



UNIVERSITAT ROVIRA I VIRGILI REGULATIONS ON INDUSTRIAL AND INTELLECTUAL PROPERTY

Approved by the Governing Council on 30th April, 2009
Adapted to Law 14/2011, Law 2/2011 and Royal Decree 1791/2010
Amended by the Governing Council on 22nd February, 2018

PREAMBLE

Industrial and intellectual property is acquiring special significance in the university environment thanks to new realities and challenges and the need to combine creation with the transfer of scientific, technical and humanistic knowledge. Law 1/2003, of February 19, on Catalan universities establishes the need for universities and university departments to protect and foster the exploitation of their industrial and intellectual property in all technology- and knowledge-transfer activities conducted by their staff members. The research, development, innovation and transfer activities of the Universitat Rovira i Virgili (hereinafter, URV) may generate results that require the application of regulations on industrial and intellectual property. These regulations are specified in: Royal Legislative Decree 1/1996, of April 12, which approves the revised text of the Intellectual Property Law, which regulates, clarifies and harmonises current legal provisions in this area for works protected by intellectual property rights; Law 2/2011, of March 4, on sustainable economy; and Law 14/2011, of June 1, on science, technology and innovation as well as on inventions subject to protection by industrial property rights, whose regulations follow the different legal rules contained in Law 24/2015, of 24 July, on patents.

Current regulations on intellectual property specify that the intellectual property of a literary, artistic or scientific work corresponds to the author solely by dint of the work's creation. However, they also stipulate the university's right to exploit the work and include a specific regime for computer programs.

With regard to inventions, article 21 of Law 24/2015, of July 24, on patents, specifies that the inventions created by university teaching and research staff in the exercise of their specific functions belong to the university, regardless of the nature of the legal relationship between the staff members and the university.

When determining university policy on this issue, the rights of the authors or inventors must also be taken into account. Not only must the copyright to which they are entitled by intellectual property and patent laws be considered but also Article 14.1 i) of Law 14/2011, of 1 of June, on science, technology and innovation, which recognizes the right of research staff to participate in the profits that organizations they have provided services for generate by exploiting the results of the research, development or innovation activities in which they have been involved.

In accordance with the legal framework, the regulations contained in this document have been drafted in response to the URV's intention, on the one hand, to promote research, development, innovation and transfer activities at the university while encouraging university staff to become actively involved in those activities and, on the other hand, to establish mechanisms for exploiting the results of those activities while strengthening the URV's position as a leading entity in the generation of new innovation-based business projects such as those conducted in the context of scientific, technical or artistic collaboration agreements with the private sector in accordance with article 83 of Organic Law 6/2001, of December 21, on universities.

The aims of the present regulations are to provide legal security for the URV, members of the university community and third parties with whom the URV collaborates on R+D+I projects and to enable the URV's teaching and research staff and students to participate in any income that may be generated via the commercial exploitation of the results of their research, development, innovation and transfer activities.



Note that on April 1, 2005, a specific agreement was signed between the URV Foundation (hereinafter, FURV) and the URV on the cession of industrial property rights and that on April 1, 2009, a specific agreement was signed between the FURV and the URV on the cession of intellectual property rights, in which the FURV agreed to cede to the URV all the industrial and intellectual property rights it may have acquired as a result of the research activities conducted by URV research staff contracted by the FURV to provide services on projects, contracts and agreements. In addition, under the terms of the agreement signed on May 11, 2000, the FURV assumed the management of industrial and intellectual property for any results obtained by URV staff in the context of their research activities. For this reason, the present regulations take into account the FURV's role in the procedures established for protecting and managing research activity.

The industrial and intellectual property regulations outlined below therefore establish comprehensive and coherent protocols in this area that will ensure fulfilment of the objectives set out in this preamble.

INDEX

PREAMBLE

SECTION I. OBJECTIVE AND DEFINITIONS

Article 1. Objective and scope of application

Article 2. Definitions

SECTION II. OWNERSHIP OF THE RIGHTS OF INDUSTRIAL AND INTELLECTUAL PROPERTY AND THE RIGHT TO EXPLOIT RESULTS

Chapter I. Research conducted by the URV

Article 3. Ownership of results

Article 4. Ownership of industrial property rights

Article 5. Ownership of intellectual property rights

Article 6. Recognition of authorship and obligation to mention the URV

Article 7. Transfer of students' rights to the URV

Chapter II. Results generated by R+D+I projects conducted in collaboration with third parties

Article 8. Results obtained via the implementation of R+D+I contracts

Article 9. Results obtained by collaborating staff

Chapter III. Results obtained by the FURV

Article 10. Cession of industrial and intellectual property rights from the FURV to the URV

SECTION III. COMMUNICATION AND PROTECTION OF RESULTS

Article 11. Communication of results

Article 12. Scientific Policy and Transfer Commission, a delegated commission of the URV Governing Council

Article 13. Evaluation of results

Article 14. Managing the protection of results

Article 15. Collaboration of authors and inventors

Article 16. Confidentiality and disclosure of results

Article 17. Cession of rights over results to authors or inventors

Article 18. Follow-up of results

SECTION IV. EXPLOITATION OF RESULTS

Chapter I. Determining the exploitation formula

Article 19. Formulas for exploiting results



Chapter II. Distribution of income obtained from exploitation of results

Article 20. Participation of URV research staff and students in income generated

Article 21. Income generated by R+D+I projects in collaboration with third parties

SECTION V. FURV POSITION IN THESE REGULATIONS

Article 22. FURV position

Transitory provision

Final provisions

First. Interpretation of these regulations

Second. Entry into force

SECTION I. OBJECTIVE AND DEFINITIONS

Article 1. Objective and scope of application

1. The aim of these regulations is to establish a legal framework to regulate

a) the establishment of the ownership of the results of research, development, innovation and transfer activities (hereinafter, R+D+I) conducted by URV research staff and students in the fulfilment of their academic or learning roles in the context of URV activities or activities conducted in collaboration with third parties or entities,

b) the communication of a new result generated by a URV R+D+I activity in order to enable the commencement of protection procedures, and

c) the establishment of the economic rights resulting from the exploitation of these results.

1.1. These regulations apply to URV research staff and students in the context of their teaching, learning or R+D+I activities.

Article 2. Definitions

For the purposes of these regulations:

a) URV research staff are members of the teaching and research community who conduct teaching and R+D+I activities at the URV as well as administration and service staff who obtain results at the URV that may be susceptible to protection.

b) Collaborating staff are external members of staff who participate in R+D+I activities at the URV within the framework of an affiliation or collaboration agreement, etc.

c) URV students are individuals enrolled on URV or FURV programmes who are not considered researchers in training, in accordance with criteria and conditions established by the Statute of the URV.

d) Results are all the technology, knowledge or processes, etc., developed or generated as a result of the teaching, learning and R+D+I activities carried out at the URV by URV research staff or students.

e) An invention is any result susceptible to protection by an industrial property right. This includes but is not limited to patents, utility models, semiconductor topographies, and industrial designs.

f) A work is a result susceptible to protection by an intellectual property right. This includes but is not limited to articles, books, lectures, conferences, multimedia works, databases and computer programs.

g) Cession is the transfer of the ownership of a result from the URV to a third party.



h) A transfer is the transmission of rights over results to a third party via a cession or licensing agreement granting the right to use and exploit those results.

SECTION II. OWNERSHIP OF THE RIGHTS OF INDUSTRIAL AND INTELLECTUAL PROPERTY AND THE RIGHT TO EXPLOIT RESULTS

Chapter I. Research conducted by the URV

Article 3. Ownership of results

The URV must seek to preserve ownership of results generated by URV research staff in fulfilment of their academic, teaching and R+D+I functions, irrespective of whether these results are protected by industrial or intellectual property law or trade secret, since, by virtue of applicable regulations, they are university assets.

Article 4. Ownership of industrial property rights

1. URV research staff

In accordance with current regulations on industrial property, the ownership and exploitation rights to inventions developed by URV research staff in fulfilment of their teaching and R+D+I functions at the URV belong to the URV.

Unless evidence exists to the contrary, any inventions for which an application for a patent or other exclusive form of protection is submitted during the year following termination of a staff member's relationship with the URV are assumed to have been developed during the validity of that relationship.

2. URV students

The ownership and exploitation rights of any inventions developed by URV students in the context of an academic activity conducted at the URV belong to the students. When inventions are developed jointly between URV students and URV research staff, the ownership and exploitation rights belong to both the students and the URV in proportion to the respective levels of participation by the students and URV research staff in those inventions.

Article 5. Ownership of intellectual property rights

1. URV research staff

Authorship of works created by URV research staff in fulfilment of their teaching and R+D+I functions at the URV belongs to the URV research staff.

However, in the terms and with the scope envisaged in current legislation on matters of intellectual property, the exploitation rights to those works belong to the URV, without prejudice to the specific regimes presented in section 3 of Article 5 of the present regulations. URV research staff may enter an agreement with the URV to transfer exploitation rights exclusively and with worldwide effect to the URV for the entire validity of the intellectual property right and without limitation in terms of matter or activity.

2. URV students

Authorship and ownership of the exploitation rights to any evaluated academic project carried out by URV students, or any other work carried out in the context of their academic activities, correspond to the URV students.

However, the authorship of works carried out by URV students under the direction or coordination of URV research staff correspond to both the students and the URV research staff concerned, while ownership of the exploitation rights corresponds to both the students and the URV in proportion to the respective levels of participation in those works by the students and URV research staff.



3. Ownership of industrial property rights in specific contexts

3.1. Computer programs and applications (software)

a) In accordance with current intellectual property regulations, if the work created by URV research staff in fulfilment of their teaching and R+D+I activities is a computer program or software application, ownership of the exploitation rights corresponds exclusively to the URV.

b) Unless an agreement exists to the contrary, if the computer program (software) is developed collectively at the initiative of the URV and coordinated by it, both the authorship and the ownership of the exploitation rights will correspond to the URV if it is published and disseminated by the URV under its own name.

3.2. Collective works

Unless an agreement exists to the contrary, if the work is a collaborative initiative coordinated by the URV, both authorship and the ownership of the exploitation rights will correspond to the URV if it is published and disseminated by the URV under its own name.

3.3. Databases

Ownership of the exploitation rights to databases created by URV research staff in fulfilment of their teaching and R+D+I functions at the URV whose content selection or arrangement renders them intellectual creations (in accordance with applicable regulations) corresponds to the URV, without prejudice to any rights that may apply to the contents of the database.

Article 6. Recognition of authorship and obligation to mention the URV

1. In accordance with current regulations on matters of industrial and intellectual property, the URV must respect the right of URV research staff and students to be recognized as inventors or authors of the results they have created.

2. Unless the URV expresses the contrary, any work or invention that involves the participation of URV research staff as a direct or indirect consequence of their teaching and R+D+I functions at the URV must mention the relationship that exists between the researchers and the URV.

3. Unless their affiliation to the URV is already stated, in any work or dissemination of results (e.g. articles, communications, presentations, participation at congresses, media appearances and, in general, any manifestation of the results of their research activity) whose ownership corresponds to the URV, URV research staff must clearly indicate their relationship to the URV as follows: "© Universitat Rovira i Virgili (year). All rights reserved".

Article 7. Transfer of students' rights to the URV

1. URV students and the URV may agree to transfer exploitation rights owned by students so that that the university may undertake the tasks needed to protect and exploit those results.

2. This transfer will be regulated by a cession agreement between the URV student and the URV specifying the amount of compensation to which the student is entitled.

Chapter II. Results generated collaboratively

Article 8. Results obtained via the implementation of R+D+I contracts

1. In accordance with article 83 of Organic Law 6/2001, of December 21, on Universities, any participation in a scientific, technical or artistic work, specialized educational programme, specific training activity or R+D+I project with another university or public or private entity requires the signing of an R+D+I contract irrespective of the field of knowledge in which the activities are carried out.



2. This contract must specify how ownership of the rights over the results to be generated via fulfilment of the R+D+I contract are to be organized and how the exploitation rights that may derive from the contract are to be distributed. The contract must respect the rights corresponding to both the URV and URV research staff by virtue of the regulations specified in the present document.

3. The FURV is responsible for formalizing the R+D+I contract for any activity outlined in section 1 of this article that URV research staff intend to carry out.

Article 9. Results obtained by collaborating staff

1. Ownership of rights over results generated by collaborating staff and distribution of exploitation rights derived from these results must be specified in the affiliation or collaboration contract or agreement signed between the home organization, the host organization, and collaborating staff.

2. The rights and responsibilities of collaborating staff regarding any issue not expressly envisaged in the affiliation or collaboration contract or agreement will be those that apply to research personnel specified in the regulations outlined in the present document.

Chapter III. Results obtained by the FURV

Article 10. Cession of industrial and intellectual property rights from the FURV to the URV

Ownership of results obtained by the FURV corresponds to the URV by virtue of the specific agreements signed on April 1, 2005, and on April 1, 2009, between the FURV and the URV, whereby the FURV cedes to the URV all the intellectual and industrial property rights to which it is entitled from transfer and innovation activities performed by URV research staff contracted by the FURV to provide services on projects, contracts and agreements.

SECTION III. COMMUNICATION AND PROTECTION OF RESULTS

Article 11. Communication of results

1. Any member of the URV research staff who generates or participates in generating a result susceptible to protection by the URV must notify the FURV's Industrial and Intellectual Property Unit within three (3) months of the result being generated.

2. Any member of the URV research staff who fails to communicate the generation of a result susceptible to protection within the time frame specified in section 1 above will lose the rights outlined in the regulations contained in the present document and general industrial property legislation.

3. The FURV's Industrial and Intellectual Property Unit may be informed individually or by the department or research group to which any of the inventors or authors belong. The FURV must be notified of the result by means of the specific FURV notification form, which the URV researcher should obtain from the FURV. This form should be completed, signed and presented together with all the necessary result-related documentation and information in order to facilitate evaluation by the Scientific Policy and Transfer Commission, a delegated commission of the URV Governing Council.

4. The notification form and accompanying documentation should be submitted either via email to the FURV's Industrial and Intellectual Property Unit or in person at the FURV's Technology Transfer and Innovation Centre.

5. In line with the obligation to collaborate established in article 15 of these regulations, if the submitted notification form lacks the information or documentation needed to properly evaluate the result or begin legal protection procedures for it, the FURV may oblige the URV research staff to provide it.



In accordance with section 1 of this article, the URV research staff's obligation to notify the FURV of the result generated is considered to be fulfilled only when the FURV has received all the information and documentation it requires.

Article 12. Scientific Policy and Transfer Commission, a delegated commission of the URV Governing Council

1. The Scientific Policy and Transfer Commission (hereinafter, the Commission), which is delegated by the Governing Council, is competent in matters of scientific policy, research, transfer and innovation and has the following functions:

a) To evaluate any new results reported to the FURV.

b) To determine whether the URV owns rights over the results and decide on which protection formula and strategy to apply.

c) To resolve any discrepancy in the designation of the ownership of a result, without prejudice to the procedures outlined in the current legislation on industrial and intellectual property.

Article 13. Evaluation of results

1. The FURV's Industrial and Intellectual Property Unit evaluates the results and presents their evaluation to the vice-rector for innovation and knowledge transfer. It then issues a proposal to the Commission on the suitability of protecting results on behalf of the URV and recommends which protection strategy to implement.

2. Based on this proposal, the Commission will then decide whether to maintain the rights over the result generated, in accordance with current industrial and intellectual property legislation, or to consider the result an industrial secret and reserve the right to hold exclusive use of it.

3. If the Commission is unable to meet within three months of being informed of the result, the vice-rector for innovation and knowledge transfer is empowered to take the decisions outlined in section 2 of this article on condition that when the Commission meets it is informed of those decisions and may ratify or amend them accordingly.

Article 14. Managing the protection of results

1. If it is agreed that procedures should begin to obtain protection of results on behalf of the URV, the FURV will be responsible for managing those procedures and will be free to seek collaboration from external professionals to assist in the task.

2. Protection of the results generated from R+D+I projects conducted in collaboration with third parties must be managed in accordance with the terms of the relevant contract.

Article 15. Collaboration of authors and inventors

1. Members of the URV community who participate in generating a result are obliged to collaborate with the URV and the FURV in all matters in order to enable the URV to obtain adequate protection of the result and its possible transfer.

2. This obligation to collaborate includes the requirement to sign any necessary public or private documents before any regional, national or international office competent in matters of industrial and intellectual property (including but not limited to patent and trademark offices, intellectual property registers, etc.) so that both the URV and the authors or inventors themselves may appear as or become holders of the industrial or intellectual property rights over the result to which they are entitled and exercise their inherent rights as such.

3. URV students who, in accordance with article 7, agree with the URV to transfer their exploitation rights so that the university becomes responsible for protecting and exploiting the result are subject to the same obligation to collaborate as that which is outlined in this article.

Article 16. Confidentiality and disclosure of results

1. Anyone who participates in teaching and R+D+I activities at the URV must treat all information related to research conducted within the URV environment confidentially and safeguard the confidentiality of this information so as to



preserve the rights of the URV and third parties who collaborate in those activities.

2. Once the procedure for preserving results susceptible to protection by the URV has been determined, members of the URV community and the entities or individuals who collaborate with the URV must comply with the deadlines established by the FURV regarding the dissemination of results and must agree not to take part in any act of disclosure without prior authorization from the FURV so as not to undermine the legal protection of the results.

3. The FURV must receive prior notice of any act to be undertaken via any medium by members of the URV community or entities or individuals that collaborate with the URV to disseminate, disclose or inform the public or third parties about a result that is susceptible to protection. The FURV may prohibit the dissemination or disclosure of a result by providing justification for doing so.

4. In line with section 2 of article 6 of these regulations, public acts to disseminate or disclose a result conducted by URV research staff must expressly mention their relationship to the URV, and, if applicable, the rights to which they may be entitled over the results being disseminated or disclosed.

5. Contracts drawn up for R+D+I projects conducted in collaboration with third parties must include the URV regulations on confidentiality and the dissemination of results.

Article 17. Cession of rights over results to authors or inventors

1. If the URV is not interested in owning a result, wishes to relinquish an application, or no longer intends to retain the ownership or international extension of an industrial or intellectual property right, it must inform the URV research staff or student authors or inventors of the result of its decision. However, if the URV has signed a contract with a third party that envisages a preferential right to the ownership of the result in its favour, the terms stipulated in the contract will apply.

2. If the authors or inventors are interested, the URV may agree to cede its rights in accordance with the conditions agreed between the URV and the authors or inventors.

3. Any cession of a result to its authors or inventors will require the agreement of the Commission, which must inform the bursar of this decision in writing so that he or she, in accordance with the Statute of the URV, may present the proposal to the rector.

4. The cession of a result in favour of the authors or inventors means that they are free to commercialize the result provided that the commercial activity does not infringe the URV's guiding principles. The authors or inventors must keep the FURV informed about the process undertaken to protect the results and the rights they are accorded.

5. The URV may reserve the right to receive a percentage of the income generated from the exploitation of a result directly by the authors or inventors themselves or via a licensing agreement or cession to a third party. The URV also reserves the right to use the result for non-commercial purposes by means of a non-exclusive, non-transferable and free license to use the result for teaching and R+D+I activities.

6. The URV may establish any mechanisms it deems suitable to recover expenses incurred when pursuing, drafting, processing or maintaining the ownership of industrial and intellectual property.

Article 18. Follow-up of results

1. In agreement with the procedure outlined in these regulations, the FURV must maintain up-to-date records of all the URV ownerships of results that have been reported.

2. These records must include:

a) Notifications of the results presented by URV research staff as well as all correspondence and requirements that derive from the result-notification process.

b) The decisions taken by the authors, inventors and holders of the rights over results.



- c) Applications for protection of results.
- d) Protection certificates awarded, specifying the duration and geographical and material scope.
- e) Transfer agreements, specifying the individual or entity that acquires the right and the transfer conditions.

SECTION IV. EXPLOITATION OF RESULTS

Chapter I. Determining the exploitation formula

Article 19. Formulas for exploiting results

The URV may commercially exploit results in the manner it deems best suited to meet its objectives. The rector will decide how a result should be exploited and what consideration should be applied after being informed by the bursar of a written proposal from the Commission suggesting which formula should be followed to exploit the rights over a result.

1. If the URV decides to exploit a result by setting up a spin off (derived company), the procedure outlined in the regulations on establishing companies in the Universitat Rovira i Virgili environment must be applied in order to transfer the exploitation rights over the results to the spin off.
2. If it is agreed that the results are to be exploited by means of transfer to a third party, the procedure applicable in accordance with current patrimonial regulations must be followed.

Chapter II. Distribution of income obtained from exploitation of results

Article 20. Participation of URV research staff and students in income generated

a) Annual net income earned by the URV by commercially exploiting a result must be distributed in the proportions established below. If the net income is below or equal to 6,000 €:

- (i) 100% for the inventor(s) or author(s)
 - (ii) 0% for the URV
- b) Subsequent net income between 6,001 and 12,000 €:
- (i) 80% for the inventor(s) or author(s)
 - (ii) 20% for the URV
- c) Subsequent net income between 12,001 and 18,000 €:
- (i) 50% for the inventor(s) or author(s)
 - (ii) 50% for the URV
- d) Subsequent net income above 18,000 €:
- (i) 34% for the inventor(s) or author(s)
 - (ii) 66% for the URV



1. Income retained by the URV is considered royalty and must be distributed among the URV and FURV cost centres in the proportions established by URV regulations on royalties.

2. For the present regulations, net income is considered to be the difference between the total accumulated amount charged by the URV for exploiting the result and the accumulated expenses incurred by the URV and the FURV to implement the procedures involved in protecting, pursuing, drafting, processing, maintaining and exploiting that result.

Article 21. Income generated by R+D+I projects in collaboration with third parties

1. In accordance with the terms outlined in article 8, the distribution of income derived from the commercial exploitation of results generated by projects conducted in collaboration with third parties must be specified in the contract signed between the URV or the FURV and the third party, though this contract may postpone the decision on the distribution formula for a later date.

2. The net income earned by the URV for exploiting the results generated by these projects must be distributed in accordance with article 20 of the present regulations.

SECTION V. FURV POSITION IN THESE REGULATIONS

Article 22. FURV position

1. By the terms of the agreement signed on May 11, 2000, the FURV assumes the management of industrial and intellectual property on behalf of the URV for the results obtained by URV staff in the context of their research activities.

2. If, for any reason, the FURV, ceases to have any of the responsibilities or attributions outlined either in these regulations or in the agreement mentioned in this article, those responsibilities or attributions must be assumed by a body or entity designated by the URV to carry out those functions.

Transitory provision

Results notified before the entry into force of the current regulations are fully governed by previous regulations.

Final provisions

First. Interpretation of the regulations

Any query regarding the interpretation of these regulations will be resolved by the Commission.

Second. Entry into force

The present regulations will enter into force the day after they are published in the Official Gazette of the URV.