

The official regulations having a binding force of law are those worked out in Italian and issued by Rector's Decree no. 299 dated 22.07.2007. This English version has been worked out only for information purposes.



**REGULATIONS  
OF THE POLITECNICO DI TORINO ON  
INTELLECTUAL AND INDUSTRIAL PROPERTY**

Issued by Chancellor's Decree no. 299 dated 22 July 2007, in force since 1 October 2007

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**PART I**  
**DEFINITIONS AND SCOPE OF APPLICATION**

Article 1

Definitions

1. In these Regulations of the *Politecnico di Torino* on intellectual and industrial property the following expressions have the meaning that is hereinafter assigned to them:
- (a) “**Other Industrial and Intellectual Property Rights**”: collectively refers to all Industrial Property Rights other than Inventions and Intellectual Property Rights;
  - (b) “**Research Activity**”: refers to the activity accomplished by the Researchers and not employed workers while they carry out their tasks aimed at the scientific research and/or training, using equipment, facilities or financial means that can be assigned to the budget of the Politecnico or economic resources that the Politecnico manages;
  - (c) “**Author(s)**”: refers to the person enjoying the moral right of being acknowledged as the author of what is the object of Intellectual and Industrial Property Rights other than Inventions, as well as the person who shall enjoy the rights as set *infra* in Part III of these Regulations;
  - (d) “**Patent(s)**”: refers to the titles of industrial property by which rights on Inventions are acquired. It includes: patents for invention, patents for utility model, patents on a new vegetable variety and registrations of topographies of semiconductors. It also includes Patents provided by the national legislation (Italian or of any other State of the world), the community law and international conventions;
  - (e) “**Commission**” or “**Patent Commission**”: refers to the Commission, whose composition, operative modes and functions are governed *infra* in Part IV of these Regulations;
  - (f) “**Employees**”: refers to any kind of employed workers (having either an open-ended or a fixed-term contract) of the Politecnico. Researchers, executive technicians and administration employees are then included;
  - (g) “**Industrial Property Right(s)**”: pursuant to and by effect of the Legislative Decree dated 10 February 2005, no. 30 – Industrial Property Code (I.P.C.), marks and other distinctive signs, geographic indications, designations of origin, drawings and models, inventions, utility models, topographies of semiconductors, confidential company information and new vegetable varieties;
  - (h) “**Intellectual Property Right(s)**”: refers to intellectual creative works kind, including programmes for computer and databases, as governed by Law dated 22 April 1941, no. 633 – Protection of copyright and other rights linked to its use. According to these Regulations, the expression Intellectual Property Right(s) exclusively refers to programmes for computer and industrial drawing works;
  - (i) “**Not employed worker**”: refers to *pro-tempore* workers in charge of carrying out teaching and/or research activity, such as, including but not limited to, contractors, PhD students, temporary research associate, interns, trainees (who carry out the *stage* within the Politecnico), contract workers of any kind. According to these Regulations, the expression not employed workers also includes students;
  - (j) “**Inventor(s)**” refers to the person who achieves the Invention, as well as the person who enjoys the rights provided *infra* in Part II of these Regulations;

- (j) “**Invention(s)**”: refers to any useful result deriving from the Research Activity, which can be the object of a patent for invention and whose regulation is contained in Section IV of the Industrial Property Code. According to these Regulations, the term Invention also includes: (i) utility models; (ii) topographies of semiconductors; (iii) know-how; (iv) the new vegetable varieties;
- (k) “**Know-how**”: pursuant and by the effect of art. 98 I.P.C., refers to technical and industrial information and experiences, subjected to the lawful control by the owner, that are secret, have an economic value as secret and are subjected to measures to reasonably be considered as appropriate to keep them secret;
- (l) “**Politecnico**” (or, alternatively, “**University**”): refers to Politecnico di Torino, established as Royal Turin Polytechnic by Law dated 8 July 1906, no. 321 – Official Journal of the Kingdom of Italy no. 167 dated 18 July 1906;
- (m) “**Registration(s)**”: refers to titles of industrial property (and all other forms provided by the Industrial Property Code) by which Industrial Property Rights other than Inventions are acquired. In accordance with these Regulations all forms to gain Intellectual Property Rights are included. It also refers to Registrations provided by the national legislation (Italian or of any other State of the world), the community law and international conventions;
- (n) “**Regulations**”: refers to these regulations of the Politecnico di Torino on intellectual and industrial property;
- (o) “**Financed Research**”: refers to the Research Activity being totally or partially financed by **private parties** or carried out in the framework of specific research projects financed by **public parties** other than the Politecnico. In particular, it refers to activities governed by the Conventions and Contracts Regulations for Cooperation or Subcontracting Activities and by the Regulations on the Participation to Financing Programmes;
- (p) “**Institutional Research**”: refers to the whole Research Activity other than the Financed Research;
- (q) “**Researcher(s)**”: refers to Employees of the Politecnico assigned with tasks related to teaching and/or research within the University. Full professors, associate professors and university researchers are then included, as well as the entire technical staff supporting teaching and research by not merely executive tasks.

## Article 2

### Objectives of the University

1. The Politecnico has the following main goals:
  - (a) promoting research within the University, even in connection with companies and public or private corporations;
  - (b) bringing out the University research results, through the promotion of activities that lead to their property exploitation;
  - (c) promoting the issuance of patents and registrations of the University research results;
  - (d) promoting the transfer of the University research results to the production world of companies, through initiatives, activities and projects, even of advertising type, where the Politecnico manages all contract relationships, including those related to the Intellectual and Industrial Property Rights and technology transfer;

- (e) involving its own Researchers and not employed workers in the utilities that can derive from this empowerment.

### Article 3

#### Object of the Regulations

1. Unless specific legislative and/or contractual rules provide otherwise, these Regulations apply:
  - (a) to Inventions achieved by Researchers and not employed workers during the Research Activity;
  - (b) to Industrial and Intellectual Property Rights other than Inventions achieved by Researchers and not employed workers during the Research Activity;
  - (c) to Intellectual Property Rights achieved by Employees and not employed workers during the Research Activity.
2. It is considered as achieved during the execution of the work contract (open-ended, fixed-term, cooperation and/or any other performance activity) the innovation for which the Patent, Registration or title that can be acquired is required within one year from the moment when the Inventor or Author ceases his/her own relationship of any type established with the Politecnico.

## **PART II**

### **INVENTIONS**

#### **Title I**

#### **Rights and obligations for the Inventor**

### Article 4

#### Rights for the Inventor

1. The Researcher enjoys the right to be acknowledged, in any case, as Inventor, i.e. the author of the Invention achieved in the framework of the Research Activity and to be acknowledged as the owner of the relevant moral rights. As a result, any contract, convention and agreement having the Invention achieved by the Researcher as object – including the agreements governed by the Conventions and Contracts Regulations for Cooperation and Subcontracting Activities and by the Regulations on the Participation to Financing Programmes – shall contain a specific clause on the moral right of Inventors. This clause shall expressly specify that in the application for Patent, as well as in the entire patent documentation, the belonging of the Inventor to the Politecnico is indicated and the moral ownership as well.
2. Should the Invention be achieved during the Institutional Research activity, the Researcher is also the exclusive owner of the property rights deriving from the Invention whose he/she is the author, and from the Patent, notwithstanding the provisions contained in Title II of this Part II.
3. The Researcher has the right to assign these rights to the Politecnico, which can accept or not, at its sole discretion, the assignment offered by the Researcher.

4. If the Researcher decides to go on with the assignment as set forth in the previous paragraph 3 and the Politecnico decides to accept the assignment offered by the Researcher, the parties shall undersign a specific Patent rights assignment agreement in favour of the Politecnico, once the procedure specified in articles 6 and 7 of these Regulations is concluded.
5. Should the Invention be achieved through the contribution of more Inventors, the relevant rights are equally assigned to all co-Inventors, unless they agree on a different share. All rights and obligations that these Regulations relate to the Researcher shall be related to all co-Inventors Researchers according to the relevant share.
6. In case of results achieved in the framework of the Financed Research, should the Politecnico decide not to file a patent on its own and if the belonging body of the Inventor has not communicated its own availability to file and maintain the Patent totally being assigned to its own budget, pursuant to article 7.3 below, the Inventor can inform the Commission about his/her own availability to acquire, as a result, the right to file the Patent on his/her own, bearing all costs and charges.

#### Article 5

##### Obligations to Confidentiality

1. The Inventor is obliged to sincerely behave during the Research Activity and with great care and rigour to protect the Politecnico interests.
2. In his/her own interest and in the interest of the Politecnico, the Inventor is obliged to the maximum confidentiality in the mutual relationships and modes of communication as far as the research progress and the results achieved are concerned, in order not to damage the patent rights linked to the invention results and, in particular, to preserve the requirement of the originality needed to achieve a valid Patent. With this object in view, if he/she considers that the achieved results can be patented, before any communication (including but not limited to publications, conferences, interviews, meetings, talks, teaching) about the Research Activity, he/she has to ensure that the communication at issue does not jeopardise the procedure to issue a patent and, in case of doubts about the possible consequences of this communication, he/she has to inform the Commission in order to agree upon the modes. Should the Commission not express its own opinion within 30 (thirty) days from the request by the Inventor, the authorization to make the communication shall be considered as agreed. Should information about the achieved results be disclosed to third parties, who do not belong to the Politecnico, for its further property exploitation, the Inventor commits himself/herself so as the third parties undersign a confidentiality agreement on the information they are going to receive, as shown in Annex A (Confidentiality Agreement - Third Parties to the Politecnico).
3. Obligations as set forth in this article 5 are extended to any person who cooperates in the Research Activity or becomes acquainted for any reason with the results linked to the Research Activity.

#### Article 6

##### Obligations to Communication

1. In case of results achieved in the framework of the Financed Research, as the Researcher achieves the invention result, he/she has to immediately inform the manager of the scientific department which he/she refers to and the Commission, both obliged to confidentiality, according to the disclosure form as set forth in Annex B (Application for patent/registration).

2. In case of results achieved in the framework of the Institutional Research, the Researcher:
  - (a) is obliged to immediately inform the Commission about the intention to file the Patent on his/her own, according to the disclosure form shown in Annex C (Communication of application on behalf of the Inventor/Author), if he/she decides to patent on his/her own the Invention achieved by himself/herself or with other Inventors, by bearing costs and fees related to each Patent and the relevant maintenance. Once filed, the Researcher is obliged to provide the Commission with a written communication about the Patent application within one month from the application, by attaching a copy of the application itself so that the Politecnico can eventually exercise the rights as set forth in article 8.3. In any case, for purposes provided in article 11 below, the Researcher is obliged to communicate terms and conditions to the Commission as set forth in contracts that he/she can undersign in relation with the Patent;
  - (b) if he/she decides to assign as set forth in article 4 of these Regulations, he/she shall immediately inform the Commission, using the disclosure form shown in the Annex B (Application for patent/registration), about each single invention result that, in his/her own opinion, can be the object of a Patent, as well as about his/her own intention of assigning the relevant property rights to the Politecnico, using the disclosure form as set forth in Annex D (Assignment Offer). In the same way, the Researcher also shall inform the manager of the scientific department he/she refers to, who is obliged to the maximum confidentiality.
3. Communications set forth in this article 6, provided by the Researcher to the Commission, shall be accompanied by the letter of transmission undersigned by the manager of the scientific department the Researcher refers to.

#### Article 7

##### Procedure to issue a patent

1. Following the communication set forth in article 6.1 and 6.2.(b) above, the President of the Commission summons the Commission that analyses the communication by the Inventor, by possibly consulting the manager of the scientific department he/she refers to. Each single department involved in the procedure is obliged to accomplish the relevant tasks in the shortest time.
2. In particular, the Commission is obliged to decide about the acceptance of the assignment offer, the following exercise of the issuance of a patent and the bearing of the relevant costs, within maximum 60 days from the summoning set forth in the first paragraph of this article 7.
3. If the Commission decides not to apply for the Patent, it communicates its own decision to the department the Inventor belongs to, that at its turn can express to the Commission, within 30 days from the communication to the Commission, its own availability to totally or partially put on its budget the costs related to the issuance and maintenance of the Patent.
4. The Inventor is obliged to cooperate and provide his/her total support during each single phase of the issuance and the following exploitation of the Patent; these obligations of cooperation include the commitment of the Inventor to undersign all documents that shall be needed (both in Italy and abroad) in order to achieve the Patent, and to provide or inform the Commission about all information and documents that he/she possesses related to the achieved Invention.
5. The Inventor is also obliged to inform the Commission about the possible existence of corporations/other external entities showing their interest to acquire the Invention and the relevant Patent, according to the terms and conditions set forth in these Regulations.
6. The application of the obligations set forth in this article shall survive to the Inventor even though his/her work relationship with the University will cease.

7. All applications for Patents, whose ownership belongs to the Politecnico, shall be undersigned by the Chancellor as legal representative of the Politecnico.
8. For the procedures to file Patents whose ownership belongs to the Politecnico, it can delegate authorised representatives, identified on the basis of specific professionalism, availability, promptness and inexpensiveness criteria.

## **Title II**

### **Rights and obligations for the Politecnico**

#### Article 8

##### Rights for the Politecnico

1. The Politecnico is the exclusive owner of property rights deriving from the Inventions achieved by the Employees and not employed workers during the Financed Research, except the moral right for people who achieved the Invention to be acknowledged as Inventors.
2. Notwithstanding the moral right of the people who achieved the Invention to be acknowledged as Inventors, the Politecnico is the exclusive owner of property rights deriving from the Inventions achieved by not employed workers during the Institutional Research as well as the Patents related to Inventions achieved by the Researchers during the Institutional Research, whose rights are assigned by the Inventor to the Politecnico according to article 4 of these Regulations.
3. If the Inventor does not assign the property rights to the Politecnico according to article 4 of these Regulations, the Politecnico has a pre-emptive right, under the same conditions, in the stipulation of any deed of assignment to third parties by the Inventor as far as the right to the Patent is concerned.

#### Article 9

##### Acts of disposal of the Politecnico's rights

1. The Politecnico has the total and unconditional right to define the terms to carry out the rightest property exploitation of the Patents, both through the implementation and the property exploitation on its own and through the assignment to third parties of the rights deriving from them, by autonomously setting the types of agreements to undersign with the concerned third parties, as well as the amount of each single relevant consideration. The Politecnico has the right to assign rights to the Patent and rights on the Patent, by contracts against payment, or rather to exploit these Patents either directly or through the assignment of exclusive and non-exclusive licences against payment, or rather to accomplish any further act of disposal.
2. The right as set forth in paragraph 1 above belongs to the Politecnico even on the shares of Inventions and relevant Patents achieved by the Politecnico in cooperation with third parties.



## Article 10

### Distribution of proceeds from acts of disposal of the Politecnico's rights

1. Considerations due to the Politecnico, according to contracts as set forth in article 9 above, except contracts establishing on the right to Patent as set forth in Conventions and Contracts Regulations for Cooperation or Subcontracting Activities, are defined by the Commission taking into account the economic weight of the Invention and the value of the Patent, as well as direct and indirect costs borne or to be borne by the Politecnico to achieve and maintain the Patent.
2. Once the costs set forth in article 12.1 of these Regulations are paid off, the remaining considerations due to the Politecnico, according to contracts as set forth in article 9 above, will be divided as follows:
  - (a) as far as the Inventor is concerned, he/she will receive 50% of proceeds;
  - (b) as far as the Politecnico is concerned, it will receive 50% of proceeds.
3. In case of more Inventors, the distribution of the 50% share among them shall take into account the importance of the contribution produced by each of them to achieve the Invention. In any case, the Co-inventors are obliged to inform the Politecnico about the percentages due to each of them.
4. The share of 50% due to the Politecnico will be divided as follows:
  - (a) 10% will be due to the scientific body within which the Research Activity is carried out and the invention results are achieved;
  - (b) 40% will be due to the central Administration to finance the research and patent activities.
5. In the case set forth in article 7.3 above, the 50% share due to the Politecnico, unless otherwise agreed, will be divided as follows:
  - (a) 40% will be due to the scientific body within which the Research Activity is carried out and the invention results are achieved;
  - (b) 10% will be due to the central Administration to finance the research and patent activities.
6. In the case set forth in article 4.6 above, the Politecnico will receive in any case a share equal to 10% of proceeds achieved following the property exploitation of the Patent by the Inventor, deducting all costs he/she will bear according to article 12.3 of these Regulations.

## Article 11

### Distribution of proceeds from acts of disposal of the Inventor's rights

1. If the Inventor does not assign property rights to the Politecnico according to article 4 of these Regulations, once all borne costs are paid off according to article 12.3 of these Regulations, the Inventor will be obliged to distribute the perceived proceeds according to article 65 of the I.P.C. as per the following percentages:
  - (a) as far as the Inventor is concerned, he/she will receive 70% of proceeds;

- (b) as far as the Politecnico is concerned, it will receive 30% of proceeds.
2. The percentage set forth in paragraph 1 above will be paid by the Inventor to the Politecnico according to the terms from time to time agreed by the parties.

#### Article 12

##### Patent costs and maintenance fees

1. Notwithstanding the provisions of article 7.3 above, if the Patent ownership belongs to the Politecnico, it will bear any cost and charge concerning its achievement and maintenance.
2. Following the reduction of possibilities to exploit the Patent, should the Politecnico decide to suspend the maintenance fee payment, it shall immediately inform the Inventor, being available to assign the Patent to the Inventor or any other person duly indicated by the Inventor.
3. If the Inventor does not assign the property rights to the Politecnico according to article 4 of these Regulations, should the Inventor decide to file the Patent, the Inventor will bear any cost and charge concerning the achievement and maintenance of the Patent.

#### Article 13

##### Legal Proceedings regarding the Patent

1. If the Patent's ownership belongs to the Politecnico, the latter is the only entitled body to start up the relevant proceedings to protect the Patent, if this obligation is not upon third parties (including but not limited to licensees), or rather if this obligation is not observed by them.
2. If the Politecnico receives a communication of activities performed by third parties counterfeiting the Patent and it still disposes of it, it shall make all its best efforts to undergo judicial and/or extrajudicial initiatives to protect the Patent.
3. In any case, the Inventor is obliged to provide his/her assistance and support during the proceeding having the Patent as object, whether it is already granted or claimed.

### **Title III**

#### **Special provisions**

#### Article 14

##### Non-exploitation of the Patent

1. In case the Inventor does not assign property rights to the Politecnico according to article 4 of these Regulations and he/she obtains the Patent on his/her own name, five years passed the date of issuance of the Patent, if the Inventor or his/her successors in title have not started the industrial exploitation of the Patent at issue, the Politecnico whose staff the Inventor belonged to when he/she achieved the Invention, automatically acquires a free non-exclusive right to exploit the Invention and the relevant property rights, or to make them exploited by third parties, notwithstanding the right belonging to the Inventor to be acknowledged as author.

## Article 15

### Inventions of not employed workers

1. If the Politecnico makes use of the crucial contribution of not employed workers in order to achieve an Invention, the not employed workers will be granted with the moral right to be acknowledged as Inventors and with a *una tantum* consideration to be defined on the basis of the contribution that they provided to achieve the Invention results.
2. The not employed workers taking part to the Research Activity, before the beginning of their activity, shall inform by writing the manager of the scientific or teaching institution they belong to about their intention to accept the application towards them of all rules contained in these Regulations.
3. The not employed workers have also the obligation to comply with the maximum confidentiality regarding the progress of researches and results achieved in the framework of Research Activity, according to the provisions of article 5 above.
4. As the Invention is achieved, the not employed workers have to immediately inform the manager of the scientific or teaching department and to the Commission, according to the terms set in article 6, paragraph 1 above.
5. This article 15 does not apply to students, trainees and PhD students who carry out training-aimed activities making use of facilities and resources that do not belong to the University and under the scientific coordination of people who cannot be related to the Politecnico.

## Article 16

### Inventors from other universities or other institutions

1. If the case is not already governed by a preventive agreement, if the Inventions are achieved with the participation of employees from other Italian or foreign institutions or companies, the Inventors are obliged to immediately provide the relevant belonging departments/corporations with a written communication in order to allow them reaching an agreement about the ownership and management of the achieved results.
2. If Inventions are achieved with the participation of Researchers employed by other Universities or by a Public Administration having research as one of its institutional purposes, provisions set forth in paragraph 1 of this article apply only if the Researchers declare their intention to assign the ownership of the achieved results in favour of the belonging department/corporation, according to article 4, paragraph 3.

## **PART III**

### **OTHER INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

#### **Title I**

#### **Rights and obligations for the Author**

## Article 17

### Rights for the Author

1. The Employee enjoys the right to be acknowledged, in any case, as Author of the Other Industrial and Intellectual Property Rights achieved in the framework of Research Activity and to be acknowledged as the owner of the relevant moral rights. As a result, any contract, convention and any agreement having the Other Industrial and Intellectual Property Rights achieved by the Employee as object – including the agreements governed by the Conventions and Contracts Regulations for Cooperation or Subcontracting Activities and by the Regulations on the Participation to Financing Programmes – shall contain a specific clause on the moral right of Authors. Such clause shall expressly specify that in the application for Registration, as in the entire documentation, the moral ownership should be indicated as well as the belonging of the Author to the Politecnico.
2. Should the Other Industrial and Intellectual Property Rights be achieved during the Institutional Research activity, the Author is also recognized as the exclusive owner of the relevant property rights, notwithstanding to the provisions contained in Title II of this Part III.
3. However, if considered as appropriate, the Author has the right to assign these rights to the Politecnico, which can accept or not, at its sole discretion, the assignment offered by the Author.
4. If the Author decides to go on with the assignment as set forth in the previous paragraph 3 and the Politecnico decides to accept the assignment offered by the Author, the parties shall undersign a specific rights assignment agreement for the Other Industrial and Intellectual Property Rights in favour of the Politecnico, once the procedure specified in articles 18 and 19 of these Regulations is concluded.
5. Should the Other Industrial and Intellectual Property Rights be achieved through the contribution of more Authors, the relevant rights are equally assigned to all co-Authors, unless they agree on a different share. All rights and obligations that these Regulations relate to the Author shall be related to all co-Authors according to the relevant share.
6. In case of results achieved in the framework of the Financed Research, should the Politecnico decide not to apply for the Registration on its own and if the belonging department/corporation of the Author has not communicated its own availability to apply for and maintain the Registration totally being assigned to its own budget, pursuant to article 19.2 below, the Author can inform the Commission about his/her own availability to acquire, as a result, the right to apply for the Registration on his/her own, bearing all costs and charges.

#### Article 18

##### Obligations to Confidentiality and Communication

1. The Author is obliged to sincerely behave during the Research Activity and with great care and rigour to protect the Politecnico interests. With this object in view, in his/her own interests and in the interests of the Politecnico, he/she has to comply with the obligations of confidentiality set forth in article 5 above, in all mutual relationships and communications.
2. In case of results achieved in the framework of the Financed Research, the Author has to comply with the obligations of communication set forth in articles 6.1 and 6.3 above.
3. In case of results achieved in the framework of the Institutional Research, the Author:
  - (a) has to comply with the obligations of communication set forth in articles 6.2(a) and 6.3 above, if he/she decides to register on his/her own, that is to protect the Other Industrial and Intellectual Property Rights achieved in the other forms set by the law;
  - (b) if he/she decides to assign as set forth in article 17 of these Regulations, the Author has to comply with the obligations of communication set forth in articles 6.2(b) and 6.3 above.

## Article 19

### Registration

1. Following the communication set forth in article 18.3(b) above, the President of the Commission and the Commission itself will see about according to articles 7.1 and 7.2 above.
2. If the Commission decides not to apply for the Registration or not to protect the Other Industrial and Intellectual Property Rights, it shall communicate its decision to the Author's Department, which will see about, at its turn, according to article 7.3 above.
3. The Author is obliged to cooperate and provide his/her assistance and support during each single phase of the Registration and the following exploitation of the Other Industrial and Intellectual Property Rights. The Author is also obliged to inform the Commission about the possible existence of departments/corporations who do not belong to the Politecnico showing their interest to acquire the Other Industrial and Intellectual Property Rights, according to the terms and conditions set forth in these Regulations.
4. The application of the obligations set forth in this article shall survive to the Author even though his/her work relationship with the University will cease.
5. All applications for Registration of the Other Industrial and Intellectual Property Rights, whose ownership belongs to the Politecnico, shall be undersigned by the Chancellor as legal representative of the Politecnico.
6. For procedures to apply for Registration, the Politecnico can make use of authorised representatives, identified on the basis of specific professionalism, availability, promptness and inexpensiveness criteria.

## **Title II**

### **Rights and obligations for the Politecnico**

## Article 20

### Rights for the Politecnico

1. The Politecnico is the exclusive owner of property rights deriving from the Other Industrial and Intellectual Property Rights achieved by the Employees and not employed workers during the Financed Research, except the moral right for people who achieved them to be acknowledged as Authors.
2. Except the moral right for people who achieved the results to be acknowledged as Author, the Politecnico is the exclusive owner of property rights deriving from the Other Industrial and Intellectual Property Rights achieved by not employed workers during the Institutional Research and by the Employees during the Institutional Research if they assigned their own rights to the Politecnico according to article 17 of these Regulations.
3. If the Author does not assign the property rights to the Politecnico according to article 17 of these Regulations, the Politecnico has a pre-emptive right, under the same conditions, in the stipulation of any deed of assignment to third parties by the Author as far as the right to the Registration of the Other Industrial and Intellectual Property Rights is concerned.
4. The Politecnico enjoys the full and unconditional right to define the terms to carry out the rightest property exploitation of the Other Industrial and Intellectual Property Rights, both

through the implementation and the property exploitation on its own and through the assignment to third parties of the rights deriving from them, by autonomously setting the types of agreements to undersign with the concerned third parties, as well as the amount of each single relevant consideration. The Politecnico has the right to assign rights deriving from the Registrations, by contracts against payment, or rather to enjoy them either directly or through the assignment of exclusive and non-exclusive licences against payment, or rather to accomplish any further act of disposal.

5. The right as set forth in paragraph 4 above belongs to the Politecnico even on the shares of Registrations achieved by the Politecnico in cooperation with other departments/corporations.

#### Article 21

##### Considerations due to the Author

1. If the ownership of the Other Industrial and Intellectual Property Rights belongs to the Politecnico and if they are granted under licence or assigned, the Politecnico is obliged to pay a fair consideration to the Author, consisting of a percentage of the consideration paid to the Politecnico by the licensee or assignee.
2. The consideration due to the Author amounts to 50% of the considerations due to the Politecnico on the basis of contracts set forth in article 20 of these Regulations, from which all costs set forth in article 22.1 of these Regulations shall be deducted.
3. In case of more Authors, the distribution of the 50% share among them shall take into account the importance of the contribution provided by each of them to achieve the result. In any case, the co-Authors are obliged to inform the Politecnico about the percentages due to each of them.
4. In the case set forth in article 17.6 above, the Politecnico will receive in any case a share equal to 10% of proceeds achieved following the property exploitation of the Other Industrial and Intellectual Property Rights by the Author, deducting all costs he/she will bear.

#### Article 22

##### Application costs and maintenance fees

1. Notwithstanding the provisions of article 17.6 above, if the Other Industrial and Intellectual Property Rights ownership belongs to the Politecnico, it will bear any cost and charge concerning the Registration, its maintenance and renewal.
2. Following the reduction of possibilities to enjoy the Other Industrial and Intellectual Property Rights, should the Politecnico decide to suspend the maintenance fee payment or not to renew it, it shall immediately inform the Author, being available to assign the Registration to the Author or any other person duly indicated by the latter.
3. If the Author does not assign the property rights to the Politecnico according to article 17 of these Regulations, the Author will bear any cost and charge concerning the Registration and maintenance.

#### Article 23

##### Legal Proceedings

1. As far as proceedings are concerned to protect the Other Industrial and Intellectual Property

Rights, the Politecnico and the Author shall comply with the provisions contained in article 13 above.

### **Title III**

#### **Special provisions**

##### Article 24

##### Other Industrial and Intellectual Property Rights achieved by not employed workers

1. If the Politecnico makes use of the crucial contribution of not employed workers in order to achieve Other Industrial and Intellectual Property Rights, the not employed workers will be granted with the moral right to be acknowledged as Authors and with a *una tantum* consideration to be defined on the basis of the contribution that they provided to achieve the result.
2. Not employed workers who take part to the Research Activity are obliged to comply with the article 18 above.
3. This article 24 does not apply to students, trainees and PhD students who carry out training-aimed activities making use of facilities and resources that do not belong to the University and under the scientific coordination of people who cannot be related to the Politecnico.

##### Article 25

##### Authors from other universities or other institutions

1. In case the issue is not already governed by a preventive agreement, if Other Industrial and Intellectual Property Rights are achieved with the participation of employees from other Italian or foreign institutions or companies, the Authors are obliged to immediately provide the relevant belonging departments/corporations with a written communication in order to allow them reaching an agreement about the ownership and management of the achieved results.

### **PART IV**

#### **THE PATENT COMMISSION**

##### Article 26

##### Composition

1. At the Politecnico a specific Commission is established, composed by experts chosen among the Employees of the University who have proved qualification and experience in the sector of the industrial and intellectual property, from the scientific, legal and economic point of view.
2. The Commission is composed by 4 to 8 members, employed by the Politecnico or non-resident appointed by the Chancellor pro tempore; among them the Chancellor chooses and appoints the

- President of the Commission\*.
3. The Commission is appointed with a mandate of 4 (four) years.

#### Article 27

##### Tasks of the Commission

1. The Commission accomplishes the tasks of proposal, assessment and decision required for these Regulations and, in any case, when it is required by the Chancellor or the Governing Board for decisions that are linked to the subject of Patents and Other Industrial and Intellectual Property Rights.
2. The Commission also accomplishes tasks aimed at monitoring the research initiatives carried out in the University and at proposing promotional initiatives for their spread outside and, more generally speaking, at encouraging the meeting between the demand for innovation coming from the market and the potential of research represented by the University.
3. In particular, the Commission decides about:
  - (a) applications and/or extension of Patents and Registrations sent in by Employees, not employed workers and belonging departments/corporations of Inventors and Authors;
  - (b) communications related to the results achieved during the Research Activity set forth in article 5.2 above;
  - (c) maintenance of Patents and Registrations during the years following the application through the monitoring carried out on their progress status;
  - (c) considerations due to the Politecnico according to article 10.1 above;
  - (d) considerations due to Inventors and Authors according to articles 15.1 and 24.1 above;
  - (e) according to articles 12 and 22 above, the amount of direct and indirect, borne and/or to be borne costs to file and maintain Patents and Registrations that shall be first paid off by the considerations received by the Politecnico following the stipulation of agreements set forth in articles 9 and 20.4 above;
  - (f) sanctions to be paid by the Researcher to the Politecnico in case of breach of the obligations set forth in these Regulations.
4. The Commission expresses its own opinion being:
  - 1) binding on the negotiating acts set forth in articles 9 and 20.4 above;
  - 2) not binding on criteria, guidelines and procedures concerning Inventions and Other Industrial and Intellectual Property Rights.
5. Whenever the Commission is invited to express its own opinions, it can accomplish all inquiries required for the most adequate and weighted evaluation, including the audition of the parties concerned by the case at issue.
6. For a deeper investigation of the different applications for patents and registrations sent in to its assessment, the Commission can invite experts to its works, who have a specific experience.
7. For all procedures and tasks set by these Regulations upon the Commission, the latter can even make use of authorised representatives, identified on the basis of specific professionalism, availability, promptness and inexpensiveness criteria. The appointment, which is valid only for the specified object, is established by the President of the Commission.

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\* Modified by Chancellor's Decree no. 141 dated 6.5.2010.



## Article 28

### Meetings of the Commission

1. The Commission meets, upon summoning by the President, at least every 6 (six) months or rather when the President, at his/her own sole discretion, considers as appropriate to summon it for reasons of particular importance or emergency. The Commission can be summoned even upon request of its members or the Governing Board.
2. In cases where the President, at his/her own sole discretion, considers as appropriate that the meeting is carried out as teleconference, videoconference or written consultation with any mean allowing to have evidence of the receipt by the recipients, he/she can opt for these modes of meeting, by specifying the choice in the notice containing the summoning.
3. The summoning is executed by written notice containing all subjects to be dealt with during the meeting, to be sent to all members of the Commission at least 5 days before the date determined for the meeting. The Commission has the right to order the integration of the agenda by particularly pressing subjects that could come up after the summoning sending.
4. At least 3 (three) members of the Commission have to be present at the meeting so as it is considered as valid.
5. The Commission decides by a majority of votes of its members taking part to the meeting; in case of an equal number of votes, the vote of the President prevails. The Commission can invite people concerned by particularly complex issues to take part to the meeting, but they cannot participate to the final decision in any case.
6. It is compulsory to give document evidence of the decisions adopted by the Commission, apart from the ways they are adopted.

## PART V

### FINAL AND TRANSITIONAL PROVISIONS

## Article 29

### Jurisdiction and venue

1. All disputes deriving from these Regulations shall be subject to the exclusive jurisdiction of the Court of Turin.

## Article 30

### Extension of the Commission in office

1. Until the establishment of the Commission set forth in Part IV of these Regulations, all functions set by these Regulations shall be exercised by the Patent Technical Commission set forth in Patent Regulations of the Politecnico di Torino, issued by Chancellor's Decree no. 261 dated 29 March 2001 and in force since 2 April 2001.

### Article 31

#### Regulation Issuance

1. These Regulations are deliberated by the Governing Board, upon the University Academic Senate's opinion, and it comes into force at the date set by Chancellor's Decree on Issuance.
2. These Regulations do not apply to Inventions, Other Industrial and Intellectual Property Rights achieved before the entry into force of these Regulations that are governed according to the previous Patent Regulation of the Politecnico di Torino, issued by Chancellor's Decree no. 261 dated 29 March 2001 and in force since 2 April 2001.
3. For all and any matters not expressly provided for herein, refer to the relative laws and regulations in force.

## ANNEX A

### CONFIDENTIALITY AGREEMENT - THIRD PARTIES TO THE POLITECNICO

[specify the name of the legal person or entity whom the confidential information is disclosed to], whose registered office is in [e], VAT No. [e], legally represented by Mr/Ms [e] (hereinafter, the “Recipient”)

#### WHEREAS

- A. the Politecnico di Torino through [specify Inventors' names], following the research activities carried out within the Department of [e], achieved results concerning [specify the object of the invention or achieved technology], which could be also covered by patent/registration or otherwise protected according to other forms set by law;
- B. results set forth in Recitals A above are confidential and shall be considered as Confidential Information according to Recitals C below;
- C. besides the results set forth in Recitals A, “Confidential Information” refers to any information, data, knowledge, findings, which can be covered or not by patent or rather by registration, *know-how* and any news of technical (concerning both the research and design activity and the industrial one), administrative or commercial nature of the Politecnico di Torino, (i) that is secret and has an economic value and (ii) that is disclosed to the Recipient orally, by writing or graphically or on a magnetic or electronic support or in any other form, including samples of material or product, in relation with [specify the object of the invention/other industrial and intellectual property rights or of the object of the achieved technology]. The possible applied patents/registrations regarding the results set forth in Recitals A above are considered as belonging to the Confidential Information until the confidentiality period set by law shall cease;
- D. Confidential Information is disclosed only to allow the Recipient carrying out an assessment about the technical feasibility, economic opportunity and his/her own interest to realise a project aimed at the development/prototyping/engineering of [specify the object of the development activity that will be carried out by the Recipient];
- E. in no case, it is possible to consider as Confidential Information that information for which an evidence can be provided that: (i) upon the disclosure it is already known or experts and operators of the sector can easily have access to it or it becomes so following the decision of the Politecnico di Torino, without any breach of this Confidentiality Agreement by the Recipient; (ii) its disclosure has been expressly authorised in advance in writing by the Politecnico di Torino.

NOW, THEREFORE, the Recipient hereto agrees as follows:

- 1. not to disclose neither totally nor partially, neither directly nor indirectly, in any form, the Confidential Information he/she receives from the Politecnico di Torino;
- 2. not to use neither totally nor partially, neither directly nor indirectly, the Confidential Information he/she receives from the Politecnico di Torino for purposes other than those specified in this Confidentiality Agreement;
- 3. not to communicate neither directly nor indirectly the fact that a negotiation is in progress with the Politecnico di Torino, regardless of the subsequent establishing;

4. to communicate the Confidential Information only to those, among employees and administrators, who (a) objectively need to be acquainted with it consistently with the purpose of this Confidentiality Agreement and (b) have previously complied with a confidentiality obligation in compliance with the provisions of this Confidentiality Agreement;
5. should another body be acquainted with the Confidential Information, (i) to make him/her comply with a confidentiality obligation in compliance with the provisions of this Confidentiality Agreement; (ii) to be responsible for the possible non-fulfilment of the provisions contained in this Confidentiality Agreement; (iii) to obtain the preventive written authorisation from the Politecnico di Torino;
6. if he/she is obliged to communicate or disclose the Confidential Information to fulfil a lawful order from any authority, to immediately inform the Politecnico di Torino by writing, in order to agree, if possible, the modes of communication;
7. to properly keep and preserve, by all reasonably adequate means, the Confidential Information of the Politecnico di Torino in case he/she shall be acquainted with it;
8. if the Politecnico di Torino has disclosed the Confidential Information to the Recipient on material supports or any other type of support, and if the Politecnico di Torino and the Recipient do not establish an agreement that has the development/prototyping/engineering of [*specify the object of the development activity that will be carried out by the Recipient*] as relevant object, to immediately give back to the Politecnico di Torino all material supports containing Confidential Information whose he/she took possess or rather upon written indication by the Politecnico itself, proceed to destroy it;
9. to comply with the obligations set forth in this Confidentiality Agreement for [5 (five)] years starting from the stipulation of this agreement or until the Confidential Information becomes common knowledge.

[place and date]

For [●]

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Mr/Ms [●] as [●]

**ANNEX B**

**APPLICATION FOR PATENT/REGISTRATION**

The Inventor(s)/Author(s), according to the Regulations on Industrial and Intellectual Property of the Politecnico di Torino, declare what follows:

**PERSONAL DATA OF THE PROPOSER**

- NAME AND SURNAME: .....
- DEPARTEMENT/HQ: .....
- TITLE/QUALIFICATION: .....
- PHONE: .....
- FAX: .....
- E-MAIL: .....

**TITLE OF THE INVENTION (OR OTHER INDUSTRIAL AND ITELLECTUAL PROPERTY RIGHT):**

.....

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.....

**DESCRIPTION OF THE INVENTION (OR OTHER INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHT):**

(specify the main features, the solved problem, the advantages compared to the products existing in the same scope of application, etc.)

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**INNOVATIVE TECHNICAL FEATURES:**

**PROJECT PROGRESS STATUS:**

(idea, prototype, etc...)

**MAIN SCOPE OF APPLICATION:**

**INTERESTING COUNTRIES:**

(list of Countries where eventually file patent/registration)

**STATE OF THE ART :**

(specify the results of the previous researches: patents, registrations or publications know in the field of the invention and the other industrial and intellectual property rights)

**POSSIBLE PUBLICATIONS MADE BY THE INVENTORS/AUTHORS IN THE FILED OF THE INVENTION (OR OTHER INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHT):**

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**SOURCE ACTIVITY OF THE INVENTION (OR OTHER INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHT):**

(Specify if it is an activity of free or financed research in the framework of research projects or contracts. If financed, specify the references)

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**POSSIBLE ON-GOING CONTRACTS FOR THE FURTHER EXPLOITATION OF THE INVENTION:** (Specify possible confidentiality agreements undersigned by third parties or further relevant undersigned agreements)

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**POSSIBLE CO-OWNERS:**

1. 

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2. 

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3. 

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4. 

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**CO-INVENTORS AND/OR CO-AUTHORS:**

(specifying the relevant legal status towards the Politecnico di Torino and the percentage of their contribution to the invention):

- 1. ....
- 2. ....
- 3. ....
- 4. ....

**REMARKS:**

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**CONFIDENTIALITY AGREEMENT**

The undersigned declare to have complied and they commit to comply with the confidentiality obligation regarding the progress of the researches and the object of the invention/other industrial and intellectual property rights, for which the protection is required, in order to preserve the needed requirements set by law and to obtain a valid patent/registration, except the possibility to disclose/publish the relevant data after the date when the application for patent/registration is provided, upon favourable decision of the Patent Commission.

**DATE**

**SIGNATURE**

**INVENTOR(S)/AUTHOR(S)**

.....  
.....

**DATA PROCESSING**

Data processing is authorised according to Legislative Decree dated 30 June 2003, no. 196 (Code on personal data protection) for the purposes contained in this application.

**DATE**

**SIGNATURE**

**INVENTOR(S)/AUTHOR(S)**

.....  
.....



**ANNEX C**

**COMMUNICATION OF APPLICATION ON BEHALF OF THE INVENTOR/AUTHOR**

According to the Regulations on Industrial and Intellectual Property of the Politecnico di Torino, the Inventor(s)/Author(s) declare that the specified innovation has been achieved in the framework of the Institutional Research, as defined in Article 1 of the Regulations on Industrial and Intellectual Property of the Politecnico di Torino and as governed by the latter, and that the Inventor(s)/Author(s) will proceed to patent/register on their own or to protect in the other forms set by law the achieved Invention, by bearing all costs and fees of its application and maintenance.

**INVENTOR(S)/AUTHOR(S) PERSONAL DATA**

- NAME AND SURNAME : .....
- DIPARTEMENT/HQ: .....
- TITLE/QUALIFICATION: .....
- PHONE: .....
- FAX: .....
- E-MAIL: .....

**TITLE OF THE INVENTION/OTHER INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS :**

.....

.....

.....

**DATE**

**SIGNATURE**

**INVENTOR(S)/AUTHOR(S)**

.....

.....

**DATA PROCESSING**

Data processing is authorised according to Legislative Decree dated 30 June 2003, no. 196 (Code on personal data protection) for the purposes contained in this application

**DATE**

**SIGNATURE**  
**INVENTOR(S)/AUTHOR(S)**

.....  
.....

**ANNEX D**

**ASSIGNMENT OFFER**

According to the Regulations on the Industrial and Intellectual Property of the Politecnico di Torino, the Inventor(s)/Author(s) declares/declare that the specified innovation, more analytically described in the Application for patent/registration hereto, has been achieved in the framework of the Institutional Research, as defined in Article 1 of the Regulations on the Industrial and intellectual property of the Politecnico di Torino and as governed by it.

In compliance with the provisions of the Regulations on Industrial and Intellectual Property of the Politecnico di Torino, the Inventor(s)/Author(s) offers/offer to the Politecnico di Torino, which can accept or not, at its sole discretion, the assignment of the right to apply for the patent/registration on its own and, more generally speaking, all property rights deriving from the specified innovation more analytically described in the Application for patent/registration hereto.

Should the Politecnico di Torino decide to accept the abovementioned assignment offer, once the procedures set forth in Articles 6 and 7/Articles 18 and 19 of the Regulations on Industrial and Intellectual Property of the Politecnico di Torino are executed, the parties shall undersign an appropriate contract of patent/registration rights assignment in favour of the Politecnico.

Furthermore, if the Politecnico di Torino decides to accept the abovementioned assignment offer, the Inventor(s)/Author(s) shall undersign and cooperate to finalize any needed document to apply for and obtain the patent/registration and they shall provide the Patent Commission with all information and documents they possess regarding the achieved innovation.

The Inventor(s)/Author(s) assure that no right of third parties exist on the innovation described in the Application for patent/registration hereto, which could void the patent/registration of the findings for and on behalf of the Politecnico di Torino and hamper its usage by the Politecnico di Torino and its successors in title.

**INVENTOR(S)/AUTOR(S) PERSONAL DATA:**

- NAME AND SURNAME: .....
- DEPARTEMENT/HQ: .....
- TITLE/QUALIFICATION: .....
- PHONE: .....
- FAX: .....
- E-MAIL: .....

**TITLE OF THE INVENTION/OTHER INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS:**

.....

.....

.....

**DATE**

**SIGNATURE**  
**INVENTOR(S)/AUTHOR(S)**

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