



Moholy-Nagy University of Art and Design

Intellectual Property Management Policy

2024

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Moholy-Nagy University of Art and Design's Intellectual Property Management Policy is defined as follows, based on Act CCIV of 2011 on National Higher Education, Act LXXVI of 2014 on Scientific Research, Development and Innovation, moreover the Moholy-Nagy University of Art and Design's Organisational and Operational Regulations (hereinafter "OOR"):

CHAPTER I: GENERAL PROVISIONS

Section 1 Objectives

The aims of this Intellectual Property Management Policy (hereinafter the "**Policy**") are to:

- (1) by promoting creativity, encourage responsible behaviour by creators in the interests of sustainable development and the preservation of our natural environment,
- (2) encourage the students, researchers, teachers of the Moholy-Nagy University of Art and Design (hereinafter the "**University**") and other persons creating Intellectual Creations covered by the Policy (hereinafter collectively the "**Creators**") to create Intellectual Creations,
- (3) as a general rule, grant Students the right to dispose of their works, Intellectual Creations created in the course of their studies, while obliging them to indicate their affiliation with the University,
- (4) ensure the acquisition, by the University, of rights relating to Intellectual Creations beyond the scope of works and Intellectual Creations that Students create in the context of their studies,
- (5) ensure the appropriate legal protection or intellectual property protection for the Intellectual Creations,
- (6) facilitate the effective establishment and registration of the property value of the Intellectual Creations created by the University's Creators in the course of their creative work,
- (7) promote the appropriate use and continued development of Intellectual Creations,
- (8) lay down the main principles for the transfer, utilization and licencing of Intellectual Creations and Intellectual Property Rights, and the basic framework for contractual relations with the University's external partners,
- (9) determine the remuneration of educators, researchers, other Creators and the way they will receive their shares from the revenues from the exploitation and sale of Intellectual Creations and Intellectual Property Rights.

Section 2: Basic Principles

- (1) The University shall give priority to supporting the creation of Intellectual Creations and initiatives to promote it and foster an intellectual property-conscious approach.

(2) The University supports the creation and exploitation of Intellectual Creations through

- (a) rules relating to the economic rights or remuneration of Intellectual Creations,
- (b) education – both legal and business-related – on intellectual property and innovation, furthermore, information and advisory services and measures to raise awareness about intellectual property,
- (c) mediating opportunities for collaboration with the business community,
- (d) other services as the University may determine at its discretion.

(3) The University will recognise and support its educators, researchers and other Creators who create Intellectual Creations by providing financial and non-financial incentives, including remuneration, moral recognition, moreover taking achievements related to Intellectual Creations into account for career advancement. Responsibility for establishing, maintaining and updating policies on moral recognition, career advancement and performance-driven pay related to Intellectual Creations will lie with the University's Head of HR.

(4) Persons subject to this Policy shall be required to exercise critical diligence and pursue enhanced cooperation with the University and with each other in implementing the purposes and spirit of this Policy, including in particular confidentiality, drafting accurate and complete documentation, the prompt and efficient handling of affairs, moreover enhanced cooperation in the protection and exploitation of Intellectual Creations and Intellectual Property Rights, including the provision of information and the signing of necessary documents.

Section 3: Basic Definitions

(1) **Intellectual Creation:** it means a work (creation) or technical solution

- (a) which is suitable for being the subject of industrial property rights protection (invention, utility model, design, plant species, topography) or
- (b) which, by virtue of legislation, is protected by copyright or qualifies as a subject matter of related rights (in particular, sound recordings, cinematographic works and databases), furthermore
- (c) proprietary information (know-how) protected by the Act on the Protection of Trade Secrets.

(2) **Intellectual property rights:** legal protection for intellectual creations and certain performances, product markings (trademarks and geographical product markings) granted under copyright and industrial property law and, for proprietary information, under the Act on the Protection of Trade Secrets, furthermore, protection under law as provided in directly applicable European Union acts and international conventions, thus in particular:

- (a) protection under industrial law (patent, utility model protection, design protection, plant variety right, topography protection, trade mark protection), including applications for protection pertaining to such,
- (b) copyright protection and protection under related rights,
- (c) protection of proprietary information (know-how).

(3) **Copyright** protection covers all individual and original works of literature, science and art, regardless of whether or not specified by law, and in particular the following:

- literary (e.g. academic/professional literature, scientific, journalistic) works,
- computer programming and the corresponding documentation (hereinafter “Software”),
- cinematographic and other audio-visual works (hereinafter collectively “Cinematographic Works”),
- video games, and interactive and static works in virtual space (VR, AR and XR works)
- works created by drawing, painting, sculpture, engraving, lithography or other similar means, and their design drawings,
- photographic artwork,
- map works and other cartographic works,
- architectural works and their design, and the combined design of building complexes and urban planning ensembles,
- technical facility designs,
- works of applied arts and their designs,
- costumes, sets and their designs,
- industrial design artwork,
- databases qualifying as collective works,
- musical and acoustic (e.g. sound-design) works

provided that such are not excluded from protection based on the provisions of the Copyright Act.¹

(4) **Copyrighted work:** works, creations subject to copyright protection, and works, creations, performances protected by related rights (in particular, databases).

(5) **Patentable invention:** Any invention in any field of technology shall be patentable if it is new, involves an inventive step, and is capable of industrial application, provided that it is not excluded from patent protection. The following, in particular, are not considered inventions:

- discoveries, scientific theory and the mathematical method,
- creations of aesthetics, - plans, rules or procedures applicable to intellectual activity, games, business operations,
- computer programs,
- the display of information

excluded only to the extent that their protection is claimed solely in that capacity.

(6) **Utility model:** it shall mean a solution relating to the configuration, structure or arrangement of the parts of an object. A device and a system consisting of several interrelated devices shall also qualify as a utility model.

(7) **Utility model protection:** a configuration, construction or arrangement of the parts of an object may be given utility model protection if it involves an inventive step and is suitable for industrial application; provided that it is not excluded from protection.

¹ The grounds for exclusion from copyright protection are defined in paragraphs (4) - (7) of Article 1 of Act LXXVI of 1999 on Copyright.

(8) **Industrial design:** the appearance of the whole or a part of a product resulting from the features of the product itself and/or its ornamentation, in particular the lines, contours, colours, shape, surface, texture and/or the materials of the product and/or its decoration.

(9) A design shall be eligible for **protection as an industrial design (industrial design protection)** if it is new and has individual character, provided that it is not excluded from protection.

(10) **Proprietary information (know-how):** technical, economic or organisational knowledge, solutions, experience or a compilation thereof, which constitute trade secret and which are recorded in an identifiable manner.

(11) **Author:** The natural person who created the work. Copyright is inherently due to the author.

(12) **Creator:** The natural person who created the intellectual creation, in particular the inventor of the invention, the author of the copyrighted work and the developer of know-how.

(13) **Duty-bound Industrial Property Creation:** any invention, plant variety, utility model, industrial design or topography created by an employee in the course of performing employment duties, where the employee is contractually required to develop such solutions or create a topography.

(14) **Employee's Industrial Property Creation:** any invention, plant variety, utility model, industrial design or topography created by an employee without being under a contractual obligation arising from the employment relationship to do so, where the exploitation of the creation falls within the employer's scope of activity. The University may only exploit an Employee's Industrial Property Creation consistently with the Creator's right of disclosure.

(15) **Licence:** A permit that grants the right to exploit, utilise or use in relation to an intellectual creation or intellectual property or a licence for exploitation, utilisation or use.

Section 4: Scope of the Policy

(1) The **personal scope** of this Policy shall cover the following:

a) Those who have a BA, MA or doctoral student status with the University, as well as persons participating in postgraduate programmes or in adult education or in other short-term programmes, without student status, based on a contract, and students and visiting students studying at the University under Erasmus or other programmes (hereinafter collectively as: **"Student"**)

b) Persons having an employment relationship with the University;

c) All natural persons engaged with the University under an employment relationship, any other relationship for the performance of work, or a civil law relationship, including in particular academic title holder professors, researchers, external lecturers, as well as visiting researchers and research fellows;

d) Economic operators pursuing research and development and/or innovation and/or educational activities and/or creating intellectual creations at the University in the context of a relationship under civil law;

- e) Exploitation undertakings established by the University or with its participation for the purpose of exploiting Intellectual Creations or Intellectual Property, as well as other legal entities established by the University or operating with its participation that exploit Intellectual Creations and/or Intellectual Property rights, and persons employed by such companies or legal entities or engaged by them under any other relationship for the performance of work or employment, including civil law relationships;
- f) Any and all organisational units of the University;
- g) All natural or legal persons or entities and bodies not listed above, regarding whom/which this Policy establishes rights and/or obligations or who/which acknowledge this Policy as binding by a specific written declaration.

(2) The **material scope** of this Policy shall cover the following:

- a) All Intellectual Creations and Intellectual Property Rights generated, created or developed by a person subject to this Policy in the course of or in connection with an activity pursued by that person based on or in connection to their legal relationship with the University – in particular: teaching, research, artistic creation – with the proviso that this Policy has to be applied to trademarks and other product markings if they are directly related to the Intellectual Creations and Intellectual Property Rights under this clause;
- b) all other Intellectual Creations and Intellectual Property Rights, the economic rights or Licensing Rights of which have been acquired by the University from third parties, whether free of charge or for consideration, by contract.

CHAPTER II: STUDENTS' INTELLECTUAL CREATIONS

Section 5: General rule: Student's rights

(1) Students shall be entitled to the intellectual creation-related moral rights, as well as the intellectual creation-related economic rights (in particular the exclusive rights of use, right of exploitation and the right to license these rights) in terms of the Intellectual Creations created by them in the course of their studies, student status, degree course, other legal relationship with the University or in connection with them (in particular BA and MA semester examination works, final examination/diploma works, master thesis works and theses), with the exception of the cases provided for in Sections 6 to 8 of this Policy.

(2) Proprietary rights of any copies (e.g. prototypes) of the creations or works subject to this Section 5 will rest with the Students; however, Students shall be obliged to make the copies available to the University for exhibition purposes during the two (2) years after creating the creation or work, if the University so requests, and shall act in compliance with Sections 9 to 12 of this Policy with regard to such creations.

Section 6: Acquisition of rights by the University

(1) Notwithstanding the provisions of Section 5, the University may, at its own discretion, request the transfer of the economic rights in the Intellectual Creations created by the Student to the University, or to be granted the right of exploitation and use, if

a) the Intellectual creation was created in the course of

aa) activities pursued under a contract concluded by the University with a third party or

ab) activities supported by tendered funds, or

ac) other – in particular research – project activities or project work, as specified by the University

and in the context of which the University is entitled to acquire the economic rights or rights of utilisation, use and exploitation pertaining to the obtained results to the extent that the University deems necessary, or the acquisition of such rights for the University is justified based on the University's decision made at its own discretion; or

b) the Intellectual Creation was created in the context of employment or a civil-law relationship with the University in addition to the student status or training relationship.

The Student does not have the right to oppose such transfer or to oppose of the right of exploitation and use from being granted, indicated by the University on the basis of the above request.

(2) In the cases subject to Section 6(1), before the start of the activity, the head of the department responsible for the activity will be responsible for informing the Students, including by displaying it in a prominent place in the Neptun system, that Section 6 hereunder will apply to the activity and not Section 5 hereunder. In the light of this information the Students may decide whether or not to participate in the activity concerned.

(3) If an activity covered by paragraph (1) of Section 6 is carried out within the framework of a course that the Student is obliged to complete, the Student shall not – contrary to the last sentence of paragraph (2) of Section 6 – be entitled to decide whether or not to participate in the activity itself, but may declare that they do not authorise the transfer or exploitation or use of their rights to their intellectual creation created during the course. In such a case, the obligation as per the last sentence of paragraph (1) of Section 6 shall not apply.

(4) If the Student participates in an activity covered by Paragraph (1) of Section 6, the University and the Student shall, before the commencement of the activity, enter into a written contract, which shall provide in particular for

a) the scope and terms of the University's acquisition of rights to the Intellectual Creations created by the Student, and the scope and terms of the licence to exploit and use the Intellectual Creations – clarifying the territorial and temporal scope of the licence, its scope and manner, whether the licence may be adapted, transferred or assigned to a third party, and whether the licence is exclusive or non-exclusive [see Section 6 (1)]; and

b) appropriate compensation or remuneration due to the Student or express waiver of rights, as appropriate; and

c) the Student's obligation of confidentiality;

d) the conditions of use of the University's infrastructure and resources by the Students.

(5) The Student may not participate in any activity subject to Section 6(1) without a Contract within the meaning of Section 6(3). The head of the department responsible for the activity

will be responsible for ensuring that the contract as per Section 6(3) is concluded with the Student before the project or activity commences.

(6) In cases covered by paragraph (1) of Section 6, the Student shall be entitled to communicate, disclose, publish or make public their Intellectual Creation (including in particular the Student's own website, portfolio, social media platforms, other on-line and off-line platforms and methods, including in particular publication, exhibition) only with the prior written permission of the University. The further terms and conditions in this regard shall be governed by the contract as per Section 6(3).

(7) The University will be entitled to the ownership of the copies (e.g. prototypes) of the creations and works subject to Section 6(1).

(8) With regard to the activities subject to this Section 6(1) and the contracts under Section 6(3), the provisions of Chapter III of this Policy shall apply mutatis mutandis to the Student (e.g. where the Student enters into employment with the University or concludes a separate civil-law contract with the University in respect of an individual project). Sections 15 to 16 of this Policy shall apply mutatis mutandis to Student activities subject to Section 6.

Section 7: Specific agreement between the University and the Student

(1) The Student and the University may voluntarily enter into a different agreement in respect of the Intellectual Creations covered by Section 5. A different agreement may be concluded in particular if the Student's Intellectual Creation as defined in Section 5 is exploitable for the University or if the University intends to exploit or use it itself or through a third party and/or if the University supports certain Students in the framework of a grant application, and in the case of doctoral theses.

(2) In cases covered by Section 7(1), the Student and the University shall enter into a written agreement, in which it shall be necessary to regulate in particular the transfer to the University of all or part of the economic rights and/or rights of use, exploitation and utilisation of the Intellectual Creations, as well as the scope, conditions, compensation, remuneration and the sharing of the revenues of exploitation and use, and the provisions on confidentiality.

(3) Sections 15 to 16 of this Policy shall apply mutatis mutandis to Students in the cases subject to Section 7.

Section 8: Specific agreement between the Student and a third party

Unless this is contrary to law or to these Regulations or other rules or contracts, the provisions of the grant agreement between the Student and a third party shall prevail in respect of Intellectual Creations created under the grant agreement, provided that the Student shall be obliged to inform the University in writing in advance, through the Knowledge Transfer Centre, of the conclusion of such an agreement. It is the Student's responsibility to ensure that the grant agreement does not conflict with the Policy – in particular with regard to the

provisions of Sections 9 to 11 of the Policy – but the Student may seek the assistance of the Knowledge Transfer Centre to ensure this.

Section 9: Mandatory indication of University affiliation

(1) If the Student does any of the following in any way, during their studies at the University, and at any time after the termination of their student status, regarding any Intellectual Creation – in particular the creations subject to Section 5 – created by them in the course of their studies at the University

a) shares, displays, features or publishes it on an online platform (including, in particular, on their own website, blog, any social media platform, as well as on third party online platforms); and/or

b) in any other way communicates or discloses it to any person (in particular: includes it in exhibitions, festivals, includes it in their portfolio, includes it in a publication, presents it at exhibitions, conferences, trade shows, festivals, professional competitions, study competitions, or publishes or makes it available in any other way)

the Student shall be required to indicate in each case that the given creation, work or Intellectual Creation was created during the period of study at the University, and must clearly indicate the name(s) of the collaborating teacher(s), if any.

(2) The Student shall be obliged to comply with their obligation as per paragraph (1) of Section 9 by clearly indicating – if possible – the following wording in Hungarian or English:

“This work was created by [name of Student] at the Moholy-Nagy University of Art and Design (MOME) with the assistance of [name of teachers] in the year [.....].”

“This work was created by [name of student] at the Moholy-Nagy University of Art and Design (MOME) with the assistance of [name of teacher] in the year [number].”

(3) Pursuant to Paragraph (1) of Section 9, the Student shall only be entitled to communicate, publish and disclose if they are not prevented from doing so by confidentiality pursuant to Sections 15-16 of this Policy or by a separate agreement with the University, in particular pursuant to Sections 6-7.

(4) The obligation set out in this Section 9 will be imposed on the Student during the period of their student status and for an unlimited time thereafter.

(5) The University will have the right to establish additional policies or regulations regarding the indication provided for in this Section 9, in particular with regard to the particulars of the genre and the particulars of the various media and channels.

Section 10: Notification obligation for Students

(1) All Students shall be obliged to notify the University of all their works and Intellectual Creations created under Section 5 of the Policy in connection with their student status with the University. As a general rule, the notification must be completed by the Student at the end of each active semester by submitting the communication material filed for the public display

(KIPAK) exhibiting their work made during the semester. Other detailed rules for the notification may be laid down in an instruction issued by the Rector - Chief Executive Officer.

(2) The head of the degree programme concerned will be responsible for ensuring that the notifications as per Section 10(1) are made to the Knowledge Transfer Centre, in accordance with the content of Section 35(2) of the Policy, as a general rule, via the online interface provided by the University for that purpose or, if this is not possible, by using the notification form included in Annex 1 to this Policy.

(3) The head of the degree programme concerned shall be assisted in their consultation with the Students and in making the notifications by the departmental managers, as well as by the administrative staff of the University.

(4) Students shall actively participate and cooperate fully in the preparation of notifications as per this Section 10.

Section 11: The University's limited right of use

(1) The University will have the right to reproduce, distribute, transmit to the public, display, perform, exhibit or otherwise use, free of charge and without limitation in time and space, in unlimited quantities, on a non-exclusive basis, the Intellectual Creations of all of the Students subject to this Policy, or, depending on the circumstances of the respective case, extracts or photographs or videos thereof

a) on the University's website, social media platforms, in the University's electronic and printed publications, brochures and any advertisements, as well as in any third party online and printed publications, platforms, programmes and in any other way for promotional, marketing, educational purposes,

b) at exhibitions, conferences, trade shows, festivals, professional competitions, study competitions and any other similar events for promotional, marketing and educational purposes,

c) in the educational activities of the University,

d) in the University's register related to Intellectual Creations (Section 35)

and, within this framework, grant to third parties the usage right.

(2) The Students shall grant the usage rights provided for in Section 11(1) to the University free of charge, without any claim for payment of consideration, and the Students expressly waive their right to remuneration in this respect.

(3) If the Student wishes to obtain industrial property rights protection for their Intellectual Creation under Section 5 or Section 8, or wishes to keep their work secret, they shall inform the University's Knowledge Transfer Centre (KTC), in which case the University will have the right to exercise the rights provided for in Section 11(1)

a) without jeopardising the obtaining of the industrial property protection; and/or

b) in a manner consistent with the Student's interest in maintaining the secrecy of the Intellectual Creation and in a manner that does not infringe a trade secret.

(4) If the work is uploaded via the online interface provided by the University, the notification to the Knowledge Transfer Centre as per Section 11(3) must be made via the same interface.

(5) With respect to Intellectual Creations as per Sections 6 and 7, the decision on the acquisition of protection and confidentiality shall be made by the University; the decision shall be made by the Intellectual Property Committee of the Innovation Board on behalf of the University, unless otherwise expressly agreed in writing.

Section 12: Restricting access to the creations

If, in relation to a paper, essay, exam work, diploma work, master's work, thesis or dissertation (hereinafter as: "**Work**") required or necessary for completing a course of study or an examination, or for completing a course of study or obtaining a degree, its confidential treatment is justified on account of the eligibility of the content of the Work for industrial property protection and/or maintaining its secrecy, then

a) if the economic rights over the Intellectual Creation belong to the Student, the supervisor or the consultant shall, at the request of the Student, request confidential treatment of the Work in accordance with the Student's request, until the publication of the application for industrial property rights protection at the latest;

b) in any other cases not subject to point (a) above, the supervisor or the consultant shall – taking into account the Student's opinion – initiate confidential treatment until the publication of the application for industrial property rights protection, at the latest.

CHAPTER III: RULES APPLICABLE TO PERSONS HAVING AN EMPLOYMENT RELATIONSHIP OR WORK-RELATED LEGAL RELATIONSHIP OR CIVIL LAW STATUS WITH THE UNIVERSITY

CHAPTER III.1: GENERAL RULES

Section 13: General rules

(1) The provisions of this Chapter III will apply to all persons who are not considered as Students, including in particular those employed in an employment or other work-related legal relationship, or under a civil law contract, in particular lecturers, researchers and contributors of the University.

(2) Persons specified in paragraph (1) of Section 13 shall, on the basis of their legal relationship with the University, and in connection therewith, be obliged to

a) document the activities and processes carried out during the performance of research and development, innovation tasks, projects and the creation of Intellectual Creations in a manner appropriate to the way in which the work was created;

b) disclose, communicate, notify and transfer the Intellectual Creations created to the University without delay [Section 19 (2); Section 23 (3); Section 25 (2)];

c) cooperate with the staff of the designated department by providing the necessary information within the framework of the notification procedure [Section 19(2); Section 23(3); Section 25(2)];

d) ensure that the proper professional information and basis are available for the decisions to be made by the senior management regarding the possible protection, use and exploitation of the intellectual creations, by providing the information available to them

e) actively participate in any protection and exploitation procedures and actions.

(4) Certain rights and obligations contained in the Policy – in particular the provisions relating to confidentiality, Intellectual Creations and Intellectual Property Rights – will survive the termination of the legal relationship with the University and shall remain valid for an unlimited period of time.

(5) Persons who have no student status or are not employed by the University, in particular contributors who are in a contractual relationship with the University in connection with individual projects and contracts regulated under Section 27 (see the provisions of Section 21 and Section 24 of the Policy), as well as visiting researchers, contractual researchers, guest lecturers and scholarship holders, shall be obliged to conclude an individual written agreement with the University, which shall in particular provide for

a) the economic rights and/or rights of use in the Intellectual Creations created by such persons under the specific agreement, which shall vest in the University to the extent deemed necessary by the University and shall be transferred to the University,

b) the individual remuneration or express waiver of remuneration of such persons; and

c) confidentiality.

Section 14: Teaching, doctoral supervision, consultation, evaluation

(1) Within the framework of the educational activities of the University, teaching, doctoral supervision, consultation and evaluation activities do not in themselves create any Intellectual Creation, and as a consequence

a) these activities do not create a joint Intellectual Creation between the Student and the persons carrying out the teaching, doctoral supervision, consulting, reviewing, evaluation activities; and

b) the University does not acquire any rights in the Intellectual Creation created by the Students through these activities.

Section 15: Rules on disclosure

(1) The Author of the Copyrighted Work and any other person with access to copies of the Copyrighted Work shall, before the disclosure of the contents of the Copyrighted Work in any form – including in particular publication and performance – or its communication to any other person, be obliged to exercise the highest degree of care and ensure that such disclosure does not reveal information which

a) excludes or jeopardises the eligibility for, or the grant of, industrial property protection of any technical solution or creation (including an invention, utility model, industrial design, plant variety or topography) disclosed in, embodied in, or realisable through the use of the Copyrighted Work, or which

b) infringes the copyright and/or industrial property rights of the University and/or its contracted partners or its trade secrets, including Proprietary Information.

All Authors and all persons subject to this Policy will be fully responsible for compliance with and the correctness of the provisions of this Section 15(1).

(2) If, pursuant to the first sentence of paragraph (1) of this Section 15, the Author(s) believe(s) that the disclosure poses any risk, they shall submit the proposed Copyrighted Work to the Intellectual Property Committee of the Innovation Board prior to publication. The Intellectual Property Committee shall decide within fifteen days whether

a) it consents to the publication of the Copyrighted Work; or

b) it refuses to give its consent; or

c) it provide for a deferral of publication for a specified period as long as it does not jeopardise the acquisition of industrial property protection.

(3) A Copyrighted Work shall not be disclosed/published if

a) the disclosure/publication of the Copyrighted Work would jeopardise or exclude the University's and/or the University's contracting partner's right to the Intellectual Creations and/or Intellectual Property Rights, in particular the right to obtain industrial property protection and/or the protection or exploitation of the solution as a trade secret – including protection as Proprietary Information – by the University or the University's contracting partner; or

b) the Copyrighted Work was created in the context of a contractual collaboration that restricts or excludes the disclosure/publication of the Copyrighted Work.

(4) The provisions of paragraphs (1) to (3) of Section 15 above shall apply mutatis mutandis to

a) all cases of communication and/or disclosure to others, including in particular public practical application/implementation; and

b) any communication, presentation or disclosure/publication, even if not in the form of Copyrighted Work.

Section 16: Confidentiality

(1) The Intellectual Creations owned by the University and/or its contractual partners, in particular inventions, design rights and know-how, as well as all non-public information relating to the protection and exploitation of the Intellectual Creations, shall constitute trade secrets and shall be treated as confidential, subject to an internal, closed case management. All persons subject to these Rules shall be bound by a duty of strict confidentiality, which shall continue indefinitely after the termination of their legal relationship.

(2) All persons subject to this Policy shall be obliged to keep the trade secrets of the University and of the University's contracted partners, in particular the trade, service and other secrets, Proprietary Information (know-how) relating to all research and development, innovation, projects related to the creation of Intellectual Creations and contracts concluded by the University, and classified information, in particular, they will not have the right to communicate or disclose them to any other person or to use or exploit them, except where

they are required to do so pursuant to legislation or where such use or exploitation is necessary for the performance of their job duties or for the performance of a contract concluded by the University.

(3) Before starting any consultations or negotiations regarding any contract [see Chapter IV of this Policy] to be concluded with external contracting partners, relating to any Intellectual Creations or Intellectual Property subject to this Policy, the University shall be obliged to enter into a written confidentiality agreement (non-disclosure agreement) with all potential contracting partners or other interested parties, and all contracts subject to this Policy shall contain appropriate confidentiality provisions, except in cases where no trade secrets are to be disclosed or transferred at all during the negotiations.

Section 17: Conflict of interest

(1) For the purposes of this Policy, the grounds and rules of conflict of interest applicable to employees of the University will exist in the cases specified in the Employment Requirements and in employment contracts and other contracts.

(2) In the case of joint projects and contracts planned with external partners, as well as in the preparation of engagements and assignments aimed at R&D, innovation activities and at creating other Intellectual Creations, participating and contributing university citizens will be responsible for ensuring that their obligations with the University and the obligations of the University towards third parties – in the context of a contract – do not infringe upon any conflict of interest, confidentiality and ethical rules.

(3) If persons subject to the personal scope of the Policy and being in a legal relationship pursue research or creative activity aimed at the creation of an Intellectual Creation at another university, research organisation, in the framework of an academic scholarship/fellowship programme, as a visiting researcher or under another similar status, then the acquisition of rights and the ownership share of works created through such activity must be set out in a prior agreement. In the absence of such an agreement, the provisions of the host party's regulations shall prevail, but any person subject to the Policy who is in a legal relationship with the University shall be obliged to act responsibly with an eye to safeguarding all of the University's trade secrets (including Proprietary Information) or confidential information and to comply with the rules on conflict of interest and ethics.

(4) Where a conflict of interest exists, the superior managers exercising work instruction powers will be primarily competent to issue a position regarding notification and assessment matters.

CHAPTER III.2: RULES APPLICABLE TO COPYRIGHTED WORKS

Section 18: Mandatory indication of University affiliation

(1) In the case of any publication of a Copyrighted Work created by its author as part of their obligations arising from a legal relationship with the University, as well as its disclosure in

bibliographic databases – including, in particular, MTMT – and in the course of delivering presentations, the author shall be required to indicate the University, the name of the organisational unit employing the author, their own position, and to provide their university contact details (in particular, telephone number and email address).

(2) If any Intellectual Creations created by a teacher, researcher or other Creator of the University under a legal relationship with the University, created as an obligation arising from the legal relationship with the University in any way

a) shares, displays, features or publishes it on an online platform (including, in particular, on their own website, blog, any social media platform, as well as on third party online platforms); and/or

b) in any other way communicates or discloses it to any person (in particular: includes it in exhibitions, festivals, includes it in their portfolio, includes it in a publication, presents it at exhibitions, conferences, trade shows, festivals, professional competitions, study competitions, or publishes or makes it available in any other way)

the University's teacher, researcher or other Creator shall in all cases indicate their affiliation with the University, except in cases where it is not possible to indicate affiliation with respect to the event or interface.

(3) The teacher, researcher or other Creator shall be obliged to comply with their obligation as per paragraph (2) of Section 18 by clearly indicating – if possible – the following wording in Hungarian or English:

“Ezt az alkotást [Alkotó neve] a Moholy-Nagy Művészeti Egyetem (MOME) [pozíció megjelölése] hozta létre [évszám] évben.”

“This work was created by [name of Author], [position of the Author] of the Moholy-Nagy University of Art and Design (MOME) in the year [number].”

(4) The University will have the right to establish additional regulations regarding the indication provided for in this Section 18, in particular with regard to the particulars of the genre and the particulars of the various media and channels.

Section 19: Rules applicable to Copyrighted Works prepared in the context of job-related obligations

(1) The economic rights in any Copyrighted Work or performance created by a person or persons having a work-related legal relationship with the University, within the scope of their obligations arising from that employment shall, upon delivery, and in the absence of a different written agreement, vest in the University as the legal successor of the author(s).

(2) Authors shall deliver to the University the Copyrighted Works falling under paragraph (1) of Section 19 after their creation without delay. The transfer of a Copyrighted Work and the disclosure of information relating to the creation of the work must be reported electronically to the head of the department(s) or research group where the work was created without delay, but within eight (8) days at the latest, and it must also be reported simultaneously to the Knowledge Transfer Centre via the online interface provided by the University or, if this is

not possible, by submitting the notification form attached as *Annex 2* to this Policy. If necessary, the provision of additional/missing documents/information may be requested.

(3) The Intellectual Property Committee may decide not to claim the Copyrighted Work as per Section 19(1), in which case a written contract to that effect shall be concluded with the Author, and the Author shall remain the owner of the economic rights.

(4) The following rules shall apply to the remuneration of Authors employed by the University in connection with the use and exploitation of the Copyrighted Works referred to in Section 19(1):

a) if the Copyrighted Work is used and exploited by the University itself, the Author shall not receive any remuneration in addition to their salary;

b) if the University grants a licence to use the Copyrighted Work to another person or transfers the economic rights to another person, the remuneration of Authors shall be governed by paragraphs (7) to (12) of Section 23 of this Policy, with the proviso that the term “Copyrighted Work” will be understood to replace, *mutatis mutandis*, the term “industrial property creation”. Accordingly, the calculation of the Authors’ remuneration will be governed, *mutatis mutandis*, in particular by the calculation method of the Fee Base under Section 23(9) of the Policy and the amount limits and percentage shares of the creators applicable to the Creators’ Fees as per Section 23(10).

(5) The provisions set out in Section 19(4), and the provisions referred to therein, shall not apply to cases where the Copyrighted Work is created on the basis of, or within the framework of, a separate contract or the performance of additional duties between the University and the Author, at the University’s request, for the purpose of enabling the University to fulfil its contractual obligations towards a third party, in accordance with the contracts concluded pursuant to Sections 26(1)(a) and 27(1)–(2) of this Policy. In such cases, the fee stipulated in the individual contract between the University and the Author or in the document relating to the order for additional work shall – unless otherwise stipulated in writing in the contract or in the document relating to the additional work – be the total fee of the Author, and the Author will not be eligible to any further remuneration, i.e. including the fee pursuant to Section 19(4)(b) and the fee pursuant to Section 23(7) to (12) referenced therein; the provisions of Section 20 shall prevail to the contract between the University and the Author.

(6) If there is more than one Author of the Copyrighted Work, the amount stipulated in the fee agreement will be due to the Authors jointly, and must be split between them in the proportion corresponding to their declaration on their respective share of the actual contribution to the creation of the work, or, in the absence of such declaration, it must be split equally.

(7) In the case of Section 19(4)(b) of this Policy, Section 23(14) hereunder shall apply to splitting the Fee Base remaining after the remuneration (Creator’s Fee) due to the Author in respect of the revenues accruing to the University in the event of licensing the utilisation of the Copyrighted Work to a third party and in that of transferring economic rights in the Copyrighted Work to a third party.

Section 20: Rules applicable to Copyrighted Works produced on the basis of individual projects

(1) If the University enters into a contract with a third party under Section 26(1)(a) and Section 27(1)-(2) of the Policy, the University shall be obliged, in all cases, to conclude an individual written agreement with the teachers, researchers and other Creators and contributors contributing to the performance of such orders: either a specific civil-law contract or an agreement for performing additional tasks, with the proviso that, in all cases, the employee shall be entitled only to the remuneration provided for in the civil-law contract or in the agreement for performing additional tasks, and shall have no further claim for fees against the University in respect of the Copyrighted Work created by them, the use of the work by the University, the assignment of the right of use to a third party and the transfer of the economic rights to a third party.

(2) Tasks to be performed in respect of contracts as per Section 26(1)(a) and Section 27(1)-(2) of the Policy shall not be deemed to be covered by the University's employee's job description.

(3) The contract referred to in paragraph (1) of Section 20 shall in particular provide:

- a) the detailed terms and conditions of contractual performance;
- b) the economic rights and/or rights of use of the Intellectual Creations; in this respect, the assignment to the University of the economic rights in the Copyrighted Works created, if possible, and, if the assignment of the economic rights is excluded by law, the acquisition by the University of the broadest possible range of rights and licences of use allowed for the forms of use at the time the contract is concluded (in particular exclusive rights of use, including all forms of use, including adaptation, unlimited right of use, without territorial limitation, for the entire term of protection, assignable to third parties),
- c) the individual remuneration of university instructors, university researchers, other Creators and other contributors involved in performance, regarding which the contractor's fee/retainer fee and the transfer fee/licence fee must be separated and separately determined,
- d) the warranty and confidentiality obligations of the university lecturers, university researchers and other contributors involved in performance;
- e) all other aspects referred to in Section 27(1) to (2), *mutatis mutandis*.

Section 21: Special rules concerning copyrighted works for educational and scientific purposes

(1) For educational, popular science and informative works (in particular textbooks, notes, presentations, series of exercises and audio-visual content) created in the course of or for the purpose of educational activities

- a) the University is the owner of the economic copyright in such works, provided that the person concerned is employed under an employment relationship and the responsibilities of their job include the creation of such Copyrighted Works;

b) in the case of persons not employed under an employment relationship, in particular teachers employed under an assignment contract, the University shall conclude a contract under which at least the right of use of the works for educational purposes is granted to the University.

(2) In the case of Copyrighted Works as per Section 21(1)(a), the University, as the copyright owner of the work, shall grant to the Author or other teacher a non-exclusive, non-transferable, free licence to use the Copyrighted Work for teaching and research purposes only to the extent necessary for the teaching or research activities carried out by the Author or other teacher or researcher at the University.

(3) For works within the meaning of Section 21(1)(a)

a) the Author of the work will not be eligible to any specific remuneration in addition to their salary if the work qualifies as a teaching materials, the preparation of which is an obligation arising from their job as an instructor and it would not be possible to adequately test Students' knowledge of the given subject without the work or it is necessary for the expected standard of teaching;

b) in the case of coursebooks or textbooks, unless otherwise provided for in a written contract between the University and the Author, the remuneration of Authors will be governed by the provisions of Section 23(7) to (12) of this Policy, mutatis mutandis, with the proviso that the term "Industrial Property Creation" shall be understood, mutatis mutandis, as "Copyrighted Work". Accordingly, the calculation of the Authors' remuneration will be governed mutatis mutandis in particular by the calculation of the Fee Base as per Section 23(9) of the Policy and the amount limits and percentage shares of the creators applicable to Creator's Fees as per Section 23(10), while Section 23(14) of the Policy will be applicable to splitting the Fee Base remaining after the Author's remuneration (Creator's fee) regarding revenues due to the University.

(4) For works within the meaning of Section 21(1)(b), the contract concluded by the University must include an individual provision on the licence fee.

(5) If the preparation of scientific works (in particular: sections, studies, monographs, scientific lectures and their presentation) is not part of the job duties of the Author, who is otherwise employed by the University, or if the Author's individual contract with the University does not provide otherwise (e.g. in the case of scientific works prepared at the request of the University and/or with the sponsorship of the University), the economic rights in such works will belong to the Author, but – if this does not infringe upon the interest of a third party and/or contracts concluded by the Author (e.g. publishing contract) – the Author shall be obliged to grant to the University, for the purposes of the University's education and research activities, a non-exclusive right of use, free of charge and for the entire term of protection, for the acts of use necessary for education and research (including reproduction in the required quantity, distribution, public performance, communication to the public, exhibition, and adaptation of the work to the extent necessary for the purpose and without infringing upon the Author's moral rights).

Section 22: The relation between Copyrighted Works and Industrial Property Creations

Where Copyrighted Works can be protected in a way linked to a technical solution, the operation of an apparatus or product, or the external design of a product, as well as in the case of Copyrighted Works incorporating novel technical solutions and/or design features of certain objects, or in any other case where the possibility of obtaining industrial property protection for the Intellectual Creation may arise (in particular: obtaining patent protection, utility model protection or design protection), the procedures for obtaining industrial property protection set out in Section 23 shall apply. The remuneration described in this Policy will be paid, in any case, to the Creator only once and will not be cumulative in the form of remuneration for a copyrighted work and industrial property creation.

CHAPTER III.3: RULES RELATED TO INDUSTRIAL PROPERTY CREATIONS

Section 23: Duty-bound Industrial Property Creation and Employee's Industrial Property Creation

(1) All persons employed by the University shall be obliged to notify the head of the department(s) where the work concerned was created or the head of the research group in writing, electronically and without delay, but no later than within eight (8) days, of any Duty-bound Industrial Property Creation and Employee's Industrial Property Creations created in the course of their work or activities performed within the framework of the legal relationship subjected by this Policy, and at the same time the Knowledge Transfer Centre shall be notified in writing via the online interface provided by the University or, if this is not possible, on the notification form attached as Annex 3 to this Policy and the work concerned shall be described in detail. During and prior to the disclosure and in the subsequent university procedure, particular care must be taken to ensure that the industrial property solution or work does not become available in a way that excludes or jeopardises the acquisition of industrial property protection. If necessary, the Knowledge Transfer Centre may request the provision of additional/missing documents/information.

(2) The Intellectual Property Committee, on behalf of the University, shall be obliged to decide and declare, within ninety (90) days from the receipt of the notification as per paragraph (1) of Section 23, whether the University claims the Duty-bound Industrial Property Creation and whether it intends to use the Employee's Industrial Property Creation. The Intellectual Property Committee shall send the decision to the Chief Executive Officer of the University and a copy to the Creator(s) for information.

(3) Where the University claims the Duty-bound Industrial Property Creation pursuant to Section 23(2), the University will be entitled to all economic rights, all applications for protection and all Intellectual Property Rights related to the Duty-bound Industrial Property Creation, as the successor in title to the Creator.

(4) Where the University claims an Employee's Industrial Property Creation pursuant to Section 23(2), the intellectual property right in the Employee's Industrial Property Creation will vest in the Creator, however, the University will be entitled to exploit the industrial

property creation. The University's right of exploitation is not exclusive; the University may not grant any licence for exploitation. The right of exploitation shall pass to the legal successor in the event of the dissolution of the University or the separation of one of its organisational units; otherwise, it may not pass to or be transferred to any other party.

(5) The Creator may dispose of the Duty-bound Industrial Property Creation if the University consents thereto or if the University fails to make the declaration referred to in Section 23(2) above. The patent or other industrial property rights protection in the Employee's Industrial Property Creation will vest in the creator without being subject to the University's right of exploitation, if the University consents to this or if the University fails to make the declaration referred to in Section 23(2) above.

(6) The University shall, in the event of acceptance or endorsement of the Duty-bound Industrial Property Creation, arrange for the filing of an industrial property application within a reasonable time after receipt of the notification; the University shall also act with due diligence in order to obtain protection. The University may refrain from filing an industrial property application or may withdraw the application if it keeps the industrial property creation secret and uses it as a trade secret solution, while acknowledging that it would otherwise be eligible for industrial property protection at the time of receiving the notification. The provisions of the previous sentence shall not be applied to designs. This decision shall be made by the Intellectual Property Committee, on behalf of the University, and the Intellectual Property Committee shall be obliged to inform the Creator of its ~~decision~~. The University will furthermore arrange for a pre-exploitation safeguarding and protection strategy, on the modes of exploitation, as well as on securing the costs of the procedures.

(7) In case the University sells a Duty-bound Industrial Property Creation or an Employee's Industrial Property Creation (in particular: licensing, transfer of rights), the Creator will be eligible to receive a creator's fee – in the cases and for the period mandatorily required by the industrial property rights protection legislation – and the University and the Creator shall conclude a separate written fee agreement about that. The University shall be obliged to pay the creator's fee unless the University concludes a contract stating otherwise.

(8) Unless otherwise provided for in the written fee agreement between the University and the Creator, the creator's fee payable by the University pursuant to Section 23(7) (the "**Creator's Fee**") must be calculated according to Section 23 (9) to (10).

(9) Unless otherwise provided for in the fee agreement between the University and the Creator, the base for calculating the Creator's Fee payable by the University will be based on the net proceeds from the sale of the industrial property creation (hereinafter as: the "**Fee Base**").

In determining the Fee Base

a) as a first step, the University's revenue must be determined as follows:

aa) revenues from the sale will include any rights transfer and/or licence fee or other amount paid by the Buyer or Licensee in exchange for the transfer of the protection and/or the licence right and/or other pecuniary advantage provided as consideration;

ab) where an exploitation undertaking is established, the revenue: the part of the taxable profits of the exploitation undertaking to which the University is entitled;

ac) in the case of exploitation by the University: the amount for which the Intellectual Creation could be obtained on the market for which the Licensee and/or the buyer of the Licensed Work would pay on a market basis as consideration for the licensing of and/or the transfer of rights in the Licensed Work.

b) to determine the net revenue (Fee Base), the following must be deducted from the revenue referred to in point (a) above

ba) the costs associated with the creation of the industrial property creation,

bb) the costs of the procedures for the assessment of the industrial property creation and for obtaining, maintaining, protecting or enforcing the industrial property right, including the fees of patent agents and attorneys and official fees; and

bc) the costs incurred by the University in connection with the grant of the Licence,

bd) taxes, duties and any other public dues, including public dues charged on the Creator's Fee and payable by the University;

be) the MOM fee due to the University and the operating costs.

(10) Unless provided for otherwise in the fee agreement between the University and the Creator, the Creator of a Duty-bound Industrial Property Creation or an Employee's Industrial Property Creation will receive the following gross remuneration from the Fee Base calculated according to Section 23(9):

a) If the Fee Base does not exceed HUF 1 million, the Creator's Fee will be 100% of the Fee Base;

b) Should the Fee Base exceed HUF 1 million but does not exceed HUF 10 million, the Creator's Fee will be 60% of the part of the Fee Base exceeding HUF 1 million, plus HUF 1 million;

c) Should the Fee Base exceed HUF 10 million, the Creator's Fee will be 30% of the part of the Fee Base exceeding HUF 10 million, plus HUF 6,400,000.

(11) Where a Duty-bound Industrial Property Creation or an Employee's Industrial Property Creation has more than one Creator, the Creator's Fee as per Section 23(10) will be due to the Creators jointly, and must be split between them in the proportion corresponding to their declaration on their respective share of the actual contribution to the creation of the industrial property creation, or, in the absence of such declaration, it must be split equally.

(12) Unless otherwise provided for in the fee agreement between the University and the Creator, the Creator's fee must be calculated and paid annually.

(13) The provisions of Section 23(7) to (12) relating to the Creator's Fee will not be applicable in cases where the industrial property creation or solution is created on the basis of or in the context of a separate contract or the performance of an additional task between the University and the Creator, on the order of the University, to enable the University to discharge its contractual obligations towards third parties in accordance with the contracts concluded pursuant to Section 26(1)(a) and Section 27(1) to (2) of this Policy. In such cases, the fee stipulated in the individual contract between the University and the Creator or in the document relating to the order for additional work will be the Creator's full fee – unless otherwise stipulated in writing in the contract or in the document relating to the additional work – and the Creator will not be eligible to any further remuneration, including the

Creator's Fee pursuant to Section 23 (7) to (12); the provisions of Section 24 will be applicable to the contract between the University and the Creator.

(14) After the payment of the Creator's Fee provided for in Section 23(10) hereunder, the remaining Fee Base, i.e. 40% of the Fee Base in the case of Section 23(10)(b) and 70% of the Fee Base in the case of point (c), will be split as follows:

- a) 90% goes to the organisation unit involved in the Intellectual Creation, while
- b) 10% is due to the Knowledge Transfer Centre.

Section 24: Rules applicable to Industrial Property Creations produced on the basis of individual projects

1) If the University enters into a contract with a third party under Section 26(1)(a) and Section 27(1)-(2) of the Policy, the University shall be obliged, in all cases, to conclude an individual written agreement with the teachers, researchers and other Creators and contributors contributing to the performance of such orders: either a specific civil-law contract or an agreement for performing additional tasks, with the proviso that, in all cases, the employee shall be entitled only to the remuneration provided for in the civil-law contract or in the agreement for performing additional tasks, and shall have no further claim for fees against the University in respect of the industrial property creation or solution created by them or the sale of the creation or solution by the University.

(2) Assistance in the performance of contracts as per Section 26(1)(a) and Section 27(1)-(2) of the Policy shall not be deemed to be covered by the University's employee's job description.

(3) The contract referred to in paragraph (1) of Section 24 shall in particular provide:

- a) the detailed terms and conditions of contractual performance;
- b) the transfer to the University of the economic rights and/or exploitation rights in respect of Intellectual Creations, and in this respect, as a general rule, the transfer of economic rights and claims for protection in respect of the industrial property creations and solutions created,
- c) the individual remuneration of university instructors, university researchers, other Creators and other contributors involved in performance [Section 23(13)], regarding which the contractor's fee/retainer fee and the transfer fee/licence fee must be separated and separately determined,
- d) the warranty commitments and non-disclosure obligations of the university instructors, university researchers, other Creators and other contributors involved in performance;
- e) all other aspects referred to in Section 27(1) to (2), mutatis mutandis.

CHAPTER III.4: RULES RELATED TO PROPRIETARY INFORMATION (KNOW-HOW)

Section 25: Entitlement to and remuneration for Proprietary Information (know-how)

(1) All Proprietary Information (know-how) developed or created by persons subject to this Policy under or in connection with their legal relationship with the University will be the exclusive property of the University and will be assigned in its entirety to the University. In

respect of persons employed under an employment contract, and in accordance with the applicable legislation, the University shall be the rightholder of all trade secrets related to the University, as well as of any trade secrets created or produced by the Creator in the course of, or in connection with, their employment, including all Proprietary Information (know-how). In contracts concluded with persons engaged under other legal relationships, including in particular contributors engaged under civil-law contracts, it shall be stipulated that the University shall be the exclusive rightholder of the Proprietary Information (know-how) created in the course of the contractual cooperation.

(2) All Proprietary Information (know-how) developed or created by employees covered by this Policy on the basis of or in connection with their legal relationship with the University shall be reported electronically, without delay, to the head of the organisational unit(s) or the head of the research group where the given information was created, and at the same time the Knowledge Transfer Centre shall be notified in writing via the online interface provided by the University or, if this is not possible, on the notification form attached as Annex 3 to this Policy and the work concerned shall be described in detail. If necessary, the provision of additional/missing documents/information may be requested.

(3) In the case of the exploitation of the Proprietary Information (know-how) provided for in Section 25(1), the remuneration of the Creators will be as follows:

a) for Creators employed under an employment contract:

aa) if the Proprietary Information (know-how) is used and exploited by the University itself, the Creator will not be entitled to any remuneration in addition to their salary;

ab) if the University grants a licence to use the Proprietary Information (know-how) to another person or transfers the economic rights to another person, the provisions of Section 23(7) to (12) hereunder shall prevail, mutatis mutandis, to the remuneration of the Creators, with the proviso that the term “Proprietary Information (know-how)” will be understood to replace, mutatis mutandis, the term “industrial property creation”. Accordingly, the calculation of the Creators’ remuneration will be governed, mutatis mutandis, in particular by the calculation method of the Fee Base under Section 23(9) of the Policy and the amount limits and percentage shares of the creators applicable to the Creators’ Fees as per Section 23(10);

b) in the case of non-employment relationships, the individual contracts shall prevail regarding the remuneration of the Creators.

(4) No employee of the University shall be involved in the performance of contracts as per Section 26(1)(a) of the Policy as part of their job responsibility, but, where an employee of the University is involved in the performance of contracts per Section 26 (1)(a) of the Policy, an individual written contract shall always be concluded with the employee: either a separate civil-law contract or an agreement for performing additional tasks, with the proviso that, in all cases, the employee shall only be entitled to the remuneration provided for in the civil-law contract or in the agreement for performing additional tasks, and shall have no further claim for fees against the University in respect of the Proprietary Information (know-how) created by them or the sale of the work by the University, and accordingly, the Creator shall not be entitled to the fee as per Section 25(3)(ab) of the Policy and Section 23(7)-(12) referred to therein.

(5) If there is more than one Creator of the Proprietary Information (know-how), the amount stipulated in the fee agreement will be due to the Creators jointly, and must be split between them in the proportion corresponding to their declaration on their respective share of the actual contribution to the creation, or, in the absence of such declaration, it must be split equally.

(6) In the case of Section 25(3)(ab) of this Policy, Section 23(14) hereunder shall apply to splitting the Fee Base remaining after the remuneration (Creator's Fee) due to the Creator in respect of the revenues accruing to the University in the event of licensing the utilisation of the Proprietary Information (know-how) to a third party and in that of transferring economic rights in the Proprietary Information (know-how) to a third party.

CHAPTER IV: EXTERNAL CONTRACTUAL RELATIONS

Section 26: Types of contracts with external contracting partners and the role of the Knowledge Transfer Centre

(1) The provisions of this Section 26 – and mutatis mutandis the provisions of Sections 27 and 28 – shall apply if

a) the creation of an Intellectual Creations is likely to result from or in connection with the activities of the University under the contract that the University intends to enter into with external contracting partners, in particular, in the case of:

aa) a works contract or assignment contract – in particular a research and development contract – or a contract relating to a Copyrighted Work to be created in the future;

ab) a cooperation agreement, consortium agreement; or

b) the subject matter of the contract intended to be concluded by the University with an external contracting partner is the transfer or licensing to the external contracting partner of an Intellectual Creations or Intellectual Property already created and owned by the University.

(2) The Knowledge Transfer Centre must be involved in the preparation of the contracts according to paragraph (1) of Section 26.

(3) Deviations from the provisions of Sections 27-28 may be made in justified cases on the basis of a decision of the Intellectual Property Committee.

Section 27: Contracts related to the creation of Intellectual Creations [Section 26(1)a]

(1) Contracts within the meaning of Section 26(1)(aa) must include – mutatis mutandis and also having regard to the nature and subject matter of respective contractual relation – the following:

a) a clear definition by the University of the detailed terms and conditions of contractual performance;

b) the clear and precise definition of the contractual terms and conditions for the economically advantageous consideration due to the University, taking into account the following:

- ba) the contractor's fee/retainer fee and – in case of a transfer of rights or a transfer of a Licence – the transfer fee/Licence fee (utilisation, exploitation) must be separated and separately determined,
- bb) the fee payable to the University should be proportionate to the proceeds expected from commercial exploitation and must be suitable for appropriately remunerating the Creators contributing on behalf of the University in accordance with the contracts individually concluded with the Creators pursuant to this Policy,
- c) the University has a claim to obtain protection in respect of the Intellectual Creations produced in the course of its activities, which it transfers for separate consideration;
- d) as appropriate to the specific features of the given contract: the transfer to an external contractual partner of Intellectual Creations, Intellectual Property Rights or rights to obtain protection arising from activities carried out by the University, or the granting of a licence thereto, as well as, in the case of licences, the scope and conditions of the licence rights, and, in the case of transfer of rights, the scope and conditions of the rights transferred;
- e) in the case of a licence agreement, the provisions concerning the protection of the Intellectual Creation or Intellectual Property forming the subject matter of the agreement;
- f) the condition that the University any implied warranty for defects with respect to the feasibility for the intended purpose of the Intellectual Creation or Intellectual Property, as well as of the descriptions containing them, where such purpose is not specified therein, and with respect to the economic feasibility of the Intellectual Creation or Intellectual Property;
- g) efforts shall be made to exclude, to the fullest extent permitted by law, any legal warranty with regard to the protectability of the Intellectual Creation and the existence of the Intellectual Property, both at the time of concluding the contract and throughout its term; and with regard to the fact that the Intellectual Creation and Intellectual Property do not infringe the rights of third parties;
- h) a provision that, where possible, the caption "Created at MOME" should appear on objects and designs created in the course of activities pursued by the University;
- i) non-disclosure provisions;
- j) the definition of the rules and legal consequences (in particular: liquidated damages, right of termination/rescission) in case of breach of contract by the external partner;
- k) provisions relating to termination and expiry of the contract.

(2) Contracts within the meaning of Section 26(1)(ab) must include – mutatis mutandis and also having regard to the nature and subject matter of respective contractual relation – the following:

- a) the definition of the contractual obligations of the parties, the precise terms and conditions of contractual performance by each party;
- b) Intellectual Property Rights existing independently of the contract and prior to its conclusion, but which are likely to be necessary for the performance of the contractual obligations or for the exploitation of the results of the activities under the contract ("Background IP"), must be duly identified by each party, and the licence for the use of such Intellectual Property Rights in relation to the tasks/projects covered by the cooperation and for commercial exploitation shall be regulated in a separate written agreement;

c) the sharing or otherwise dealing with the rights in the Intellectual Creations created in the course of the cooperation (“Foreground IP”) and the rules for the use or exploitation of the Intellectual Creations, taking into account that

ca) the University is entitled to protection for the Intellectual Creations created in the course of its activities, which it shall transfer only in justified cases, where the contract contains an express provision to that effect, and in exchange for separate consideration;

cb) unless otherwise expressly agreed, with respect to jointly created intellectual creations, the University is entitled to a share in the Intellectual Creations and Intellectual Property Rights commensurate with the extent of its activities and actual contribution thereto;

d) the remuneration payable to the University, in respect of which:

da) the contractor’s fee/retainer fee and – in case of a transfer of rights or a transfer of a Licence – the transfer fee/Licence fee (utilisation, exploitation) must be separated and separately determined,

db) the fee payable to the University should be proportionate to the proceeds expected from commercial exploitation and must be suitable for appropriately remunerating the Creators contributing on behalf of the University in accordance with the contracts individually concluded with the Creators pursuant to this Policy,

dc) the University should, where possible and justified in the given contractual relationship, seek to generate revenue on an ongoing basis rather than a lump sum,

e) if necessary, the parties must lay out provisions in the contract regarding matters associated with the joint entitlement, but no later than before the initiation of the procedure for obtaining protection for the joint Intellectual Property Rights or the start of any planned action for exploitation, utilisation or use, thus in particular in respect of the following:

ea) strategy for the protection of the Intellectual Creation, cost sharing,

eb) matters relating to the assertion of rights,

ec) where it is to the University’s advantage, providing onerous transfer of rights or onerous Licence, whether exclusive or non-exclusive, to a party or third party,

f) in respect of the Intellectual Property Rights retained by the University, it may grant the contracting party access or preferential rights for the exploitation of the results within the relevant field of application, the terms and conditions of which shall be set out in the contract;

g) the University shall seek to obtain free-of-charge access rights for itself in respect of educational and research purposes for the results controlled by the contracting cooperating parties;

h) non-disclosure provisions;

i) the conditions relating to the warranty as defined in Section 27(1)(f) and (g) of the Policy

j) the definition of the rules and legal consequences (in particular: liquidated damages, right of termination/rescission) in case of a breach of contract;

k) a dispute resolution mechanism between the Parties (with the assistance of external experts, if necessary) in relation to any disputes concerning Intellectual Creations, Intellectual Property Rights;

l) provisions relating to termination and expiry of the contract.

(3) Where the contract as per paragraphs (1) to (2) of Section 27 is a contract for the acquisition or use of public funding and is concluded in the course of a tender procedure, the

provisions of paragraphs (1) to (2) of Section 27 shall only apply within the limits of the conditions laid down in the tender.

(4) In view of the fact that the contracts provided for in Section 27 (1) to (3) are concluded by the University and that only the University is entitled to transfer applications related to Intellectual Creations or Intellectual Property Rights in respect of Intellectual Creations that have been created at the University based on individual contracts, and to grant a Licence in respect thereof, the University shall ensure that in compliance and consistently with the provisions of Section 20 and 24 of the Policy

a) the Intellectual Creations and Intellectual Property Rights necessary for the performance of its contractual obligations under Sections 27 (1)–(3) are obtained from the Creators (employees, Students and other contributors) participating in the activities on behalf of the University, in accordance with this Policy – in particular Sections 6, 20, 24 and 25(1); and

b) all contracts concluded under Sections 27 (1)–(3) are fully consistent with this Policy and with the contracts concluded with the Creators, including, in particular, the University's acquisition of rights in the Intellectual Creations and the individual remuneration of the Creators.

Section 28: Transfer or licencing of the University's Intellectual Creations or Intellectual Property [Section 26(1)(b)]

Contracts under Section 26(1)(b) must include – mutatis mutandis and having regard to the nature and subject matter of the contractual relationship in question – the following:

a) the designation of the Intellectual Creation or Intellectual Property that is the subject of the contract;

b) in the case of a Licence Agreement, the scope and terms of the Licence granted by the agreement, and in the case of a transfer of rights, the scope and terms of the transferred rights;

c) in the case of a Licence Agreement, the provisions concerning the protection of the Intellectual Creation or Intellectual Property forming the subject matter of the agreement;

d) the clear and precise definition of the contractual terms and conditions for the economically advantageous consideration due to the University, taking into account the following:

da) the fee payable to the University should be proportionate to the proceeds expected from commercial exploitation and must be suitable for appropriately remunerating the Creators contributing on behalf of the University in accordance with this Policy and/or the contracts individually concluded with the Creators;

db) the University should, where possible and justified in the given contractual relationship, seek to generate revenue on an ongoing basis rather than a lump sum;

e) the condition that the University any implied warranty for defects with respect to the feasibility for the intended purpose of the Intellectual Creation or Intellectual Property, as well as of the descriptions containing them, where such purpose is not specified therein, and with respect to the economic feasibility of the Intellectual Creation or Intellectual Property;

f) in the case of a licence agreement, a warranty of title that the University shall take the measures necessary to maintain the Intellectual Property (in particular, that it shall pay the maintenance and renewal fees), and that no third party holds a compulsory licence in respect of the Intellectual Property;

- g) efforts shall be made to exclude, to the fullest extent permitted by law, any legal warranty with regard to the protectability of the Intellectual Creation and the existence of the Intellectual Property, both at the time of concluding the contract and throughout its term; and with regard to the fact that the Intellectual Creation and Intellectual Property do not infringe the rights of third parties;
- h) non-disclosure provisions;
- i) the definition of the rules and legal consequences (in particular: liquidated damages, right of termination/rescission) in case of breach of contract by the external partner;
- j) provisions relating to termination and expiry of the contract.

CHAPTER V: PROVISIONS RELATING TO EXPLOITATION

Section 29: Definition of use and exploitation

(1) In the case of Copyrighted Works, the use of a Copyrighted Work includes in particular: reproduction, distribution, public performance, communication to the public, retransmission to the public, adaptation.

(2) The exploitation of Intellectual Creations capable of obtaining industrial property protection, as well as of protected Intellectual Property Rights, shall include in particular all acts and activities through which the product constituting the subject matter of a patent or other industrial property creation is manufactured, placed on the market, offered for sale, kept in stock for such purposes, or imported into the country, as well as the exploitation of the process; and further, the manufacture, use, placing on the market, offering for sale, keeping in stock for such purposes, or importation into the country of a product directly obtained by a patented process.

Section 30: Methods of utilising the University's Intellectual Creations and Intellectual Property Rights

(1) In respect of the use of the Copyrighted Works to which the University is entitled and the exploitation of any invention, patent, utility model, design right or any other industrial property creation or industrial property right or proprietary information (know-how) protected by industrial property rights or eligible for industrial property protection, the University shall be entitled, in particular, to:

- a) refrain from disclosing the Intellectual Creations or Intellectual Property Right in order to create or maintain an advantageous market position,
- b) grant the right of exploitation, right of use/licence to a third party by concluding a Licence Agreement for consideration, or exceptionally, if an economic advantage for the University can be demonstrated: free of charge (see Section 31 of the Policy);
- c) the transfer for consideration of the industrial property right or the application for such a right, or – where legally permissible – the economic rights under copyright (see Section 31 of the Policy);

d) establishing an exploitation undertaking or acquiring a shareholding in such a company, through the contribution of the Intellectual Creation or Intellectual Property Right as a contribution in kind, or by granting a Licence to, or transferring the Intellectual Creation or Intellectual Property Rights to, the company carrying out the exploitation for consideration (see Section 32 of the Policy);

e) the internal exploitation of the Intellectual Creations, Intellectual Property, in the University's own activities (e.g. production), use and/or application for internal operations.

(2) Upon the proposal of the Intellectual Property Committee, based on the decision of the Rector and the Chief Executive Officer, the University shall decide on the utilisation as per Section 30(1) of this Policy and on the manner of utilisation (use by the University itself or licensing by means of a Licence Agreement, or the establishment of a company for the purpose of utilisation, or transfer of rights, etc.) after evaluating all relevant circumstances, and after careful consideration and preparation, in accordance with the economic justification and within the current legal framework (in particular: civil law, public finance laws, the mandatory rules of the RDI Act) and the University's currently effective asset management guidelines and regulations.

Section 31: Licence Agreements and Transfer of Rights Contracts

Section 26(2) to (3) and Section 28 will be applicable to the Licence Agreements and transfer of rights contracts as per Section 30(1)(b) and (c) above.

Section 32: The undertaking implementing the exploitation

(1) The making available, for the purposes of exploitation, of any Intellectual Creation or Intellectual Property Right falling within the University's entitlement to an external undertaking may be initiated by any person within the scope defined in Section 4(1)(a)–(c). The Intellectual Property Committee shall have exclusive competence to assess the proposal, and shall submit its assessment, together with a statement of reasons, to the Rector and the Chief Executive Officer. The Rector and the Chief Executive Officer shall, taking into account the proposal of the Intellectual Property Committee, decide on the making available to an external undertaking, for the purposes of exploitation, of any Intellectual Creation or Intellectual Property Right to which the University holds rights. The undertaking that implements the exploitation may be

a) an exploitation undertaking established by or operating with the University's participation, or

b) a spin-off company established without the participation of the University.

(2) The typical methods of making available Intellectual Creations and Intellectual Property Rights to which the University holds rights are as follows:

a) for an exploitation undertaking established by or operating with the University's participation,

aa) the University shall make the Intellectual Creation or Intellectual Property Right available to the exploitation undertaking

aaa) as a contribution in kind; in such case, the University shall acquire a membership interest in the exploitation undertaking and shall participate in the revenues derived from the exploitation by the company in accordance with the rules of company law; or

aab) the University shall transfer the application for industrial property protection or the industrial property right, or – where legally permissible – the economic rights under copyright, to the company for consideration.

ab) the University shall provide a contribution in cash to the exploitation undertaking and grants the undertaking a licence to exploit the Intellectual Creations, Intellectual Property Rights in a Licence Agreement. In such case, the University shall acquire a membership interest and shall be entitled to participate in the revenues derived from the exploitation by the undertaking in accordance with company law, as well as to the licence fee specified in the Licence Agreement.

b) The University shall, in the case of a spin-off company established without its participation, grant a licence for the exploitation of the Intellectual Creations and Intellectual Property Rights under a Licence Agreement, or dispose of the transfer of such rights under an agreement for the transfer of economic rights. In such case, the University shall receive a share of the revenues generated by the undertaking's exploitation in the form of a licence fee, or the rights shall be acquired from it in a lump-sum payment.

(3) An employee of the University may, with the prior written consent of the employer, become a member or executive officer of an exploitation undertaking or enter into an additional work-related legal relationship with such an undertaking.

(4) The rules applicable to an exploitation undertaking established by or operated with the participation of the University are as follows:

a) The Rector and the Chief Executive Officer will decide jointly on establishing an exploitation undertaking and the acquisition of a share in it, on the proposal of the Intellectual Property Committee, with the involvement of the University's Maintaining Entity, if necessary. An exploitation undertaking may be established for a fixed or indefinite term in a corporate form in which the University, as a member, has limited liability, and the University may acquire a shareholding only in an exploitation undertaking operating in such a corporate form. An exploitation undertaking, if established for a fixed term, may not be established for a period of less than three years. The University shall endeavour to ensure that its liability does not exceed the amount of its capital contribution, and that its entitlement to dividends is proportionate to the amount of its capital contribution; provided that a deviation from this may be permitted where, in its judgment, the business terms justify such a deviation. The articles of incorporation of the exploitation undertaking may not provide for any additional capital contribution to be made by the University. The University may dispose of its membership interest (shareholding) in the exploitation undertaking (in whole or in part) only following the determination of its value by an auditor or by an expert with expertise in the valuation of commercial companies, and only through a transfer for consideration at a price at least equal to the Market Value (as determined in this manner, hereinafter: the "**Market Value**"); provided that the University's interest in the exploitation undertaking may also be

transferred to a person employed by the exploitation undertaking under an employment relationship or other form of engagement (an “**Employee**”) at a price lower than the Market Value, within the framework of a programme established by the exploitation undertaking aimed at facilitating the acquisition of a stake in the undertaking by its Employees. If the exploitation undertaking establishes or acquires a share in an additional enterprise, it may not further assign (as contribution in kind) the intellectual creation acquired as an in-kind contribution at the time of its establishment.

b) The same conditions shall also prevail *mutatis mutandis* to establishing an additional economic operator or acquiring a share in an economic operator by an exploitation undertaking established by the University, furthermore, to all cases where an economic operator operating with the indirect participation of the exploitation undertaking establishes an economic operator or acquires a share in an economic operator.

c) The University may allow the use of the University’s infrastructure to an exploitation undertaking established by or operating with the participation of the University on the basis of a separate contract, for the purpose of ensuring the fulfilment of the objectives of the exploitation undertaking.

CHAPTER VI: THE KNOWLEDGE TRANSFER CENTRE AND THE INNOVATION BOARD

Section 33: The Knowledge Transfer Centre

(1) The Knowledge Transfer Centre shall carry out the University's tasks related to knowledge transfer, Intellectual Creations and Intellectual Property Rights. According to this Policy, the KTC shall be understood as the organisational unit performing the tasks set out in points a) to l) of the Technology Transfer and Business Development task group as per Section 58(2) of the Organisational and Operational Regulations.

(2) The tasks of the KTC will cover those provided for in the Organisational and Operational Regulations and its own by-laws, and will include, in particular, the following in relation to the management of intellectual property:

a) to act as the University’s point of contact for Intellectual Creations and Intellectual Property Rights;

b) to serve as a general information point for the University’s citizens relating to Intellectual Creations and Intellectual Property Rights and provide business and legal advice and information to the University’s citizens (including all Students, lecturers, researchers and other Creators);

c) to contribute to raising awareness on Intellectual Creations and Intellectual Property and knowledge transfer, including by organising and conducting training programmes;

d) to perform the organisational, coordination, administrative and management tasks related to the exploitation of university Intellectual Creations and Intellectual Property Rights subject to the Policy, and participate in the preparation of decisions related to exploitation; and perform the following activities: facilitating the exploitation process, partner search, technology marketing;

- e) to participate in the preparation of Innovation Board meetings, assist the Innovation Board in its work;
- f) to participate in the evaluation and protection of university Intellectual Creations and Intellectual Property Rights subject to the Policy;
- g) to act as an intermediary between the University, the university citizens (including all Students, instructors, researchers and other Creators) and the business community, helping to establish, develop and maintain these relationships; to organise events, partner meetings, to assess the innovation needs of the business community and to communicate these to Creators; to seek investors;
- h) to search for and identify Intellectual Creations and receive notification forms;
- i) to keep and administer the records relating to Intellectual Creations and Intellectual Property Rights as per Section 35;
- j) to conduct the negotiations on utilisation, prepare and comment the contracts under Chapter IV;
- k) to monitor the exploitation of the licensed Intellectual Creations and Intellectual Property Rights, and participate in the collection of the fees due to the University;
- l) to conduct industrial property rights protection related proceedings.

Section 34: The Innovation Board

- (1) The Innovation Board is the decision-making and proposing body for intellectual creations and intellectual property rights created at the University.
- (2) The Rector is the chairperson of the Innovation Board.
- (3) The Innovation Board is composed of two organisational units, the Strategic Decision-making Committee, which is the main organisational unit, and the Intellectual Property Committee, which deals with individual intellectual property cases.
- (4) The rules of procedure of the Innovation Board are set out in its rules of procedure, within the framework of the Organisational By-laws and this Policy. The Innovation Board adopts its own rules of procedure.
- (5) The Strategic Decision-making Committee, acting in its capacity as a proposing body, acts in particular on the following matters,
 - a) making proposals on the decision-making processes relating to Intellectual Creations affecting the University, either on its own initiative or following a request from a department that is about to take a decision concerning an Intellectual Creations;
 - b) giving opinions on intellectual property management and innovation matters related to the exploitation of intellectual property;
 - c) monitoring the University's innovation and technology transfer processes;
 - d) advising on strategic issues by preparing annual intellectual property and innovation strategies for the exploitation of intellectual property rights in terms of the activities carried out at the University;
 - e) preparing an annual report on the intellectual creations created at the University in the given year, on the way they have been managed and on the innovation processes related to their exploitation.

(6) The members of the Strategic Decision-making Committee are

- a) the Rector or the Vice-Rector appointed by the Rector;
- b) the Head of the School of Future Studies or a person designated by him/her;
- c) the Vice-Rector for Excellence or the lecturer or researcher holding an academic degree designated by him/her;
- d) the Director of Technology Transfer and Business Development or the person designated by him/her;
- e) the Director of Tendering or the person designated by him/her;
- f) the Senior Legal Adviser;
- g) the lead IP strategist.

(7) The Intellectual Property Committee, acting in its decision-making capacity, acts in particular in the following matters,

- a) deciding on the University's admission or rejection of Intellectual Creations;
- b) deciding on matters related to publications and the disclosure related issues of publications;
- c) deciding on the proposed protection forms of Intellectual Property Rights, in particular industrial property rights.

(8) The members of the Intellectual Property Committee are

- a) the Director of Tendering;
- b) the Director of Technology Transfer and Business Development;
- c) the Senior Legal Adviser; and
- d) the lead IP strategist.

(9) The secretary and the decision-preparatory tasks of the Innovation Board are carried out by the Knowledge Transfer Centre.

(10) Both organisational units of the Innovation Board shall meet and take decisions as necessary. The Innovation Board takes its decisions by a simple majority, by written vote at a meeting or without a meeting. The Innovation Board may hold its meetings by video conference, and written votes can also be cast by e-mail. In preparing decisions, members may involve senior University staff (e.g. heads of departments, and may invite external industry/professional actors) on a case-by-case basis, in an advisory capacity.

(11) The Strategic Decision-making Committee shall hold at least one ordinary meeting per year.

(12) Each year, by no later than 31 January of the year following the year in review, the Strategic Decision-making Committee of the Innovation Board shall provide the Chair of the Board of Trustees and the Board of Trustees of the Foundation for the Moholy-Nagy University of Art and Design with a written strategic executive summary of the management of Intellectual Creations and Intellectual Property Rights within the meaning of this Policy, with the following content:

- a) the promotion, protection, and exploitation, furthermore, the achievement of the set of objectives of this Policy, the identification of trends and specificities;
- b) an itemised, structured overview and evaluation of intellectual property assets generated at the University during the year under review and of their exploitation;

c) an analysis of the effectiveness of the rules and institutional units responsible for IP management, including possible planned changes.

(13) The Knowledge Transfer Centre shall be obliged to do the following for the preparation of the strategic executive summary as per Section 34(12):

- a) provide all information and analysis requested by the Innovation Board, continuously during the year under review, but by no later than 10 January of the year following the year under review;
- b) support the Innovation Board in any other way in the preparation of the strategic executive summary.

CHAPTER VII: REGISTRATION AND VALUATION OF INTELLECTUAL CREATIONS, INTELLECTUAL PROPERTY RIGHTS

Section 35: The Student and University Intellectual Property Register

(1) The KTC shall keep two types of registers in relation to Intellectual Creations and Intellectual Property Rights subject to this Policy:

- a) works and creations created in connection with the Students' academic obligations, including the keeping of records on Intellectual Creations under Section 5 hereunder;
- b) the register of Intellectual Creations and Intellectual Property Rights belonging to the University.

(2) The student register as per Section 35(1)a) shall contain the following:

- a) the University's unique case identification number;
- b) the title of the creation, work, Intellectual Creations, Intellectual Property, the names and addresses of its creators, the shares of the creators, if there are several creators, their contact details and the name of the organisational unit, as well as the information contained in Annex 1 to this Policy and the completed notification forms or, in the case of electronic notification, the information extracted from the electronic notification;
- c) the date when the notification related to the Intellectual Creations or Intellectual Property was sent to the University in accordance with Section 10 of the Policy;
- d) if available, images and videos as per Section 11 of the Policy.

(3) The university register as per Section 35(1)b) will contain the following, as appropriate and mutatis mutandis:

- a) the University's unique case identification number;
- b) the name of the Intellectual Creation, Intellectual Property, the title of the work in the case of copyright protection, the title of the application or protection in the case of industrial property protection, the title of the solution, in the case of proprietary information, its summary title, the form of protection, the names and addresses of its creators, in the case of several creators, the proportions of creators, their contact details and the name of the organisational unit, as well as whether the Intellectual Creation was created in the form of a job responsibility or whether it is a Duty-bound Industrial Property Creation or an Employee's Industrial Property Creation;

- c) the dates and deadlines relating to the Intellectual Creation, Intellectual Property (in particular: date of transfer, date of disclosure, date of decision, date of notification, date of protection, date of payment of maintenance fee, date of expiry of protection/opportunity for renewal);
- d) documents relating to the procedure for obtaining protection and to the protection itself (in particular: public authority and court decisions), as well as relevant rights and facts;
- e) contracts (e.g. exploitation contracts) and other documentation (including in particular the notification forms set out in Annexes 2 to 3 to the Policy) concerning the Intellectual Creation, Intellectual Property and the data contained therein;
- f) remuneration and financial documents relating to the Intellectual Creation, Intellectual Property;
- g) data on the publications related to the Intellectual Creation and Intellectual Property, suitable for identification.

Section 36: Valuation of Intellectual Creations, Intellectual Property Rights

(1) The University will – in accordance with accounting legislation – provide for, in an appropriate form and in sufficient detail, the valuation of Intellectual Creations created and of Intellectual Property as intangible assets (including the recognition of expenses used to create the Intellectual Creations), and for keeping records on the same in its accounts, and for the recognition of expenses used to create the Intellectual Creations.

(2) The Knowledge Transfer Centre – with the involvement of the Strategic Decision-making Committee and the University’s Directorate of Finance, where necessary – will value the Intellectual Creations and Intellectual Property Rights using qualitative methods, including in particular:

- a) the professional, technological aspects related to the Intellectual Creations, the technological “maturity” of the creation, its advantages relative to the state of the art;
- b) the forms, routes, territorial extensions, expected costs and return on investment of obtaining industrial property rights protection;
- c) the need to engage a representative (patent agent or lawyer);
- d) the market aspects related to the Intellectual Creation, marketability, analysis of competitors, opportunities and conditions for exploitation and business development;
- e) the rights of third parties;
- f) the financial aspects related to the Intellectual Creation; the professional and financial contributions of the creators and the University; expected results;
- g) possibilities for further development, their costs and return on investment.

An external valuation expert should be engaged in the case of exploitation actions – and in accordance with accounting standards – for which it is required or justified to determine the market value.

CHAPTER VIII: BASIC RULES FOR THE USE OF THE UNIVERSITY'S VISUAL IDENTITY ELEMENTS

Section 37: Basic rules for the use of the visual identity elements

(1) The University's registered trademarks, as well as the images, names and designations included in its Visual Identity Guidelines that are not registered as trademarks, together with the official name of the University and any designations confusingly similar thereto, may be used for commercial or communication purposes only with the prior written consent of the University, and on the basis of a written agreement. No specific written permission is required if the use of the name is required by this Policy as mandatory, and the manner of use is in full compliance with this Policy.

(2) In the written agreement mentioned in Subsection (1) above, it will be necessary to specify in particular the scope, manner, extent, duration of and consideration for the usage, furthermore, the legal sanctions related to any breach of the rules applicable to use, and the rules applicable to the termination of the contract. The use permit may only be non-exclusive and non-transferable.

(3) The name referred to in Subsection (1) above may not be used by University instructors, researchers and their groups, as well as in the context of statements, expert statements and other works subject to copyright protection nor in respect of such, as if the respective statement or Copyrighted Work were the official position or opinion of the University, except in the case where the University has given its prior written consent thereto.

CHAPTER IX: CONSEQUENCES OF BREACHING THE POLICY, LEGAL REMEDIES

Section 38: Legal sanctions

(1) If persons falling within the personal scope of this Policy fail to report, offer, or transfer their Intellectual Creations falling within the material scope of this Policy to the University within the prescribed time limits, or otherwise breach any provision of this Policy, they shall be liable – in particular, for damages and disciplinary measures – under the law applicable to the relevant legal relationship, their employment contract or other contract, and/or the applicable Employment Requirement System, as well as under their employment or other contractual arrangements.

(2) Any act shall also be considered a breach of this Policy which involves the unauthorised disclosure or publication of confidential or secret information relating to an Intellectual Creation or Intellectual Property Right falling within the University's sphere of entitlement, or which makes such information accessible to unauthorised persons, including premature publication or disclosure that adversely affects the protection or exploitation of the Intellectual Creation.

- (3) In addition to the foregoing, the University may require that the Creator who fails to disclose/report or otherwise violates the Policy
- a) assign all of their rights in the Intellectual Creation to the University for no consideration, provided that the economic rights in the Intellectual Creation would otherwise vest in the University and the University may require the signature of all relevant documents; and
 - b) promptly pay to the University that portion of its taxable profits from any exploitation of the Intellectual Creation up to the date of the claim in excess of the remuneration due to the Creator under this Policy.

Section 39: Legal Remedies

- (1) If a person subject to the personal scope of this Policy considers any decision or resolution of the University concerning them to be prejudicial in a proceeding under this Policy, they may request the Rector to carry out a review of such decision or resolution, within fifteen (15) days of learning about the same, in writing and stating detailed reasons thereof. The Rector will investigate the request and either initiate a new procedure or reject the request.
- (2) In addition to and notwithstanding Subsection (1) above, the applicable statutory provisions shall prevail to disputes relating to this Policy and its implementation. The parties may resort to the courts to decide and resolve any disputed matters arising between the University and the Creators in connection with the Intellectual Creations.

CHAPTER X: CLOSING PROVISIONS

Section 40: Entry into force

- (1) This Policy shall enter into force on 17 December 2024, with the proviso that
- a) the Policy shall also apply to pending cases and activities;
 - b) in relation to Intellectual Creations created, disclosed or reported prior to the date of entry into force of the Policy, the provisions in force on the date of creation, disclosure or reporting shall apply.
- (2) All new Students admitted to the University shall be required to accept the Policy by an express declaration at the time of admission. This declaration is set out in Annex 4 to the Policy.
- (3) Students who had a student status already before the entry into force of this Policy shall be subject to the Intellectual Property Management Policy of the Moholy-Nagy University of Art and Design Budapest adopted on 23 March 2023.
- (4) Fee agreements concluded between the University and the Creators of Intellectual Creations prior to the entry into force of the Policy, as well as Licence, rights transfer, contracting/engagement and other agreements already concluded by the University, will be governed by the provisions in force at the respective time of conclusion.

(5) Upon the entry into force of this Policy, the Intellectual Property Management Policy of the Moholy-Nagy University of Art and Design Budapest adopted on 23 March 2023 shall be repealed.

Section 41: Availability and contract templates

(1) This Policy is available electronically on the following website:
<https://mome.hu/en/keresheto-szabalyzatok>

(2) In seeking to ensure that the basic provisions of this Policy are made as widely and as clearly known as possible to the persons subject to this Policy, the University will use various types of text based and visual means of communication.

Budapest, 16 December 2024

Pál Koós

Rector

Réka Matheidesz

CEO

Annex 1: Student Work Notification Form

I/we, the undersigned have created the following work as part of my/our obligations derived from my/our student status.

1. Title of the creation or work:

2. Type of the creation, work²

- Animation
- Theory
- Jewellery design
- Architecture
- Design
- Photography
- Media design
- Ceramic design
- Object creation
- Graphic design
- Fashion and textile design
- Other:

3. Details of the creator(s):

Name(s):

Neptun code(s):

For more than one creator, each creator's shares will be:

Please indicate if there is any person among the creators who is not a student of the University:

4. Name of organisation unit:

5. Name of the teacher(s):

6. Do you intend to file for industrial property protection, and if so, which one:³

- a) Invention
- b) Utility model
- c) Registered design

² Underline as appropriate

³ Underline as appropriate

7. Do you wish to keep your creation/work secret?

8. In the case of a paper, essay, exam work, diploma work, master's work, thesis or dissertation required or necessary for completing a course of study or an examination, or for completing a course of study or obtaining a degree:

whether its confidential treatment is warranted on account of its eligibility for industrial property protection and/or maintaining its secrecy⁴

a) Yes

b) No

I, the undersigned, declare that the information provided in this form is correct and that I will immediately notify the relevant department of Moholy-Nagy University of Art and Design of any changes.

Budapest, (day) (month) (year)

signature of notifier(s)

Attachments:

- pictures or videos of the creation/work, or its details

⁴ Underline as appropriate

Annex 2: Notification form for declaring a copyrighted work created under employment

I/we, the undersigned author(s) hereby declare that I/we have created the following copyrighted work in the context of my/our obligations arising from my/our legal relationship with Moholy-Nagy University of Art and Design.

1. Title of the copyrighted work:

2. Type of the copyrighted work (underline as appropriate):

- educational or scientific or other literature (e.g. coursebooks, teaching aids, individual textbook chapters, journalistic material)
- works of applied arts and their designs
- industrial design artwork
- drawing, painting, sculpture, engraving, stone printing or other similar creation and its design
- costumes, sets and their design
- photographic artwork
- cinematographic and other audio-visual works
- software, program
- design for architectural works, building complexes, urban planning ensembles and technical facilities
- databases qualifying as collective work
- public speaking
- subject matter of related rights, indicating its type (e.g. database)
- other:

3. Data of the author(s):

Name(s):

Contact details, address, phone, email:

In the case of co-authors, the person acting as representative:

If the co-authors include a person who is not employed by the University, please specify:

4. Does the copyrighted work include a result that can be protected or exploited as an industrial property right? (If yes, please fill in the Intellectual Creation Notification Form.)

5. Describe the inputs that went into the creation of the copyrighted work.

I, the undersigned, declare that the information provided in this form is correct and that I will immediately notify the relevant department of Moholy-Nagy University of Art and Design of any changes.

Budapest, (day) (month) (year)

signature of notifier(s)

Attachment:

a detailed description of the work, enclosed in a sealed envelope

Annex 3: Notification form for intellectual creation or proprietary information (know-how) suitable for industrial property protection, on the basis of employment

I/we, the undersigned creator(s) declare that as a result of my/our work at the Moholy-Nagy University of Art and Design, I/we have created the following work.

1. Title and brief description of the work (without confidential information):

The proposed form of protection (e.g. patent, utility model, registered design, know-how, etc.) to protect the above creation:

2. Is it justified to file a protection application in another country? If so, in which countries?

3. Please indicate the type of the work by underlining as appropriate:

- Duty-bound Industrial Property Creation (invention, utility model, registered design)
- Employee's Industrial Property Creation (invention, utility model, registered design)
- Proprietary information (know-how)

4. Please provide the keywords related to the work.

5. Please list the researchers who, as far as you know, are working on developing solutions in subject matter of the solution.

6. Describe the literature research you have carried out, and provide the nearest literature references found.

7. Describe how the developed solution differs from currently known solutions: what is the innovation or novelty of the solution; what insight led to developing the creation; what was the objective that the developers intended to achieve?

8. Please list the companies and firms that, as far as you know, are involved in the development or use of technologies and solutions that fall within the scope of the work.

9. Describe your ideas on the market exploitation of the invention and its fields of application.

10. Details of the inventor(s)/developer(s):

- a) Name/Names:
- b) Share of the individual inventors/creators / Ratio of contribution:
- c) Organisational position(s):..... unit(s),
- d) Contact details, phone, e-mail:
- e) The representative of the creators (in case of multiple creators):

Please indicate if the creators include any person who is not employed by the University:

11. Was an employee of another university, institution or business organisation involved in the creation of the intellectual creation? Was any material or equipment from an outside person/organisation used in the creation of the intellectual creation?

12. Describe the inputs that went into creating the intellectual creation.

13. What data and information about the intellectual creation have been made public by the creator up to the date of the notification?

14. Do you plan to present or publish the work in the future? If so, how and when?

15. Are there any contracts or other obligations that may affect the intellectual property rights? If so, please describe.

16. Have you received any inquiries, offers or market interest in the exploitation of the intellectual creation? If so, what was the essence of the request?

I, the undersigned, declare that the information provided in this form is correct and that I will immediately notify the relevant department of Moholy-Nagy University of Art and Design of any changes.

I will provide the Knowledge Transfer Centre (KTC) with the documents supporting the factual accuracy of the information provided. I acknowledge that the documents provided may be accessed by members of the KTC.

I commit to playing an active role in understanding and exploring the technical aspects of the notified intellectual creation, both in discussions with the KTC and with the patent administrator or lawyer.

I/we declare that I am/we are the sole inventor(s) or creator(s) of the invention or other industrial property creation, and that I/we have not knowingly excluded any person from the circle of creators who has made a substantial contribution to developing the invention.

I will not provide third parties with any information about the work or solution.

Budapest, (day) (month) (year)

.....
signature of notifier(s)

Moholy-Nagy University of Art and Design commits to keeping the above information confidential.

Attachment:

- a detailed description of the work, enclosed in a sealed envelope;
- if there is any obligation that may affect the rights linked to the intellectual creation, a copy of the underlying document (e.g. research contract, grant agreement, etc.).

Annex 4: Student Declaration



Intellectual Property Declaration

I, the undersigned _____ (place and date of birth: _____, mother's name: _____, Neptun code: _____),

hereby declare

that, as a student, during my relationship with the Moholy-Nagy University of Art and Design Budapest, I agree that I will endeavour to create an individual, original character in all works created at the University or other works created in connection with my any other student status. I am aware of my legal responsibility and will make all efforts to avoid plagiarism and the unauthorised use of other works. If my studies or the creation of works related to my studies require the use of work of others, I will obtain the appropriate permissions and indicate the names of the authors.

For works created in connection with my studies, I undertake to acknowledge the names of the supporting teachers and the University as follows:

“This work was created by [name of Student] at the Moholy-Nagy University of Art and Design (MOME) with the assistance of [name of teachers] in the year [.....].”

The indication of names and other intellectual property rights related issues shall be governed by the University's Intellectual Property Management Policy (hereinafter: the “IP Policy”), which I hereby accept and agree to be bound by. It is my own responsibility to read and apply the full text of the IP Policy.⁵

I understand that the University will do its utmost to give me the fullest room for development and to provide me with assignments, also during my student status, and it is therefore in my own interest and responsibility to report my works to the IP Point⁶ via ippont@mome.hu on a regular basis.

Place and date: Budapest, 20...

Student's signature

⁵ The IP Policy is available on the University's website via the following link: <https://mome.hu/hu/keresheto-szabalyzatok>

⁶ The IP Point also offers free intellectual property advice service for students.