



**Policy on the Ownership, Transfer and Commercial
Exploitation of Intellectual Property**

ERATOSTHENES Centre of Excellence

EXCELLENCE RESEARCH CENTRE FOR EARTH SURVEILLANCE &
SPACE-BASED MONITORING OF THE ENVIRONMENT



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Policy of the
Eratosthenes Centre
of Excellence on the
Ownership, Transfer
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1. General Policies

1.1 Introduction

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

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

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

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

1.2 Definitions

For the purposes of this Policy:

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

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

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

Intellectual Property (IP): Shall mean, but shall not be limited to, patents, registered designs, trade marks and service marks (whether registered or otherwise), copyright, moral rights, database rights, design rights, confidential information, trade secrets and know how, plant

varieties, topographies and other intellectual property rights, including those rights subsisting (in any part of the world) in inventions, drawings, performances, software, improvements, discussions, business names, goodwill and the style of presentation of goods or services and in any application or right to apply for the protection thereof, throughout the world.

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

INECOE: Shall mean the Innovation and Technology Transfer Organisation of the Eratosthenes Centre of Excellence.

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

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

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

Organisation: Shall be the Eratosthenes Centre of Excellence, which is also referred to as ECOE.

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

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

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

1.3 Application

INECOE is responsible for the management and implementation of the Policy, which among other things contains the protection, ownership, transfer and commercial exploitation of IP. Issues not expressly mentioned herein will be referred to INECoE for evaluation. Policies on

consulting services and conflict of interest and commitment are directly related to this Policy and should be read and understood in conjunction with it.

1.4 Ownership

1.4.1 Who is covered by this Policy

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

- (a) by any Person employed by the ECoE, in the course of his or her employment;
 - (b) by a ECoE student in the course of or incidentally to his or her studies, where the IP has been created with Significant Use of ECoE Resources;
 - (c) by any other Person engaged in study or research in the ECoE who, as a condition of their being granted access to the ECoE's premises or facilities, have agreed in writing that this part shall apply to them;
 - (d) by any Person engaged by the ECoE under contracts for services during the course of or incidentally to that engagement, and/or
 - (e) by any Person representing and/or belonging to the ECoE Community and/or by any person and/or entity INECoE has taken a decision that ECoE is entitled to have ownership.
- (2) The ECoE's rights under sub-section (1) above in relation to any IP may be waived or modified by agreement in writing with the Person concerned. It is understood and generally accepted that this is at the sole discretion of ECoE.

1.4.2 What is covered

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

- 1) works generated by computer hardware or software owned or operated by the ECoE;
- 2) works created with the aid of ECoE facilities including (by way of example only) films, videos, photographs, multimedia works, typographic arrangements, and field and laboratory notebooks;
- 3) patentable and non-patentable inventions;
- 4) trade marks and service marks;
- 5) registered and unregistered designs, plant varieties, and topographies;
- 6) ECoE-commissioned works not within (1), (2), (3), (4) or (5);
- 7) databases, computer software, firmware, courseware, and related material not within (1), (2), (3), (4), (5) or (6), but only if they may reasonably be considered to possess commercial potential; and
- 8) know-how and information associated with the above.

1.4.3 What is covered

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

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

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

any other subject matter commissioned by the ECoE.

1.5 Identification process

1.5.1 Identification of IP

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

1. Inventions (whether or not patentable);
2. Methodologies;
3. Software;
4. Educational/training materials and tools;
5. Modelling tools;
6. Solutions to technical problems; and
7. Design/artistic products.

8. Scientific, literary (including software), musical, artistic (including photographs), films, databases, recordings, broadcastings and publications of previously unpublished works.

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

1.6 Intellectual Property and Confidential Information Agreements

1.6.1 Each member of the ECoE Community who may be involved or engaged in internally or externally funded research projects or having the opportunity to make Significant use of ECoE resources, must sign an Intellectual Property and Confidential Information Agreement (IPCIA). Each department, service or research unit is responsible for the IPCIA being signed by each person upon commencement of employment or association with the ECoE. 1

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

1.7 Disclosure

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

1.8 Public Dissemination

Public dissemination of research/scientific data and related results (generated either solely by the ECoE or jointly with other organisations) may not take place before a formal decision is made regarding the possible IP protection of these data and/or results. This decision will be taken during the periodic INNOVATION RADAR assessments of the Centre, where possible KERs (Key Exploitable Results) of Eratosthenes research activities are identified and analyzed based on various parameters, such as degree of innovation and technology readiness level. The INNOVATION RADAR assessments will be made for research/innovation activities performed by the ECoE, through the framework of either externally funded research projects or internal funding.

1.9 External Funding

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

1.10 Consulting services and other agreements

To avoid conflicts with third parties, persons covered by this Policy (see Section 1.4.1) should carefully examine the provisions on IP in agreements with third parties and should seek help

from INECOE, in case of problems or unclear issues. Researchers have the responsibility not to sign any agreement with any third party, which is inconsistent with the provisions of this Policy before INECOE approves same in writing. For instance, the assignment of ownership of inventions in a consulting services agreement is problematic when the consulting services overlap with research having been conducted or being conducted at the ECoE.

1.11 Rights of Others

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

2. Protection of IPRs

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

2.1 Copyright protection

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

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

2.2 Patents

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

2.3 Trade marks

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

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

2.4. Trade secrets

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

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

3. Tangible research property

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

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

3.2 TRP Control

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

3.3 TRP having commercial value

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

3.4 Identification

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

3.5 Terms of distribution to researchers

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

1. The TRP is sensitive to commercialisation.
2. Recipient is expected to bear the cost of materials and the handling resulting from the transfer.
3. There is a possibility of biohazard or other risks associated with the transfer, storage, or use of the TRP.
4. Where the recipient may expect to use the TRP in clinical research or any other application that presents significant health or safety issues.

5. The TRP has been developed through a sponsored research project or they are part of any pending or possible application for a patent.

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

4. Commercial Exploitation

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

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

4.1 Overview

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

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

4.1.1.3 Trade marks. Trade marks of the ECoE can be used only after they are licensed by INECO.

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

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

4.2 Licensing

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

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

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

4.3 Revenue sharing mechanism

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

Net income per year from commercialisation of IP		Percentage share
First €25,000	Creators	50%
	INECOE	50%
Next €25,000 – €350.000	Creators	30%
	INECOE	70%
Above €350.000	Creators	25%
	INECOE	75%

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

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

4.4 Spin-outs and other Start-ups

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

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

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

4.5 Provision of licences to ECoE Creators

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

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

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

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

INECOE will respond to Creators' requests under this Policy, within ninety (90) days. However, in cases where the project, usually software, has not been sufficiently developed in order for

the assessment to be proper, INECOE may require additional development before responding to a Creator's request. This will be determined by INECOE.

4.6 Leaving the ECoE

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

4.7 Death

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

5. Resignation of the ECoE from its rights.

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

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



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

6.1 Conflict of interest in resignation of the ECoE from its rights

INECOE in its absolute discretion considers if :

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

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

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

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

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

6.3 Conflict of interest - INECO and ECoE staff

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

If an employee is a partner in a venture capital fund (VC fund), the said staff member should not be involved in licensing negotiations with any company in which the fund has invested,

and partners with voting rights should not recommend companies of the ECoE to this fund. INECOE staff members also have a special responsibility to ensure that their knowledge about an INECOE licence towards a public company will not be disseminated in any way that could affect the share price of the company and that their knowledge is not used for investment purposes by themselves, their families, friends or colleagues.

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

6.4 Breach of the regulations

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

Appendix A. Classes of Intellectual Property

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

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

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

1. Patent

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

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

2. Copyright

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

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

Moral rights

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

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

Neighbouring Rights

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

3. Database Right

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

4. Industrial Designs

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

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

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

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

5. Domain Names

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

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

6. Trade Marks

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

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

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

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

7. Know how and trade secrets

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

8. Business Names

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

Appendix B. INECOE Standard Operating Procedures

(See appropriate section in Appendix E)

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

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

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

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

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

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

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

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

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

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

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

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

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

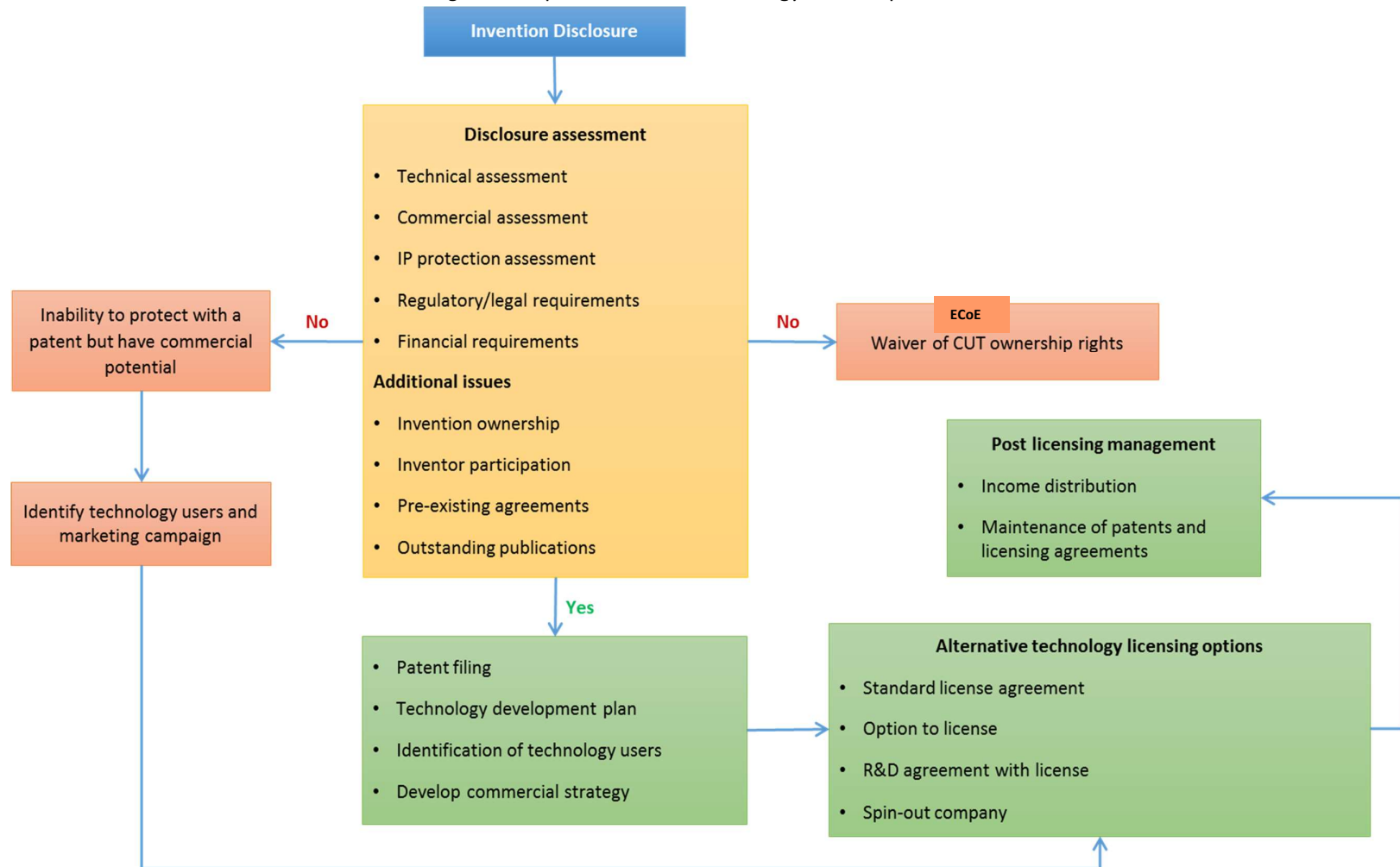
6. Progress monitoring. The signing of a licensing agreement is the beginning of a long term relationship. The performance of the licensee is monitored by the technology transfer manager during the licensing period. Most licensing agreements require periodic financial or developmental reports by the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

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

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

APPENDIX C: Schematic of Invention Disclosure process and decision flowchart

Figure 1. IP protection and technology transfer process.



Appendix D. Forms

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

Appendix E. Provisions for the Acceptance of Equity in a Technology Licensing Transaction

Not necessary at this stage.

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