

## **OPTIONS FOR IPR RIGHTS MANAGEMENT IN RESEARCH CONTRACTS**

### **LEGENDA**

#### **Option 1 Politecnico di Torino's exclusive IPR Ownership**

1. The Parties undertake to give each other prompt notice of the attainment of Results susceptible to industrial property rights, within \_\_\_\_ days of their attainment.
2. The Industrial and Intellectual Property Rights to the Results, achieved by the inventor within the scope of the research activity covered by this Contract shall belong to Politecnico, without prejudice to the recognition of the moral rights due to each inventor in accordance with the regulations in force.
3. Politecnico will independently consider the advisability of proceeding with the registration of patent applications to the Results Achieved.
4. Politecnico may grant to the Company the economic exploitation of the Industrial and Intellectual Property Rights to the Results owned by Politecnico on fair and reasonable terms to be agreed upon by separate written deed. The full right of access to and use of any reports to the Results that may be developed by Politecnico in the execution of the research activity covered by this Contract shall remain in any case in the hands of the Company, to the extent that such use does not jeopardize the possibility of protection of the results and in compliance with confidentiality obligations.
5. In the event that Politecnico does not have an interest in the registration of the patent application in its own exclusive name and at its own expense, a written communication shall be notified to the Company within \_\_\_\_ days of the notice of the attainment of the Results referred to in Paragraph 1.
6. In such a case, should the Company intend to proceed with the protection of the Results, it shall have the right to obtain from Politecnico, free of charge/without charge, the co-ownership of the Industrial and/or Intellectual Property Rights to the Results, which shall be formalized by appropriate written deed between the Parties.
7. In the case referred to in the previous paragraph, the Company shall register at its own expense and in co-ownership with Politecnico, the application for the Rights of Ownership in the Results, and Politecnico shall undertake the transfer of its share of title to the Company free of charge once the title of ownership has been granted. Until the title is transferred, the Company will be guaranteed the exclusive exploitation of the rights referred to in Paragraph 2.
8. The Parties hereby agree that all expenses and charges associated with the transfer of the right referred to in Paragraph 6 and its registration shall be borne by the Company.

#### **Option 2 Politecnico di Torino IPR Ownership and license granting**

1. The Parties undertake to give each other prompt notice of the attainment of Results susceptible to industrial property rights, within \_\_\_\_ days of their attainment.
2. The Industrial and Intellectual Property Rights to the Results, achieved by the inventor within the scope of the research activity covered by this Contract shall belong to Politecnico, without prejudice to the recognition of the moral rights due to each inventor in accordance with the regulations in force.
3. Il Politecnico shall independently assess the advisability of proceeding with the registration of patent applications to the Results attained, at its own responsibility and expense.
4. The Company shall in any case be entitled to obtain a non-exclusive onerous license on the Industrial and Intellectual Property Rights to the Results referred to in Paragraph 2, according to the conditions to be agreed upon by separate written deed. In any case, Politecnico may always use the Results for teaching and research purposes.
5. In the event that Politecnico does not have an interest in the registration of the patent applications in its own exclusive name and at its own expense, a written communication shall be notified to the Company within \_\_\_\_ days of the notice of the attainment of the Results referred to in Paragraph 1.
6. In such a case, should the Company intend to proceed with the protection of the Results, it shall have the right to obtain from Politecnico, free of charge, the co-ownership of the Industrial and/or Intellectual Property Rights to the Results, which shall be formalized by appropriate written deed between the Parties.
7. In the case referred to in the previous paragraph, the Company shall register, at its own expense and in co-ownership with Politecnico, the application for the Rights of Ownership in the Results, and Politecnico shall undertake the transfer of its share of title to the Company free of charge once the title of ownership has been granted. Until the title is transferred, the Company will be guaranteed the exclusive exploitation of the rights referred to in Subsection 2.
8. The Parties hereby agree that all expenses and charges associated with the transfer of the right referred to in Paragraph 7 and its registration shall be borne by the Company, as well as any expenses and costs connected to the license referred to in paragraph 4.

### **Option 3 Joint IPR Ownership**

1. The Parties undertake to give each other prompt notice of the attainment of Results susceptible to industrial property rights, within \_\_\_\_ days of their attainment and to cooperate in assessing the existence of the necessary requirements for patenting/registration of the same Results.
2. The Industrial and Intellectual Property Rights to the Results achieved by the inventor within the scope of the research activity covered by this Contract shall belong jointly to the Parties in equal shares, without prejudice to the possibility of agreeing in writing during the course of the activity to change the shares of co-ownership, taking into account the contributions of each of the Parties to the invention without prejudice to the recognition of the moral rights due to each inventor under the current legislation.

3. The Parties shall agree in a separate deed on the specific regulations regarding the manner in which the rights shall be managed on a co-ownership basis, it being understood that all charges and expenses shall be shared equally between the Parties, that is, by reason of each Party's share of ownership of the rights referred to in Paragraph 2. In any case, Politecnico may always use the Results for teaching and research purposes.
4. In the event Politecnico does not have an interest in the registration of the patent application, a written communication shall be notified to the Company within \_\_\_\_ days from the notice of the Results referred to in Paragraph 1. In such case, the Company shall have the right to proceed with the registration of the application for the Results patent at its own responsibility and expense and in co-ownership with Politecnico upon written notice to the latter. In such a case, Politecnico shall undertake to transfer its ownership share to the Company free of charge once it has obtained the issuance of the patent title, guaranteeing until then to the Company the exclusive exploitation of the rights referred to in Paragraph 2.
5. The Parties hereby agree that all costs related to the above assignment, including registration, shall be borne solely by the Company.
6. If, on the other hand, the Company does not have an interest in the registration of the patent application, a written communication shall be notified to Politecnico within \_\_\_\_ days from the notice of the Results referred to in Paragraph 1. In such case, Politecnico shall have the right to obtain from the Company the transfer free of charge of the Company's ownership share of the Industrial and/or Intellectual Property Rights to the Results, which shall be formalized by appropriate written deed between the Parties.
7. Politecnico will independently consider the advisability of proceeding on its own with the registration of proprietary titles to the Results transferred under the preceding paragraph.

#### **Option 4 Joint IPR ownership with transfer to Company**

1. The Parties undertake to give each other prompt notice of the attainment of Results susceptible to industrial property rights, within \_\_\_\_ days of their attainment and to cooperate in assessing the existence of the necessary requirements for patenting/registration of the same Results.
2. The Industrial and Intellectual Property Rights to the Results achieved by the inventor within the scope of the research activity covered by this Contract shall belong jointly to the Parties in equal shares, without prejudice to the possibility of agreeing in writing during the course of the activity to change the shares of co-ownership, taking into account the contributions of each of the Parties to the invention without prejudice to the recognition of the moral rights due to each inventor under the current legislation.
3. Should the Parties jointly agree to proceed with the protection of the Results achieved in execution of this Contract, the Company shall register the relevant patent title in co-ownership between the Parties at its own responsibility and expense.
4. Politecnico undertakes to transfer upon payment to the Company its share of ownership once it has obtained the issuance of the title, by means of a special deed of assignment between the Parties, to which will also be entrusted the definition of the financial consideration to be paid by the Company when the

deed of transfer is signed. Until the time of the transfer of the title, the Company will be guaranteed the exclusive exploitation of the rights referred to in Paragraph 2. In any case Politecnico may always use the Results for teaching and research purposes.

5. The financial consideration referred to in the preceding paragraph shall be quantified taking into account the market value of the security, as well as the foreseeable profits from its exploitation. If the Parties do not reach an agreement on the consideration, the quantification of the same shall be referred to an appraiser chosen by agreement between the Parties.
6. The Parties hereby agree that all expenses and charges related to the transfer referred to in Paragraph 4, including its transcription, shall be borne exclusively by the Company.
7. In the event that the Company has no interest in the registration of the application for the Industrial and/or Intellectual Property Rights on the Results, a written communication shall be notified by the Company to Politecnico within \_\_\_\_\_ days from the communication of the Results referred to in Paragraph 1. In such a case, Politecnico shall have the right to obtain from the Company the transfer free of charge of the Company's ownership share of the Industrial and/or Intellectual Property Rights on the Results, which shall be formalized by appropriate written deed between the Parties.
8. Politecnico will independently consider the advisability of proceeding on its own with the registration of proprietary titles to the Results transferred under the preceding paragraph.

#### **Option 5 No patentable results**

1. The Parties acknowledge that from the performance of the activity that is the subject of this Contract they do not expect Results that may form the subject of exclusivity or privative rights under current intellectual and industrial property laws. Where this is the case, the Parties will initiate, according to good faith, negotiations aimed at the conclusion of agreements relating to the protection, management and use of what has been achieved, in compliance with current legislation and the internal regulations of Politecnico di Torino.