



**CYPRUS UNIVERSITY OF TECHNOLOGY**

# Policy of the Cyprus University of Technology on the Ownership, Transfer and Commercial Exploitation of Intellectual Property

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## 1. General Policies

### 1.1 Introduction

The Cyprus University of Technology (CUT) acknowledges the need for an Intellectual Property Rights policy, which will promote the reputation of CUT as a socially relevant, leading research and teaching organisation and will directly contribute to the financial position of the CUT, if its commercial value is realised.

The policy will be based on the principles that will govern the ownership rights emanating from research of and/or materials produced by the staff members of CUT and/or sponsored students, and to establish objectively fair and equitable criteria for the transfer of knowledge. The CUT thus aims to provide support services to promote the creation of Intellectual Property (IP) whilst seeking to maximise the commercial exploitation of the resulting Intellectual Property Rights (IPR).

CUT acknowledges that registration and commercial exploitation of IP is often a long and costly process that is justified once it is ascertained that there exists a business case for such registration and exploitation. In practice, only a small number of works can be commercially exploited in a viable manner, depending on the nature and marketability of the work in question.

All ideas, which can potentially be developed as IP or have commercial potential, and have been initially invented wholly or partly by members of the University Community, in the framework of their responsibilities, through CUT resources being used or through more than incidental use of CUT resources, should be reported promptly to CUT. Title deeds to such inventions should be disclosed to CUT, regardless of the source of funding.

### 1.2 Definitions

For the purposes of this Policy:

**Creator:** Shall mean any member of the CUT community who invents, devises, designs, develops, breeds, works out, discovers, conceives, performs, produces, translates or expresses and contributes in any way to the creation of IP.

**Disclosable Work:** Shall mean such work that is a result of the Creator's efforts and is characterised by the IP rights it generates.

**Institutional Work:** Shall be work that is created under the auspices of CUT, its employees or contractors, which is considered to be CUT'S effort and not a personal one. Projects that are commissioned by CUT to non-employees for their preparation, such as academic publishing, architectural plans, engineering studies and consultants' reports are considered to be Institutional Works. In order to fully protect its rights, the Policy of CUT is to require a written agreement, whenever CUT has an interest in owning a commissioned work.

**Intellectual Property (IP):** Shall mean, but shall not be limited to, patents, registered designs, trade marks and service marks (whether registered or otherwise), copyright, moral rights, database rights, design rights, confidential information, trade secrets and know how, plant varieties, topographies and other intellectual property rights, including those rights subsisting (in any part of the world) in inventions, drawings, performances, software, improvements, discussions, business names, goodwill and the style of presentation of goods or services and in any application or right to apply for the protection thereof, throughout the world.

**Intellectual Property Policy (Policy):** Shall be the name of this document which outlines the regulations of CUT in regard to disclosure and exploitation of IP.

**INTENT:** Shall mean the Innovation and Technology Transfer Organisation of the Cyprus University of Technology.

**Licence:** Shall be the right (exclusive or not exclusive) the University grants to a person, whether legal or natural, after an agreement with INTENT and the University to use the IP of the University for further research and development for the purpose of commercial benefit/exploitation.

**Licensee:** Shall be the person, whether legal or natural, who comes into an agreement with INTENT and the University to obtain a licence to use the University's IP.

**National Innovation and Technology Transfer Office or National TTO:** Shall mean the National Innovation and Technology Transfer Office that the Republic of Cyprus will establish at the National level.

**Organisation:** Shall be the Cyprus University of Technology, which is also referred to as CUT and/or as University.

**Person:** Shall mean any person, whether natural or legal.

**Significant use of University Resources:** Shall mean any substantial use of University laboratories, equipment, funds, personnel, or facilities, except those resources being generally available to all professors and staff, such as the use of libraries and offices. Questions about whether someone has made significant use of University resources will be resolved by the University Council after considering the recommendation of INTENT. Use of University Resources will usually be considered to be substantial if they were important in the creation of the IP.

**University Community:** Shall mean people who are associated with the CUT, be they employees in any way, each and every member of the teaching and research staff, administrative and technical staff, students, researchers, contractors, visitors and any others who make use of University resources.

### 1.3 Application

INTENT is responsible for the management and implementation of the Policy, which among other things contains the protection, ownership, transfer and commercial exploitation of IP. Issues not expressly mentioned herein will be referred to INTENT for evaluation. Policies on consulting services and conflict of interest and commitment are directly related to this Policy and should be read and understood in conjunction with it.

### 1.4 Ownership

#### 1.4.1 Who is covered by this Policy

(1) The University has ownership of all IP specified in section 1.6 of this Policy which is invented, devised, designed, developed, bred, worked out, discovered, conceived, performed, produced, translated and/or expressed:

- (a) by any Person employed by the University, in the course of his or her employment;
- (b) by a CUT student in the course of or incidentally to his or her studies, where the IP has been created with Significant Use of University Resources;
- (c) by any other Person engaged in study or research in the University who, as a condition of their being granted access to the University's premises or facilities, have agreed in writing that this part shall apply to them;
- (d) by any Person engaged by the University under contracts for services during the course of or incidentally to that engagement, and/or
- (e) by any Person representing and/or belonging to the University Community and/or by any person and/or entity INTENT has taken a decision that CUT is entitled to have ownership.

(2) The University's rights under sub-section (1) above in relation to any IP may be waived or modified by agreement in writing with the Person concerned. It is understood and generally accepted that this is at the sole discretion of CUT.

#### 1.4.2 What is covered

The IP of which ownership is claimed under section 1.4.1 of this Policy comprises, but is not limited to:

- 1) works generated by computer hardware or software owned or operated by the University;
- 2) works created with the aid of University facilities including (by way of example only) films, videos, photographs, multimedia works, typographic arrangements, and field and laboratory notebooks;
- 3) patentable and non-patentable inventions;
- 4) trade marks and service marks;
- 5) registered and unregistered designs, plant varieties, and topographies;
- 6) University-commissioned works not within (1), (2), (3), (4) or (5);

- 7) databases, computer software, firmware, courseware, and related material not within (1), (2), (3), (4), (5) or (6), but only if they may reasonably be considered to possess commercial potential; and
- 8) know-how and information associated with the above.

### 1.4.3 What is covered

- 1) The IP of which ownership is not claimed under section 1.4.1 of this Policy comprises IPRs that arise from the activities of any Person mentioned in section 1.4.1(a)-(e) of this Policy, which exist without the need for any formal application, belong to the Person who creates the result, subject to any third party rights which he or she may have previously agreed. This applies more specifically to copyright and moral rights in literary, dramatic, musical and artistic works and performers' rights. These works consist of:
  - a) Artistic works;
  - b) Text and artwork for publication in books;
  - c) Articles written for publication in journals;
  - d) Papers to be presented at conferences;
  - e) Theses and dissertations;
  - f) Oral presentations at conferences;
  - g) Posters for presentation at conferences; and
  - h) Musical scores.

The University reserves the non-exclusive right to use for teaching and research purposes free of charge any and all works which do not fall under section 1.4.2 of this Policy.

- 2) Notwithstanding the above, for the avoidance of doubt, the University shall own copyright, database rights, and other unregistered rights arising from the activities of Persons mentioned in sections 1.4.1(a)-(e) of this Policy in:
  - a) subject matter created for the administrative or managerial purposes of the University, including advice to students;
  - b) subject matter such as examination papers and catalogues; and

any other subject matter commissioned by the University.

## 1.5 Identification process

### 1.5.1 Identification of IP

It is expected that identification will take place when members of the University Community are involved in creating and developing IP. Much of the IP which will be created by members of the University Community may be anticipated prior to its creation depending on the nature of the project in question and outputs and results that are expected to be generated. Examples of such outputs which are likely to have potential IP rights arising include (but are not limited to):

1. Inventions (whether or not patentable);
2. Methodologies;
3. Software;
4. Educational/training materials and tools;
5. Modelling tools;
6. Solutions to technical problems; and
7. Design/artistic products.
8. Scientific, literary (including software), musical, artistic (including photographs), films, databases, recordings, broadcastings and publications of previously unpublished works.

A summary of the main classes of IPRs is provided in Appendix A.

### **1.6 Intellectual Property and Confidential Information Agreements**

Each member of the University Community who may be involved or engaged in internally or externally funded research projects or having the opportunity to make Significant use of University resources, must sign an Intellectual Property and Confidential Information Agreement (IPCIA). Each department, service or research unit is responsible for the IPCIA being signed by each person upon commencement of employment or association with the University. For non-students, the Human Resource Office (Υπηρεσία Ανθρώπινου Δυναμικού) will assist in this process during the recruitment process of the individual. For students, the Office of Studies and Student Affairs (Υπηρεσία Σπουδών και Φοιτητικής Μέριμνας) will assist in this process upon first registration of each student at the University.

Each IPCIA will be signed in triplicate before commencement of employment of the individual or upon first registration of the student. The first copy will be given to the signer, the second remains at the department/ service/ research unit and the third will be sent to INTENT. INTENT will not offer formal support to individuals not having signed an IPCIA. INTENT will assist in case any questions arise concerning the IPCIA.

### **1.7 Disclosure**

Any IP governed by the present Policy and/or is subject to the terms of the present Policy must be disclosed to INTENT, using the invention disclosure process. Disclosure to INTENT must be done prior to any other disclosure, presentation, display, or publication of the work towards any sizable audience. Failure to timely notify INTENT may result in the loss of rights and subsequent commercial potential.

### **1.8 External Funding**

When IP has been developed within the framework of a research project funded by external sources, the sponsored research agreement/contract may provide the sponsor with certain rights on the work produced and may impose other obligations as well. The assistance of INTENT should be sought for help in understanding the terms and compliance with them.

### **1.9 Consulting services and other agreements**

To avoid conflicts with third parties, persons covered by this Policy (see Section 1.4.1) should carefully examine the provisions on IP in agreements with third parties and should seek help from INTENT, in case of problems or unclear issues. Researchers have the responsibility not to sign any agreement with any third party, which is inconsistent with the provisions of this Policy before INTENT approves same in writing. For instance, the assignment of ownership of inventions in a consulting services agreement is problematic when the consulting services overlap with research having been conducted or being conducted at the University.

### **1.10 Rights of Others**

Everyone at the University is expected to respect the rights of other owners of IP.

## 2. Protection of IPRs

Any decisions relating to the application for the registration of any IPRs, such as a patent, or trade mark, or design (including any decisions to continue or discontinue any such application), should be made by INTENT. The IP registration process can be very expensive and IP protection costs should not be incurred without appropriate consideration of how such costs will be recovered. A detailed report as to the estimate of costs of filing and how these may be recovered will be prepared by INTENT and the Creator/s.

### 2.1 Copyright protection

Some forms of IP require active steps to be taken to obtain protection (e.g.: patents, trade marks and registered designs). Other forms of IPRs are protected on creation (e.g. copyright) but still require appropriate management in order to maximise the protection available. Best practices in copyright protection require that all materials made publicly available by any employees, members of staff and/or students should include a copyright notice to be provided by INTENT.

In the case that CUT has copyright, the Creators prior to disclosing to other individuals or a public audience, the following statement should be used on all materials, whose copyright is owned by the University: Copyright © [έτος], Τεχνολογικό Πανεπιστήμιο Κύπρου. Με την επιφύλαξη παντός δικαιώματος and Copyright © [year], Cyprus University of Technology. All rights reserved. The date in the copyright notice should be the year in which the work is first published i.e. distributed to a large audience. In case materials are published (i.e. are distributed to a large audience) without proper notification, as shown above, full protection is jeopardised.

### 2.2 Patents

Applications for patents for discoveries and inventions owned by the University are submitted/coordinated through INTENT. Once an application is approved and processed by INTENT, the legal expenses are the responsibility of the University. Applications for patent should be timely submitted so the ability to protect the discovery or invention is not lost.

### 2.3 Trade marks

**2.3.1** Registered trade marks may be accompanied by ™ or ®.

**2.3.2** In order to provide protection, trade marks must be registered with the Registrar of Trade Marks (for protection in Cyprus) or the Office for Harmonization in the Internal Market (for protection in the EU). Such registration, as well as other registrations for non-EU countries, shall be done through INTENT.

### 2.4. Trade secrets

Commercial enterprises funding or otherwise participating in a research project of the University may seek the protection of their trade secrets (i.e., exclusive information that create a competitive business advantage) through agreements that require confidentiality maintenance. In general, the University will not conclude such agreements involving university research, because of the resulting conflict with the policies of the University that

require full and open publication of academic research. Generally, any agreement concluded will focus on the protection of pre-existing secrets of commercial enterprises. The above rule is generic and the possibility of concluding a confidentiality agreement as well as its content will be evaluated by INTENT on a case by case basis.

## **3. Tangible research property**

### **3.1 TRP Definition**

Intellectual creativity and invention often produces a physical embodiment of the effort which is considered to be tangible research property (TRP). TRP is defined for the purposes of this Policy as tangible items produced in the course of research projects performed at CUT. TRP includes but is not limited to such items as: biological materials or organisms, engineering drawings, computer software, integrated circuit chips, computer databases, prototype devices, circuit diagrams, equipment and associated research data. TRP is separate and distinct from intangible (or intellectual) property such as inventions, patents, copyright and trade marks.

The following policies govern the transfer of such TRP for research and other commercial and non-commercial purposes. TRP commercial licensing is covered with the commercialisation of intangible IP in Section 4.

### **3.2 TRP Control**

The responsibility for the control of TRP development, storage, transfer, and use rests with the principal researchers. Such responsibility includes determining if and when the TRP will be made available to other researchers, in accordance with this Policy. The principal researcher should seek advice from INTENT regarding all aspects of control of TRP.

### **3.3 TRP having commercial value**

Wherever TRP has potential commercial and scientific value, those responsible for the control of the TRP should seek the prior opinion of INTENT regarding methods to make them available for scientific use without reducing their commercial value or interrupting their commercial development (commercialisation of IP, both tangible and intangible, is described in Section 4).

### **3.4 Identification**

Each TRP item should have a clear coding and name in order to be distinguishable among other similar items developed at the University or elsewhere.

### **3.5 Terms of distribution to researchers**

TRP owned by CUT may be distributed to academic researchers at other institutions under no particular conditions in many cases. However, the prior opinion of INTENT should be sought, so that appropriate conditions are agreed, in writing, where one or more of the following is applicable:

1. The TRP is sensitive to commercialisation.
2. Recipient is expected to bear the cost of materials and the handling resulting from the transfer.
3. There is a possibility of biohazard or other risks associated with the transfer, storage, or use of the TRP.

4. Where the recipient may expect to use the TRP in clinical research or any other application that presents significant health or safety issues.
5. The TRP has been developed through a sponsored research project or they are part of any pending or possible application for a patent.

INTENT will determine in collaboration with the researchers if the above criteria hold and will develop specific TRP transfer agreements upon request.

## 4. Commercial Exploitation

The University is entitled to commercially exploit any result obtained by any member of the University Community (unless this entitlement is relinquished). Appendix B provides an overview of the process.

The Creator/s shall not enter into any sponsorship or commercial agreements with third parties related to their research at the University without prior written authorisation by INTENT. This said, it is understood that consent shall generally be granted to Creator/s for such requests as long as the IPs of the University are safeguarded; otherwise the claims on IP expected by the third party must be agreed upon explicitly upfront.

### 4.1 Overview

**4.1.1 Commercial development is encouraged through licensing.** The University encourages the commercial development of creative works and inventions intended for public use and benefit. However, this can be done after the University grants permission to Persons for further development, use, or sale of the said works and inventions. Licensing must always be evidenced in writing.

**4.1.1.1 Copyright.** Copyrighted works belonging to the University should be licensed by INTENT unless other arrangements are made under this Policy. Copyrighted works not belonging to the University may be licensed by INTENT if a copyright disclosure form is submitted by the author and is accepted for licensing by INTENT.

**4.1.1.2 Trade marks.** Trade marks of the University can be used only after they are licensed by INTENT.

**4.1.2 Non-exclusive licensing is favoured.** Whenever possible, the University tries to make its creative works and inventions available on a non-exclusive basis. However, in many cases, an exclusive licence may be necessary to make it economically feasible for an enterprise to undertake commercial development and production. This will be decided by INTENT.

**4.1.3 Expenses.** The expenses associated with commercialisation, such as securing a patent or protecting a copyright, fall under the exclusive responsibility of the CUT, once INTENT alone or in collaboration with the National TTO and/or other selected experts determine that commercialisation should be sought.

### 4.2 Licensing

**4.2.1 Initial actions by INTENT.** Upon disclosure of an invention or creation to INTENT (see Section 1.7), INTENT will examine, possibly with the assistance of an outside expert, the technology with the Creator/s and assess its potential for licensing. If INTENT concludes that the potential royalties from the invention or creation are sufficient to justify further efforts towards application for a patent or securing other appropriate legal protection, it will put in place the necessary processes. It is stressed that upon submitting a disclosure form, the Creator/s assign(s) all IPRs to the University. The disclosure form operates as an assignment of the IPR in issue.

**4.2.2 Support from third parties for commercial exploitation.** Depending on the technology, there is the possibility of using other agencies for assistance in technology management and commercialisation. INTENT, following consultation with the Creator/s, may submit the disclosure to third parties for evaluation purposes and possibly applications for patents or other legal protection. If the third party commercialisation entity accepts a disclosure for development, INTENT will enter into, on behalf of the University, a contractual and financial agreement with the third party to commercialise the technology and return a share of any financial profit deriving from such commercialisation to the University. In case financial profit is produced and income is returned to the University, it will be distributed according to the rules defined in Section 4.3.

**4.2.3 Support from the Creator/s.** In order for inventions or other creative works to be successfully licensed, it is often necessary that the Creator/s work together with INTENT and the licensee. In all cases, INTENT will attempt to minimize the support required and, in some cases, the Creator/s may be rewarded by the licensee for the assistance provided.

### 4.3 Revenue sharing mechanism

**4.3.1 Distribution of royalties.** Royalties, from licensing agreements, received by the University are distributed according to the distribution rules being in effect at the time the licence was signed between the University and the licensee. Prior to distribution, legal and other usual procedural costs of the University and of INTENT, associated with the commercialisation of the said technology, are deducted from earnings. These expenses include the costs of the services provided by the National TTO or other expert Individual, Offices or organisations that provide TTO services. The earnings are distributed based on the following table.

Net income per year from commercialisation of IP		Percentage share
First €25,000	Creators	70%
	INTENT	30%
Next €25,000 – €350.000	Creators	50%
	INTENT	25%
	University central fund	5%
	Creator Laboratory fund	20%
Above €350.000	Creators	45%
	INTENT	25%
	University central fund	10%
	Creator Laboratory fund	20%

**4.3.2 Frequency of distribution.** INTENT will transfer to the University any royalties at the end of each financial year. The University will distribute the said royalties to the Creator/s at the same time.

**4.3.3 Exemptions.** The University reserves 100% of royalties from Institutional Works (see Section 1.2), unless there is a written agreement to the contrary. In this case, the allocation is decided by the University Council in consultation with INTENT.

#### 4.4 Spin-outs and other Start-ups

*Note: This section holds, provided the founding law of the University and the legislation of the Republic of Cyprus allow the establishment of, but not limited to, start-up and spinout companies by the University.*

**4.4.1 Share capital.** The technology disclosed by any member of the University Community is usually offered to potential licensees in the early stages of research development. These early technologies usually require a significant amount of additional research/development to prove the value of the technology or to support their protection through patents where necessary. Therefore, the University seeks beneficiaries who are able to demonstrate that they have sufficient funding or who will be able to obtain adequate funding and are willing to focus these resources on growth processes that are necessary to promote the technology into a marketable product. Additionally, beneficiaries should be able to meet all regulatory requirements and to adequately meet the market demand for the technology.

Generally, the University will require that licence holders pay the costs for obtaining patents or other IPRs and other customary costs incurred by the University. The combination of development expenses and risks, and uncertainty as to the potential value of the technology make it difficult for the University, in some cases, to identify a licensee having both the required skills and the willingness to take such financial risks. It may be difficult for small or start-up companies to commit to significant financial expenses, both for development and for licensing costs.

Therefore, the University may accept equity in a company as part of the consideration for technology licensing transactions, in accordance with a number of provisions. These are listed in the document entitled Provisions for the Acceptance of Equity in a Technology Licensing Transaction (Appendix F).

#### 4.5 Provision of licences to University Creators

Creators may request a licence for commercial development of IP of the University that has been developed by them, if such licensing:

1. Will strengthen technology transfer.
2. Is consistent with obligations of the University towards third parties.
3. Does not imply conflict of interest.

This is subject to INTENT's approval. The licence will include the payment of appropriate royalties and the required diligence for the development and dissemination of the technology. These arrangements will be subject to audit in accordance with University policies on conflict of commitment and interest (see Section 8).

In case of Copyright associated with large projects involving many Creators, and long periods of development, the identification of the most effective route for dissemination/exploitation will require special discussion and negotiation with INTENT.

INTENT will respond to Creators' requests under this Policy, within ninety (90) days. However, in cases where the project, usually software, has not been sufficiently developed in order for the assessment to be proper, INTENT may require additional development before responding to a Creator's request. This will be determined by INTENT.

## **4.6 Leaving the University**

**4.6.1 Leaving the University.** Cessation of employment, will not affect an individual's right to receive a share of the revenue as defined in this Policy when the licensing agreement was concluded.

## **4.7 Death**

**4.7.1 Creator's estate.** For the purposes of Sections 5.3 and 5.4 of this Policy, the term "Creator" should be deemed to include the Creator's heirs or the legatees or assignees of the Creator's rights. In such scenarios the share of any income will be payable to the estate and/or trustee and/or heirs of the deceased.

## **5. Resignation of the University from its rights.**

It is under the sole discretion of the University to resign from its rights to its IP, in favour of the Creator, if the University considers that it has no general interest in the ownership of the specific IP.

See form in Appendix E for the relevant waiver of University ownership rights form.

## 6. Dispute resolution, conflict of interest, and breach of the regulations

### 6.1 Conflict of interest in resignation of the University from its rights

INTENT in its absolute discretion considers if:

1. An adverse effect on the educational responsibility of the University towards its students.
2. An unfair influence on the inventor's/author's employment commitment towards the University in terms of time, direction or effort.
3. Negative effects on the obligation of the University to serve the needs of society.
4. Potential conflict of interest as defined in the policies and procedures of the University
5. Any other factor, indicates a conflict of interest that should be taken into account before resignation or licensing to the Creator/s of the University.

### 6.2 Conflict of interest and commitment – Start-up/Spin-out companies

*Note: This section holds, provided the founding law of the University and the legislation of the Republic of Cyprus allow the establishment of, but not limited to, start-up and spinout companies by the University.*

If the Creator owns or will soon acquire shares or founder shares and/or options for shares in a small, closely controlled company which has taken a licence for their invention from the University, the University may accept shares instead of royalties only with the prior approval of the University Council in consultation with INTENT. If the Creator will remain an employee of the University after the formation of the company in which he/she acquires a stake, he/she will be asked to sign an Avoidance of Conflict of Interest Declaration (see Appendix E).

The University will accept research funding by a licensee, for whom, the University has equity interests through INTENT or a university Creator (in any form, including other financial instruments convertible into shares), provided that:

1. The Creator involved in the research project will not take any actions to acquire shares (or additional shares if some have already been taken by the inventor as part of the licensing process) in the said company for at least two years from termination of the research agreement signed between the university and licensee.
2. The Creator's research activity at the University will not focus exclusively on projects funded by the licensee but there will be an effort for clear differentiation of their intellectual contribution to University research from their contribution to the licensed company.
3. No Creator will work unpaid in a project funded by the licensed company.
4. There will be no delay or restriction on access to information from the Creator's research carried out at the University.

### **6.3 Conflict of interest - INTENT and University staff**

In order to ensure that there is no present or future potential conflict of interest, INTENT staff members and/or anyone who is dealing with INTENT are not allowed in anyway to invest personally or through any other person and/or company owning a licence for the University's IP.

If an employee is a partner in a venture capital fund (VC fund), the said staff member should not be involved in licensing negotiations with any company in which the fund has invested, and partners with voting rights should not recommend companies of the University to this fund. INTENT staff members also have a special responsibility to ensure that their knowledge about an INTENT licence towards a public company will not be disseminated in any way that could affect the share price of the company and that their knowledge is not used for investment purposes by themselves, their families, friends or colleagues.

The above rules also hold for members of the University Community who due to their post (e.g. the Rector of the University, the head of financial services) may have had access to knowledge pertaining to a licence agreement.

### **6.4 Breach of the regulations**

Breach of the regulations listed in this Policy may be a disciplinary matter for members of the University Community under normal procedures. The University shall consider all avenues available to it, including legal action if necessary, with respect to Persons bound by these regulations who acted in breach of them.

## Appendix A. Classes of Intellectual Property

Non-exhaustive summary of the main classes of IP and associated rights.

1. Patent
2. Copyright (including moral rights) and neighbouring rights
3. Database right
4. Industrial designs
5. Domain names
6. Trade marks
7. Know How and Trade Secrets
8. Business Names

It is understood that the following interpretations are in accordance with relevant legislation. The interpretations contained in relevant legislation supersedes those explained below. Note that the definitions below are only indicative.

### 1. Patent

A patent is a monopoly granted to the creator, within a certain territory, to exploit a new commercially valuable invention or process. The basis of the monopoly right is that the invention be disclosed in the patent application, although patenting can be almost impossible if there has been *any* prior public disclosure of the invention. Patent rights can last up to 20 years (provided the annual renewal fees are paid on time), and extensions for pharmaceutical patents for up to 5.5 years may be granted in certain instances and is covered by the Patents Law 1998 (L.16(I)/98), as amended, as well as relevant international conventions to which Cyprus is a party.

Registration may be effected with the Registrar of Patents in Cyprus or the EPO.

### 2. Copyright

This time-limited (varies between 15 and 70 years from the death of the author according to the material) right arises automatically on, for example, the physical creation (not the idea) of software, literary, dramatic, artistic or musical work, and in recorded (e.g. film) or published (e.g. layout) derivations. Use of the © mark and owner's name and date is the internationally recognised way of alerting the public to the copyright ownership but the protection (the right to preventing unauthorised copying) exists regardless and is governed by the Law on Copyright of 1976 (L. 59/76), as amended, as well as relevant international conventions to which Cyprus is a party .

Copyright may be assigned to a third party, but until that point, it remains the property of the author, unless he or she creates the work in the course of his or her employment', in which case it is the property of the employer. Copyright may also be licensed to third parties.

### Moral rights

Copyright subsisting in a scientific, literary, musical or artistic work, including photography, as well as films, includes the right of the author, throughout the entire duration of his life, to oppose any change, mutilation or modification thereof, that would be prejudicial to his honour or reputation.

The author who permits the use of his work in a film or TV programme may not prevent modifications which are absolutely necessary for technical purposes or for the purpose of commercial exploitation of the work.

### Neighbouring Rights

Neighbouring rights include the rights of contributors and/or participants, e.g. performers.

#### 3. Database Right

This is a right under copyright, specific to databases. It is a time-limited right that arises without registration to protect the authors of databases from losing the benefit of their work through unauthorised copying or re-use. Protection lasts for 15 years after the creation of the database, with the understanding that (a) if the database was placed at the public's disposal in any manner before the end of the 15 years, the duration of protection begins from the date on which the database was first placed at the disposal of the public; and (b) any material modification, whether qualitative or quantitative, of the content of a database, and particularly any material modification that is the result of successive additions, deletions or amendments, which constitute a novel material investment, whether qualitative or quantitative, gives the database which arises from such an investment, the right to the same term of protection.

#### 4. Industrial Designs

An industrial design which is novel and individual may be registered in accordance with the Law for the Legal Protection of Industrial Designs Law of 2002 (L. 4(I)/2002), as amended, as well as relevant international conventions to which Cyprus is a party. It is granted protection for up to 25 years (provided the renewal fees are paid).

Industrial designs may also be registered with the Office for Harmonization in the Internal Market. Such a Registered Community Design may have a maximum total of 25 years of protection.

If unregistered, an Unregistered Community Design is protected for a period of three years from the day on which the design was first disclosed to the public within the EU. The protection cannot be extended for more than three years.

It is recommended that industrial designs be registered (whether on a national or EU level), in order to facilitate issues of proof in the event of infringement.

## 5. Domain Names

Registering a domain name with the ccTLD **.cy** must be done with the University of Cyprus, which is the relevant Registrar. Registering a domain name for Internet use gives a right to use the domain name typically for a period of one to two years, and may be renewed thereafter. Domain names are country specific and **.com**, which has no country indication, usually relates to the US.

Disputes concerning domain names under **.com** may be resolved through arbitration under the Uniform Domain Name Dispute Resolution Policy (UDRP).

## 6. Trade Marks

A trade mark is a mark that identifies the source of goods or services. It must be registered to have effect in Cyprus or the European Union.

Trade marks may be registered with the Cyprus Registrar of Trade Marks under the Trade Marks Law, Cap. 148, as amended. This grants protection on a national level. A trade mark lasts for seven years from the date of filing (provided it proceeds to registration), and may be renewed indefinitely every fourteen years thereafter.

A Community trade mark is registered at the Office for Harmonization in the Internal Market. The protection given to the mark extends to all EU Member States. It lasts for ten years from the date of filing (provided it proceeds to registration), and may be renewed indefinitely every ten years thereafter.

Marks which have not been registered have some protection through court actions for “passing off”, but it is recommended that marks are always registered so as to facilitate proof of one’s ownership in the event of infringement.

## 7. Know how and trade secrets

This is confidential business information, which includes manufacturing/industrial secrets. Know-how is usually protected as a trade secret, and covers certain proprietary methodologies.

## 8. Business Names

Where an individual or company carries on business under a business name that is not the company's or individual's actual name, this must be registered with the Registrar of Companies, in accordance with section 50 of the Partnership and Business Names Law (Cap 116), as amended.

## Appendix B. INTENT Standard Operating Procedures

(See appropriate section in Appendix E)

**1. Disclosure.** The Creator submits an Invention Disclosure Form to INTENT, thus creating an invention record which will be kept by INTENT (descriptive information, inventor/s participating, project sponsorship, as well as public disclosures and publications).

Note: It is required that any member of the University Community who is one of the Creators makes a good faith assessment of whether an invention or a work, subject to patents, is covered by the Policy of the University.

The University relies on an understanding of its Policy by the Creator. INTENT and the University will not confirm in writing whether an invention or other creative work is outside the scope of this Policy.

**2. Appointment of an INTENT Technology Transfer Manager.** A file number and a technology transfer manager are assigned to every disclosure received by INTENT. The technology transfer manager is responsible for all actions regarding the disclosure.

**3. Assessment.** The responsible technology transfer manager will meet with the Creator. They will discuss the invention and will make a preliminary assessment of the potential for manufacture, innovation, potential applications and markets (see the Initial Assessment Form for more information). INTENT may seek the help of the National TTO or other experts in order to make the best assessment.

If the assessment is positive, INTENT, together with the Creator, will develop an initial licensing strategy (different inventions require different licensing strategies). Part of the licensing strategy development requires the acquisition of information and feedback on market risks from various sources, including potential licensees and venture capital firms. Confidentiality agreements for the protection of patentability rights might be required if there has been no public disclosure of the invention.

**4. Patent application.** Based on the aforementioned information, the technology transfer manager will determine whether or not INTENT will file a patent application. INTENT does not file patent applications for all invention disclosures due to the high filing costs. In general, INTENT will file patent applications in two cases:

1. The existence of at least one interested potential licensee prior to committing to a patent filing.
2. The commercial potential of the disclosed invention justifies the filing when the returns from potential licensees are reasonably guaranteed.

The filing and processing of patent applications is made by law firms specialising in IP law. INTENT selects the appropriate legal associates for patents based on technical ability, past experience in similar situations and the preferences of the inventor.

The cooperation of the Creator is required for patent filing. The selected patent lawyer will be familiar with the invention field but is unlikely to be an expert at the level of detail that makes the invention novel, useful, and non-obvious. The Creator will make the difference providing written and verbal information that is necessary to obtain meaningful patent protection.

The patent lawyer will work with the Creator to write and revise the patent application as well as responses from the patent office (e.g. Cyprus Registrar of Patents, or EPO, or USPTO). The Creator can help by conducting a search for prior art (the “Policy of the Cyprus University of Technology on the Ownership, Transfer and Commercial Exploitation of Intellectual Property” has more information on patents). The lawyer will contact the persons named in the disclosure form for their contribution to the conception of the invention to determine the correct inventors on a specific patent application. It is understood that INTENT will be kept informed by the Creator/s for all the above.

**5. Marketing and licensing negotiations.** In parallel with the decision to patent, in an utmost confidential manner, the responsible technology transfer manager will promote the invention in the market and, if successful, will begin licensing negotiations with potential licensees. Companies which might be interested will be approached and be given the opportunity to evaluate the invention (on a confidential basis if required). Suggestions from the inventor regarding companies which should be approached are extremely valuable.

If a company shows keen interest, a licensing proposal will be prepared. Negotiations will follow which may require flexibility and creativity by both parties to reach a mutually satisfactory agreement. Each licence has circumstances which require special handling. International practice has shown that only 20-25% of invention disclosures result in licensing agreements.

**6. Progress monitoring.** The signing of a licensing agreement is the beginning of a long term relationship. The performance of the licensee is monitored by the technology transfer manager during the licensing period. Most licensing agreements require periodic financial or developmental reports by the licence holders.

**7. Distribution of royalties and equity.** INTENT collects all royalty payments and transfers them to the University. Royalties are distributed, in accordance with the applicable regulations, after the end of the financial year of the University. If the licensing agreement includes the provision of shares these are again collected by INTENT and distributed in accordance with the applicable regulations of the University.

**8. Amendments to licences.** It is often necessary to reassess a licence so that INTENT adapts to changing circumstances or to reflect new situations. Any party may request an amendment to the licensing agreement at any time during its lifetime. This request for amendment will be considered and, if prudent, effected.

## **Appendix C. INTENT Special Operating Procedures before the establishment of a National Innovation and Technology Transfer Office (TTO) in Cyprus**

During the period before the establishment of a National TTO and before the INTENT office acts as a satellite office, the University will proceed with the following arrangements:

1. The office will operate with the appointment of 2 experienced experts on an hourly basis for operating the INTENT office, who will receive IP Disclosure Applications within the University, provide a relevant screening / assessment, provide his/her assessment decision to the Council ( Συμβούλιο) for approval purposes and proceed with IPCIAs. The office will also have an administrative associate who will assist with the daily functions of the office.
2. Creation of a pool of IP experts in all the relevant research fields and areas, to cover the specific needs of the researchers. This list will be constantly revised / enhanced and updated.
3. The final stage of the implementation of the IP Policy (protection, ownership, transfer and commercial exploitation) will be performed by appointed experts and/or offices abroad.

APPENDIX D: Schematic of Invention Disclosure process and decision flowchart

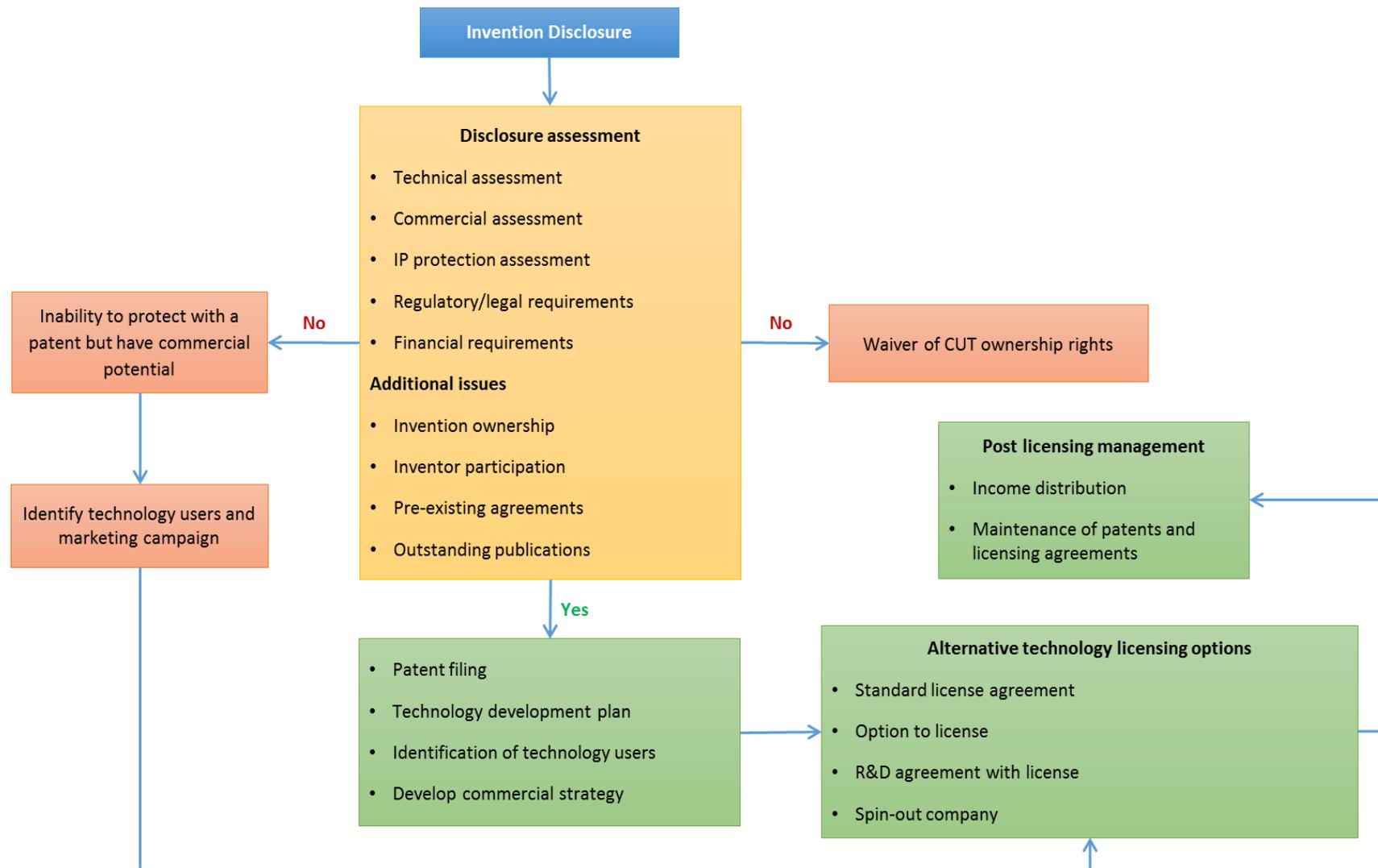


Figure 1. IP protection and technology transfer process.

## **Appendix E. Forms**

- 1. Initial Evaluation of Invention Disclosure**
- 2. Invention and Technology Disclosure Form**
- 3. Biological Materials and Research Material Goods Disclosure Form**
- 4. Software and Copyright Disclosure Form**
- 5. Avoidance of Conflict of Interest Declaration**
- 6. Application for declaring a non-significant use of CUT infrastructure or funds and CUT resignation from its property rights**
- 7. Intellectual Property and Confidential Information Agreement Visiting Scientists funded by their Employer Form**
- 8. Intellectual Property and Confidential Information Agreement CUT Staff and Students Form**
- 9. Intellectual Property and Confidential Information Agreement Visiting Scientists**

## **Appendix F. Provisions for the Acceptance of Equity in a Technology Licensing Transaction**

**Not necessary at this stage.**

**Will be provided at a later stage and will be based on the specific circumstances of each individual case.**