




**ISTITUTO  
ITALIANO DI  
TECNOLOGIA**

IIT Industrial Property Policy
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Revision	Description of Amendment	Author	Approval	Date
01	First Issue	T.T.	E.C.	23/11/2010
02	Art. 2.3, 7.3	T.T.	E.C.	15/12/2014
03	Articles 1.5, 4.1	T.T.	E.C.	21/10/2015
04	Total revision	T.T.	E.C.	22/07/2020

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## 1. Introduction and definitions


### 1.1 Introduction

IIT aims, as part of its institutional purposes, to promote the technological development of the country, and facilitate the transition of the national productive system towards high-tech equipment, developing and enhancing, jointly with companies as well, knowledge contributing to the generation of products, services and new strategic industrial sectors for national competitiveness.

Within this framework, IIT intends to promote the development and enhancement of Industrial Property arising from the results of the Institute's research, facilitating moreover its use through assignments, licences and/or other forms of agreement enabling a commercial and/or industrial use thereof.

### 1.2 Definitions

Name	Abbreviation	Description
IIT	IIT	Fondazione Istituto Italiano di Tecnologia (Italian Technology Institute Foundation).
Industrial Property Code	CPI	Industrial Property Code (Legislative Decree No. 30 of 10 February 2005, coordinated and updated, most recently, through the amendments introduced by Legislative Decree No. 34 of 30 April 2019, as amended by Law No. 58 of 28 June 2019).
Invention		Any useful result of scientific research that has patrimonial value and/or is susceptible of an exclusive right, such as patents for industrial inventions, software, microbiological processes or products, industrial designs and models, know-how, and trademarks, as defined and regulated in the CPI.
Protection		The protection of Industrial Property, achievable in various ways, including, among others, patents for INVENTION, registrations of designs and models, and trademarks. What is meant by patents are, moreover, those envisaged by international conventions, by EU law, by national legislation or by the legislation of any other state.
Rights to the invention		Any exclusive right to the INVENTION governed by international conventions, by EU law, by national legislation or by the legislation of any other state.
Employed Staff		Employees of IIT of any kind, on a fixed term or indefinite duration basis.
		Parties to collaboration and any kind of contracts
Collaborators and service providers		

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Name	Abbreviation	Description
Affiliated Staff		EMPLOYEES and/or INDEPENDENT COLLABORATORS of Universities, other public or private Research Institutions, who perform activity on behalf of IIT, using IIT's economic and instrumental resources in compliance with the provisions of the letter granting affiliation with IIT
Inventor		EMPLOYEES, COLLABORATORS AND SERVICE PROVIDERS, AFFILIATED STAFF AND STAFF), who conceive or implement an INVENTION.

### 1.3 Main actors and responsibilities


Name	Abbreviation	Responsibility
Technology Transfer Department	TTD	Process manager.
Scientific Director	SD	He or she decides on the protection of inventions, on the extension and furtherance and on the defence of protection.
Principal Investigator	PI	Principal Investigator of the Research Line or Facility the invention originates from. He or she interfaces with TTD and SD on technical issues where required and necessary.
Compliance Department	CD	He or she provides opinions and consultancy for specific duties where required and necessary.

## 2. Implementation

### *Art. 1. Ownership of rights to inventions*

1.1 Moral Rights. The INVENTOR is entitled to the moral rights to his or her own INVENTION, which are inalienable.

1.2 Inventions of EMPLOYED STAFF. In accordance with Art. 64 of the CPI, IIT is entitled to all patrimonial rights to the inventions realised by the EMPLOYED STAFF within the scope of any research activity developed by using equipment, structures and/or funds and economic resources administered by IIT, whether conducted independently or pursuant to any research and/or consultancy agreement on behalf of third parties, or pursuant to any loan agreement granted by local, national and international bodies or institutions. The fair remuneration due to the Inventor in accordance with Art. 64(2) of the CPI is stipulated in Art. 6.1 of these Regulations as amounting to 1/3 of the resulting income.

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1.3 Inventions of COLLABORATORS AND SERVICE PROVIDERS The provisions relating to the EMPLOYED STAFF, mentioned under point 1.2, also apply to IIT's COLLABORATORS AND SERVICE PROVIDERS, unless otherwise provided for in the individual contract in force between the parties.

1.4 Inventions of AFFILIATED STAFF The patrimonial rights to the inventions realised by the AFFILIATED STAFF within the scope of a research conducted at least partially by using equipment, structures and/or funds and economic resources administered by IIT are governed by specific agreements between IIT and the Institution the AFFILIATED STAFF who realised the INVENTION belong to.

1.5 Any inventions arising from activities carried out on their own by EMPLOYEES and by IIT's COLLABORATORS AND SERVICE PROVIDERS outside their specific job tasks, without using IIT's equipment or materials and unrelated to their job duties and assignments at the Institute, are excluded from the scope of the foregoing.

## *Art.2. Duties*


2.1 The Scientific Director decides on the PROTECTION of inventions, on the extension and furtherance and on defence of the PROTECTION, relying on the assessments of the Technology Transfer Department and if need be of the Principal Investigator of the Research Line or Facility the INVENTION originates from.

In particular, the Scientific Director authorises, in the event of PROTECTION by patent

- a) The filing of a new priority claim
- b) The extension and furtherance abroad, including the international PCT (Patent Cooperation Treaty) extension and the subsequent national phases, as per the method specified below in Art. 4.2
- c) The abandonment of a patent or patent application, save for the abandonment of those Italian patents or Italian patent claims for which the European patent prevails in the event of cumulative protections, in accordance with Art. 59 of the CPI.

2.2 The Technology Transfer Department (TTD):

- a) examines the INVENTION to check the requirements of novelty and inventive activity for the purposes of PROTECTION of the INVENTION;
- b) reports to the Scientific Director on the PROTECTION of inventions, extension of the PROTECTION abroad, and perpetuation of the PROTECTION;

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- c) elaborates and activates the strategies serving IIT best and aimed at the PROTECTION and enhancement of the INVENTION;
- d) provides an assessment of the potential for industrial use of the INVENTION;
- e) looks directly after and/or provides support to the negotiation activity targeting the industry-bound transfer of the INVENTION;
- f) manages, wherever necessary, the relationships with professionals tasked with drawing up the documentation necessary for PROTECTION;
- g) supports the IIT structures concerning Industrial Property in contracts and research projects within a local, national and international context;
- h) takes care of relationships on the protection of Industrial Property and technology transfer with universities, research institutions and companies, at national, EU and international level;

The aforementioned activities, particularly those described under points a-e, are always carried out through the full involvement, support of and interaction with the INVENTORS, being an essential prerequisite to pursue a correct PROTECTION and an effective enhancement of the Industrial Property generated.

2.3 The Inventor, with a view to contributing to the PROTECTION and to the enhancement of the INVENTION he or she is the author of, is bound to:

- a) promptly notify the Principal Investigator of the Research Line or Facility his or her assignment is related to of any research result that might presumably represent an INVENTION;
- b) submit to the TTD the research results that might presumably represent an INVENTION, in order to activate the PROTECTION procedure;
- c) preserve the confidentiality of the INVENTION for long as necessary to ensure its PROTECTION;
- d) provide technical-scientific support to the TTD during the PROTECTION procedure;
- e) provide technical-scientific support to the TTD for the technology transfer and PROTECTION management activity;
- f) notify the TTD Office of any form of relationship susceptible of generating a conflict of interests as indicated in the Code of Scientific Conduct and by the procedure for managing Conflicts of interests, so as to enable the office to adopt, relying to that end on the consultancy of the Compliance Department, the suitable actions for assessing and formulating contracts and agreements.

Furthermore, the TTD:

g) draws up the reports concerning the portfolio of Industrial Property securities for the Foundation Bodies and the Monitoring Departments, as well as the statements of account and forecast budgets Industrial Property

### *Art. 3. Confidentiality*

3.1 The INVENTOR, in his or her own interest and in that of IIT, is obliged to observe utmost confidentiality in respect of the INVENTION he or she is realising or has realised, lest he or she undermine its PROTECTION, in particular to preserve the requirement of absolute novelty, which is necessary to be able to obtain a valid patent.

3.2 If the INVENTOR is of the opinion that he or she has realised an INVENTION, before publishing or disseminating it in any manner he or she is bound to approach the TTD, in order to receive support for such assessment and agree on the disclosure methods without jeopardising its possible protection.

3.3 If the information about the INVENTION must be disclosed to parties external to IIT, for instance on grounds associated with implementation of its parts, characterisation, testing and analysis, the INVENTOR must obtain, with the support of the TTD, the stipulation of a confidentiality undertaking about the information to be transmitted by the party bound to receive such information.

### *Art. 4. Protection, extension and abandonment of protection procedure*

#### 4.1 Protection of inventions:

- a) the INVENTOR informs the TTD of the INVENTION, even before the same is converted into a practical form, by notifying the Principal Investigator of the Research Line or Facility his or her assignment is related to, b) the TTD, with the collaboration of the INVENTOR, examines the INVENTION, and assesses its possible protection and the potential for its exploitation;
- c) the TTD submits its own assessment to the Scientific Director, who, having heard if need be both the INVENTOR and the Principal Investigator of the Research Line or Facility the INVENTION originates from, authorises or otherwise the PROTECTION of the INVENTION;
- d) the TTD notifies the INVENTOR of said authorisation and, if so, launches the PROTECTION process.

#### 4.2 Extension of the PROTECTION abroad:

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- a) in due time, and in any event before the expiry of the priority period referred to in Art. 4 of the CPI, the TTD will assess the convenience of extending the protection abroad, liaising to that end with the INVENTOR regarding the validity, the technical-scientific developments of the INVENTION, and the enhancement opportunities;
- b) the TTD submits its own assessment to the Scientific Director who, having heard if need be both the INVENTOR and the Principal Investigator of the Research Line or Facility the INVENTION originates from, authorises or otherwise the extension and furtherance of the PROTECTION, including the international PCT extension and the subsequent national phases;
- c) in particular, once authorisation has been obtained from the Scientific Director for extension and furtherance abroad, the geographical cover of the PROTECTION, determined for instance by the national phases subsequent to the PCT extension, will be agreed upon at a later time with the TTD, after hearing the INVENTOR and if need be the Principal Investigator based on the actual prospects of enhancing the INVENTION and on the budget available to the TTD.

#### 4.3 Maintenance and abandonment of the PROTECTION:

- a) starting from the filing date of an application for PROTECTION, the PROTECTION is ensured for a period of time that depends on the type of PROTECTION itself and on the reference territory. Once said period has elapsed, and in the event that the patent or the application for PROTECTION has not been licensed for use or is not otherwise exploited, the TTD expresses its own assessment on whether it is appropriate to maintain the PROTECTION for the subsequent period of time;
- b) if the TTD, relying on the INVENTOR's collaboration, is of the view that PROTECTION of the INVENTION should be abandoned, the TTD submits its own assessment to the Scientific Director who, having heard if need be the INVENTOR and the Principal Investigator of the Research Line or Facility the INVENTION originates from, authorises or otherwise the abandonment of the PROTECTION;
- c) whatever under the letter b) does not apply to Italian patents or Italian patent claims for which the European patent prevails in the event of cumulative protections, in accordance with Art. 59 of the CPI, the same may be abandoned without the need for explicit authorisation;

### *Art. 5. Enhancement of Industrial Property*

5.1 In order to enhance and economically exploit an INVENTION or some other technological knowledge it owns, IIT may:

- a) set up and/or participate in collaborative and/or associative forms with other public or private subjects;



- b) assign to third parties the INVENTION and the related PROTECTION rights, grant them licences to use the rights to the protected INVENTION, on an exclusive basis as well, and assign the protected INVENTION and the rights associated therewith.
- c) enhance and directly and independently apply the technological knowledge, the inventions and the research products in general, identifying the most appropriate tools, forms and resources, within the limits of the laws and regulations in force and in compliance with its own Regulations.

#### *Art. 6. Allocation of income from the enhancement of IIT Industrial Property*

6.1 The income from the enhancement of the inventions and the Industrial Property generally, referred to in art. 5 hereof, will be divided according to the following percentages, year by year:

<i>Inventors</i>	<i>1/3</i>
<i>IIT</i>	<i>2/3</i>
<i>of which General Provision</i>	<i>85%</i>
<i>of which TTD</i>	<i>15%</i>

6.2 The income share to be divided between the INVENTORS is understood as being net of the costs of filing, maintenance, dissemination, enhancement and promotion of the PROTECTION.

6.3 If the INVENTION is realised by more than one INVENTOR, the income will be divided proportionately to the contribution each of them made to the INVENTION. In the absence of any specific indication on which the INVENTORS have reached agreement in good faith, an equal contribution will be presumed.

#### *Art.7. Final provisions*

7.1 This Policy comes into force upon its publication on the Intranet.

7.2 The adequacy of these Regulations is periodically checked by the TTD, pursuant to any changes in IIT procedures, services and strategies, and any amendments to Italian and EU Industrial Property laws.

7.3 The Foundation actors involved in the decisional process of the PROTECTION, extension and abandonment of PROTECTION procedure, the enhancement of Industrial Property and the allocation of income from the enhancement of Industrial Property, operate in accordance with the Guidelines laid down in the Foundation's Code of Scientific Conduct and in compliance with the rules included in the Procedure for managing the Foundation's Conflict of interests.