

# UNIVERSITY REGULATIONS ON RESEARCH KNOWLEDGE VALORISATION

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### ARTICLE 1 - DEFINITIONS

For the purposes of these Regulations, the following definitions shall apply:

**Author(s)** - Person(s) who, either individually or jointly with others, create(s) a work protectable under national (Italian Law No. 633 of 22 April 1941), European Union and international copyright law.

**Research Activity** - The activity aimed at scientific research carried out by Staff. Research Activity includes Institutional Research and Restricted Research.

**Patent(s)** - Industrial Property Right(s) by virtue of which the holder is granted a temporary monopoly of exploitation of an invention consisting of the exclusive right to make it, dispose of it and make commercial use of it, prohibiting such activities to other unauthorised parties, pursuant to and for the purposes of national (Italian Code of Industrial Property, CPI), European and international law. The Regulations refer to Patent(s) to indicate exclusive rights to industrial inventions, biotechnological inventions, utility models, patents and certificates for plant varieties, topographies of semiconductor products. For the purposes of these Regulations, the term Patent(s) means both the Patent application(s) and the Patent(s) granted.

**Commission for Knowledge Valorisation (or CKC or Commission)** - A Commission envisaged and governed by the Regulations that expresses its opinion on how the results of Research Activities are exploited; assesses applications for accreditation of Spin-off companies and provides the University bodies with a non-binding opinion; assesses applications for accreditation of Start-ups promoted by Students or External University Staff; draws up the affiliation programme and supports its development by monitoring its implementation.

**Consulting** - Guidance and formulation of opinions and consultations on technical and/or scientific problems on the basis of the know-how already possessed by the consultant.

**CPI** - Italian Legislative Decree No. 30 of 10 February 2005 - Italian Code of Industrial Property.

**Copyrights** - Rights of an economic nature in Intellectual Properties recognised and/or assigned by Copyright Law, including related rights.

**Industrial Property Rights** - Industrial Property Rights conferred by national, European Union and international legislation on Industrial Property, such as trademarks, domain names, geographical indications and appellations of origin, etc. – Patents and designs and trade secrets.

**Intellectual Property Rights (or Intellectual Property or IP)** - Copyrights and Industrial Property Rights taken together.

**Public Disclosure** - The communication of IP-related information to external parties. Public disclosure includes, but is not limited to: disclosure in written or oral form; communication via e-mail; publication on a website or blog; disclosure in a news story, press release or interview; publication in a journal, abstract, poster or report; presentation at a conference; discussion of a thesis; demonstration of an invention at a trade fair; industrial application of an invention.

**FCF - Fondazione Università Ca' Foscari Venezia** - An instrumental body supporting the University in enhancing activities related to its mission and promoting new initiatives in terms of public engagement at national and international level.

**Confidential Information** - All information provided in tangible and/or intangible form including, but not limited to, deeds, documents, designs, product samples, data, analyses, reports, studies, graphical representations, drawings, evaluations, reports relating to technology and production processes, models, tables that are exchanged between external parties and University Staff within the scope of Research Activities or aimed at their initiation, expressly identified and indicated as confidential/reserved in writing.

**Inventor(s)** - The Author(s) of an invention or other work or form protected by one of the Industrial Property Rights referred to in the CPI.

**Copyright Law** - Italian Law No. 633 of 22 April 1941.

**Intellectual Property** - The result(s) of the creative effort for which the exclusive rights under Copyright Law may be exercised.

**Participants** - Those who participate in the activity of a Spin-off.

**Special Intellectual Property** - Works consisting of software, databases, designs and models as defined by the Copyright Law and the Italian Code of Industrial Property (CPI).

**Staff** - Tenured Professors, Researchers on permanent contracts, Researchers on fixed-term type a contracts (RTDa), researchers on fixed-term type b contracts (RTDb), researchers on fixed-term tenure-track contracts (RTI), holders of research contracts, holders of research grant contracts (research fellows), Technical and Administrative Staff, students enrolled on a PhD programme (excluding those on industrial PhDs), as defined by the University's Regulation on PhDs (PhD students), who – either as employees or as collaborators – rely on the structures, equipment and economic resources of the University or, in any case, on the economic resources administered by the latter in the performance of their duties and tasks.

**PINK** - The Research Area's Office for the Promotion of Innovation and Know-how, which oversees knowledge transfer and research valorisation procedures.

**Proponents** - Those who may propose the establishment of a “Spin-off of Ca' Foscari University of Venice”. This category includes the University Staff, as defined above, with the exception of the Technical and Administrative Staff (who may possibly participate in Spin-off initiatives but not propose their accreditation).

**Institutional Research** - All research activities other than Restricted Research.

**Restricted Research** - Research funded in whole or in part by parties other than the University or in any case conducted under agreements of any kind signed by the University with third parties.

**Results** - Result of the Research Activity potentially capable of being filed/patented/registered or otherwise protected as an Intellectual Property Right (e.g., scientific/literary works, software, databases, photographic images, confidential information and data, inventions, know-how, designs and models, utility models, topographies of semiconductor products, plant varieties, etc.).

**Trade Secrets** - All business and technical-industrial information and experience, including commercial information, which is “secret” (in the sense that it is not known or readily accessible to experts and operators in the sector either in its entirety or in the precise configuration and combination of its elements), which has “economic value” insofar as it is secret and which “is subject to measures deemed reasonably appropriate to maintain it secret”, protectable under the applicable national (Articles 98 and 99 CPI) and European Union law.

**Spin-offs** - Joint-stock companies, also in co-operative form, aimed at enhancing the results of research through the development of innovative products and services, which are promoted and owned by Teaching Staff, researchers, holders of research contracts and/or Research Fellows and PhD students, established within the previous 5 years and accredited within 1 year from the date of incorporation.

**Spinout** - A company that loses its accreditation as a Spin-off due to the following reasons: exceeding the time limit, autonomous renunciation, corporate operations that lead to the growth of the company and the simultaneous loss of the qualifications (e.g., the entry of new partners who take over all of the Proponents' shares).

**Start-up** - A recently created enterprise that aims at growing with a scalable and repeatable business model characterised by replicability of the business, scalability of the model, intrinsic innovation and temporariness. In the Regulations, Start-ups differ from Spin-offs in that they are not promoted, participated in and/or managed by Internal University Staff (Lecturers and Professors, Researchers on fixed or open-ended contracts, Technical and Administrative Staff), but by Students, Undergraduates and Recent Graduates. PhD students and post-doctoral fellows of the University who wish to promote an entrepreneurial initiative without the participation of Internal University Staff may alternatively apply for accreditation as a Spin-off or Start-up.

**Students** - Students enrolled at the University.

**Valorisation** - Any form of use of Intellectual Property aimed at generating value particularly in the form of a marketable product, process or service.

**Visitor** - An Italian or foreign scholar of high scientific standing belonging to a foreign university, institution or body, called upon to carry out teaching activities, including seminars, as part of a course of study or a PhD programme and/or Research Activities in collaboration with University Teaching Staff.

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## ARTICLE 2 - SUBJECT MATTER, GENERAL PRINCIPLES AND SCOPE OF APPLICATION

Ca' Foscari University of Venice protects and enhances the results deriving from its Research Activity in order to contribute to the social, cultural and economic development of society, in compliance with the reference legislation and with the responsibilities related to its nature as a public institution at the service of the community.

The Regulations shall govern:

- the modalities for the management of Intellectual Property Rights, confidentiality of data and information within the Research Activities, in particular those carried out in collaboration with or on behalf of third parties;
- the activities and modalities of participation in Ca' Foscari innovation ecosystem;
- the modalities for the establishment of Spin-offs, their relations with the University and the regime of authorisations for employees to join Spin-offs;
- the criteria for the accreditation of Start-ups promoted by Students;
- the criteria for the participation of enterprises in the University affiliation programme.

The Regulations shall apply to all Staff and Students.

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## ARTICLE 3 - COMMISSION FOR KNOWLEDGE VALORISATION

The Commission shall be established by Rector's Decree after consultation with the Academic Senate.

The Commission, whose term of office is three years, shall be composed of:

- the Rector or their delegate, who shall chair it;
- the Head of Administration or their delegate;
- two members, one with economic-management expertise and one with legal expertise;
- eight members designated by the Departments.

The functions of secretary shall be performed by the Head of Administration or their delegate.

The President may convene for consultative purposes a maximum of two external experts with proven scientific, legal and/or economic qualifications and experience in the field of Intellectual Property, entrepreneurship and, more generally, the valorisation of research knowledge.

The external subjects participating in the work of the Commission shall be required to sign a prior undertaking regarding the obligation of secrecy of the information acquired.

The Commission shall meet periodically, and in any case at least once a year, when convened by the President. The convocation shall be arranged by means of a notice sent by e-mail by PINK indicating the topics to be dealt with.

For a meeting of the Commission to be valid, half of its members plus one must be present. Resolutions shall be validly passed by an absolute majority of those present; in the event of a tie, the President shall have the casting vote.

It is the right of the Commission to delegate decisions on specific issues, for example those related to the protection of industrial property that often require rapid procedures, to a smaller group of its members.

At its first meeting, the Commission, by an absolute majority of its members, shall subject its work and equip itself with the appropriate tools to fully perform its task.

The Commission shall have the following tasks:

- monitoring the correct application of the Regulations;
- deliberating, deciding whether or not to proceed, on requests for filing/patenting/registration or otherwise protection of the results of the Research Activity that may constitute Intellectual Property Rights submitted by the Inventors/Authors and/or their respective structures;
- deliberating, deciding whether or not to proceed, on requests for European or international extension of Patent applications within the terms envisaged for the exercise of the Priority Right;
- providing opinions to the University bodies on criteria, guidelines and procedures regarding Intellectual Property Rights;
- providing the Academic Senate and the Board of Governors with a non-binding mandatory opinion on each proposal to set up a Spin-off;
- submitting to the Governing Bodies a three-yearly monitoring report on the status of Spin-offs;
- on the basis of the guidelines approved by the Governing Bodies, defining in detail the affiliation programme;
- assessing and, if necessary, approving requests for accreditation to Ca' Foscari innovation ecosystem by start-ups promoted by Ca' Foscari students;
- evaluating and possibly approving affiliation requests coming from external subjects.

## INTELLECTUAL PROPERTY POLICY

### ARTICLE 4 - OWNERSHIP OF INTELLECTUAL PROPERTY AND RIGHTS OF USE

Intellectual Property Rights over the results of Research Activities shall belong to the University or to the Authors/Inventors, Staff or Students, according to the provisions of the Law, these Regulations and/or the contract that subjects the relationship between the University and the Author/Inventor.

In the context of Institutional Research, the Authors/Inventors, Professors and Researchers shall be entitled to Industrial Property Rights in relation to Patents, in accordance with the provisions of Art. 65 of the CPI, as well as to Copyrights on Intellectual Property in accordance with Copyright Law, with the exclusion of Copyrights on Special Intellectual Properties: the latter shall be vested in the University.

In the field of Institutional Research, the University shall be entitled to Industrial Property Rights over the results of the research and to Copyrights over Special Intellectual Properties developed by scholarship holders, holders of research contracts, Research Fellows and PhD students.

Within the scope of the Restricted Research, the University or third parties with whom the University has entered into or will enter into specific agreements shall be entitled to the Industrial Property Rights over the results of the research, pursuant to Section 65, paragraph 5 of the CPI, as well as to the Copyrights over the Special Intellectual Properties pursuant to Copyright Law.

The Author/Inventor shall in any case retain the moral rights to the Intellectual Property/Invention realised by them.

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#### 4.1 IP CREATED BY STAFF

In the course of the Research and Restricted Research Activity, any member of Staff who produces a result that is potentially capable of being patented, registered or otherwise protected by Intellectual Property law shall notify PINK, which shall carry out a preliminary technical examination as to the possibility of providing protection and:

- if Intellectual Property Rights pertain to the University, submit to the Commission the relevant documentation for decisions pertaining to valorisation, in the interest of the University and the Staff involved;
- if Intellectual Property Rights pertain to the Staff, communicate to the Staff the results of the verification for the exercise of the rights due under the Law and in particular Article 65 of the CPI. Staff holding

Intellectual Property Rights who decide to avail themselves of the technical and financial support of the University for protection must promptly send a request to the Commission, through PINK, undertaking to sign a suitable transfer contract.

Inventors must maintain secrecy and take reasonable measures to maintain absolute secrecy as to the content of the Result achieved.

Staff spending periods of research at third bodies and institutions shall make the provisions contained in the Regulations known to them. If necessary, the Staff involved may request the University to negotiate specific agreements with the hosting body.

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#### 4.2 IP CREATED BY STUDENTS

Intellectual Property Rights over the results achieved by Students are vested in the Students themselves, subject to the provisions of the Regulations in the case of involvement in Restricted Research Activities.

Students holding Intellectual Property Rights may request the technical support of the University for their protection/valorisation. In this case, the application, which must be sent to the Commission through PINK, must contain the Student's commitment to sign a suitable contract for the transfer of the Intellectual Property Rights to the University.

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#### 4.3 IP CREATED BY VISITORS

Upon arrival at the University, visitors must sign a declaration in which they:

- attest to knowledge of the University's policies and regulations on Intellectual Property;
- declare that they are aware of the agreements entered into by the University with their body on Intellectual Property and undertake to comply with the terms of such agreements; alternatively, in the absence of such agreements, they shall recognise that the University is the holder of the Industrial Property Rights on the results achieved during the period of Research Activity carried out at the University's facilities.

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#### 4.4 IP CREATED BY SPIN-OFFS OR SPIN-OFF PROPONENTS

Intellectual Property Rights over the results of the research carried out by the Spin-off are vested in the Spin-off itself.

The provision set forth in the preceding paragraph shall not apply if the research results:

- were generated prior to the establishment of the Spin-off;
- have been obtained in the context of collaborations with University structures or with the contribution of holders of research contracts, Research Fellows and PhD students of the University, regardless of the relationship between these subjects and the Spin-off, unless they are among the Proponents of the Spin-off.

In these hypotheses, the Intellectual Property Rights belong to the University and the Spin-off, in community with each other.

Any transfer of the University's share of the Intellectual Property Rights to the Spin-off may take place only on the basis of licensing or assignment agreements formulated against a specific economic proposal. In the event of an agreement for an exclusive licence, the Spin-off will grant the University an option to sell its share to be exercised indicatively within 9 months from the stipulation. The sale price shall in any event take into account the costs incurred by the University for the relevant protection, which shall be entirely covered.

Any partner of the Spin-off who is an Inventor/Author of Inventions/Intellectual Properties owned by the University, which is the subject of a transfer/licence in favour of the Spin-off, shall not have access to the allocations made by the University on the proceeds of the said exploitation. The unpaid portion shall be allocated to the strengthening of the University's knowledge transfer activities.

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### ARTICLE 5 - PUBLICATION, TRADE SECRETS AND CONFIDENTIALITY AGREEMENTS

The University encourages and supports the right of Authors/Inventors to make decisions on the publication of the results of their research. Also for this purpose and in order not to jeopardise the protection through premature disclosure, the Staff must strive to ensure that Patents and/or Special Intellectual Properties are identified as soon as possible.

In relation to the intrinsic purpose of the University, which is to make the results of its Research Activities publicly accessible, for the purposes of the Regulations, Trade Secrets shall be regulated only insofar as they are functional to the activity of filing/patenting/registration, entrepreneurial exploitation of the Research and/or Restricted Research in accordance with the provisions of Article 4 above.

Confidentiality obligations contained in agreements of any kind entered into by the University, in particular those for the performance of Research and Valorisation of Research Results as well as those functional to the start-up of Research Projects/Activities, shall be primarily borne by the Staff involved in the activities, in compliance with the guidelines of Annex 1. The person responsible for such agreements shall assume the role of Confidential Information Contact Person and shall ensure that each person to whom confidential information is passed signs a suitable undertaking of confidentiality under the terms negotiated with the other party.

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## **ARTICLE 6 - RESEARCH CONTRACTS AND CONTRACTS FOR THE VALORISATION OF IP**

The participation of Staff and Students in Restricted Research Activities is subject to the acceptance by the individual participant of the provisions on Intellectual Property Rights contained in the agreements entered into by the University with third-party bodies, with an explicit commitment to comply with the above provisions.

The ownership and use of Intellectual Property Rights in relation to the results achieved in Collaborative and/or Commissioned Research Activities shall be negotiated with the third parties in accordance with the guidelines in Annex 1. The University shall provide Staff and its structures with standard contractual schemes and/or standard clauses for the management of Intellectual Property Rights in agreements with third parties.

Should it be necessary to derogate from these provisions, Staff shall exercise all due diligence in the negotiation, involving the relevant structures and PINK from the earliest stages of the negotiation.

Any exceptions to what is set out in the Regulations must be approved by Rectoral Decree upon the motivated request of the Head of Research.

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## **ARTICLE 7 - PROTECTION OF RESULTS**

Any member of Staff who, in the course of the Research Activity, produces a result that is potentially capable of being filed/patented/registered or otherwise protected as Intellectual Property Rights must immediately notify PINK using the forms approved and made available by the Commission.

The notification must contain the following information:

- a summary description of the Result;
- essential information for the evaluation of the technical characteristics, functions, patentability requirements, etc.;
- the name of the Inventors/Authors, their qualifications and the contribution of each to the Result;
- any agreements entered into with third parties regarding Intellectual Property Rights over the Result;
- should the Intellectual Property Rights over the Result pertain to Staff, a request for technical and financial support from the University for their protection and a commitment to their transfer to the University.

PINK shall then verify the requirements for the protection of the Result by immediately informing the Inventors/Authors of the outcome.

Should the requirements for the protection of the Result be fulfilled, and should the Intellectual Property Rights pertain to the University or should the Authors/Inventors request the technical and financial support of the University for the protection of the Result, the Authors/Inventors may be requested to supplement the submitted documentation by providing further elements for the evaluation, such as:

- a preliminary verification of the Result's protectability requirements under the CPI or Italian Copyright Law;
- industrial sectors potentially interested in the Patent/ Special Intellectual Property;
- companies potentially interested in the joint use and/or development of the Patent/ Special Intellectual Property;
- a rough estimate of the costs necessary to develop the Patent/ Special Intellectual Property.

The notification shall be forwarded to the Commission, which shall deliberate within 30 days from the date of notification. The Commission may request the Inventors/Authors to supplement the submitted documentation with any necessary and/or useful information for the purposes of making its decision. In this case, the above deadline shall remain suspended until the delivery of the requested supplementary documentation. The result of the decision shall be forwarded to the Inventors/Authors who, in the event of a decision in favour of protection, shall be called upon to cooperate with PINK for the procedures necessary to obtain protection and, if necessary, to sign the necessary assignment deeds.

If a patent application has been filed, upon receipt of the search report and in any case within eleven months from the filing of the first application for protection of the invention, the President shall convene the Commission in order to evaluate the extension of protection, which may be decided in consideration of:

- technical-scientific and commercial opportunities to extend the Patent;
- the commitment of the Inventor(s) to contribute to the related costs.

PINK shall inform the Inventors of the outcome of the procedure.

Should the Commission decide not to proceed with the extension or to limit the extension of the Patent to certain countries, the Inventors, unless otherwise agreed upon by the parties in the relevant contract for the assignment of the rights deriving from the Invention, shall have the right to independently proceed with the foreign extension in their own name and at their own expense. The Inventors shall in any case undertake to recognise to the University not less than 20% of any economic benefits deriving from the exploitation of the Invention in the foreign countries subject to autonomous extension.

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## **ARTICLE 8 - VALORISATION OF INTELLECTUAL PROPERTY**

The University may enhance and economically exploit the Intellectual Property Rights it owns through agreements with other public or private entities interested in the development and application of knowledge and inventive products owned by the University. To this end, the University may also enter into agreements for the transfer of Intellectual Property Rights.

In compliance with the regulations in force and a general principle of competition and in order to identify the assignee or licensee of the Intellectual Property, the University shall publish on its website all the Inventions/Intellectual Property that it intends to exploit through assignment/licensing agreements.

After 30 days from the date of publication on the website, the Rector or a Delegate appointed for this purpose (hereinafter "Delegate"), shall evaluate, in agreement with the Commission and the Inventors/Authors, any offers received on the basis of the following criteria:

- returns for the University;
- the possibility of giving visibility and promoting the University's Research;
- the entrepreneurial capacity and industrial resources of the assignee/licensee;
- ethical and socially useful purposes.

If no bids have been submitted by the deadline referred to in paragraph 3, the Rector or the Delegate, having consulted the Commission, may initiate and conduct direct negotiation procedures with third parties in order to proceed with the stipulation of assignment or licensing contracts.

The Rector or the Delegate shall submit for the approval of the Board of Governors of the University the stipulation of the aforesaid contracts in the cases in which they deem there to be criticalities with regard to the assessment of the criteria set forth in paragraph 3 and the protection of the image of the University.

All contracts for the permanent or temporary transfer of the rights referred to in paragraph 1 are for consideration, in accordance with the applicable law and the University's regulations.

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## ARTICLE 9 - INCENTIVES AND DISTRIBUTION OF VALORISATION REVENUES

The fees acquired by the University, net of the relevant expenses incurred for the protection, such as the filing, maintenance and administration costs of a Patent, shall be assigned at least 50% to the Inventor/Author.

This percentage may be increased to 70% in the event that the Inventor/Author waives the payment of such remuneration in favour of setting it aside in their research funds.

The remaining portion shall be split between the relevant structure of the Author/Inventor and the Support fund for research and internationalisation activities (FSRI) to the extent of 40% and 60% respectively. The share in favour of the FSRI shall be used for the funding and encouragement of knowledge and technology transfer activities.

Should a patent application be submitted in the name of Staff, the share due to the University of the proceeds deriving from the exploitation of the invention, after deducting all the expenses incurred in obtaining and maintaining the patent, shall be set at 50% of the same (Art. 65 CPI). After five years from the date of the granting of the Patent, if the Inventor or their assignees have not begun the industrial exploitation of the invention for reasons attributable to them, the University shall automatically acquire a free, non-exclusive right to exploit the invention and the patrimonial rights connected to it, or to have them exploited by third parties, without prejudice to the Inventor's right to be recognised as the Author.

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## CA' FOSCARI INNOVATION ECOSYSTEM

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### ARTICLE 10 - PURPOSE

Ca' Foscari innovation ecosystem is the network of innovators who recognise themselves in the University and are committed to renewing its inventive vitality through mutual support, mentoring, exchange of knowledge, practices and ideas. Through the ecosystem, the University intends to formalise the constitution of a research, training and innovation development programme shared with companies, institutions and civil society expressions favouring Knowledge Valorisation, Collaborative and Applied Research, and support to the entrepreneurship of young Researchers and Students.

The ecosystem includes students, PhD students, Research Fellows, Start-ups and Spin-offs, companies and public and private institutions that share a common goal of social and economic development.

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### ARTICLE 11 - SPIN-OFF COMPANIES

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#### 11.1 - STAFF PARTICIPATION

The members of the Board of Governors, the Rector, the members of the Academic Senate, the Directors of the Departments and the professors and researchers identified in Annex 2 to the Regulations may not hold management and administrative positions in Spin-offs. This is without prejudice to the case in which the Department Director or the persons identified in Annex 2 are appointed by Ca' Foscari to be members of the Board of Directors of Spin-offs of which they are not partners or Proponents. Should amendments to Annex 2 be necessary, they shall be approved by Rectoral Decree upon the proposal of the Commission.

Without prejudice to the provisions of the preceding paragraph, University Staff and physical persons external to the University who meet the following criteria may take part in the Spin-off:

- not having committed serious professional misconduct such as to cast doubt on their integrity or reliability;
- not being in a state of bankruptcy, compulsory liquidation or composition with creditors and have not committed serious professional misconduct such as to cast doubt on their integrity or reliability.

Without prejudice to the constraints provided for in paragraph 1, and to the provisions of the regulations in force concerning non-conferability/incompatibility, where the conditions are met, full-time teaching and/or research Staff may:

- participate in the share capital of the Spin-off;
- be appointed as a member of the Spin-off's Board of Directors;
- perform, compatibly with the requirements related to one's own institutional obligations, activities in favour of the Spin-off, including paid activities, provided that they are not subordinate employment, which must be specified in detail in the application.

The management appointments and activities performed by the University Staff in favour of the accredited Spin-off company shall be characterised as extra-institutional appointments and, as such, shall be subject to the provisions of the Law and of the specific University Regulations which govern the requirements, incompatibility and authorisation regime.

At the end of each financial year, the University Staff participating in any capacity in the Spin-off shall notify the University of the dividends, fees and remunerations in any capacity received, which shall in no event exceed what is customary on the market in similar situations, through PINK.

The Commission shall verify compliance with all the provisions of this article, also by requesting written information from the Spin-off through PINK. The University Staff and the Spin off are required to provide the information within 30 days of receipt of the request.

Failure to provide information shall constitute a breach of the Regulations, and the University shall reserve the right to revoke the status of Spin-off from the company.

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## 11.2 - ACCREDITATION PROCESS

The proposal for accreditation as a Spin-off of Ca' Foscari University of Venice may be put forward by one or more Proponents and consists of the following steps:

### Phase 1 – Start of Procedure

Submission to PINK of the request by one or more Proponents, indicating the type of activity that the Spin-off intends to carry out. If the activity that is the subject of the initiative classifies the latter as “product development”, the Proponents shall fill out the relevant forms – supported by PINK when requested – indicating: Participants, technical-scientific description of the activity, business plan, financial plan and any request for the use of space and/or equipment.

Should the proposed initiative take the form of a consultancy activity, Proposers shall be invited to submit the project to the relevant Structure/Department. The structure shall be called upon to deliberate on the scientific validity of the proposal and on the willingness to manage the third-party activities deriving from its implementation. Should the structure not be available for management, Proponents may request the creation of a Centre at Fondazione Ca' Foscari which will operate as described in Art. 11.6 below.

### Phase 2 – Preliminary approval of initiatives

The Proponents shall submit the Spin-off project to the Department Council, which shall be called upon to deliberate on its technical and scientific validity and on the willingness to grant any space and equipment required. For each Professor and/or Researcher involved, the Department Director shall be called upon to express the authorisation to hold operational positions and/or carry out activities in favour of the new company, after assessing the compatibility between the carrying out of said activities and the teaching and research functions, without prejudice to the provisions of Art. 11.1 above on the authorisation of extra-institutional assignments. Once the opinion of the Department Council has been obtained, the proposal shall pass to the Knowledge Transfer Commission, which shall assess it and issue the opinion required by the University bodies. In its evaluation, the Commission shall consider the following elements:

- business idea/project and its innovative nature;
- conflict between the institutional aims of the University and those of the new company;
- conflicts of interest or competition between the activities of the new company and the institutional activities of the University;

- technological and scientific qualities of the initiative;
- corporate structure and participation of the Proponents in the share capital;
- economic, financial and market prospects of the initiative;
- goods and services requested from the University and related contractual conditions;
- compatibility of the provisions on intellectual property with the University's subject matter.

### Phase 3 – Approval

The accreditation proposal shall be submitted to the Academic Senate for a binding opinion and then submitted to the Board of Governors for final approval.

Accreditation shall be valid for five years from the date of its establishment.

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### 11. 3 – SPIN-OUT

After five years from the date of its establishment, the company shall lose its Spin-off status and, where necessary, shall review the assignments and management roles of the University's internal Professors and Researchers, in compliance with the regulations in force concerning incompatibility with the exercise of trade and enterprise.

With the loss of Spin-off status, the facilities and services offered by the University and the related charges borne by the companies shall cease.

In order to maintain a continuity of relations with the University, "former Spin-offs" may be included in Ca' Foscari innovation ecosystem network, choosing the type of affiliation that best suits their needs.

The provisions of this article shall also apply in the event that the "Spin-out" occurs before the five-year period has elapsed.

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### 11. 4 - SERVICES, RESOURCES AND FACILITIES

In recognition and promotion of the entrepreneurship processes born within it, the University provides certain support services and facilities to accredited Spin-offs. These services are aimed at supporting the critical development and market entry phases of accredited companies in their early years and may also be provided through specific agreements with the instrumental body Fondazione Università Ca' Foscari Venezia.

The services offered include:

- the use of spaces, tools and equipment. Spin-offs may request the use of spaces (offices, meeting rooms, etc.) at the University's facilities. This licence shall be managed by the assignee structures by means of a specific contract;
- support for external communication through the University's web channels: publication of news on the Spin-off (new products, goals, communications, etc.) within the University portal;
- newsletters: information on business plans/Start-up competitions, funding opportunities from public and private entities, grants, calls for tenders, events;
- dedicated training and events;
- networking events and showcases: presentation of the company in front of an audience of stakeholders, financiers, mentors/"angels" selected on the basis of the companies' specificities;
- mentoring and tutoring services to support Spin-offs in the Start-up phases:
- training on topics such as: business modelling, marketing and communication, commercial/sales;
- consultancy and design support;
- consultancy and support on regional, national and international private initiatives to promote Applied Research and Enterprise Culture;
- support for the Valorisation of Industrial Property;
- preliminary verification of patentability requirements.

The services referred to in the preceding paragraph may be provided by the University free of charge or against payment and shall be governed by a specific contract. Should further needs emerge on the part of the Spin-off companies, they shall be assessed by the Commission and regulated through further agreements.

The proceeds deriving from the possible concession of spaces/equipment shall be allocated to the assignee structures.

The Spin-off company shall be required to sign a non-exclusive five-year licence agreement for the use of the name and logo prepared for that purpose by the University.

The licence agreement may provide for fees, starting from the second year of activity, for an amount defined as a fixed sum, or variable according to the annual turnover. These fees shall be assigned to the University, in favour of the Research and Internationalisation Activities Support Fund for the financing and encouragement of technology transfer activities. Unless otherwise agreed, in any publications and/or in cases of communication and dissemination actions by the Spin-off, the connection of the company to the University shall be highlighted.

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### 11.5 - MONITORING

Every year, accredited Spin-offs shall be required to transmit to the PINK Office:

- their own balance sheet, within 30 days of its approval;
- the annual report on its activities, according to the outline provided by the Office, which shall give an account, among other things, of the assignments in any capacity assigned by the company to the University's internal and external Staff.

Every three years, the University shall monitor accredited Spin-offs with a view to assessing:

- the consistency of the business project with what was previously approved at the time of accreditation;
- the role of the University Staff, PhD students and Research Fellows that may be involved in the activities;
- the evolution of the company in terms of growth and sustainability of the same, any changes that may have occurred in the capital and in the shareholding structure;
- relations with the University, in terms of the Valorisation of Research and skills developed within it, the subject of the business project, services used and collaborations developed.

In order to maintain University's Spin-off status, companies shall be obliged to provide the required information and documents. The obligation is defined in a specific contract with the University.

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### 11.6 – ACCREDITATION PROCESS AND MONITORING OF COUNSELLING CENTRES AT FCF

Initiatives of a consulting nature carried out by Professors involving a volume of activities justifying the activation of a dedicated medium/long-term project shall be submitted, at the request of the Professor concerned, to their Department, which shall assess the technical/scientific relevance of the initiative, the compatibility of the activities with the institutional commitments of the Professors involved, and the interest and willingness of the Structure to manage the project.

Should the Department decide not to manage the project internally, the Professor may apply for a three-year authorisation to set up a Centre at FCF. The creation of a Centre at FCF shall in any case be subject to the Department's authorisation.

Centres may request the use of University spaces and equipment, which may be granted against payment, subject to the binding opinion of the assigning Structure.

The proceeds from the possible concession of space/equipment shall be allocated to the assignee structures.

In managing all consultancy activities, FCF must comply with the principles set out in the University regulations and, in particular, in the Regulations for the subject of services for consideration, paying particular attention to:

- the consideration, which must be reasonable and competitive also with regard to market rates and in any event set at a sufficient amount to allow both the coverage of direct and indirect costs and the achievement of a margin share;
- in determining the consideration, the following elements must be assessed:

- . estimate of the cost deriving from the employment of directly employed Staff for the time necessary to perform the service;
- . estimate of the cost of Staff missions;
- . estimate of the cost of any external collaborations for the performance of the service;
- . estimate of any other direct and foreseeable cost related to the performance of the service;
- . overhead costs determined on a lump-sum basis at a minimum of 5% of the value of the order/project;
- . transfer to the University of an amount equal to 7% of the value of the order in favour of the FSRI for the financing and incentivisation of technology and knowledge transfer activities;
- . transfer to the University of an amount equal to 8% of the value of the order in favour of the University Common Fund.

Withdrawals to be transferred to the University shall be made in full at the start of the order. FCF may pay dues to the University cumulatively on a six-monthly basis.

FCF shall prepare an annual report and a detailed account of all the activities carried out, giving evidence of the procedures adopted and of the sustainability of the initiatives also from a financial point of view.

The Report shall be brought to the attention of the relevant Vice-Rectors/delegates/managers.

After three years, the Centre's activities must be evaluated in their entirety by the Department(s) to which the Professor(s) belong(s), which must express an opinion as to whether it is appropriate to continue.

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## ARTICLE 12 – START-UPS

The University's Start-ups are accredited by the University following screening by the Commission for the valorisation of Knowledge, which must assess:

- the corporate purpose, which must not conflict with the institutional aims and the University's code of ethics and conduct;
- the company's development potential.

Accredited Start-ups shall be included in Ca' Foscari innovation ecosystem and, consequently, may be involved in all initiatives promoted within it. Accredited Start-ups shall also have a non-exclusive licence to use the brand name registered for this purpose.

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### 12.1 - MODE OF ACCREDITATION

Interested parties promoting Start-up initiatives (Students, Undergraduates, Phd Students, Research Fellows) must apply for accreditation through the following procedure:

- presentation of the initiative to the PINK Office using the forms available in the restricted area; the Office shall forward them to the Commission;
- an "elevator pitch" of a maximum of 5 minutes briefly illustrating the project to the Commission.

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## ARTICLE 13 - AFFILIATIONS

Ca' Foscari innovation ecosystem also includes companies that participate in the affiliation programme proposed by Ca' Foscari to multiply the opportunities for collaboration between the University and companies.

The programme envisages different levels of affiliation, as defined by the Commission every three years on the basis of the guidelines approved by the bodies. Some of the services that can be provided include:

- visibility and branding;
- participation in showcases, webinars on specific topics, networking events;
- dedicated newsletter;
- scouting of scientific expertise within the University;
- search for potential funding instruments to support the activation of strategic projects;

- facilitated access to University facilities;
- negotiation of IP terms for all research contracts activated during the affiliation period;
- matchmaking events focused on the affiliate's stated needs;
- state-of-the-art analysis and prior art research service on the results achieved within the affiliate programme;
- dedicated key account manager;
- dedicated drop-in sessions for PhD students and Research Fellows;
- Innovative Labs (e.g., Active Learning Lab, Hackathon, etc.).

The affiliated company shall enjoy facilitated channels to activate the numerous partnership possibilities with the University: research projects, joint laboratories, contracts, research grants and scholarships, PhDs including industrial ones.

Any margins generated by the affiliation contracts will go to the FSRI for the funding and encouragement of knowledge and technology transfer activities.

## TRANSITIONAL AND FINAL PROVISIONS

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### ARTICLE 14 - TRANSITIONAL PROVISIONS

In matters of Intellectual Property, the provisions of the Regulations shall prevail over any other regulation or internal act of the University that would be incompatible.

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### ARTICLE 15 - APPLICABLE LAW AND CONFLICT RESOLUTION

The interpretation and application of the Regulations shall be governed by Italian Law.

For all matters not expressly subject to these Regulations, Italian Legislative Decree No. 30/2005 (CPI) and Italian Law No. 633/1942 (Copyright Law) shall apply.

Any disputes arising from the interpretation and application of the Regulations shall be deferred to the exclusive jurisdiction of the Court of Venice, Specialised Corporate Chamber.

## ANNEX 1 - IP GUIDELINES AND CONFIDENTIALITY IN RESEARCH CONTRACTS

### DEFINITIONS

**Patent(s)** - Industrial Property Right(s) by virtue of which the holder is granted a temporary monopoly of exploitation of an invention consisting of the exclusive right to make it, dispose of it and make commercial use of it, prohibiting such activities to other unauthorised parties, pursuant to and for the purposes of national (Italian Code of Industrial Property, CPI), European and international law. The Regulations refer to Patent(s) to indicate exclusive rights to industrial inventions, biotechnological inventions, utility models, patents and certificates for plant varieties, topographies of semiconductor products. For the purposes of these Regulations, the term Patent(s) means both the Patent application(s) and the Patent(s) granted.

**Copyrights** - Rights of a pecuniary nature in Intellectual Properties recognised and/or assigned by Copyright Law, including related rights.

**Industrial Property Rights** - Industrial Property Rights conferred by national, European Union and international legislation on Industrial Property, such as trademarks, domain names, geographical indications and appellations of origin, etc. – Patents and designs and trade secrets.

**Confidential Information** - All information provided in tangible and/or intangible form including, but not limited to, deeds, documents, designs, product samples, data, analyses, reports, studies, graphical representations, drawings, evaluations, reports relating to technology and production processes, models, tables that are exchanged between external parties and University Staff within the scope of Research Activities or aimed at their initiation, expressly identified and indicated as confidential/reserved in writing.

**Copyright Law** - Italian Law No. 633 of 22 April 1941.

**Intellectual Property** - The result(s) of the creative effort for which the exclusive rights under Copyright Law may be exercised.

**Special Intellectual Property** - Works consisting of software, databases, designs and models as defined by the Copyright Law and the Italian Code of Industrial Property (CPI).

**Results** - Result of the Research Activity potentially capable of being filed/patented/registered or otherwise protected as an Intellectual Property Right (e.g., scientific/literary works, software, databases, photographic images, confidential information and data, inventions, know-how, designs and models, utility models, topographies of semiconductor products, plant varieties, etc.).

**Collaborative Research** - The activity carried out in collaboration with public or private subjects for a specific and agreed research programme, through the cooperation of Staff and the use of facilities and equipment of the University and the third party.

Characterising elements are:

- institutional interest (scientific or technological) of the University;
- non-commercial purpose of the collaboration;
- commonality of resources made available by the parties.

This case includes contributions granted by a third party for the funding of (i) scholarships as part of a PhD programme; (ii) “post-graduate” research scholarships as provided for by Article 18 of Italian Law No. 240 of 30 December 2010; (iii) research grants pursuant to Article 22 of Italian Law No. 240 of 30 December 2010.

**Funded Collaborative Research** - More specifically, the term “Funded Collaborative Research” is used when the Collaborative Research Activity is funded by an external body, as is the case, for instance, with collaborative research projects funded on the basis of national and international competitive calls.

**Commissioned Research** - Research, consultancy, design, experimentation, technical verification activities requested and financed by third parties and carried out by the University using its own expertise and resources. This is a commercial activity carried out in the predominant interest of the client.

## CONFIDENTIALITY OBLIGATIONS AND MANAGEMENT OF CONFIDENTIAL INFORMATION

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The need to handle confidential information and the related confidentiality obligations may arise in both Collaborative and Commissioned Research.

The signing of confidentiality agreements (NDA) requested by third parties must not represent either for individual researchers or for the University and/or Departments/Facilities an assumption of objective responsibility.

Confidentiality commitments undertaken by Departments/Facilities must be limited to Confidential Information as defined above. Any exceptions to this principle may be arranged by the Bodies of the Department/Facility called upon to manage the agreement.

In any case, the fulfilment of confidentiality obligations is primarily the responsibility of the Staff involved in Research Activities, even if it is the Departments/Facilities that contractually assume these obligations.

### PRE-CONTRACTUAL AGREEMENTS (NDA, MOU, MTA)

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As a general rule, in order to facilitate the phases preceding the stipulation of the research contract, the pre-contractual agreements on confidentiality shall be entered into personally by the scientific supervisor of the project and by the Staff possibly involved in these phases, and shall not bind the University in any way, envisaging, for instance, the incorporation of the agreed provisions in future research agreements.

In all cases, at the time of the actual contract negotiation phase, the Scientific Supervisors shall forward a copy of such agreements or, at least, a declaration describing their content to the secretariat of their respective structure.

Should the involvement of the University be necessary from the pre-contractual stages, the agreement shall be approved by the Board of the Structure called upon to manage the possible project, which shall authorise the Director to enter into it.

The Memorandum of Understanding (MoU) or the Material Transfer Agreement (MTA), which, in addition to confidentiality, may define other commitments, shall be signed by the Director of the structure called to manage the activities upon authorisation by the competent advisory body. In these cases, the proposing researcher will be indicated in the contract as the **sole contact person for Confidential Information** and shall be called upon to sign the agreement by adhesion.

At the start of the projects, the Principal Investigator/Scientific Supervisor shall take on the role of **Confidential Information Contact Person** (hereinafter also "Contact Person") and shall ensure that each person to whom confidential information is passed in the context of the project has signed an appropriate confidentiality undertaking in the terms negotiated with the counterparties, which shall normally also include the explicit marking of such information as "confidential" or "reserved".

All persons involved in the exchange of information shall adopt the methods of transmission, management and storage of confidential information as may be defined by the Contact Person and in any case shall adopt the normal diligence of a person who intends to maintain the confidentiality of their own data and information.

### IP IN COLLABORATIVE AND/OR COMMISSIONED RESEARCH

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For participation in third-party funded research projects, whether collaborative or commissioned, it is good practice that the Staff, whether tenured or non-tenured, Research Fellows, PhD students and/or students involved sign a declaration in which:

- they attest their knowledge of the University's policies and regulations;
- they recognise the University's ownership of the results achieved in the execution of the project, without prejudice to the moral rights of the Authors;
- they guarantee knowledge of the agreements stipulated by the University with partners on IP and confidentiality and undertake to respect the terms thereof.

In **Commissioned Research**, the co-ownership of the Results is envisaged with, in particular, the acknowledgement to the Principal of the right to proceed to protection by including the University among the holders. The University and the Principal shall subsequently enter into an agreement for the assignment of the University's share of the title in favour of the Principal or, alternatively, a joint management agreement. As a general rule, the University reserves the right of publication and scientific use of the results; otherwise, the Board of the Structure called upon to manage the project shall deliberate, giving reasons for the choice.

In **Collaborative Research**, each party shall remain the owner of its own background, which is made available for the sole purpose of carrying out the activities and for the time strictly necessary. With regard to the Results, each party shall be the exclusive owner of those obtained independently while, in the case of Results obtained jointly, the ownership share shall be divided according to the contribution of each. In the case of Results that are the subject of a Patent and/or registration, a specific agreement shall be entered into regulating the joint management, taking into account that the costs of protection and/or registration shall be apportioned according to the share of ownership or fully borne by the contractor. In view of the institutional (scientific or technological) interest of the University, all results obtained by the University within the scope of these projects may be published by the same. If these results are the subject of a Patent application or registration, pursuant to the provisions of the Industrial Property Code, publication may be postponed for the time necessary to guarantee the secrecy of the invention (in any case, no longer than 18 months after filing).

As far as **Funded Collaborative Research** is concerned, the same rules shall generally apply as in the case where the funding does not come from a party outside the partnership, but the partnership contracts shall possibly incorporate the IP management rules imposed by the funding body.

In all cases, the Scientific Supervisor and the researchers involved shall collaborate in the negotiation of any joint management and utilisation agreements.

Without prejudice to the moral right recognised to Authors/Inventors, and to what is provided for later for Industrial PhDs, the Industrial Property Rights on Patents and the Copyrights on Special Intellectual Properties obtained by **PhD students** as part of their PhD programme shall be reserved to the University.

The supervisor of the PhD student must immediately notify the University, through PINK, of the possibility of protection and, if necessary, must ask the PhD student to place the embargo when depositing the thesis in the open access archives.

The PhD student shall diligently and prudently maintain secrecy on the results that can be protected until the completion of the procedures for filing the application for registration or Patent. With regard to Copyright on Intellectual Property, ownership shall be vested in the PhD student, unless otherwise provided for in any agreement entered into by the University with third parties for the funding of the relevant PhD scholarship. However, even in these cases, the PhD student may proceed with publication, taking care to respect any confidentiality restrictions on the data and information provided by the funding body and requesting, if necessary, the embargo when depositing the thesis in open access archives.

In the context of the **Industrial PhD**, Industrial Property Rights and Copyrights on Special Intellectual Property shall instead be the responsibility of the PhD student's employer. However, since these are results achieved as part of a Collaborative Research Activity, the overall assessment of the ownership of the results must take into account the contribution made by the University to the achievement of the result.

The PhD student must give full and immediate information in writing to both the University and their employer on the results achieved so that, through their respective Supervisors, the contribution of each to the Result can be assessed and the shares of ownership established. The results of this assessment must then also be forwarded to the PhD Teaching Board and the Commission for Knowledge valorisation.

## ANNEX 2 - INCOMPATIBILITY REGIME WITH EXECUTIVE AND MANAGEMENT POSITIONS IN SPIN-OFFS

The following may not hold management and administrative positions in Spin-offs:

- the Vice-Rector for Research;
- the Vice-Rector for Civic Engagement;
- the Delegate for Knowledge Transfer;
- the professors and researchers who are members of the Commission for the Valorisation of Knowledge.