

# **REGULATION ON THE PROTECTION AND PROMOTION OF THE INDUSTRIAL PROPERTY OF SCUOLA SUPERIORE SANT'ANNA, SCUOLA NORMALE SUPERIORE, SCUOLA IMT ALTI STUDI LUCCA, AND SCUOLA UNIVERSITARIA SUPERIORE IUSS DI PAVIA**

*Issued with Rector's Decree no. 445 of 26 July 2017*

*Amended by Rector's Decree. no. 849 of 19 December 2024*

## **CHAPTER I - GENERAL SECTION**

### **Article 1**

#### **Scope**

In compliance with the Codice della Proprietà Industriale (Italian Industrial Property Code) approved by Legislative Decree no. 30 of 10 February 2005, as amended, this Regulation (the “Regulation”) governs the protection and promotion of the industrial property of Scuola Superiore Sant’Anna, Scuola Normale Superiore, Scuola IMT Alti Studi Lucca, and Scuola Universitaria Superiore IUSS di Pavia (hereinafter individually referred to as the “**School**” and collectively the “**Schools**”).

### **Article 2**

#### **Definitions**

1. The following terms used in this Regulation shall have the meaning given to them below:
  - a) “**Invention**” means the inventions, utility models, trademarks, and other distinctive signs, geographical indications, designations of origin, industrial design, topographies of semiconductor products, new plant varieties and trade secrets, as identified in the applicable national and Community legislation on industrial property, obtained in the context of:
    - Institutional Research: research supported and funded from the School’s own funds, including resources from the Fondo di Finanziamento Ordinario (Ordinary Financing Fund);
    - Funded Research: research supported and funded, in whole or in part, by external entities for the institutional purposes of the School or to conduct research on behalf of third parties.
  - b) “**IP Rights**” means rights to Inventions, as recognized or conferred by applicable national, Community and international legislation on Industrial Property (IP).
  - c) “**Inventor**” means the individual who conceived the Invention during the execution or in fulfilment of a contract or during an employment relationship, including fixed-term contracts, with the School or who carries out research on behalf of the School in any capacity. The Inventor category also includes PhD students and the students who have conceived an Invention in the context and as a result of training and research that was part of their training curriculum or otherwise conducted at the School, on behalf of the School, or using spaces, resources and tools provided by the School.

- d) **“Commission”** means the Joint Commission for Technology Transfer established by Scuola Superiore Sant'Anna, Scuola Normale Superiore, Scuola IMT Alti Studi Lucca, and Scuola Universitaria Superiore IUSS di Pavia.
- e) **“JoTTO”** means the Joint Technology Transfer Office of the Schools.
- f) **“TTO”** means the Technology Transfer Office of each individual School that approved this Regulation.
- g) **“CPI”** means the Codice della Proprietà Industriale (Industrial Property Code) approved with Legislative Decree no. 30 of 10 February 2005, as amended.
- h) **“Invention Disclosure Report”** means a notice containing a proposal to ask for the protection of an Invention, that is provided by the Inventor using the forms made available by each School for this purpose, accompanied by the relevant documentation required to enable the Commission to express an opinion on whether or not the Invention should be protected with IP Rights.
- i) **“School’s IP Guidelines”** means the measures adopted by each School to define the internal methods and procedures for the protection, management, and promotion of the IP generated by the respective Inventor(s).
- j) **“MIMIT-MUR Guidelines”** means the Interministerial Decree of 26 September 2023 on the adoption of the guidelines referred to in Article 65(5) of the Codice della Proprietà Industriale (Industrial Property Code).

### **Article 3**

#### **Competent bodies and structures**

1. In addition to the Inventor, the actions aimed at protecting, managing, and promoting IP Rights within each School also involve the governing bodies, the Commission and the TTO - each within its respective scope and as defined in the Guidelines adopted by each School.
2. In detail, the Commission shall address the requests for protection and determine whether an Invention should be protected with IP Rights on behalf of the School or if there is no interest in taking any further action.
3. The Commission shall also determine whether the protection of an Invention with IP Rights should be extended or not, when the TTO so requests.
4. The Commission shall also express an opinion on the promotion and economic exploitation of the IP Rights owned by the School and the resulting agreements that will be approved by the governing body of each School, following an investigation conducted with the support of the TTO.

### **Article 4**

#### **Rights and obligations of the Inventor**

1. The Inventor who develops research results that could be protected with IP Rights is required to contact the TTO of the relevant School in a timely manner and submit an Invention Disclosure Report, while maintaining the confidentiality of the Invention(s) and, more generally, of the results of the research conducted at the School. Should the TTO request additional documentation in support of the process, the Inventor is required to cooperate to submit a complete and exhaustive Invention Disclosure Report.

2. The Inventor shall have the right to be recognized as the author of the Invention, as well as receive a share in the proceeds in the measure that will be determined by means of a resolution of the governing body of the Inventor's School.
3. It is expressly forbidden for Inventors to seek protection for their Inventions by themselves to obtain IP Rights, with the sole exception of the case referred to in Article 6(2) of this Regulation.
4. The Inventor shall provide technical and scientific support to the TTO for any need, both during the IP protection and management procedure on behalf of the School, and as well as for technology transfer activities and for maintaining IP Rights.

### **Article 5**

#### **Confidentiality requirement**

1. To ensure the protection of IP Rights, anybody who - under any circumstance - becomes aware of technical information, data, designs, drawings, prototypes or any other type of confidential information owned by the School is required to comply with secrecy obligations and, where no clause to this purpose is included in the respective contracts, to sign special confidentiality agreements.
2. Similarly, the other parties involved, such as the TTO and the members of the Commission, are required to maintain the utmost confidentiality to protect the IP Rights associated with research results.

### **Article 6**

#### **Ownership of Inventions**

1. Pursuant to Article 65 of the CPI, the owner of the Inventions will be the School of the Inventor, without prejudice to the right of the Inventor to be recognized as author.
2. If the School fails to pursue the protection of the Invention through IP Rights or notify the Inventor of its lack of interest in seeking such protection pursuant to Article 8(3) below, the Inventor will be entitled to proceed in their own name.
3. The IP Rights arising from Inventions resulting from research activities funded, in whole or in part, by other entities shall be governed by agreements that will be made between the School and the funding party, based on the MIMIT-MUR Guidelines and in compliance with the specific School's IP Guidelines.

## **CHAPTER II - PROCEDURES**

### **Article 7**

#### **Invention Disclosure Report**

1. The Inventor shall submit to the School's TTO, in the manner and within the timeframe set forth in the School's IP Guidelines, the Invention Disclosure Report containing the proposed protection strategy and a description of the Invention, complete with all information required by the forms provided by the TTO.
2. The TTO shall conduct a preliminary review of the Invention Disclosure Report submitted by the Inventor pursuant to the previous clause, in order to assess the existence of the requirements for patentability or other forms of protection through IP Rights and shall prepare the dossier to be submitted to the Commission.

## **Article 8**

### **Review of the Invention Disclosure Report by the Commission**

1. The Commission will review the Invention Disclosure Report as soon as possible or, in the event that there are justified grounds for urgent action, through asynchronous electronic consultation.
2. The Commission – also with the help of external experts, where appropriate – shall analyse the Invention Disclosure Report in detail in order to:
  - a) Ascertain, by means of an investigation conducted by the TTO, whether the Invention meets the requirements for patentability or other IP Rights protection laid down in the CPI;
  - b) Carry out a cost analysis to determine the economic resources needed for IP Rights protection;
  - c) Assess the potential industrial use of the Invention;
  - d) Analyse the legal aspects related to the ownership and exploitation of IP Rights to the Invention.
3. Based on the analysis referred to in point 2, the Commission shall express its opinion as to whether or not to protect the Invention with IP Rights in the interest of the Inventor's School.
  - a) If the opinion is favourable, the TTO shall notify the Inventor of the receipt of the Invention Disclosure Report and of the positive outcome of the Commission's assessment. From the date of submission of said notification from the TTO to the Inventor, a term of 6 (six) months shall elapse during which the School must initiate IP Rights protection for the Invention in compliance with internal procedures.
  - b) If the opinion is unfavourable, the TTO shall notify the Inventor of the receipt of the Invention Disclosure Report, the negative outcome of the Commission's assessment, and the lack of an interest in initiating the IP Rights protection process on behalf of the School. Following this notification, the Inventor will be free to submit an Invention Disclosure Report in their own name by paying their own costs. In such a case, the School will still be entitled to use the Invention for teaching and research purposes.
  - c) Should further investigations be required, the Commission will pass a resolution to instruct the TTO to notify the Inventor of the receipt of the Invention Disclosure Report and of the need for an extension of 3 (three) months pursuant to Article 65(3) of the CPI, and ask the Inventor to provide additional information necessary for the assessment within the time limit indicated in the resolution, while maintaining the secrecy of the Invention. Upon receipt of the additional information requested, the TTO shall re-submit the Invention Disclosure Report to the Commission, which will pass a resolution to allow the submission within the 3 (three) month extension period.

Where applicable, the Commission shall forward its opinion to the governing body of the School, so that the School may make a decision as to whether or not to go ahead with the registration of the patent.

## **Article 9**

### **Management of IP Rights**

1. The regulation concerning international extensions and the subsequent maintenance or abandonment of IP Rights is delegated to the autonomy of each School, based on available funding and prospects for exploitation, in accordance with the procedures set out in the School's IP Guidelines.
2. The allocation of the expenses required for the protection and management of the Invention with IP Rights to both project funds and ordinary funding is regulated by a specific resolution adopted by each School.

## **CHAPTER III - EXPLOITATION**

### **Article 10**

#### **Economic exploitation of IP Rights**

1. The Commission, the TTO and the Inventor shall make every effort to undertake all appropriate initiative to exploit the School's IP Rights, including through appropriate agreements, both in the form of use licenses and by transferring said rights.
2. In order to make the most of the School's IP Rights, the Commission, the TTO and the Inventor shall undertake to identify public or private entities, companies, etc. who may be potentially interested in the exploitation of the rights.

### **Article 11**

#### **Rules for the allocation of profits from exploitation**

The profits resulting from the economic exploitation of IP Rights to the Invention shall be allocated between the School and the respective Inventors, to the extent and in the terms agreed by the competent governing bodies of each School, after deducting the related operating costs.

## **CHAPTER IV - FINAL PROVISIONS**

### **Article 12**

#### **Entry into force, amendments and additions to the Regulation and applicable law**

1. This Regulation and its subsequent amendments and additions shall enter into force on the day following their adoption.
2. This Regulation may be approved and revised by the competent governing bodies of Scuola Superiore Sant'Anna, Scuola Normale Superiore, Scuola IMT Alti Studi Lucca and Scuola Universitaria Superiore IUSS di Pavia, in accordance with their respective Statute and internal regulations.
3. Each School shall autonomously pass resolution, through its competent bodies, on any addition to be made to this Regulation regarding issues that have not been covered in this Regulation.
4. It is understood that anything not expressly provided for in this Regulation or in the relevant resolutions shall be regulated by the CPI and the other applicable legal provisions, particularly the MUR-MIMIT Guidelines, Policies and School's IP Guidelines, as well as specific rules set forth in special agreements signed by each School with third parties.