takes place from the signing, subscription, issuance and/or perfection of acts of free appointment, provisional appointments, work contracts, service provision contracts, enrolment conditions, terms and conditions established for access to the educational platform, collaboration agreements, declarations of participation and any other legal instrument that is signed for the performance of activities of conception, use and commercialisation of knowledge and technologies.

Visitor. A person who is not a member of staff or a student of the Institution and is linked to the Institution as a grant holder, intern, researcher, specialist, volunteer, guest lecturer or other form of relationship.

ARTICLE 3- SCOPE OF THE POLICY

- 3.1. **Scope.** The present Policy applies to all IP generated in the Institution, especially to students, professors, researchers, officials, graduates, visitors, as well as to any other natural or legal person who is directly or indirectly linked to the [Name of the Institution]; as long as from this linkage IPRs, knowledge and/or technologies related to these are conceived, generated, used or commercialised.
- 3.2. **Binding effects.** In the acts of free appointment, provisional appointments, employment contracts, service provision contracts, enrolment conditions, terms and conditions established for access to the educational platform, collaboration agreements, declarations of participation and any other legal instrument signed for the implementation of activities of conception, use and commercialisation of knowledge and technologies, reference shall be made to compliance with the provisions of this Policy and its scope of application.
- 3.3. **Application.** The rights and obligations provided for in this Policy shall survive termination of employment, service contract, enrolment or termination of appointment with the Institution, agreements or other legal instruments referred to in this Policy.
- 3.4. **Prior IP.** At the start of the appointment, employment or service relationship, enrolment or any of the legal instruments referred to in clause 3.2., staff members, students, graduates, visitors or co-operants must declare existing IP and indicate whether they wish to be included or excluded from the application of this Policy.

ARTICLE4 - GOVERNANCE AND FUNCTIONING

4.1 IP Committee

- 4.1.1. **Purpose.** The Institution shall establish an IP Committee to oversee the implementation and evolution of this Policy and to provide guidance for the formulation and implementation of IP management and commercialisation strategies to the Intellectual Property Management Office "IPM Office" (as per Article *below*4.2.).
- 4.1.2. **Composition.** The IP Committee shall consist of [composition] and shall be chaired by [specify who will chair].
- 4.1.3. **Meetings.** Meetings shall be adopted in accordance with the provisions of the internal rules of procedure for the functioning of this Committee, after hearing the advice of the delegated lawyers and the IP Management Office. The Committee may invite or consult with IP experts for decision-making purposes.
- 4.1.4. **Responsibilities.** The IP Committee is the body ultimately responsible for making decisions on the formulation and implementation of an IP management and marketing strategy. The main functions include:
- a. Guiding the IP strategies of the Institution.
 - b. Take decisions regarding the ownership of the Institution's IPRs, in particular when they are surrendered, abandoned or assigned free of charge, having heard the views of the IPM Office.
 - c. Adopt decisions regarding the identification, protection, administration, maintenance, control and defence of the Institution's IPR, having regard to the views of the IPM Office.
 - d. Determine and apply exceptions to this Policy, in accordance with the rules and provisions set out herein.
 - e. Others as set out in this Policy.

4.2 IP Management Office (IPM Office)

- 4.2.1. **Purpose.** The management of IPR is the responsibility of the IPM Office. The Institution will establish an IPM Office or assign a similar function within the Institution or in another external organisation. This IPM Office will help the Institution to manage and market its IP in a way that more effectively promotes its use and development for economic and social benefit.
- 4.2.2. **Responsibilities.** The responsibilities of the IPM Office shall be, inter alia:
- a. Conduct outreach or awareness-raising activities on IP;
 - b. Identify potential assets to be protected by IPRs;
 - c. Provide opinions on the IP matters provided for in this Policy that fall within the competence of the IP Committee (in accordance with article 4.1.4 *above*).
 - d. Establish and implement the procedures derived from this Policy, in particular those related to the registration of the research carried out, conditions of access to it and conditions of use.
 - e. Prepare and provide researchers with full disclosure forms of the results obtained and other necessary documents.
 - f. Conceptualise the percentage of ownership and degrees of authorship of IPRs.
 - g. Register, maintain, conserve and administer the IPRs owned by the Institution.

- h. Leading the commercialisation of the technologies and knowledge developed within the scope of this Policy, including the respective negotiation of contracts, agreements and arrangements.
- i. Monitor the execution and implementation of the above-mentioned contracts, agreements and conventions.
- j. Assess the economic and commercial viability, and consequently formulate the most appropriate marketing strategy.
- k. Distribute the costs and revenues generated under and in accordance with the implementation of this policy.
- l. Ensure the dissemination, application and compliance with this Policy, IPRs and their use as scientific and technical information, among others.
- m. Propose to the IP Committee the non-protection or abandonment of intellectual property rights when it considers that there is no reasonable likelihood of commercial success of the research results or they are not in the interest of the Institution or the public, among other reasons it deems reasonable.
- n. Define the possible rights of third parties when the result is the product of relationships established with third parties for research and development activities.
- o. Any others that may be applicable according to the nature of the management carried out.

4.2.3. **IPM procedures.** Without prejudice to the foregoing, [Name of the Institution] may contract the services of third parties for the performance of functions related to the management of the IPR of the Institution.

4.1. **Maintenance.** The IPM Office or an external entity designated by the IPM Office will maintain the Institution's IP records in an appropriate and sufficiently detailed form.

ARTICLE 5 - OWNERSHIP AND RIGHTS OF USE

IP created by staff members

5.1.1. **Ownership of the Institution.** The [Name of the Institution] shall be the owner of the IPRs that have been created in the framework of any linking relationship.

For the purposes of this Policy, the results of engagement with the Institution shall be understood to be any results that:

- a. is obtained from the performance of an activity carried out under an appointment, contract of employment or contract for the provision of services; or
- b. is obtained from the performance of an academic or research activity carried out by students, scholarship holders or visiting professors and researchers, in accordance with the provisions of this Policy; or
- c. has used information or knowledge generated within the Institution; or
- d. is the result of the substantial use of means or resources owned by the Institution, in money or in kind, such as installations, equipment, bibliographic material, the work of scientists, researchers, technicians and other persons required by the object, including IPRs.

5.1.2. **Appointment of staff members in other institutions.** Creators bound by the provisions of this Policy who are linked to third parties shall make them aware of the obligations arising from the application of this Policy. If the third party claims IPR to which the Institution also has rights under this Policy,

the originator shall ensure that the third party and the Institution negotiate the respective IP agreement.

5.2. IP created by Students

- 5.2.1. **Student ownership.** Students are holders of the IPRs recognised for the academic and research creations carried out during their time at the Institution, including their final degree project, as well as any other creation resulting from their academic assessment.
- 5.2.2. **Theses or dissertations.** Without prejudice to the above, the student must grant the Institution a non-exclusive, free, irrevocable, non-exclusive, irrevocable licence for the entire period of protection of copyright, for the whole world, for the dissemination of his/her creations in the institutional repository created for this purpose or in the dissemination instrument that takes its place. The GPI Office shall ensure that the disclosure referred to in this paragraph does not affect the protection that may be granted to the works and/or creations disclosed under this licence.
- 5.2.2.1. The IPM Office may provide, upon agreement, IPR management and marketing services to students for their IP. In all cases, the conditions for the provision of these services must be defined prior to their implementation.
- 5.2.3. **Ownership of the Institution.** IP arising from a student's research project shall be owned by the Institution in the following circumstances:
- a. if the IP is created by making substantial use of the Institution's resources (excluding supervision/direction) and no remuneration agreement has been concluded between the Institution and the student; or
 - b. whether the research carried out by the student is part of the Institution's research activities and/or projects.
- 5.2.3.1. The above exception shall also apply when the results have been obtained in the framework of scholarships or grants that have so provided for in their call for proposals.
- 5.2.3.2. In cases 5.2.3 and 5.2.3.1, in addition to the signing of the respective participation agreement, the subsequent signing of the agreement for the assignment of the IPRs to the Institution is required, in accordance with the provisions of the national and international regulations in force for this type of contract.
- 5.2.3.3. In no case may the transfer undermine the recognition of the moral rights of the student as creator, nor prevent the participation in the distribution of the economic benefits obtained from its commercialisation, in accordance with the criteria established in this Policy and other instruments that develop it.
- 5.2.3.4. Professors who have supervised theses or other works of academic evaluation cannot be considered authors, nor can those who have participated in their evaluation. Ideas are not protected, therefore, only the creations of the authors may be recognised as authors.

students under the ownership regime when their direct and active contribution to the drafting and/or materialisation of the creation is verifiable. In the event that this is the case, the co-ownership regime will be applied in accordance with the contributions made by the parties.

- 5.2.4. **IP arising from research contracts.** Where the IP is the product of collaborative activities and/or projects or other types of association, ownership shall be shared, unless otherwise agreed by the parties. In principle, the determination of ownership is given by the contributions in money, kind and knowledge made by each of the parties; in the event that it is not possible to determine these contributions, ownership will be presumed to be equal for each party, unless otherwise agreed.
- 5.2.5. **Responsibility for ownership.** The IP Committee shall approve those cases in which the Institution shall not hold the ownership of the IPRs that should correspond to it, taking into account the contribution made by the Institution or in accordance with the provisions of this Policy. In the event that there is a transfer of the ownership of the IPR to third parties, the necessary legal provisions must be taken to guarantee the use of the results for research and teaching purposes, according to paragraph e) of the numeral 8.2.

The IP Committee, having heard the opinion of the IPM Office, will decide which IPRs may remain in force in the Institution's portfolio of assets, and in particular which must be surrendered, abandoned or assigned free of charge to third parties. This power also includes the possibility to decide which infringements may or may not be prosecuted.

- 5.2.6. **Scholarships or grants.** A third party awarding a scholarship or grant to a student may decide to become the owner of IP created by the student during his/her studies at the Institution, provided that the student and the Institution consent in writing to the transfer of ownership of the IP and that such consent does not contravene any applicable law or contractual obligation previously entered into by the Institution in accordance with the IP Policy.

5.3. IP created by Visitors

- 5.3.1. **Ownership by the Institution.** Unless otherwise agreed in writing between the Institution and the previous Institution from which the visitor came, the visitor shall assign all IP to the Institution:
- a. created in the course of and within the scope of its association with the Institution;
or
 - b. created by making substantial use of the Institution's resources.
- 5.3.1.1. For the purposes of the previous section, undergraduate and postgraduate scholarship holders, students, teachers and visiting researchers at the Institution must previously sign the Declaration of Participation or the document that replaces it, in which they undertake to disclose all the IP created and to expressly, universally and for the duration established by law, assign the corresponding economic rights, comply with the corresponding confidentiality obligations, inform the IPM Office of the results achieved and any other relevant provisions.

- 5.3.1.2. In the event that undergraduate and postgraduate scholarship holders, students, teachers and visiting researchers at the Institution have acquired tenure or other commitments that contradict the above or any other obligation and/or provision set out in this Policy, they should inform the IPM Office, who will be responsible for preparing the corresponding agreement and/or arrangement to regulate their relationship with the Institution.

5.4. Provisions relating to educational content

5.4.1 **Ownership of the Institution.** The Institution shall be the owner of the IPRs that are recognised on institutional documents, descriptive letters of undergraduate and postgraduate academic programmes, class guides, teaching support materials, research reports, administrative reports, learning objects, self-content, videos, interactive objects, infographics, images, audio files, built for the institutional channel, learning activities, evaluations, case studies, and other works that are created by persons directly or indirectly linked to the Institution in the performance of any of its substantive processes.

5.4.1.1 The above is without prejudice to the express recognition of the authorship of those who developed these materials, as well as the rules of use that exist in the Platform and/or means of availability and publication used by the Institution.

5.4.1.2. The regime of ownership, use, administration and disposal of the IPRs recognised on the educational content, which are developed in collaboration with other institutions and/or third parties, may not contradict the above provisions, as well as what is established in this Policy or in the Terms and Conditions for the use of the Platform or the medium used for its dissemination. In the agreement signed for such purposes, it will be provided that the use made by the other co-owners will be made in accordance with the aforementioned rules, unless the parties provide otherwise in the respective agreement or instrument that regulates such relationship.

5.4.1.3 Any technological and/or legal measure adopted to ensure compliance with the above provisions shall not contravene fundamental rights recognised in the Political Constitution, in the international treaties to which the Republic of Colombia is a party, or the provisions of national regulations on intellectual property rights, as well as in this Policy and other institutional statutes.

5.4.1.4 The creators of the educational content created for the realisation of any of the substantive processes of the HEI are obliged to guarantee the originality of these creations, as well as that their use and disposal does not affect the intellectual property rights of third parties. The HEI will promote the creation of educational content from resources made available under the open access regime.

5.4.1.5 Without prejudice to the above, it is the obligation of [Name of the person responsible] to ensure compliance with and respect for the IPR of third parties in the process of creation and control of the application of this content used in any of the substantive processes developed in the HEI.

5.4.1.6 Without prejudice to the recognition of the corresponding moral rights, the [Name of the person in charge] or whoever is so commissioned by the Institution may arrange for the modification of the educational content created, without requesting authorisation from its creators, especially for the purposes of correcting, adapting and/or updating this content.

5.4.2 **Licensing by the Institution.** The Institution grants creators of educational content non-exclusive, royalty-free licences to use the learning material created by them for educational and research purposes at the Institution. Optional: With the express written permission of the IP Committee, the Institution may authorise a licence for commercial purposes outside the Institution.

5.5. Provisions relating to academic works

5.5.1 **Dissemination.** Professors, scholarship holders, visitors and other personnel linked to the Institution may disclose their academic works created within the framework of their relationship with the Institution, as long as this disclosure does not affect the protection of the results obtained by other IPRs, does not infringe the rules of confidentiality or the agreements that have been signed for the development and obtaining of the respective results.

5.5.2 **Granting of licences in favour of the Institution.** For the purposes of compliance with the above provisions, professors, officials, scholarship holders, visitors and other personnel linked to the Institution shall grant a non-exclusive, free, irrevocable licence for the entire period of protection of the author's economic rights for the publication of the academic work in the digital repository or in the dissemination mechanism that the Institution devises for this purpose.

5.6. Moral rights

5.6.1. **Acknowledgement.** The Institution recognises and protects the moral rights of creators in accordance with the provisions of national legislation and international treaties to which the Republic of Colombia is a party.

5.6.2. **Waiver.** Any request or demand for waiver of IP's moral rights by reason of appointment, employment or service relationship, enrolment, funding or any other form of relationship with the Institution shall be deemed inadmissible and void.

PUBLICATION, NON-DISCLOSURE AND BUSINESS SECRETS ARTICLE-

6.1. **Right of Publication.** The Institution recognises and protects the right of staff members, students, alumni and visitors to publish their scholarly works, provided that the works in which potential IP assets of the Institution are disclosed are first approved by the IPM Office, following an opportunity to protect such IP.

- 6.2. **Non-disclosure for IP protection purposes.** Along with the right of publication, creators should be aware that premature disclosure may result in the loss of IP protection rights.¹ Accordingly, creators shall make every effort to identify and declare as a matter of absolute priority and confidentiality, any potential IP eligible for protection, and consult with the IP Management Office before disclosing the Institution's potential IP to the public. Option: o to exercise their academic rights and freedoms
- 6.3. **Confidential information and business secrets.** The Institution may decide to protect information as confidential or to protect certain confidential information as business secrets, provided that the disclosure of this information would imply a breach of contractual obligations and/or undermine its commercial value. In that case, the GPI Office with the support of the originators according to 8.1. will identify the scope of protection.
- 6.3.1. Staff members, students, graduates, visitors, as well as any other natural or legal person directly or indirectly linked to the [Name of the Institution], shall have the obligation to preserve confidential information and business secrets and follow the guidelines of the IPM Office, in order to take the necessary measures for their protection, including the signing of the respective Confidentiality Agreements and the prohibition of disclosure by any means, including scientific publications and exhibitions at fairs, academic and/or scientific events or others.

ARTICLE 7 - PARTNERSHIP AGREEMENTS AND/OR CONVENTIONS

- 7.1. **Guidelines.** The IP Committee, on the basis of the proposal made by the IPM Office, shall draw up the guidelines for the conclusion of agreements and/or collaboration agreements involving IPR of the Institution, in accordance with the following minimum guidelines:
- a. It is not permitted to negotiate and/or enter into agreements and/or arrangements with third parties on behalf of the Institution without the authorisation of the legal representative and/or the IP Committee.
 - b. Persons acting for or on behalf of the Institution shall exercise due diligence and consult with the IPM Office when negotiating and/or entering into agreements and/or arrangements involving the Institution's IPR.
 - c. Any agreement and/or arrangement related to IP must be formalised in writing prior to the realisation of activities and/or projects, establishing the aspects related to the participation of researchers and contributions (money, kind and knowledge) made available to the Project.
 - d. The agreements and/or arrangements must comply with the IP ownership rules set out in section 5 of this Policy, as well as the following minimum conditions for the management and use of IPRs: rights of use of prior and new IP, conditions for shared ownership, costs of protection, maintenance and defence of IPRs, conditions for disclosure, publication and/or trade secret protection according to section 5 of this Policy, as well as the following minimum conditions for the management and use of IPRs: rights of use of prior and new IP, conditions for shared ownership, costs of protection, maintenance and defence of IPRs, conditions for disclosure, publication and/or trade secret protection according to section 5 of this 6Policy.

¹ Patents provide protection for technical inventions, but strict rules and procedures must be followed. A patent cannot be granted

if the invention has already been made public, so precautions must be taken to avoid premature disclosure before filing a patent application.

Policy, *first refusal right*, terms for remuneration of IP commercialisation revenues.

- e. In the agreements and/or conventions, the Institution shall reserve the right to use the IP for educational and research purposes.
- f. It is not permitted to negotiate and/or enter into agreements and/or arrangements that prohibit or limit the use of IP for academic and/or research purposes or that propose that it be used for illegal or unethical purposes.

7.2. Exceptions to agreements and/or arrangements. In certain cases it may be necessary or beneficial to the Institution to enter into agreements and/or arrangements providing for exceptions to the provisions of this Policy. Such exceptions will require the prior written approval of the senior manager of the IPM Office.

ARTICLE 8 - MARKETING OF THE PI

8.1. Autonomy and cooperation. The Institution shall have full capacity to act with respect to the commercialisation of the IP it owns. However, it shall ensure that reasonable efforts are made to keep all creators informed and, where appropriate, involved in the commercialisation of the IP they helped to create.

8.1.1. The marketing of the IP of the Institution will be planned, implemented and monitored by the IPM Office.

8.1.2. From the decision to protect or commercialise IP, the IPM Office will formulate, with input from creators, the most favourable commercialisation strategy for the Institution.

8.1.3. Creators of IP selected by the Institution for protection and commercialisation should assist the IPM Office as much as possible, inter alia, by avoiding premature disclosure and formalisation of assignment or parentage documents and by providing complete and truthful information for protection and commercialisation.

8.1.4. It is the duty of the originator to inform the IPM Office of any request or claim related to the interest of a staff member or any third party linked to the Institution in a licence, purchase or new business of the IPRs regulated by this Policy.

8.2. Guidelines. The following rules should be observed in the process of commercialisation of IPRs:

- a. Regardless of how IPRs are marketed, care shall be taken to ensure that they are marketed in accordance with the mission, values, principles and purposes set out in this Policy, respecting the interests of the Institution, staff members, students, alumni and visitors;
- b. Any modification of the marketing conditions set out in this Policy must be approved by the IP Committee after consultation with the IPM Office.
- c. It will be ensured that IP will be developed and enter the market in the form of industrially or socially applicable products and services;
- d. Option]: The Institution shall seek to commercialise IP in a manner that promotes local, regional and national economic development;

- e. Option]: The Institution shall seek to market Pi in a way that encourages and fosters entrepreneurship by staff members and others, and supports marketing entities.

8.3. Public Domain. The IP Committee, having heard the opinion of the IPR Office, may decide to place IPRs in the public domain, if they are considered to be:

- a. in the public interest; or
- b. have no marketing potential; or
- c. if deemed necessary.

8.4. Assignment or licensing in favour of creators. The Institution may assign or license the IPRs to the creator of its creation, provided that the Institution receives compensation for the expenses incurred for the protection of these rights. In all cases, this assignment or licensing must respect paragraph e) of the numeral 8.2.

8.5. Decision by the institution not to protect or commercialise the IP

8.5.1. Abandoned or unmarketed IP. The Institution reserves the right not to protect or commercialise the IP it owns if, after consultation with the creators:

- a. there is no reasonable likelihood of commercial success; or
- b. is not considered to be in the interest of the Institution; or
- c. is not considered to be in the public interest.

8.5.2. Transfer of ownership. If the Institution decides not to proceed with the protection or commercialisation of the IP, it shall take steps to return such IP rights to the originator subject to any contractual rights of sponsors or third parties that supersede the prior rights.

8.5.3. Written notification. If the Institution cannot or chooses not to protect or commercialise the Institution's IP, it must notify the creator of its decision in a timely² manner and in writing, so as to enable the creator to initiate formal action to secure protection of the IP if it wishes to do so.

5.3.4. Assignment. If the creator wishes the IP to be assigned to him, the Institution shall ensure that a deed of assignment is concluded without delay.

5.3.5. Conditions. If the Institution assigns the IP rights to the creator under the said Article, the 5.3.4,assignment shall be subject to one or more of the following conditions:

- a. that, at the time of commercialisation, the Institution receives compensation for the costs incurred in protecting or commercialising such IP; or
- b. that the Institution receives a non-exclusive, royalty-free licence to use the IP for educational and research purposes.

² Timely" means a period of time sufficient not to cause the loss of IP rights through inaction.

ARTICLE9 - INCENTIVES AND REVENUE SHARING

9.1. Incentives

- 9.1.1. The Institution shall recognise financial incentives; as well as other types of non-monetary incentives to creators and/or [facilitators] or their heirs when there are successful protected and/or commercialised creations.

9.2. Monetary incentives

- 9.2.1. **Revenue sharing.** The Institution shall include creators and/or [facilitators] in the sharing of revenues generated in favour of the Institution from the commercialisation of its IP.

[Option 1]

The IP Committee, on the basis of the proposal made by the IPM Office, shall establish the criteria and procedure for the determination of the financial incentives and their distribution.

Option 2] [Option 2

Standard percentage of the creator. The [number]% of the gross or net IP income shall be allocated to the creators. If there is more than one creator, all are entitled to a fair or proportionate share, according to their contribution, unless there is a prior agreement entered into and notified in writing to the GPI Office, by each and every creator involved.

Standard percentage of [facilitator]

[Option 1.1] At its sole and joint discretion, the GPI Office may provide for facilitators to receive a percentage of their share of the gross or net IP income. This provision shall be agreed in writing, and notified in writing to the IP Committee, by each and every creator involved.

[Option 1.2] The Institution may reserve a [number]% of the gross or net IP income for facilitators. If there is more than one facilitator, all are entitled to a fair or proportionate share, according to their contribution, unless otherwise stated in a prior written agreement concluded with all facilitators and also notified in writing to the IPM Office.

- 9.2.2. **Disputes.** If there is a dispute or uncertainty as to the percentage of IP income accruing to creators or facilitators in relation to a specific IP, the matter shall be referred to the IP Committee for resolution.

- 9.2.3. **Revenue sharing for the Institution.** The [Number % of revenue] percentage of gross or net revenue per IP for the Institution shall be distributed internally as follows:

[Optional] [Optional [number]% for the Research Group to which the project giving rise to the creation is attached.
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[number]% for the Academic, Scientific or Administrative Unit to which the Research Group to which the project giving rise to the creation is attached is attached.
[number]% for the IP Management Office;
[number]% for new IP processing and maintenance costs; and [number]% for institutional overheads.

- 9.2.4. **Respect for agreements with third parties in the distribution of income.** In any case, the distribution of income of the creators or [facilitators] and/or the institutional itself must be in accordance with the remuneration formulas established by the Institution in the agreements with third parties previously signed for the development of the activities and/or projects that gave rise to the creation.

9.3. Other forecasts

- 9.3.1. **Non-monetary incentives.** The IP Committee, based on the proposal made by the IPM Office, will elaborate guidelines for the creation and implementation of other non-monetary incentives that stimulate the growth, development and recognition of the personal and professional capabilities of the creator and/or facilitator.
- 9.3.2. **Payment and recognition.** The IP Committee, based on the proposal made by the IPM Office, shall draw up and process before the relevant body, the institutional procedure for the payment and/or recognition of economic and non-economic incentives for creators and/or facilitators, establishing the legal modality to make such recognition effective, the validity of the recognition, the term and instruments for the disbursement(s), the provisions on taxation, among other matters that are necessary to guarantee the income and/or recognition in favour of the creators or [facilitators].

ARTICLE 10 - TRADITIONAL KNOWLEDGE AND GENETIC RESOURCES

- 10.1. If research is conducted at the institution using TK or GRs, the provisions of applicable national legislation must be complied with. The IPM Office should provide for requirements related to, inter alia, prior informed consent, access and benefit-sharing, and the need to obtain relevant permits.
- 10.2. The Institution will develop procedures and mechanisms for access to GRs or TK to comply with national legislation.
- 10.3. The Institution shall provide in all projects, agreements or contracts for the protection of any IP arising from the use of GRs or TK.

ARTICLE 11 - CONFLICTS OF INTEREST AND COMMITMENT

- 11.1. **Commitment to the Institution.** A conflict of interest is considered to exist when any action or omission on the part of a student, professor, researcher, official, graduate, visitor, as well as any other natural or legal person directly or indirectly linked to the [Name of the Institution], has a repercussion contrary to the interests of the Institution, provided that

and when such action or omission relates to activities, products, services, knowledge and/or information known to them through their connection with the Institution.

- 11.2. **Best interests of the Institution.** Staff members, students, graduates, visitors, as well as any other natural or legal person directly or indirectly linked to the [Name of the Institution], must avoid any situation in which their personal and professional ethics may be significantly or negatively affected by outside interests.
- 11.3. **Agreements with third parties.** It is the responsibility of all staff members, students, alumni, visitors, as well as any other natural or legal person directly or indirectly linked to the [Name of the Institution], to ensure that their agreements with third parties do not conflict with their obligations and responsibilities and the best interests of the Institution, ensuring that their participation in such agreements is clear and transparent and providing a copy of this Policy for their conclusion.
- 11.4. **Declaration of Conflicts of Interest and Commitment.** Any person directly or indirectly associated with this Policy has a duty to promptly notify the GPI Office of existing or potential conflicts of interest or commitment related to GPI and the other provisions of this Policy.
 - 11.4.1. The aforementioned duty of notification exists when any activity related to the management of IPRs is carried out which:
 - a. Undermines the best interests, values and/or missions of the [Name of Institution]; or
 - b. Contradicts the obligations and provisions of this Policy, in particular agreements with third parties; or
 - c. Is directly related to activities related to the management of IPRs; or
 - d. Conflict with any other activity that directly or indirectly relates to this Policy; or
 - e. Any other that may be considered as such.
- 11.5. **Conflict of interest and commitment policy.** The Institution shall, on the basis of a proposal prepared by the IPM Office and previously approved by the IP Committee, adopt a distinct and comprehensive policy on conflicts of interest and commitment in order to raise awareness of conflicts of interest and commitment among staff members and visitors; set out requirements for notification of such conflicts; and establish procedures to identify, avoid and manage them appropriately.

ARTICLE 12- INTERPRETATION AND SETTLEMENT OF DISPUTES

- 12.1. **Interpretation.** The interpretation of the provisions of this Policy corresponds to the IP Committee, in accordance with the recitals, purposes, principles and institutional mission, and with the provisions of the Political Constitution of Colombia, national regulations and international treaties to which the country is a party.
 - 12.1.1. **Supplementary interpretation.** Issues or cases that are not regulated in this document shall be governed by the provisions that regulate similar matters at the institutional, national or international level,

in this order, without prejudice to those which may be adopted from time to time to govern the matter.

12.1.2. **Exceptions.** The IP Committee shall be responsible for determining and applying exceptions to this Policy, provided that the benefits of such exceptions are demonstrated. Under no circumstances may these exceptions contravene the mission and values of the Institution, nor the legal system in force.

12.2. **Non-compliance.** Failure to comply with the provisions of this Policy will be considered **XXX** and will be dealt with under the Institution's normal procedures and in accordance with the relevant provisions of the laws and regulations in force.

12.3. **Dispute settlement**

12.3.1. Any internal dispute or question of interpretation arising from this Policy shall, in the first instance, be referred to the GPI Office for consideration by the IP Committee.

12.3.2. If the IP Committee does not find a solution within **[two months]**, the dispute or question of interpretation should be referred to the senior manager of the IPM Office for mediation services.

12.3.3. The senior manager of the IPM Office may, at his/her sole discretion, refer the matter to the **XXX** of the Institution or to an independent committee related to the subject matter, to act as the final decision-maker on any question of interpretation and/or dispute.

12.3.4. The above procedure shall be without prejudice to the right of the parties to bring such extrajudicial or judicial proceedings as they may deem appropriate before the appropriate authorities.

ARTICLE13 - AMENDMENTS

This Policy may be amended at any time by decision of the IP Committee. In that case:

- a. all IP matters occurring or processed on or after the effective date of such amendment shall be governed by the amended version of this Policy;
- b. all IP matters that occurred or were dealt with *before* the date of entry into force of the amendment shall continue to be dealt with in accordance with the provisions of the unamended version, unless the IP Committee decides otherwise.

ARTICLE14 - VALIDITY AND REPEAL

This Policy is effective as of the date of its issuance and repeals any provisions contrary to it.

COMMUNICATED AND COMPLIED WITH

Given in [City], this [...] day of [] two thousand [.....]days of [.....] two thousand [.....]
[Signatures of the institutional authorities] [Signatures of the institutional authorities]
[Signatures of the institutional authorities]