



# MODEL INTELLECTUAL PROPERTY POLICY FOR UNIVERSITIES AND RESEARCH INSTITUTIONS

*Version One*

Prepared by the Department for Transition and Developed Countries

For more publications and policy samples visit us at:

[http://www.wipo.int/policy/en/university\\_ip\\_policies](http://www.wipo.int/policy/en/university_ip_policies)



**WIPO**

WORLD  
INTELLECTUAL PROPERTY  
ORGANIZATION

## 1. Introduction<sup>1</sup>

The Institute recognizes the need for encouraging the practical application and economic use of the results of research carried out at the Institute for the benefit of the general public; therefore it adopted the following Policy on Intellectual Property.

The present Policy relates to the ownership, protection and commercial exploitation of Intellectual Property created by Researchers in the course of their duties or activities at the Institute. The document sets out the rules of the Institute for cooperation with industrial and business organizations and provides guidelines on the sharing of the economic benefits arising from the commercialization of Intellectual Property.

This Policy aims to:

- i) Promote, encourage and aid scientific investigation and research;
- ii) Provide legal certainty in research activities and technology-based relationships with third parties;
- iii) Set out the Institute's procedures on the identification, ownership, protection and commercialization of Intellectual Property;
- iv) Ensure the timely and efficient protection and management of Intellectual Property;
- v) Facilitate the recording, monitoring and maintenance of the Institute's Intellectual Property portfolio;
- vi) Ensure that economic benefits arising from the commercialization of Intellectual Property are distributed in a fair and equitable manner recognizing the contributions of the Inventors, the Institute as well as any other relevant stakeholders;
- vii) Enhance the reputation of the Institute as an academic research institution and a member of society as well as the reputation of the Researchers through bringing the research results to public use and benefit.

Nothing in this Policy overrides provisions of prevailing national law.

## 2. Definitions

**“Commercialization”** means any form of exploitation of Intellectual Property, including assignment, licensing, internal exploitation within the Institute and commercialization via a spin-off enterprise.

**“Copyrighted works”** means literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and other materials or works other than software, which qualify for protection under the copyright law.

**“Institute resources”** means any form of funds, facilities or resources, including equipment, consumables and human resources provided by the the Institute either in a direct or indirect way.

**“Intellectual Property”** means inventions, technologies, developments, improvements, materials, compounds, processes and all other research results and tangible research properties, including software and other copyrighted works.

**“Intellectual Property Rights” (IP Rights)<sup>2</sup>** means ownership and associated rights relating to Intellectual Property, including patents, rights in utility model, plant breeders rights, rights

---

<sup>1</sup> The Policy has to be adapted in a manner consistent with applicable national law and other relevant regulations. It is recommended that the Institute seeks professional legal advice before implementing this Policy. Additional model IP policies can be found within WIPO's university initiative program, Innovation and Technology Transfer Section, Patents and Innovation Division, Innovation and Technology Sector, <http://www.wipo.int/uipc/en/>

in designs, trademarks, topography rights, know-how, trade secrets and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

**“Inventor”** means the Researcher who contributed to the creation of the Intellectual Property.<sup>3</sup>

**“Research Agreement”** may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by Researchers and/or Intellectual Property created at the Institute.

**“Researcher”** means:

- i) persons employed by the Institute, including student employees and technical staff
- ii) students, including graduate and postgraduate students of the Institute
- iii) any persons, including visiting scientists

who use the Institute resources and who perform any research task at the Institute or otherwise participate in any research project administered by the Institute, including those funded by external sponsors.

**“Spin-off”** means a company established for the purpose of exploiting Intellectual Property originating from the Institute.

**“Visiting Researcher”** means individuals having an association with the Institute without being either employees or students. “Visiting Researchers” includes academic visitors, individuals with honorary appointments in the Institute and emeritus staff.

### **3. Scope of the Policy**

- 3.1. This Policy shall apply to all Intellectual Property created on or after [date] and all IP Rights associated with them.
- 3.2. This Policy shall apply to all Researchers who have established legal relationship with the Institute based on which the Researcher is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement<sup>4</sup>.
- 3.3. The present Policy shall not apply in cases in which the Researcher entered into an explicit arrangement to the contrary with the Institute before the effective date of the Policy, or the Institute previously entered into an agreement with a third party concerning rights and obligations set out in this Policy.

### **4. Legal issues concerning the status of Researchers**

- 4.1. The person exercising the authority of employment on behalf of the Institute shall ensure that the employment contract or other agreement establishing any type of employment relationship between the Institute and the Researcher includes a provision placing the Researcher under the scope of the Policy.

---

<sup>2</sup> IP rights are property thus they have an owner and may have value, as they may be bought, sold, licensed or otherwise transferred to a third party. The owner of IP Rights is not necessarily the person who created the IP in the first place.

<sup>3</sup> The definition may be supplemented with the following: “... and who meets the criteria for inventorship under national law.”

<sup>4</sup> Individual agreement may refer to employment contract and any other legal statement.

- 4.2. Students of the Institute shall be required to sign an agreement to be bound by this Policy before commencing any research activity.
- 4.3. Postgraduate students enrolling in research doctoral programs shall be required to sign an agreement to be bound by this Policy upon registration.
- 4.4. The person authorized to enter into an agreement on behalf of the Institute shall ensure that Researchers not employed by the Institute, including Visiting Researchers shall sign an agreement to be bound by this Policy and an assignment agreement in respect of ownership of IP created by them in the course of their activities that arise from their association with the Institute before commencing any research activity at the Institute.
- 4.5. Notwithstanding Paragraph 4.4., special arrangements may be needed to meet prior obligations of Visiting Researchers. Any such requested special arrangements shall be assessed and decisions shall be taken on a case-by-case basis by *the person or committee designated by the Institute*<sup>5</sup>.
- 4.6. Special arrangements may be needed for research activities pursued by a Researcher employed by the Institute, but working in another institution as academic visitor. In such cases the Researcher may be required by a third party to sign any document which might affect the Institute's IP Rights. In order to avoid any subsequent disputes, the Researcher is not permitted to sign any such documents without the written approval of *the person or committee designated by the Institute*. The approval shall not be denied if no Institute IP Rights are being affected. If such a document affects the Institute's IP Rights, the Institute shall initiate negotiations to enter into an agreement with the third party, as described in Section 5.
- 4.7. Rights and obligations under this Policy shall survive any termination of enrollment or employment at the Institute.

## **5. External sponsorship, research collaboration with third parties**

- 5.1. It is the responsibility of the Researcher to ensure, that prior to commencing any research activity in collaboration with any third party, the terms and conditions of cooperation be set forth in a written agreement (hereinafter referred to as Research Agreement).
- 5.2. Researchers shall not have the right to enter into a Research Agreement with third parties on behalf of the Institute unless they are authorized to do so by an official representative of the Institute.<sup>6</sup>
- 5.3. Persons acting for, and on behalf of, the Institute shall exercise all due diligence when negotiating agreements and signing contracts that may affect the Institute's IP Rights.<sup>7</sup>

---

<sup>5</sup> Wording in italic should be replaced by the designated person or department throughout the whole text of the Policy. The responsible person, committee or department of the Institute has to be appointed in accordance with existing procedures and policies.

<sup>6</sup> Concerning third party agreements the Institute should introduce a framework for the internal procedure of managing agreements.

<sup>7</sup> The Institute should put in place an appropriate procedure or appoint a department to ensure that the interests of the Institute are represented in a sufficient degree.

- 5.4. In certain cases it may be beneficial to the Institute to enter into Research Agreements that are exceptions to the provisions of this Policy with external sponsors of research and other third parties.
- 5.5. Depending on the relative intellectual and financial contributions of the Institute and the third party to the conception of the Intellectual Property, it may be appropriate for either cooperating party to obtain certain IP Rights and/or share in the revenue generated from its commercialization.
- 5.6. In the absence of such an agreement defined in Paragraph 5.1., it is the policy of the Institute that IP Rights shall be distributed among the cooperating parties in the proportion that reflects the proportions of contributing to the creation of the Intellectual Property.
- 5.7. In order to enable the cooperating parties to establish such proportions defined in Paragraph 5.6. and to prevent subsequent disputes, it is expedient that the parties maintain regular, well-documented records of the research activities pursued, signed by all of them.
- 5.8. The agreement set forth in Paragraph 5.1. shall include, *inter alia* provisions with respect to the following:<sup>8</sup>
  - 5.8.1. IP and associated rights already existing at the Institute prior to entering into the agreement<sup>9</sup>;
  - 5.8.2. IP and associated IP Rights arising from research activities set out in the agreement, after entering into it;<sup>10,11</sup>
  - 5.8.3. Confidentiality requirements;
  - 5.8.4. Terms of public disclosure;
  - 5.8.5. Other relevant provisions.
- 5.9. Any confidentiality provision of a Research Agreement aiming at the delay of public disclosure for the purpose of protection should not usually have effect for longer than ... months from the time the concerned party is notified of the intent to publish.
- 5.10. Before signing, the full copy of the proposed agreements and other legal statements concerning the Institute's IP Rights shall be submitted to *the person or department designated by the Institute* for advice and approval.

## 6. Ownership of Intellectual Property<sup>12</sup>

### 6.1. Employees of the Institute<sup>13</sup>

- 6.1.1. All rights in Intellectual Property devised, made or created by an employee of the Institute in the course of his or her duties and activities of employment shall generally belong automatically to the Institute.

<sup>8</sup> It is advised that the Institute develops a model Cooperative Research and Collaboration Agreement (CRADA) with standard terms and provisions.

<sup>9</sup> Generally referred to as "Background IP" in research agreements.

<sup>10</sup> Generally referred to as "Foreground IP" in research agreements.

<sup>11</sup> Concerning Foreground IP Rights the following provisions may be set out in details: which Party is obliged to apply for the protection; sharing ratio of the costs of any application and maintenance fees; the conditions of exploitation, including revenue sharing.

<sup>12</sup> Various national laws may differ with respect to ownership rights. The provisions of this Policy should be adapted as necessary to the prevailing national law. In certain countries the Inventors, the state or other governmental organizations shall be entitled to obtain IP Rights.

<sup>13</sup> In several countries national law provides for *service invention*. In certain cases the application of the service invention rule might serve as basis for the transfer of ownership, without signing any additional agreements. However, in such cases Researchers should still be bound by the rules of this Policy.

- 6.1.2. If an employee of the Institute creates Intellectual Property outside the normal course of his or her duties of employment, with the significant use of Institute Resources<sup>14</sup> he or she will be deemed to have agreed to transfer the IP Rights in such Intellectual Property to the Institute as consideration for the use of Institute Resources.
- 6.1.3. Intellectual Property as defined in Paragraph 6.1.1., created in the course of, or pursuant to a sponsored research or other type of agreement with a third party, shall initially belong to the Institute and then ownership shall be determined according to the terms of such agreements (in accordance with Section 5).
- 6.1.4. Section 6.1. shall apply to student employees of the Institute.
- 6.2. Employees pursuing research activities at other institutions
  - 6.2.1. Rights related to Intellectual Property that is created during an academic visit by the employee of the Institute to another institute shall be governed by an agreement between the Institute and the other institute (in accordance with Paragraph 4.6.). If the Institute's IP Rights are not affected, the IP created during the visit shall belong to the other institute unless otherwise provided in an agreement.
- 6.3. Non-employees
  - 6.3.1. Visiting Researchers are required to transfer to the Institute any Intellectual Property they create in the course of their activities arising from their association with the Institute. Such individuals will be treated as if they were Institute employees for the purposes of this Policy.
- 6.4. Students
  - 6.4.1. Students who are not employed by the Institute shall own all Intellectual Property and associated IP Rights they create in the normal course of their studies. However, the following exceptions shall apply.
    - 6.4.1.1. If a student is offered a studentship sponsored by a third party under a separate agreement, under which the third party has a claim on Intellectual Property arising from the studentship, the student must agree that the Intellectual Property shall initially belong to the Institute and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.
    - 6.4.1.2. Intellectual Property created by students in the course of, or pursuant to, a sponsored research or other agreement with a third party shall initially belong to the Institute and ownership will then be determined in accordance with the terms of the agreement concluded with the third party.
    - 6.4.1.3. If a student creates Intellectual Property with the significant use of Institute Resources in connection with his or her research activity, he or she will be deemed to have agreed to transfer the

---

<sup>14</sup> Generally, use of library facilities, facilities available to the general public and occasional use of personal office equipment and office staff may not be considered significant use.



IP Rights in such Intellectual Property to the Institute as consideration for the use of Institute Resources.

6.4.1.4. The Institute shall claim ownership of all Intellectual Property created in the course of postgraduate (doctorate) students' research activity.

6.4.2. Students shall be given the option to assign IP Rights to the Institute and shall then be granted the same rights as any employee Inventor as set out in this Policy. In such cases students should follow the procedures set out in this Policy.

6.5. All rights in Copyrighted Works are owned by their creators regardless of the use of Institute Resources. Copyrighted Works specifically commissioned by the Institute or developed in the performance of a sponsored research or other third party agreement shall constitute an exception where the provisions of such agreements shall be taken into account.

6.6. If the Institute cannot, or decides not to, exploit any Intellectual Property to which it lays claim, it shall forthwith notify the Inventor(s). The notification shall be made at least one month prior to any act or any intentional omission liable to prevent the obtainment of protection. In such cases the Inventor(s) shall have the option to acquire related IP Rights; however, the Institute may claim a share from the income of any subsequent exploitation of the Intellectual Property to the extent equalling the verified expenditures of the Institute incurred in connection with the protection and commercialization of such IP. The Institute may also claim for a perpetual non-exclusive royalty-free license for research purposes without the right to business exploitation and without the right to sub-license. The Institute may also claim for a ... percentage<sup>15</sup> of any net income generated by the Inventor(s) from the commercialization of the Intellectual Property. The Institute shall not unreasonably withhold or delay an assignment of the IP Rights to the Inventor(s); however it reserves the right to delay exploitation where it is in its interests to do so.

6.7. Requests for any transfer of rights from the Institute to the Inventors(s) or any other third party should be made in the first instance to the *person or department designated by the Institute*.

## **7. Conflict of interest and confidentiality<sup>16</sup>**

7.1. A Researcher's primary commitment of time and intellectual contributions as an employee of the Institute should be to the education, research and academic programs of the Institute.

7.2. It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to the Institute or this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with third parties. Each Researcher should make his or her obligations to the Institute clear to those with whom such agreements may be made, and should ensure that they are provided with a copy of this Policy.

7.3. Researchers shall keep the Institute's business secret in confidence. In terms of this Policy, *inter alia*, every fact, information, solution or data related to the research carried out at the Institute, whose public disclosure, or its acquisition or

---

<sup>15</sup> This value is usually between 5-20%.

<sup>16</sup> It is advised to develop a separate policy for managing conflict of interests.

exploitation by unauthorized persons could damage or endanger the Institute's lawful financial, economic or market interests shall qualify as business secret. Researchers shall, when communicating with third parties, exercise all due diligence regarding confidentiality provisions.<sup>17</sup>

- 7.4. Should any doubt arise concerning conflict of interest or confidentiality issues Researchers are advised to consult with the *person or department designated by the Institute*.
- 7.5. Researchers shall promptly report all potential and existing conflict of interest to the *person or department designated by the Institute* in order to reach solution satisfactory to each concerned party.

## **8. Identification, disclosure and commercialization of Intellectual Property**

- 8.1. The Institute encourages its Researchers to identify research results with potential commercialization value and which may enhance the reputation of the Institute through bringing them to public use and benefit.
- 8.2. The *person or department designated by the Institute* is responsible for the protection and commercialization of the Institute's Intellectual Property. The Inventor(s) however, shall be consulted in each phase of the procedure.
- 8.3. Researchers shall be required to present in writing the draft publications containing scientific results to the relevant Head of Department before publishing them, and shall state in writing that, to the best of their knowledge such works do not contain any results for which protection may be obtained or which can be exploited in any way.
- 8.4. Researchers, including employees, students and Visiting Researchers are obliged to disclose all Intellectual Property falling within the scope of Paragraph 6 to the *person or department designated by the Institute*.
- 8.5. Copyrighted Works shall be excluded from the disclosing obligation set out in Paragraph 8.3., except for those which were developed in the performance of a sponsored research or other third party agreement.
- 8.6. Since protection and successful commercialization of Intellectual Property might depend on prompt and efficient administration, Inventors are required to disclose all potentially exploitable Intellectual Property as soon as they become aware of them. The disclosure must be made in writing by completing the Intellectual Property Disclosure Form<sup>18</sup> available from *the person or department designated by the Institute*.
- 8.7. Inventors shall fully disclose all research activities and results relevant to the Intellectual Property and provide information about themselves, in particular the percentage of their contribution to the creation of the Intellectual Property and the circumstances under which it was created. The detailed description of the Intellectual Property shall be presented in such a manner that the inventive activity involved and its novelty as well as its susceptibility of industrial application become explicit and clear-cut for a person skilled in the art.
- 8.8. In case of incomplete disclosure, the form may be sent back to the Inventor(s) requesting for additional information. The date of disclosure shall be the day on

---

<sup>17</sup>

<sup>18</sup> A Confidential Disclosure Agreement form should be made available for the Researchers. The Institute should introduce an Intellectual Property Disclosure Form to facilitate the disclosure. A model form is available as part of the model policy (please see Annex).



which the *person or department designated by the Institute* receives the full disclosure signed by all Inventors.

- 8.9. If an Inventor is in any doubt whether an Intellectual Property falls within the scope of Paragraph 6 or it is potentially commercially exploitable, then the Inventor should submit a disclosure to the *person or department designated by the Institute* for consideration prior to making public disclosure of the Intellectual Property.
- 8.10. Premature disclosure may compromise the protection and commercialization of Intellectual Property. To avoid any loss of potential benefits, Researchers are required to make reasonable efforts to identify Intellectual Property early in the development process and consider the consequent impacts of any public disclosure.
- 8.11. After full disclosure of all relevant information the *person or department designated by the Institute* shall record the Intellectual Property in its register.
- 8.12. The *person or department designated by the Institute* shall determine whether any agreements provide for the sharing of IP Rights or other obligations overriding those set out in this Policy. Provisions of related Research Agreements may require the assignment of certain IP rights in full or in part. In case of assignment, the procedure for protection and commercialization shall be governed by a separate agreement concluded between the Institute and other concerned parties. In all other cases the procedure set out in this Policy shall apply.
- 8.13. The *person or department designated by the Institute* shall notify the relevant Head of Department about all disclosures. The notification involves a short abstract of the Intellectual Property and the name of the Inventor(s).
- 8.14. After the date of disclosure, the *person or department designated by the Institute* shall immediately commence the evaluation of the Intellectual Property. As a first step, a pre-evaluation shall be carried out to identify any major obstacles, which could hinder the protection and commercialization of the Intellectual Property. Based on the results of the pre-evaluation a recommendation on whether to protect and exploit the Intellectual Property shall be forwarded to *the person or committee taking the final decision on behalf of the Institute*. Such a recommendation shall be forwarded within ... days from the date of disclosure. The final decision shall be taken within ... days from the date of disclosure.
- 8.15. The Inventor(s) shall be informed of the decision within ... days from the date of decision in writing. If the Institute decides not to commercialize the disclosed Intellectual Property, then the provisions of Paragraph 6.6. shall apply.
- 8.16. The *person or department designated by the Institute* shall carry out a complete evaluation of the Intellectual Property with particular attention on possible methods of the protection of the Intellectual Property and its business opportunities.
- 8.17. The Inventor(s) shall closely cooperate with the *person or department designated by the Institute*, the patent attorney or any other professional experts involved by the Institute. Inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the Intellectual Property by providing information, attending meetings and advising on further development.
- 8.18. The *person or department designated by the Institute* shall, within reasonable time, commence the process for acquiring legal protection, if needed, and he/it shall proceed with all due diligence to obtain protection. Public disclosure of

research results made before obtaining the right of priority concerning a specific Intellectual Property application, highly jeopardize the proper protection of the related IP Rights. Therefore Inventor(s) are requested to avoid any public disclosure of research results prior to filing such applications. The Institute shall endeavor to avoid undue delays in publications.

- 8.19. The *person or department designated by the Institute* and the Inventor(s) shall jointly determine an appropriate commercialization strategy as part of the evaluation process within ... months from the date of Institute's decision. The strategy will outline the tasks of each concerned party in the commercialization process and establish deadlines for the specific actions.
- 8.20. The *person or department designated by the Institute* shall be responsible to carry out the commercialization plan and it shall submit specific proposals, such as draft agreements or business plans, to *the person or committee appointed by the Institute for decision*.
- 8.21. Commercial decisions, such as the ones concerning the terms of an assignment/licensing agreement or establishment of a spin-off enterprise, shall be taken on a case-by-case basis by *the person or committee designated by the Institute*, giving due consideration to all circumstances.
- 8.22. The Institute may decide not to apply for registered industrial property protection or may withdraw an unpublished application, if it is more appropriate for the purposes of commercialization to treat the Intellectual Property as a confidential know-how. In such cases Inventor(s) shall be requested in writing to refrain from any public disclosure of the Intellectual Property. When choosing this option, however, the Institute shall take the Researchers' freedom to publish as well as public interest into account.
- 8.23. If the Institute decides to discontinue an application, to withdraw it, or not to maintain a granted or registered right, the provisions of Paragraph 6.6. shall apply. Such decisions shall be taken by *the person or committee designated by the Institute*.
- 8.24. Intellectual Property not falling within the scope of Paragraph 6 may also be disclosed to the Institute by Researchers under the terms of this Policy. In such cases the Institute shall decide, within ... days from the full disclosure of all relevant information, whether to exploit the Intellectual Property. If the Institute decides to undertake the protection and commercialization of the Intellectual Property, the rules set out in this Policy shall apply.
- 8.25. Expenses incurring in connection with the protection and commercialization of Intellectual Property shall be borne by the Institute.
- 8.26. During the evaluation and commercialization period the full description of the Intellectual Property shall be disclosed to third parties under a confidentiality agreement.

## **9. Recording and maintenance of the Institute's Intellectual Property portfolio**

- 9.1. The *person or department designated by the Institute* shall maintain records of the Institute's Intellectual Property in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance of protected Intellectual Property, and shall, within reasonable time, inform the *person or department designated by the Institute*.

- 9.2. The *person designated by the Institute* shall maintain accounting records on each Intellectual Property. He or she shall ensure that the Intellectual Property be recorded in the accounting records, that any costs incurred be paid in due course and that the revenues from exploitation be distributed.

## 10. Distribution of revenues, motivation of Researchers

- 10.1. The Institute provides an incentive to Inventor(s) by distributing revenue generated from the commercialization of the Intellectual Property.
- 10.2. The expression 'Net income' shall mean all license fees, royalties and any other monies received by the Institute, arising from the commercialization of Intellectual Property less all the expenses incurred in connection with the protection and commercialization of the Intellectual Property at the Institute.
- 10.3. The share of revenues from Net income shall be as follows:<sup>19</sup>

<b>Net income</b>	<i>Inventors</i>	<i>Department</i>	<i>Institute</i>
	... %	... %	... %
	... %	... %	... %

- 10.4. In cases where there is more than one Inventor, the Inventor's share is divided between the Inventors in a proportion which reflects their respective contributions as provided in the signed Invention Disclosure Form.
- 10.5. In certain cases the Institute reserves its right to negotiate special terms concerning revenue distribution, in particular when income is generated through sale of shares or payment of the dividend of shares in cases where shares have been allocated to the Institute in an entity to which the Intellectual Property is licensed or assigned but which is not a spin-off enterprise.
- 10.6. In case of establishing a spin-off enterprise, an individual agreement between the Institute and the Inventor(s) shall be applicable regarding the share of equity. The conditions of the agreement shall be negotiated on a case-by-case basis having due regard to the contribution of the Inventors to any further development and the exploitation beyond the creation of Intellectual Property and to any funding provided by the Inventor(s), the Institute or any third parties acquiring a share of equity in the new enterprise. The decision concerning the conditions of a spin-off establishment shall be taken by the *the person or committee designated by the Institute* on behalf of the Institute.
- 10.7. In case of exploitation of trademarks and other indicators, the Inventor(s), taking into consideration the proportion of their contribution to the exploitation, may benefit from the revenue as set forth in an individual agreement. The *person or committee designated by the Institute* shall decide on such issues on a case-by-case basis.

## 11. Breach of the rules of this Policy

- 11.1. Breach of the provisions of this Policy shall be dealt with under the normal procedures of the Institute in accordance with the relevant provisions of law.

---

<sup>19</sup> The principle of sharing revenues should be defined individually for each Institute, taking into account all the stakeholders with whom the Institution's income shall be shared, as well as general economic factors. It is a general principle that the Institute's share increases as the Net income increases.

## **12. Dispute and appeals**

12.1. In the first instance, disputes shall be dealt with by *the person or body designated by the Institute*. A decision shall be taken within ... days from the submission of the concern. Over and beyond the above, with respect to any legal dispute arising in connection with the rules of this Policy, the relevant provisions of law shall be applicable.

## **13. Entry into force of the Policy**

13.1. This Policy shall come into effect on ...

13.2. All agreements concluded by the Institute and the Researcher(s) at an earlier time shall be governed by the provisions of the Policy in effect at the time of the signing of such contracts.

[End]

The provisions of this Model Intellectual Property Policy are based on existing intellectual property policies of several universities. The following IP Policies and documents were taken into account to a significant degree during the development of this model policy.

1. Bournemouth University
2. King's College London
3. Oxford Brookes University
4. University of California
5. University of Cambridge
6. University of Debrecen
7. University of Glasgow
8. University of Oxford
9. University of Plymouth
10. Guidelines on Developing Intellectual Property Policy for Universities and R&D Organizations (WIPO, Geneva)

Department:  
Contact person:  
Phone number:  
E-mail:

Registration number:

Date of submission:

## **I. DESCRIPTION OF THE TECHNOLOGY**

### **1. Title of the technology** *(Non-confidential information)*

### **2. Brief description of the technology** *(Non-confidential information, 3-4 sections, given in a language easily understandable by investors and other persons not skilled in the art)*

### **3. Detailed description of the technology** *(Confidential information, 10-15 sections)*

### **4. Novelty and advantages of the technology** *(Please, refer to publications to help understand the novelty of the technology through the present state of the art and provide an insight into the general development of the technology.)*

### **5. Areas of exploitation. Please, refer to all potential fields of application.** *(Who may be interested in the exploitation of the technology? Please, introduce the uniqueness of the product or service, which could be developed by using this specific technology.)*

### **6. Phase of development and proof of concept** *(Please, present any practical application of the technology.)*

### **7. Keywords**

## **II. PUBLICATIONS AND COMPARABLE TECHNOLOGIES**

- 1. Has the technology been published in any abstract, paper, presentation, thesis, speech, article or any other form of publication in full or in part? *If yes, please list the relevant publications and attach all available copies to this form.***
- 2. When do you plan to publish research results related to this specific technology?**
- 3. Please, list the most relevant published scientific works in the field of the technology.**
- 4. Please, list all known pending patent applications and granted patents in the field of the technology.**
- 5. Are you aware of any academic research groups or business enterprises conducting research in the field of the technology?**
- 6. Please, list any known enterprises engaged in the development and/or exploitation of comparable technologies in the field of this specific technology.**

### III. INVENTORS

1. **Who are the inventors of the technology?** *(Please, list all inventors, who made intellectual contribution to the creation of the technology.)*

Name	Type of legal relationship between the Inventor and the Institute	Percentage of contribution (%)	Department/organization	Contact data (address and phone)
1.		%		
2.		%		
3.		%		
4.		%		
...		%		

2. **Please, list all researchers, who participated in the development of the technology in addition to the inventors.**

Name of the Researcher	Type of legal relationship between the Researcher and the Institute	Department/organization	Contact data (address and phone)



#### IV. RESEARCH FUNDING AND COLLABORATION

- 1. Please, specify the financial resources used for the research and development of the technology.**

Type of fund	Duration of the relating contract	Name of the organization providing financial contribution

- 2. Please, list all third parties collaborating during the research work.**
- 3. Please, attach a copy of all agreements or other legal statements relating to the research activity to this form.**
- 4. Have any materials (reagent, cell line, antibody, plasmid, chemical compound, computer software, etc.) been transferred to a third party during the development of the technology? If yes, please give details of it.**
- 5. Have you ever disclosed the technology in full or in part to any third party? If yes, please give details of it and attach a copy of all relevant confidentiality agreements to this form.**

**All information provided in this form shall be treated confidentially by the Institute.**

I, the undersigned inventor, hereby declare that I am aware of the provisions of the *IP Policy of the Institute* and I agree to be bound by the rules set out in it.

.....  
*[Name of Inventor1]*                      *Date*                      *Signature*

.....

<i>[Name of Inventor2]</i>	<i>Date</i>	<i>Signature</i>
----------------------------	-------------	------------------

.....

<i>[Name of Inventor3]</i>	<i>Date</i>	<i>Signature</i>
----------------------------	-------------	------------------

.....

<i>[Name of Inventor4]</i>	<i>Date</i>	<i>Signature</i>
----------------------------	-------------	------------------

For more information visit us at:  
[http://www.wipo.int/policy/en/university\\_ip\\_policies](http://www.wipo.int/policy/en/university_ip_policies)