

# IP Policy

This **University IP Policy** was adopted by  
The University Governance Council on **22 March 2024**.

It cancels and replaces the *“Guiding Principles for the Valorisation of Research Results and Intellectual Property Rights”* published in 2009.

# University of Luxembourg IP Policy

## Table of Contents

**INTRODUCTION ..... 2**

**ARTICLE 1 - CONTEXT, PURPOSE AND PRINCIPLES ..... 2**

**ARTICLE 2 - DEFINITIONS..... 4**

**ARTICLE 3 – SCOPE OF THE POLICY ..... 9**

**ARTICLE 4 – GOVERNANCE AND OPERATION ..... 10**

**ARTICLE 5 - OWNERSHIP OF IP AND RIGHTS OF USE ..... 11**

**ARTICLE 6 – PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS..... 14**

**ARTICLE 7 – RESEARCH CONTRACTS ..... 15**

**ARTICLE 8 – DETERMINATIONS BY THE PaKTT<sup>o</sup> ..... 17**

**ARTICLE 9 - COMMERCIALISATION OF IP ..... 19**

**ARTICLE 10 - INCENTIVES AND DISTRIBUTION OF REVENUES ..... 20**

**ARTICLE 11 - IP PORTFOLIO MAINTENANCE ..... 22**

**ARTICLE 12 - CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT ..... 23**

**ARTICLE 13 - DISPUTE..... 23**

**ARTICLE 14 - AMENDMENT ..... 24**

## INTRODUCTION

This policy aims to clarify and consolidate existing intellectual property (IP) provisions, reaffirming the University's commitment to valuing intellectual property and addressing gaps in the current framework. It lays the foundations for fostering a dynamic and open culture of research and transfer that we are striving to build. It is also a key tool to support the university in fulfilling its responsibilities in terms of valorisation and transfer to society, and more generally in achieving its third mission.

Rooted in the principles of respecting the rights of creators and empowering them to fully develop the potential of their scientific contribution, this policy adopts a favorable bias towards IP's creators. It recognises the significance of scientific publication and strives to harmonise this with innovative approaches to exploiting intellectual property.

This policy serves as a cornerstone for continuous improvement process in IP awareness and Valorisation. engaging researchers from across the University - students, visitors, professors, or other members of our research community.

The adoption of this policy aligns with the Luxembourg Legal framework, the internal regulations (ROI), the collective bargaining agreement and other directives and documents that incorporate intellectual property and its management provisions<sup>1</sup>.

This policy remains a dynamic document and evolving in response to evolving needs and challenges of its community members.

## ARTICLE 1 - CONTEXT, PURPOSE AND PRINCIPLES

### 1.1. Context and University Mission

- 1.1.1. The three core missions of the University of Luxembourg, hereafter referred to as ("**University**"<sup>2</sup>) are **Research**, higher education and contribution to the social, cultural and economic development of the country.
- 1.1.2. The University of Luxembourg was founded in 2003 with the clear intention to contribute to the societal and economic development in Luxembourg. Hence, the transfer and the **Valorisation** of its research results is considered a central part of its mission.

---

<sup>1</sup> « Loi du 24 mai 1998 sur le régime des brevets d'invention »  
« Loi modifiée du 18 avril 2001 sur les droits d'auteur, les droits voisins et les bases de données »  
« Loi du 27 juin 2018 ayant pour objet l'organisation de l'Université du Luxembourg »  
« Règlement d'ordre intérieur de l'Université du Luxembourg »  
Convention collective 2022-2025

<sup>2</sup> Words or expressions in bold starting with a capital letter are defined in Article 2

- 1.1.3. In order to carry out its missions, the University is required to transfer knowledge and technology and promote its research results and contribute to the development of scientific culture.
- 1.1.4. The University's objectives in terms of valorisation of research results are reflected in the successive 4-year plans which refer to Key Performances Indicators, some of which are directly related to knowledge and technology transfer, and innovation based on the protection and use of **Intellectual Property (IP)**. Furthermore, those goals are also pursued in the long term in accordance with the University Strategy Framework 2020-2039 where the impact on society, private and public sectors is clearly stated.

## 1.2. Purpose of the IP Policy

- 1.2.1. **IP management.** The IP Policy seeks to set the framework for the translation of the IP arising from the University's Research into products, services, processes and knowledge dissemination. It encourages **Staff Members, Students and Visitors** to become **Creators** and to identify **IP** with potential commercial, social or environmental value. It also establishes clear rules and procedures for the management and Valorisation of such IP generated at the University.
- 1.2.2. **Promotion of IP use.** The intent of the IP Policy is to facilitate the widespread use of, through various modalities of access to, the University's IP.
- 1.2.3. **Balance of interests.** The IP Policy seeks to ensure the legal protection, where applicable, effective management and Valorisation of University IP, while at the same time not impeding with the traditions of education and scholarship, academic freedom, open and timely publications<sup>3</sup>, University sovereignty, and the University's mission serving the public interest.
- 1.2.4. The IP Policy is part of a comprehensive approach to raising awareness among the university community about the importance of research **Valorisation**. It is also part of a broader strategy aimed at supporting the community in taking actions that benefit the University, the country and its researchers and staff. The policy will be the subject of an explanatory, training and awareness campaign, that will facilitate exchanges with knowledge producers and contribute to the continuous improvement of processes and policy-making at the University.

## 1.3. Overall Principles

The University operates under the following overall principles:

- 1.3.1. **Open access.** The University is committed to making the results of scientific research open access. It follows COARA and DORA principles, and has launched ORBilu, Open repository and bibliography with a Deposit Mandate<sup>4</sup> in 2012, which enables researchers to make their research FAIR (findable, accessible, interoperable and reusable) through Open Access and uphold the principles of FAIR data that is as open as possible, and as closed as necessary.

---

<sup>3</sup> Respecting the principles of DORA and COARA <https://sfdora.org> <https://coara.eu>

<sup>4</sup> <https://orbilu.uni.lu/page/Deposit%20Mandate>

- 1.3.2. **Incentives.** The University wishes to recognise (see section 10 of the Policy) Staff Members, Students and Visitors whose IP generates a demonstrable socio- and/or economic impact.
- 1.3.3. **Responsible Commercialisation and Valorisation.** Where IP arises that has commercial or social potential as a result of Research and other academic work, the University intends to make such IP available in a form that will most effectively promote its development and use for economic and social benefit.
- 1.3.4. **Local development.** The University encourages Research that meets local and European needs. In its efforts to Valorise its IP, the University shall seek the economic and societal benefits for industry and society from Luxembourg, the Greater Region and Europe which will be preferred to other opportunities as long as the overall value and global impact are comparable.

## ARTICLE 2 - DEFINITIONS

Without prejudice to any applicable laws, in this **Policy**, the definitions set out below shall apply:

**Appointment.** A formal agreement for a Visitor at the University, which is a prerequisite to participate in or conduct Research, scholarship, creative work, Outreach or teaching at the University.

**Author.** Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under the IP laws of Luxembourg.

**Background IP.** Any pre-existing IP created before the execution of any Research Project, or prior to a Creator becoming subject to this IP Policy, by virtue of Appointment in the case of a Visitor, employment contract in the case of a Staff Member, or registration in the case of a Student.

**Commercialisation.** Any form of utilisation of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. **Commercialise** is similarly defined.

**Commercialisation Entity.** A company that has access to University IP, through any one or more of the available Commercialisation modes, to produce new products, processes or services. This can be a spin-off, a start-up or an established organisation.

**Conflict of Commitment (COC).** Any situation in which an individual Staff Member's or Visitor's primary professional loyalty is not to the University because the time devoted to outside activities adversely affects their capacity to meet her/his responsibilities as set out in her/his employment contract or Appointment, respectively.

**Conflict of Interest (COI).** Any situation as defined in the Code of Conduct<sup>5</sup> in which real or perceived interests of an individual Staff Member, Visitor or Student may run counter to the interests of the University or negatively affect their employment or duties.

---

<sup>5</sup> See Section 2 of the Code of Conduct of the University

**Course Materials.** All materials used in, or in connection with, and for the purpose of, teaching an education course through the provision of lectures, tutorials, seminars, workshops, field or laboratory classes, assessments, practicum and other teaching activities conducted by the University; and all IP in such materials.

**Creator.** Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of 'inventor', 'author' or 'breeder' as generally implied in the IP laws of Luxembourg. Hierarchical responsibility does not automatically confer Creator status.

**Doctoral Candidate:** Candidate for the title of doctor and enrolled in a doctoral school at the University of Luxembourg.

**Enabler.** Any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by Creators - and as such may not be listed themselves as an author or inventor in terms of statutory IP rights - mainly through the execution of standard tasks or following through on specific instructions, but without whose practical contribution the Commercialisation would not have been possible. Hierarchical responsibility or resource management responsibility does not automatically confer Enabler status.

**Gross IP Revenue.** All revenue received by the University on Commercialisation of University IP before any deductions for IP Expenses, as defined in Article 10.

**University.** University of Luxembourg

**University IP.** IP owned or co-owned by the University.

**Intellectual Property (IP).** All outputs of creative endeavour in any field at the University for which legal rights may be obtained or enforced pursuant to the law. IP may include:

- a) literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of University resources or facilities;
- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) patentable and non-patentable technical information;
- g) designs including layout designs (topographies) of integrated circuits;
- h) plant varieties and related information;
- i) trade secrets;
- j) use-cases, business-cases, case-studies and teaching cases
- k) know-how, information and data associated with the above; and
- l) any other University-commissioned works not included above.

**Intellectual Property Rights (IPRs).** The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, should the statutory requirements for protection be met to result in a patent, trademark, registered design or plant breeders' right, respectively. IPRs include Copyright/droit d'auteur.

**Invention.** A novel or useful idea relating to processes, machines, manufacturing or compositions of matter. It would include such things as new or improved devices, systems,

computer software, circuits, chemical compounds, biomedical materials, mixtures etc. In lay terms, it is probable that an invention has been made when something new or useful has been conceived or developed, or when unusual, unexpected, or non-obvious results have been obtained and can be exploited. Inventions will most commonly be developed through science, engineering, and clinical research, but can arise from any area of academic research or scholarship. See [Art. 4. Loi du 20 juillet 1992](#) for a valid and complete definition of **patentable inventions** and exceptions to patentability.

**Inventor.** Any person to whom this Policy is applicable, who individually or jointly with others makes an Invention and who meets the criteria for inventorship under the Luxembourg and international laws.

An inventor must have conceived (a mental act) an essential element of the invention. Here are a few typical situations that are useful to define the notion of inventor:

- Inventorship should not be confused with authorship on a scientific publication.
- A person who contributed only labor and/or the supervision of routine techniques, but who did not contribute to the concept of one of the embodiments of the claimed invention is not considered an inventor.
- A person is not an inventor if he/she makes the invention work by following instructions or doing all the experiments with direction from another person.
- A person who contributed an extraneous idea while the invention was being developed, but whose idea did not contribute directly to the claimed invention is not considered an inventor.<sup>6</sup> Hierarchical responsibility or resource management responsibility for the work having resulted in an invention does not confer inventorship.

**IP Disclosure Form.** The form provided in Annex I to be completed by Creators and submitted to the IP Management Office to document their creation. This document might be called ID, standing for Invention Disclosure, and can be adapted to any IP disclosure (not only technical inventions), including know-how or software declaration.

**IP Expenses.** All expenses incurred by the University in the management and Commercialisation of IP for which Gross IP Revenue has been received.

**IP Steering Committee.** The body within the University, set up in terms of Article 4.1, which is responsible for overseeing the drafting, implementation, monitoring and evolution of the Policy, and for providing strategic oversight of the IP Management Office.

**IP Management Office.** The administrative units established in terms of Article 4.2, responsible for the day-to-day management of all IP-related activities of the University. University's IP management office is the Partnership, Knowledge, and Technology Transfer office (aka. the PaKTT office or the **PaKTT**o)

**Licence.** A licence (or licence agreement) is a contract under which the holder of intellectual property (licensor) grants permission for the use of its intellectual property to another person (licensee), within the limits set by the provisions of the contract<sup>7</sup>

**Net IP Revenue.** Gross IP Revenue less IP Expenses.

---

<sup>6</sup> More details can be found at [https://web.stanford.edu/group/OTL/documents/who\\_is\\_inv.pdf](https://web.stanford.edu/group/OTL/documents/who_is_inv.pdf)

<sup>7</sup> Source: European IP Helpdesk <https://www.ipoi.gov.ie/en/commercialise-your-ip/using-ip-to-grow-your-business/how-do-i-use-intellectual-property-to-grow-my-business/tooltips/eu-ipr-commercialising-ip-licence-agreements.pdf>. Additional information can be found at: [https://europa.eu/youreurope/business/running-business/intellectual-property/licensing-selling/index\\_en.htm](https://europa.eu/youreurope/business/running-business/intellectual-property/licensing-selling/index_en.htm)

**Open Educational Resources (OER).** Teaching, learning and Research materials that reside in the Public Domain and that have been released under an open license that permits their free use or modification by others.

**Outreach.** The act of sharing and communicating knowledge and research results with a wider non-specialist audience such as the general public, using a variety of activities aimed at promoting public awareness and understanding of science and making informal contributions to science education.

**Patent.** A patent is an exclusive right granted for an invention, which is a product or a process that provides, in general, a new way of doing something, or offers a new technical solution to a problem<sup>8</sup>

**Policy.** This current document.

**Public Disclosure.** The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an Invention at a trade show; or the industrial application of an Invention.

**Public Domain.** The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or voluntarily abandoned or because the rights have expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

**Research.**<sup>9</sup> Any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied or finalised research, and experimental development.

**Research Contract.** Any type of agreement between the University and an external public, private or academic party or research sponsor, relating to Research, which may result in the creation of IP at the University. This shall include but is not limited to, all sponsorships and collaborations with the external party or research sponsor.

**Research Project.** Any project that forms the basis of Research undertaken by the University, and any research and Outreach activity using the data, materials, resources, IT resources and means, research installations or equipment of the University. This includes projects undertaken by a Student, Doctoral candidate, post-doc or Visitor under the supervision of a Staff Member or a Visitor.

**Scholarly Works.** All copyright works (articles, papers, books, etc) which are the outputs of academic Staff Members, Students or Visitors, including Research outputs in area(s) of his/her expertise. It does not include Course Materials nor software, nor business-cases/case studies showing commercial potential.

---

<sup>8</sup> Source: World Intellectual Property Organisation <https://www.wipo.int/patents/en/>. More information about patents is available at <https://mecogouvernement.lu/fr/le-ministere/domaines-activite/proprie-te-intellectuelle/brevets-invention.html> and <https://mecogouvernement.lu/dam-assets/le-ministere/domaines-activite/proprie-te-intellectuelle/brevets-invention/loi-brevets-1992-texte-coordonne-2013.pdf> or more generally at <https://mecogouvernement.lu/fr/le-ministere/domaines-activite/proprie-te-intellectuelle.html>

<sup>9</sup> see the [Frascati Manual](https://www.oecd.org/innovation/frascati-manual-2015-9789264239012-en.htm) for a complete definition <https://www.oecd.org/innovation/frascati-manual-2015-9789264239012-en.htm>

**Spin-off.** A new firm or start-up which includes a substantial contribution of knowledge recently developed in University and protected by IPRs that are either licensed or transferred to the firm.

**Start-up.** An independent organisation, which is younger than five years and is aimed at creating, improving and expanding a scalable, innovative, science/technology-enabled product, process or service with high and rapid growth.<sup>10</sup>

**Staff Member.** Any person who is registered by the University Human Resources service and is under a contract of employment with the University. This includes academic, research, technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis.

**Student.** Any student registered for a University course or officially invited at the University, for instance under the frame of a “co-tutelle”. Any Doctoral candidates is a student and might also be a Staff member.

**Substantial Use.** Extensive use of the University’s resources which include, but are not limited to, facilities, equipment, data, software and computing resources, technical means, scientific and human resources or funds and Background IP that is not publicly available. Routine use of libraries and/or office space is not included.

**Trade Secret.** According to article 2 of [Law of 26 June 2019](#), trade secrets mean information that meets all of the following conditions:

- they are secrets in the sense that, as a whole or in the exact configuration and assembly of its elements, they are not generally known or not easily accessible to persons in the circles normally concerned with the type of information in question;
- they have commercial value because they are secret;
- they have been kept secret by the person lawfully in control of them by making reasonable provisions, having regard to the circumstances, for keeping them secret;

**Visitor.** Any person as defined by the University’s Human Resources department , who is neither a Staff Member nor a Student of the University, who engages in work at the University, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an Appointment agreement with the University.

**Valorisation.** Any form of use of IP intended to generate commercial, social or environmental value, or any other benefit to society. Valorisation can consist of Commercialisation. **Valorise** is defined in the same way.

Knowledge Valorisation is the process of creating value from knowledge by linking different fields and sectors. It transforms data and research results into sustainable products and solutions that benefit society. It improves economic prosperity, environmental benefits, social progress and policy-making.

**Valorisation Body.** A partner that has access to the IP of the University to create value. This can be a Commercialisation entity, an association, a public body, a Social Impact company, or any stakeholder able to transform knowledge and IP into products or services with a positive impact on society.

---

<sup>10</sup> Inspired from <https://europeanstartupnetwork.eu/vision/#:~:text=Startup%20Definition%20-%20A%20startup%20is,with%20high%20and%20rapid%20growth>

## ARTICLE 3 – SCOPE OF THE POLICY

- 3.1. **IP.** This **Policy** applies to all IP generated at the University, in particular by Staff Members, Students and Visitors.
- 3.2. **Background IP.** Upon commencing employment, enrolment or an Appointment, Staff Members, Students and Visitors must declare any existing IP they wish to exclude from the application of this Policy due to creation prior to their employment, enrolment or Appointment at the University.
- 3.3. **Applicability.** This Policy applies to all Staff Members, Students and Visitors who participate in a **Research Project** or produce **Scholarly Works**. Rights and obligations under this Policy shall survive any termination of employment, enrolment or Appointment at the University.
- 3.4. **Binding effect of the Policy.** This Policy constitutes a binding agreement between the University, Staff Members, Students and Visitors, once it has been adopted by the Governing Board of the UL, on the following grounds:
  - 3.4.1. **Staff Members.** All Staff members are bound by and informed of this Policy. The University shall ensure that the contract of employment or any other agreement establishing any type of employment relationship between the University and new Staff Members includes a provision bringing Staff Members within the scope of this Policy.
  - 3.4.2. **Students participating in a Research Project.** The University shall ensure that Students participating in a Research Project sign an agreement<sup>11</sup> before commencing the project, certifying that they have read the provisions of this Policy and will comply with them, according to Article 5.2.5.
  - 3.4.3. **Visitors.** The University shall ensure that Visitors sign an Appointment agreement before commencing any activity at the University. Such agreement shall bring the Visitor within the scope of this Policy and shall refer to this Policy, a copy of which will be made available to the Visitor.
  - 3.4.4. **Informed consent.** This Policy shall be published on the University's website, the Règlement d'ordre intérieur and the Règlement des études. In addition, a reference to this Policy shall be made in the Student enrolment terms and conditions, academic catalogues, or their equivalent. This reference shall be in sufficiently detailed to allow easy access to the full text of the Policy.

---

<sup>11</sup> See Form in Annex

## ARTICLE 4 – GOVERNANCE AND OPERATION

### 4.1. IP Steering Committee

- 4.1.1 **Purpose.** The University shall establish an **IP Steering Committee** to oversee the implementation and evolution of this Policy and provide strategic guidance to the PaKTTTo (according to Article 4.2 below).
- 4.1.2. **Composition.** The IP Steering Committee shall consist of the Head of the PaKTTTo, the Vice-Rector(s) who's portfolio includes Research and Partnerships. The Vice-Rector in charge of Partnerships shall chair the IP Steering Committee. The committee may invite internal or external experts, or any individuals involved in University IP issues. A representative of the Staff Delegation will be invited when personal matters are at stake. The guests have no voting rights.
- 4.1.3. **Responsibilities and delegations.** The IP Steering Committee is the decision-making body in the determination of an IP management and Commercialisation strategy for a particular IP. It reports to the Rector who is the ultimate decision maker should an arbitration be needed. The IP Steering Committee delegates the daily management of IP to the PaKTTTo and can delegate some missions and responsibilities, in particular the ones described in 4.2.2. a. b. and d., to research support staff, and to the local innovation, partnerships and technology transfer offices hosted in the UL entities (faculties and interdisciplinary centres).
- 4.1.4. **Meetings.** The IP Steering Committee shall establish at least 2 yearly regular meetings and shall also be available for *ad hoc* meetings. Committee's decisions are taken by consensus. In the event of a dissenting vote, the Chairman of the Committee takes the decision.

### 4.2. The IP Management Office (PaKTTTo)

- 4.2.1. **Purpose.** The University has established an **IP Management Office** (PaKTTTo) to assist the University in managing and Valorising its IP in a form that will most effectively promote its development and use for economic, environmental and social benefit.
- 4.2.2. **Responsibilities.** The responsibilities of the PaKTTTo shall include, but are not limited to:
- a. Awareness of the **Creators**;
  - b. Relationship management with Creators;
  - c. IP and **IPR** management (including **Patent** filing);
  - d. Technology marketing and UL IP promotion;
  - e. IP contract negotiation with **Valorisation entities**;
  - f. IP contract management; and
  - g. IP costs and revenue distribution.
- 4.2.3. **Organisation.** The University IP management office is the central office for Partnerships, Knowledge and Technology Transfer (PaKTTTo). It operates in a hub-and-spoke system with the University's entities (faculties and interdisciplinary centres) and will ensure that the Policy is implemented taking into account the specificities of each entity. The PaKTTTo is responsible for collecting all information

on potential new projects, ongoing projects and follow-up; a shared database and IP information system are fed by the PaKTTTo and the entities, and maintained to provide a overview at entity level and University level. The PaKTTTo is also responsible for implementing the policy and ensuring that it is applied consistently. It operates in full coordination with the entities, providing Knowledge Transfer capacity building, training, advice and monitoring at all levels within the University, and ensuring that IP activity is fully reported to the IP Steering Committee which represents the decision-making authority.

- 4.2.4. **Confidentiality.** The confidentiality working conditions at the PaKTTTo are designed primarily to ensure the protection of sensitive information and to foster a secure environment for innovation. The aim is to maintain the utmost confidentiality and safeguard the intellectual property of the University and its collaborators. The PaKTTTo benefits from the University information security protocols and tools. To create a conducive atmosphere, Staff shall respect confidentiality and non-disclosure conditions. All employees at the PaKTTTo are required to sign such agreements upon joining the team in addition to signing their work contract. This ensures that they understand the importance of maintaining confidentiality and are committed to respecting it. The PaKTTTo recognises that trust is paramount and takes confidentiality very seriously. By maintaining strong working conditions and fostering a culture of respect for intellectual property, the office provides a safe and confidential environment for all involved in the innovation ecosystem. The local innovation, partnerships and technology transfer offices hosted in the University entities (faculties and interdisciplinary centres) are submitted to the same rules in particular when they benefit from delegations provided by clause 4.1.3.

## ARTICLE 5 - OWNERSHIP OF IP AND RIGHTS OF USE

### 5.1. IP Created by Staff Members

- 5.1.1. **University ownership.** The University owns all IP created by a Staff Member:
- in the course and scope of his/her employment; or
  - making **Substantial Use** of the University's resources.
- 5.1.2. **Staff Member ownership.** Staff Members will own/co-own (with other creators if any) the IP they have created when such IP:
- is outside the course and scope of their employment and without Substantial Use of the University's resources;
  - is copyrighted in Scholarly Works (see Article 5.5);
- 5.1.3. **IP emanating from Research Contracts.** In the absence of provisions to the contrary in any Luxemburgish law, the terms of the **Research Contract** will regulate ownership of IP created by Staff Members in the course of a Research Project that forms part of a Research Contract, as set out in Article 7.
- 5.1.4. **Appointment of Staff Members at another University.**<sup>12</sup> It is the responsibility of each Staff Member that holds an honorary or other academic or research appointment at another institution (Host University) to bring to the attention of the Host University his/her obligations in terms of this Policy, prior to the tenure at the

---

<sup>12</sup> This means that such Staff Members are a visitor at another institution.

Host University. To the extent that the Host University's IP Policy makes a claim on IP created by the Staff Member pursuant to such appointment, the Staff Member shall ensure that the Host University negotiates a suitable IP arrangement with the University.

## 5.2. IP Created by Students

- 5.2.1. **Student ownership.** IP created by a Student in the course of study at the University (including theses, dissertations and other Scholarly Works) will be owned by the Student. The same does not apply to IP created by a Student in a Research Project, as per Article 5.2.3 below.
- 5.2.2. **Theses or dissertations.**  
The Student must submit his/her final thesis or dissertation to the University repository. Public access to thesis and dissertations will follow University's internal rules.
- 5.2.3. **University ownership.** IP emanating from a Student's Research Project shall be owned by the University in the following circumstances:
- if the IP is created by making Substantial Use of the University's resources (excluding supervision); or
  - if the Research carried out by the Student forms part of the University's Research Projects.
- 5.2.4. **IP emanating from Research Contracts.**<sup>13</sup> The terms of the Research Contract shall regulate the ownership of IP created by a Student in the course of such Research Contract, as set out in Article 7.
- 5.2.5. **University ownership responsibilities.**<sup>14</sup> If the University is the owner of IP created by a Student, in terms of Article 5.2.3 or Article 5.2.4, and hence created in terms of a Research Project or Research Contract, respectively, the University shall:
- provide the Student with an explanation of the reasons for the assignment of IP rights to the University;
  - advise the Student to seek independent advice regarding the assignment;
  - obtain a deed of assignment from the Student for all IPRs emanating from the Student's Research Contract or Research Project, where relevant, in return for revenue sharing as provided for in Article 10; and
  - withdraw the Student from the Research Project or Research Contract if a Student elects not to assign the relevant IPRs to the University.
- 5.2.6. **Bursaries/scholarships.** An external party that grants a bursary or scholarship to a Student may elect to own the IP created by that Student in the course of his/her study at the University provided the Student and the University have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable law.
- 5.2.7. **Student owned IP Valorisation.** The PaKTT may, upon agreement, provide Valorisation services to Students for their IP.  
In this event, Students may be required to assign their IP to the University and will be afforded the same rights and obligations as Staff Members under this Policy.  
University Incubator might deliver incubation services, which are not considered to be Valorisation services.

---

<sup>13</sup> That is, if the Student is participating in a Research Project under a Research Contract between the Institution and an external entity or research sponsor.

<sup>14</sup> See also Article 3.4.2 of this Policy.

### 5.3. IP Created by Visitors

- 5.3.1. **University ownership.** Unless otherwise agreed to in writing by UL and the Visitor's home institution prior to the stay at UL, Visitors are required to assign to the University any IP with the exception of the copyright on their Scholarly Works:
- created in the course and scope of their Appointment at the University; or
  - created by making Substantial Use of the University's resources.
- 5.3.2. **University IP.** On leaving the University, a Visitor must sign and submit to PaKTT an **IP Disclosure form** disclosing any IP created, as per Article 5.3.1, during their stay at the University.

### 5.4. Special Rules for Course Materials

- 5.4.1. **Course materials ownership.** The Staff member, student or visitor will own the IP in **Course Materials** created, with the exclusion of Course Material that is created from or for **Open Educational Resources**, in accordance with Article 5.7.1.
- 5.4.2. **License to the institution.** University is granted by the Creators of Course Materials a royalty-free, non-exclusive **licence** to use the Course Materials for teaching and Research purposes at the University.

### 5.5. Special Rules for Scholarly Works

- 5.5.1. **Publication.** The University recognises and endorses the rights of Staff Members, Students and Visitors to publish their Scholarly Works and benefit from any resulting royalties. Creators are encouraged prior to publication to analyse and identify opportunities to protect and valorise University IP according to Article 8. PaKTT and the local innovation, partnerships and technology transfer offices housed in the University's entities will provide Creators with the necessary advice and assistance.
- 5.5.2. **University repository.** Staff Members, Students and Visitors should endeavour to obtain publishers' permission to include published Scholarly Works in the University repository.
- 5.5.3. **License to the University.** Subject to any prior rights they may have granted to publishers, Staff Members, Students and Visitors shall grant the University a non-exclusive, royalty-free license to use their Scholarly Works for the University's administrative, promotional, Research and teaching purposes.

### 5.6. Moral Rights

- 5.6.1. **Recognition.** The University undertakes to respect and protect the moral rights which copyright law confers on **Authors** of copyright works, as well as the moral right of **Inventors** to be mentioned as such in a patent application filed by the University following Article 62 of the European Patent Convention and Article 4<sup>ter</sup> of the Paris Convention.
- 5.6.2. **Rights granted.** The University acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:
- the right of attribution of authorship in respect of the copyright works;
  - the right not to have authorship of the copyright works falsely attributed; and
  - the right of integrity of authorship in respect of the copyright works.

- 5.6.3. **No waiver.** The University will not require Staff Members, Students or Visitors to waive their moral rights as a condition of employment, enrolment, Appointment or funding.

## 5.7. Public Domain

- 5.7.1. **Public Domain.** University IP forms part of the **Public Domain** in the following circumstances:
- a. if a Research Contract provides that the Research results be placed into the Public Domain; or
  - b. if Staff Members or Visitors made use of **Open Educational Ressources** or resources licensed through Open Source or Creative Commons Licences and the licensing conditions require the release of derivatives into the Public Domain.
- 5.7.2. **Release into the public domain.** The University might release IP into the Public Domain in the following circumstances:
- a. where it is deemed to be in the public interest;
  - b. if the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
  - c. if deemed necessary by the University;
  - d. after considering the best balance between the interest of the University, its obligation to valorise its patrimony, and the potential benefits for the society, the University and the Creators.

## 5.8. Free and Open-Source Software (FOSS)

The University supports the use of FOSS in research projects as well as for the eventual licensing of the University technologies. Should the Creators wish to release a software asset created at the University and/or participate in external FOSS projects, prior to any action related to opening or releasing the source code and documentation, they must ensure that the respective contributions are aligned with the University's interests, and that they don't accidentally compromise any intellectual property rights nor any other terms and conditions set out in any funding agreements or project contracts. Some University entities<sup>15</sup> have developed more specific FOSS policies, procedures, work instructions, pieces of training, and tool support which will be shared throughout the University and shall remain compatible and consistent with this prevailing IP **Policy**.

## ARTICLE 6 – PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

- 6.1. **Right of publication.** Creators decide whether and when to publish their Research results, in accordance with Article 5.5 above. However, the University encourages the maximisation of value creation through IP Valorisation and provides support and guidance through PaKTT, dedicated to facilitating and accompanying the Creators throughout the protection and Valorisation process.
- 6.2. **Non-disclosure for IP protection.** In conjunction with the right of publication, Creators should be aware that premature **Public Disclosure** may result in loss of IP

---

<sup>15</sup> See in particular SnT FOSS team and initiatives: <https://www.uni.lu/snt-fr/news/open-source-software-the-snt-way/>

protection rights. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, according to Article 8, and shall consult the PaKTTTo before making any Public Disclosure of potential University IP. Following art. 13.2 of the Luxembourg Patent act, the University and the Creators “shall refrain from any disclosure such as may compromise in whole or in part the exercise of the rights afforded” by the Patent act.

- 6.3. **Trade Secrets.** The University may designate certain confidential information as a **Trade Secret**, owned by the University. In that event, all Creators will be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by the PaKTTTo.

## ARTICLE 7 – RESEARCH CONTRACTS

- 7.1. **Authority.** Staff Members, Students and Visitors shall not have the right to enter into a Research Contract with external parties on behalf of the University.
- 7.2. **Research Contract Policy.** All Research Contracts must be executed and performed in compliance with the University’s Research Contract Management Policy.
- 7.3. **Due diligence.** Persons acting for and on behalf of the University shall exercise all due diligence and consult the PaKTTTo and the University Legal services when negotiating and signing contracts that may affect the University’s IPRs.
- 7.4. **Ownership and rights to use.** Subject to any provisions in law to the contrary, ownership and rights to use shall be agreed upon with the external party, in order to protect the University interests and to allow the Valorisation of its IP.
- 7.5. **Government rules.** Research Contracts shall comply with any applicable law and/or Government regulations and/or rules and/or national or European Funding agencies rules, which may be applicable to Research undertaken by the University, in particular, as far as it relates to the ownership of IP resulting from such Research.
- 7.6. **Approval.** Proposed Research Contract and other legal statements concerning the University’s IPRs shall comply with the provisions of this Policy. Any variance from this Policy must be reported to the IP Steering Committee.
- 7.7. **Basic Principles.** The IP clauses in all Research Contracts shall be governed by the following basic principles:
- 7.7.1. **Concluded from the outset.** A Research Contract must be executed in writing and signed by the University and the external party(ies)/sponsor(s) prior to the commencement of any Research Project and, as appropriate and without limitation, must contain terms relating to ownership, management and use of IP arising from the Research Project as well as any Background IP.
- 7.7.2. **Background IP.** All University Background IP relevant for the respective Research Project must be properly recorded and declared prior to the commencement of a Research Contract and belongs to the University.

Similarly, Background IP of the external party/sponsor, belongs to such party or sponsor. Use of such Background IP requires express written permission.

- 7.7.3. **Foreground IP (IP arising from the Research Contract).** IP generated pursuant to a Research Contract by Staff Members, Students or Visitors shall be governed in terms of the above provisions relating to IP generated by these parties. The general rule is that such IP shall be owned by the University.
- 7.7.4. **Co-owned Foreground IP.**
- a. **Terms for co-ownership.** Co-ownership of IP generated pursuant to a Research Contract shall be as per the percentage of IP created by the University and the external parties/sponsors unless otherwise mutually agreed contractually.
  - b. **Costs for protecting and maintaining co-owned IP.** The costs for protecting and maintaining any IPRs shall be shared between the University and the external parties/sponsors in accordance with the percentage of IP ownership unless otherwise mutually agreed contractually.
- 7.7.5. **Serendipitous IP<sup>16</sup>.** Any IP created during the course of the Research Contract which falls outside of scope of the Research Contract shall be owned by the University or the external parties/sponsors which developed such IP, unless agreed contractually otherwise in the Research Contract.
- 7.7.6. **Right of first refusal to the IP.** The Research Contract may include provisions giving the external parties/sponsors, a right of first refusal to Commercialise the IP emanating from the Research Contract, through a license or joint venture arrangement or assignment.
- 7.7.7. **Publication delay.** It is the strict policy of the University to allow Creators freedom to publish their work. However, the University acknowledges that delays in publication for the purpose of initiating statutory protection of the IP is often necessary. In this regard, the University will agree, on a case-by-case basis, to a contractual delay in publication by Creators. Such delay will not exceed 90 calendar days from the date the PaKTTTo is notified of the intent to publish. The Research Contract will ensure that the scientific quality of the publications cannot be altered by the external Party to the Contract for reasons linked to IP protection.
- 7.7.8. **Use of the IP for Research and teaching and Outreach activities.** In instances, where the University IP is licensed exclusively or assigned as part of the Research Contract, all efforts should be made to secure a royalty-free license for use of the IP for Research and teaching purposes, as well as communication and Outreach activities.
- 7.8. **Exceptions to the Policy.** In certain cases, it may be necessary and/or beneficial to the University to enter into a Research Contract that contains exceptions to the provisions of this Policy. In particular, the analysis of the means provided by each party for a Research Contract (human, intellectual and financial resources, access to tools, specific equipment or data, etc.) can lead to a sharing of the IP produced by the University or even to the assignment of University's IP for the benefit of the partners under conditions to be negotiated considering each Partner's inputs. Any

---

<sup>16</sup> Results are serendipitous when research that was originally funded for one purpose turns out to be useful for another purpose.

variance from this Policy must be reported to the IP Steering Committee through the PaKTTTo.

## ARTICLE 8 – DETERMINATIONS BY THE PaKTTTo

### 8.1. Responsibility to Disclose IP

- 8.1.1. **Recording.** Creators shall keep appropriate records of their Research in accordance with the University's applicable policy procedures and make reasonable efforts to ensure that only those individuals within the University who have a need to have access to such records for the performance of their duties are granted such access.
- 8.1.2. **IP Disclosure.** Where a Creator identifies potential IP resulting from his/her Research or that of his/her team, he/she shall disclose such potential IP to the PaKTTTo promptly by means of an IP Disclosure Form.
- 8.1.3. **Complete disclosure.** Creators shall provide the PaKTTTo such full, complete and accurate information as the PaKTTTo may reasonably require enabling it to satisfactorily assess the technical and related features and functions, ownership, potential impacts (including the commercial ones) and IP protection that may be applicable to such IP. When the IP disclosure is complete, it will be registered and assigned a reference number. The PaKTTTo will communicate the reference number with the Creators to signify that the IP Disclosure has been formally received by the University.

### 8.2. Creatorship and Ownership

- 8.2.1. **Creatorship.** Creators shall, upon request, sign the appropriate legal documents provided by the PaKTTTo that attest to creatorship. Where there is more than one Creator, and there is a dispute as to the contribution to creatorship, the PaKTTTo shall in consultation with the Creators, assist in the determination of the percentage IP creatorship, failing which it shall be assumed that there was an equal undivided contribution.
- 8.2.2. **Ownership.** Once creatorship has been determined, in certain situations (eg. patenting in the USA) the Creators are required and will accept to formally assign some rights they may have in that IP to the University.

### 8.3. Determination as to IP Protection and Valorisation

- 8.3.1. **Evaluation and recommendation.** the PaKTTTo will analyse the information disclosed in the IP Disclosure within 60 to 90 days of formal receipt. The analysis will include: whether or not the subject matter is protectable as IP; a preliminary assessment of potential impact, economic viability or marketability; and a determination of any rights of external parties. After evaluation, the PaKTTTo will prepare a preliminary report with findings that enable the University to decide if it will proceed with IP protection and Valorisation. The PaKTTTo shall share the preliminary report with the Creator(s), and seek their input before presenting the case to the IP Steering Committee. This evaluation process might conclude that a proof of concept

phase is necessary in order to improve the maturity of the IP situation, along with increasing other Readiness Levels.

- 8.3.2. **Decision to protect/Valorise.** The University will decide, as soon as reasonably practicable, whether or not it wishes to protect and/or Valorise the IP. The PaKTTTo will use all reasonable efforts to notify the Creator(s) of the University's decision, in a spirit of diligence, goodwill, benevolence, transparency and rigour. The PaKTTTo will also rule on the validity of any claim made by a Staff Member, a Visitor or a Student that they are the true Creator(s) of this IP and on their rights under this Policy. The PaKTTTo will provide the IP Steering Committee with the financial forecast related to IP protection, extension, maintenance and Valorisation process, the impact on the PaKTTTo budget and the potential funding or co-funding by University entities when applicable<sup>17</sup>.
- 8.3.3. **University's obligation to notify Creators of its decision.** Within no more than 90 days the PaKTTTo will notify the Creator(s) of the decision of whether the University will or will not pursue IP protection and Valorisation of their IP Disclosure.

#### 8.4. University Elects not to Protect/Valorise the IP

- 8.4.1. **IP abandoned or not Valorised.** The University reserves the right not to protect or Valorise IP that it owns if after consultation with the Creators:
- there is no reasonable prospect of commercial success, no social or public use foreseen;
  - it is not deemed to be in the best interest of the University; or
  - it is not deemed to be in the public interest.
- The same conclusion can be reached in spite of initial IP protection and first tries to valorise IP, for similar reasons, in which case the University reserves the right not to maintain nor geographically extend IP titles and to stop Valorisation efforts.
- 8.4.2. **Transfer of Ownership.** In the event the University decides not to pursue IP protection and/or Valorisation, it will take steps to return said IPRs to the Creator(s), contingent on any other superseding contract rights of external party(ies)/sponsor(s).
- 8.4.3. **Written notification.** If the University is unable to or decides not to protect or Valorise the University IP, it should notify the relevant Creator(s) of its decision in writing and in a timely<sup>18</sup> manner.
- 8.4.4. **No prejudice to IP protection.** The Creator(s) should receive the written notification in a timely manner that enables the relevant Creator(s) to take any formal steps to ensure the protection of IP, should they so desire.
- 8.4.5. **Assignment.** If the Creator elects to take assignment of the IP, the University shall ensure that a deed of assignment is executed without delay.
- 8.4.6. **Terms and conditions.** If the University assigns IPRs to the Creator in terms of Article 8.4., the assignment may be subject to the following terms and conditions:
- that if the University has engaged no specific expenses such as IP protection costs, IPR acquisition or specific resources necessary to the obtention of the IP, the assignment be granted without filing any financial claims;

---

<sup>17</sup> If the IP Committee decides against a priority or international patent application (initial protection or extensions), the Creators involved can request such application in the name of the University, at their research group's expense or the expense of their entity, such a scenario being nevertheless be supervised administratively by PaKTTTo.

<sup>18</sup> "Timely" means sufficient to not cause the loss of IP rights by failure to act.

- b. that in the case where the University has engaged specific expenses such as IP protection costs, Valorisation efforts, IPR acquisition or specific resources necessary to the obtention of the IP<sup>19</sup>, upon Valorisation and particularly Commercialisation by the Creators, the University be compensated by a revenue-sharing agreement allotting to the University 30% of the future income generated by the IP;
- c. that the University be granted a non-exclusive, royalty-free licence to use the IP for Research, Outreach and teaching purposes.

## ARTICLE 9 - COMMERCIALISATION OF IP

- 9.1. **Determination of the Commercialisation Strategy.** The PaKTTTo will determine, with input from the Creators, the most appropriate Valorisation strategy which will be presented to the IP Steering Committee.
- 9.2. **Assistance to the PaKTTTo.** Creators of IP which has been selected for IP protection and Valorisation by the University must provide the PaKTTTo with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and Valorisation of the IP.
- 9.3. **Sovereignty and Cooperation.** The University shall have the sole discretion regarding the Valorisation of IP owned by it. Notwithstanding, the University will ensure that reasonable efforts are made to keep the Creators informed and, where appropriate, involved in the Valorisation of the IP to which they contributed. The protection and Valorisation of University IP will be planned, executed, and monitored by the PaKTTTo.
- 9.4. **Commercialisation Pathways.** Modes of IP Commercialisation may include:
  - a. in priority license, either exclusive or non-exclusive, and variations thereof (options etc)
  - b. assignment (sale) in restrictive circumstances<sup>20</sup>;
  - c. formation of a Commercialisation Entity (**Spin-off**) to which the IP is licensed or assigned in terms of this Policy;
  - d. non-profit use or donation;
  - e. joint ventures or Economic Interest Group;
  - f. royalty-free access on humanitarian or other grounds (eg. social impact); or
  - g. various combinations of the above.
- 9.5. **Guidelines.** Regardless of the mode of IP Commercialisation, the transaction will be executed under a contract which:
  - a. protects the interests of the University, its Staff Members, Students and Visitors;
  - b. retains rights for the University to use the IP for educational and research purposes;

<sup>19</sup> For instance patenting costs, special equipment acquired in order to generate the IP, IP rights on copyrighted elements, specific softwares, data/database etc, service contracts to benefit from business insights or expertise, consultancy etc

<sup>20</sup> Assignment can be considered for instance when the potential Valorisation entities are non-existent or extremely scarce, when only one application domain can be defined, when the research team who generated the IP stops working on the subject or loses all competences due to staff departure, when the IP is useless for any further development in the team or for any new partnerships with third parties, when the technology is weak and/or will rapidly become obsolete, when the financial scheme of royalties would be much more risky than an upfront payment.

- c. assures that the IP will be utilised in a manner which will serve the public good, and respect the University's values and principles (eg by excluding certain unethical business domains);
  - d. assures that the IP will be developed and brought to the marketplace as useful goods and services; and
  - e. prohibits the "shelving" or "mothballing"<sup>21</sup> of the IP or its use in any illegal or unethical manner;
  - f. controls the sublicensing so that third parties respect the above conditions.
- 9.6. The University will endeavour to Valorise IP in a manner that enhances local, national and European economic development, as long as the IP impact and the counterparts obtained for the University or the public interest are maximised.
- 9.7. The University will endeavour to Commercialise IP in a manner that encourages and fosters entrepreneurship by Staff Members and others and which supports Commercialisation Entities.

## ARTICLE 10 - INCENTIVES AND DISTRIBUTION OF REVENUES

### 10.1. The University's Incentive Structure

- 10.1.1. **Purpose and scope.** The University, in the interest of promoting knowledge transfer, will give due consideration to incentives to researchers to foster Research that has socio-economic impact; such incentives may be financial or non-financial. A **Creator/Enabler** may receive incentives from each IP they created/enabled which is Valorised.

### 10.2. Sharing of Revenues

- 10.2.1. **General.** The University awards Creators/Enablers in the sharing of monetary benefits that may accrue to the University from the Commercialisation of University IP.
- 10.2.2. **Calculation of revenues for distribution.** Calculation of **Gross IP Revenue**, **IP Expenses**, and **Net IP Revenue** shall be in accordance with the following rules:
- 10.2.2.1. **Calculation of Gross IP Revenue.** "Gross IP Revenue" is defined in Article 2 as "*all revenue received by the University for Commercialisation of University IP before any cost recovery or deductions for IP Expenses*" and includes, but is not limited to, outright sale of IP, option payments received, licence fees received, evaluation fees received, upfront and milestone payments received, royalty payments received, and direct sale of products or services. Gross IP Revenue excludes dividends received and income through the disposal of equity.
  - 10.2.2.2. **IP Expenses.** "IP Expenses" is defined in Article 2 as "*all expenses incurred by the University in the management of IP for which Gross IP Revenue has been received*" and includes, but is not limited to, those expenses that relate to (i) the University's expenses incurred by payment

<sup>21</sup> Shelving or mothballing of academic IP refers to IP and invention disclosure bundles that remain unexplored, unlicensed or unused.

to external entities for securing, maintaining and enforcing IP protection, such as patenting, licensing and litigation expenses; (ii) costs incurred by the University in the licensing/assignment of IP, including marketing costs, contract negotiation and drafting costs; (iii) additional costs in making, shipping or otherwise distributing products, processes or services that embody the particular IP, and (iv) staff time and general administrative costs (overheads).

10.2.2.3. **Calculation of Net IP Revenue.** The PaKTT shall maintain accurate and transparent documentation of external and additional IP Expenses incurred for a particular IP and shall be entitled to cover all these IP Expenses it has incurred, as set out in 10.2.2.2 ((i) and (iii))above. The “Net IP Revenue” is calculated as the Gross IP Revenue less ((i)+(iii)) IP Expenses. The internal University costs (PaKTT+ overheads) are not to be deduced from the Net IP revenue.

10.2.2.4. **Co-owned IP.** Where the IP is co-owned by the University and an outside organisation, the Gross IP Revenue received by the University will be shared in accordance with a pre-determined formula as per a contractual arrangement. Thereafter, the Gross IP Revenue received by the University and the Net IP Revenue will be determined, and revenues will be shared in accordance with section 10.2.3.1 and 10.2.3.2 below.

### 10.2.3. Sharing of revenues – Creators/Enablers

#### 10.2.3.1. Standard Creator’s share.

- a. If the Net IP Revenue is positive.
  - 50% of the Net IP Revenue will be allocated to the Creator;
  - When the annual Net IP revenue exceeds 100.000 € the Creator’s share becomes 50.000€ + 25% \* (net IP revenue – 100.000€);
  - Where there is more than one Creator, the Creators are entitled to a *pro rata* share, based on their contribution described in the IP Disclosure Form.
  - The remaining available revenue after Creators retribution is shared as follows:
    - 50 % to the central administration;
    - 50 % to the entity (Faculty/IC)<sup>22</sup> hosting the research team(s) having generated the IP.
- b. If the Net IP Revenue is negative.
  - 50% of the Gross IP Revenue is dedicated to reimbursing the IP expenses. The remaining half is considered as a new positive Net IP Revenue and is treated as in case 10.2.3.1.a.

#### 10.2.3.2. Standard Enabler’s share.

Creator(s) may at their joint sole discretion choose to provide for Enablers to receive a share of the Creator(s)’ portion of the Net IP Revenue. This arrangement must be agreed to in writing by all Creators, if more than one.

10.2.3.3. **Disputes.** In the event of a dispute or uncertainty regarding the Creators’/Enablers’ share of the IP Revenue from a specific IP, the issue shall be brought for resolution to the IP Steering Committee.

---

<sup>22</sup> The entity is responsible for the internal allocation of this revenue.

- 10.2.3.4. **Payment.** Payment to the Creators/Enablers will be made by the University on a periodic basis, but no later than 12 months after receipt of the IP Revenue by the University. No payment of less than 120 € will be made (the due amount will then be postponed to the following distributions until the threshold is reached).
- 10.2.3.5. **Taxes.** Payments made as per 10.2.3.4 are considered as salaries and therefore subject to personal tax. The University may, if so obliged by national tax laws, make any applicable tax deductions before making payments to the Creators/ Enablers.
- 10.2.3.6. **Entitlement.** Creators/Enablers will be entitled to IP revenue sharing for as long as the University receives IP Revenues from Commercialisation of the University IP. This entitlement shall survive any resignation/termination of employment, but will cease one year after Creators/Enablers passing.
- 10.2.3.7. **Banking and contact details.** The onus is upon each Creator/Enabler to ensure that the University has their current banking details and current address details for the purpose of revenue sharing. The University will keep the relevant IP revenue amounts in reserve for a maximum period of 3 (three) years after which all rights of Creators/Enablers to receive such payments will be forfeited. If the University pays an amount into an incorrect account as a result of information supplied to it being outdated or incorrect, the University will not have any further obligation or liability in respect of such payment, which will be deemed to have been duly and properly made. Unless contrary to law, should the University be unable to locate the Creators/Enablers through reasonable efforts, in order to effect payment of the revenue share amount, and a period of three years has passed since an initial attempt, then the portion owed to that Creator/Enabler or his/her heirs will be paid to the University's central fund to be used to support Research and innovation activities.

### 10.3. Other Incentives

The University will give consideration, on a case-by-case basis, to the provision of other incentives, for instance in the frame of the competitive promotion process.

## ARTICLE 11 - IP PORTFOLIO MAINTENANCE

- 11.1. **Recording and monitoring.** The PaKTT shall maintain records of the University's IP in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, inform the person or department designated to make such payments.
- 11.2. **Accounting.** The PaKTT shall maintain income/expense accounting records on each IP to calculate revenue-sharing allocations.

## ARTICLE 12 - CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT

- 12.1. **Commitment to the University.** Staff Members' and Visitors' primary commitment of time and intellectual contributions should be to the education, research, and the third mission of the University.
- 12.2. **Best Interests of the University.** Staff Members and Visitors have a primary professional obligation to act in the best interests of the University; they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.
- 12.3. **Agreements with External Parties.** All Staff Members and Visitors are responsible for ensuring that any agreements they enter into with external parties do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply in particular to private consultancy concluded with external parties. Each individual should make his/her duties and responsibilities clear to those with whom such agreements are entered with and should ensure that they are provided with a copy of this Policy.
- 12.4. **Disclosure of External Activities and Financial Interests.** Staff Members and Visitors shall promptly report all potential and existing **Conflict of Interest (COI)** or **Conflict of Commitment (COC)** to the appropriate University authority, in compliance with applicable COI/COC policies, and Accessory Activities rules. The resolution of the conflict and the search for a solution satisfactory to all parties concerned will be conducted according to the existing University rules and procedures about COI.

## ARTICLE 13 - DISPUTE

- 13.1. **Violation.** Breach of the provisions of this Policy shall be dealt with under the normal procedures of the University, and in accordance with the relevant provisions of laws and regulations in force.
- 13.2. **Dispute Resolution.**
  - 13.2.1. Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to the PaKTT for consideration and mediation by the IP Steering Committee.
  - 13.2.2. If the matter cannot be resolved by the IP Steering Committee within two months then the dispute or question of interpretation must be referred to the Rector for mediation.
  - 13.2.3. The Rector may at their sole discretion refer the matter to an *ad hoc* independent committee for arbitration as final arbiter of any disputed issues or for final determination.

## ARTICLE 14 - AMENDMENT

- 14.1. **Revision.** This Policy may be amended at any time upon proposal by the IP Steering Committee and according to the internal University procedures ruling the Policies. In this case:
- all IP disclosed on or *after* the effective date of such amendment shall be governed by the Policy as amended; and
  - all IP disclosed *prior* to the effective date of the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of the Policy (as amended) shall apply to all IP licensed or otherwise Commercialised on or after the effective date of any such amendment regardless of when the IP is disclosed.
- 14.2. The Policy and its implementation will be assessed every three years in order to prepare any necessary update and amendment.

The document used as a basis for this policy is the IP Policy Template for Academic and Research Institutions<sup>23</sup> from the World Intellectual Property Organization (WIPO)

[End of document]

## Annex I

### Procedures and support documents

#### 1. Invention Disclosure Form

##### Form B1:

[https://uniluxembourg.sharepoint.com/:w:/r/sites/the\\_university/\\_layouts/15/Doc.aspx?source=doc=%7BA1866B16-6CB5-4C28-B411-CDD1C447F727%7D&file=Form\\_B1\\_InventionDisclosure\\_v11.3\\_20221024.docx&action=default&mobileredirect=true](https://uniluxembourg.sharepoint.com/:w:/r/sites/the_university/_layouts/15/Doc.aspx?source=doc=%7BA1866B16-6CB5-4C28-B411-CDD1C447F727%7D&file=Form_B1_InventionDisclosure_v11.3_20221024.docx&action=default&mobileredirect=true)

##### Form B2:

[https://uniluxembourg.sharepoint.com/:w:/r/sites/the\\_university/\\_layouts/15/Doc.aspx?source=doc=%7B6B4BB52B-1AD2-42A3-AE71-1EF2A78271C0%7D&file=Form\\_B2\\_SoftwareDisclosure\\_v7\\_20191210.docx&action=default&mobileredirect=true](https://uniluxembourg.sharepoint.com/:w:/r/sites/the_university/_layouts/15/Doc.aspx?source=doc=%7B6B4BB52B-1AD2-42A3-AE71-1EF2A78271C0%7D&file=Form_B2_SoftwareDisclosure_v7_20191210.docx&action=default&mobileredirect=true)

#### 2. for Students Working on Research Projects with Employees of the University

---

<sup>23</sup><https://www.wipo.int/technology-transfer/en/ip-policies.html>