Pannon Egyetem
University of Pannonia

# Regulation on the Management of Intellectual Property

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The Regulation on the Management of Intellectual Property (hereinafter referred to as: “Regulation”) issued by the University of Pannonia (hereinafter referred to as: ”University”) on the basis of the University’s Organisational and Operational Rules (hereinafter referred to as: “OOR”), Part I Organisational and Operational Rules of Procedure (hereinafter referred to as: “OORP”) approved by the Senate of the University of Pannonia and adopted by the Foundation for the University of Pannonia acting as the operator exercising founders’ and ownership rights (hereinafter referred to as: “Operator”) and on the basis of the resolution by the Board of Trustees on the rules of procedure for adopting the regulations of the University of Pannonia by the Board of Trustees are as follows:

# Chapter I
# GENERAL PROVISIONS

(1) The provisions for the protection and exploitation of intellectual property created at the University have been developed taking into account the following laws and regulations:
- Act CCIV of 2011 on National Higher Education ("NHEA"),
- Act LXXVI of 2014 on Scientific Research, Development and Innovation ("RDI Act"),
- Asset Management Policy,
- Regulation of Powers and Competence Relating to Financial Management,
-Hungarian Intellectual Property Office: Methodological Guide for Research and Development Qualification Procedures.

## *1. §*
## *The Basis and Purpose of the Regulation*

(1) The rights to intellectual property created, as well as a share of the enterprise created for the exploitation of the intellectual property pursuant to Section 34 of the Act on Scientific Research, Development and Innovation, shall belong to the University by decision of the Operator adopting these Regulations.

(2) The purpose of this Regulation:

a) regulating and facilitating the rendering of the University’s core research activities at high standards and the creation of intellectual property in the context of the University’s activities related to the dissemination of knowledge, in accordance with the University’s academic mission;
b) regulating the rights and obligations with regard to intellectual works created and intellectual property and the University's procedures relating thereto;
c) regulating and facilitating the effective registration, evaluation and keeping of records of exploitable intellectual creations and intellectual property created by the University's lecturers, researchers, students, doctoral students and all University citizens and other persons subject to the Regulation;
d) ensuring the effective legal and information security protection of intellectual property, and facilitating the inclusion of exploitable intellectual creations in procedures for providing protection for these;
e) promoting the widest possible use and further development of intellectual creations and intellectual property, and their use to enhance social development, innovation, competitiveness and welfare;
f) facilitating the acquisition of the largest possible proportion of rights pertaining to usable intellectual creations and intellectual property for the University, within the limits of the possibilities and the law;
g) laying down the general conditions for the transfer and authorisation for use of intellectual property or for granting ownership of intellectual property in the form of a non-monetary contribution to a spin-off company and the principles for the management of shares or other equity acquired in such a spin-off company;
h) establishing guidelines and methods for the distribution of royalties from the exploitation of intellectual creations or property, and for the sharing of royalties and other revenues deriving from the exploitation of intellectual creations with the creators, as well as ways of giving credit to the creators;
i) defining the guidelines for joint activities with participation of the University or in cooperation with third parties on the basis of contractual

agreements concerning intellectual creation and intellectual property, and the aspects to be taken into account when concluding contracts.

## *2. §*
## *Scope of the Regulation*

(1) The **scope ratione personae** of the Regulation includes:

a) All faculties, comprehensive organisational units, organisational units, groups and units that do not constitute organisational units of the University;

b) All natural people who have an employment relationship or any other legal relationship for the purpose of employment, or a civil law relationship with the University;

c) Persons involved in the rendering of the University's core activities as laid down in its Deed of Foundation or in the performance of its other activities, in particular teaching, scientific, research and development, innovation or the creation of intellectual creations, including in particular academics, researchers, visiting researchers and research fellows;

d) Students and doctoral students who have a student status at the University and who, in connection with or in addition to the fulfilment of their educational and study obligations, participate in the University's research and development, innovation activities, projects or university activities aimed at or related to the creation of intellectual property;

e) spin-off companies established by the University or with its participation for the purpose of exploiting an intellectual creation or intellectual property, and other legal entities established by the University or with its participation, and persons having an employment or other relationship, including a civil law relationship, with said companies or legal entities;

f) Students and lecturers participating in the Cooperative Doctoral Programme (hereinafter: '**CDP'**);

g) any natural or legal person, entity or body not listed above, in respect of whom this Regulation establish rights and/or obligations.

(2) The **scope ratione materiae** of the Regulation

a) includes all exploitable intellectual creations and intellectual property created by a person subject to this Regulation in the course of an activity, in particular research, development, innovation, artistic creation, scientific work or other intellectual activity, in connection with or on the basis of a legal relationship with the University, taking into account point c), and that trademarks and other distinctive signs (i.e. brand name, geographic indication etc.) shall be subject to this Regulation if they are directly related to intellectual creations and intellectual property rights within the meaning of this point;

b) includes all other intellectual creations and intellectual property, taking into account point c), which, or the property rights or Licencing rights to which, have been acquired by the University free of charge or for a consideration;

c) does not include intellectual property created in the course of the operation or for the benefit of the University as an organisation, in particular intellectual property for legal, economic, operational and marketing purposes.

## Chapter II
## EXPLANATORY PROVISIONS

### *3. §*
### *Definitions*

(1) For the purposes of this regulation the following definitions shall apply:

***Database:*** A collection of individual creations, data or other items of content arranged according to a system or method, the content of which is individually accessible, whether by computing or any other means. The provisions relating to the database shall also apply mutatis mutandis to the documentation necessary for the operation of the database and for access to its contents.

***Basic research:*** experimental or theoretical work carried out with the primary aim of obtaining new knowledge about the background of phenomena and observable facts, without envisaging its direct commercial use or application.

***Applied research:*** planned research or critical investigation aimed at the acquisition of new knowledge and skills for the development of new products, processes or services, or the promotion of significant improvement in existing products, processes or services, including the creation of components of complex systems, and potentially including the construction of prototypes in a lab environment or an environment with simulated interfaces to existing systems, as well as the production of pilot series, if necessary for the control of applied research and, in particular, for generic technologies.

***Employee creations under industrial property rights protection***: the invention, plant variety, utility model, design, topography of a microelectronic semiconductor product (hereinafter referred to as 'topography') of an employee who, without being under an obligation arising from their employment, develops an invention or a plant variety or a utility model or a design, the exploitation of which falls within the scope of their employer's activities. The creator owns the property rights to the employee creations under industrial property rights protection, but the employer has the right to exploit the creation. The employer's right of exploitation is not exclusive; the employer may not grant a licence. The right of exploitation shall be transferred to the employer's successor in the event the employer ceases to exist or its organisational unit splits from the employer; otherwise the right of exploitation may not be transferred or assigned to another person.

***Employee's invention:*** the invention of an employee who, without being under an obligation arising from their employment, develops an invention the exploitation of which falls within the scope of his employer's activities. The patent on the employee's invention belongs to the inventor, but the employer is entitled to exploit the invention. The employer's right of exploitation is not exclusive; the employer may not grant a licence. The right of exploitation shall be transferred to the employer's successor in the event the employer ceases to exist or its organisational unit splits from the employer; otherwise the right of exploitation may not be transferred or assigned to another person.

***Creator:*** The creator of the intellectual creation, in particular the inventor of the invention, the author of a work of authorship and the developer of the know-how.

***Internal exploitation:*** The exploitation of intellectual creations or intellectual property within the scope of the University's own activities and operations, without the involvement or acquisition of rights by third party(ies).

***Creations under industrial property rights protection created by workers***: the invention, plant variety, utility model, design, topography of a microelectronic semiconductor product (hereinafter referred to as 'topography') of an employee who, using the University's facilities, research or other infrastructure but without being under an obligation arising from their employment, develops an invention or a plant variety or a utility model or a design, the exploitation of which falls within the scope of their employer's activities. These creations shall be subject to the rules on Employee Creations under Industrial Property Rights Protection with the exceptions set out in this Regulation.

***University:*** The University of Pannonia, registered as a public benefit organisation by the Educational Authority under the higher education institution number FI80554, incl. in particular the following:

a) all faculties (including all institutes and departments, faculty research unit);
b) all comprehensive educational organisational units and research units not belonging to a faculty organisation (in particular University Library and Knowledge Centre of the University of Pannonia, hereinafter: 'ULKCUP');
c) all research institutes, research centers (in particular the Center of Excellence, including the Network of Research Excellence , the Sustainability Competence Centre, the Waste Management Competence Center and the Balaton Research Center) and doctoral schools, which are academic research units linked to a faculty;
d) all campuses;
e) research units operated jointly with third parties.

***Other intellectual creation:*** Any intellectual property that the University has acquired the right to exploit or use and that does not fall within the category of service or employee intellectual property.

***Commissioned written work of authorship:*** a written work of authorship created at the request of a third party, the creation of which does not arise from the Author's obligations under an employment relationship.

***Inventor:*** The natural person who created the invention.

***Design:*** the appearance of the whole or a part of a product, produced by the external characteristics of the product itself or of its ornamentation, in particular the characteristics of the motifs, contours, colours, shape, surface or materials used.

***Paid-for research and development:*** research and development carried out by one party and funded by a funding party, where the funding party does not itself carry out research and development.

***Design protection*** may be granted to all new and individual designs, provided that they are not excluded from protection.

***Geographical indications*** and signs of origin used in trade to indicate the geographical origin of a product may be protected as geographical indications.

a) A geographical indication is the name of a region, a locality or, exceptionally, of a country, used to designate a product, which originates from that location – i.e. produced, processed or manufactured in the indicated geographical area –, and possesses a specific quality, reputation or other characteristics that are essentially due to that geographical origin.
b) Designation of origin is the name of a region, a locality or, exceptionally, of a country, used to designate a product, which originates from that location – i.e. produced, processed or manufactured in the indicated geographical area –, and possesses a specific quality, reputation or other characteristics that are exclusively or essentially due to the given geographical environment and the natural and human factors specific to this geographical location.

***DDP:*** Directorate for Development and Projects

***Utility model:*** a solution for the design, structure, arrangement of parts of an object.

A design, structure or arrangement of parts of an object may be protected as a utility model if it is based on a new inventive step and is suitable for industrial application; provided that it is not excluded from protection.

***Licence/exploitation contract:*** Under a licence/exploitation contract (in particular a patent licence/exploitation contract), the right holder (in particular the patent holder/author) grants a licence to exploit/use the invention/intellectual creation and the licensee is obliged to pay a fee for this.

***Exploitable intellectual creation:*** A presumption that an intellectual creation has market value at a particular stage of its completion, either alone or as part of another intellectual creation.

Exploitability may be presumed by the creator(s), or by the payroll administrator of any of the creators, or by the Innosquare Ltd. (Technology Transfer Company) (hereinafter: 'TTC'). The presumption of exploitability shall cease only if the University rejects the intellectual property pursuant to this Regulation or if the University renounces the right of exploitation of the intellectual property.

The presumption of exploitability does not need to be substantiated.

***Spin-off (exploiter) enterprise:*** a company set up with the purpose of the economic exploitation of intellectual property created at the research organisation, which became the holder or beneficiary of the rights pertaining to such intellectual property based on grant of access, transfer or an use/exploitation contract.

***Intangible assets:*** Non-physical assets that directly and permanently serve the activities of an entity (the University), are marketable and generally embody property rights.

***Innovation:*** a new or improved product or process, or a combination thereof, which is significantly different from its legal form or way of financing regardless of the previous products or processes of the given organization, and which, in the case of a product, was made available to potential users, or in the case of a process, was put to use by the organization, including in particular:

a) *product innovation*: a new or improved product or service that is significantly different from any other product or service of the enterprise already introduced to the market;

b) *business process innovation:* a new or improved business process related to one or more business activities including, in particular, production, distribution and logistics, marketing and sales, information and communications technology, administration and management, product and process development, which significantly differs from any business process previously introduced or used by the enterprise.

***Innovative activity***: the development, financial and commercial activity of any organisation, irrespective of its legal status or way of financing, pursued with the aim of generating innovation for the given organisation.

***Creations under industrial property rights protection:*** the intellectual creations, performances, results and their protection eligible for industrial property rights protection, namely the following forms of protection:

a) patentable inventions, patents (including patentable biotechnological inventions and medicines and plant protection products eligible for a supplementary protection certificate) pursuant to Act XXXIII of 1995 on the Protection of Inventions by Patents (hereinafter: 'Patent Act') and related domestic, international and EU sources of law;

b) as set out in the Act XXXIII of 1995 on the Protection of Inventions by Patents and related domestic, international and EU sources of law;

c) utility models, utility model protection on the basis of Act XXXVIII of 1991 on the Protection of Utility Models and related national, international and EU sources of law;

d) designs, design protection on the basis of Act XLVIII of 2001 on the Protection of Designs and related domestic, international and EU sources of law;

e) topography of microelectronic semiconductors, topography protection based on Act XXXIX of 1991 on the Legal Protection of Topography of Microelectronic Semiconductor Products, and related domestic, international and EU sources of law;

f) trademarks on the basis of Act XI of 1997 on the Protection of Trademarks and Geographical Indications and related domestic, international and EU sources of law.

***Experimental development***: obtaining, aggregation, shaping and utilisation of existing scientific, technological, business and other knowledge and expertise with the aim of developing new or improved products, processes or services, including in particular:

a) activities aimed at the conceptual definition, design and documentation of new products, processes or services;

b) prototyping, piloting and demonstration of new or improved products, processes or services; piloting, testing and validation of such products in environments representative of real life operating conditions where the primary objective is to make further technical improvements on products, processes or services that are not substantially set;

c) the development of a commercially usable prototype or pilot which is necessarily the final commercial product because it is too expensive to produce only for demonstration and validation purposes, and which, at the same time, meets the essential criteria of research (novelty, uncertainty, creativity, systematicity and repeatability), however, excluding routine or periodic changes made to existing products, production lines, manufacturing processes, services and other operations in progress, even if those changes may represent improvements.

***Cooperative Doctoral Programme:*** The University of Pannonia participates in the CDP programme, in the framework of which participating doctoral students work on their topics in cooperation with companies, within the institutional framework of the higher education doctoral schools. The Ministry of Culture and Innovation is the professional lead and the Managing Authority of the tender. The Operative Body of the tender is the National Research, Development and Innovation Office.

**Know-how:** a technical, economic or organisational knowledge, solution, experience or the assembly of the foregoing, classified as trade secret and recorded in an identifiable manner.

***Public funds:*** budgetary fund as defined by the Act on Public Finances, including European Union funds, as well as foreign funds received in accordance with international agreements concluded with state participation.

***Research and development:*** includes basic research, applied research and experimental development.

***Research and development agreement:*** an agreement concluded between two or more enterprises or enterprises and research organisations (hereinafter in this entry: parties), regarding:

a) joint research and development regarding the product, process or service named in the agreement and the joint exploitation of the results of such research and development;

b) the joint exploitation of the results of joint research and development carried out based on a prior agreement concluded between the same parties regarding the product, process or service named in the agreement;

c) joint research and development regarding the product, process or service named in the agreement, without any joint exploitation of the results;

d) paid-for research and development regarding the product, process or service named in the agreement and the joint exploitation of the results of such research and development;

e) the joint exploitation of the results of paid-for research and development carried out based on a prior agreement concluded between the same parties regarding the product, process or service named in the agreement; or

f) paid-for research and development regarding the product, process or service named in the agreement, without any joint exploitation of the results.

***Exploitation of research, development and innovation results:*** exploitation carried out within the framework of a commercial undertaking, with the goal of economic gain, as well as community oriented exploitation aimed at improving the quality of life of the population, improving the quality of public services, protecting the natural and built environment, promoting the

sustainable development of Hungary or improving its defence capabilities and security.

***Research infrastructure:*** facilities, resources and related services that are used by the scientific community to conduct top-level research in their respective fields and covers major scientific equipment or set of instruments, knowledge-based resources such as collections, archives or structures for scientific information, ICT infrastructure such as data and information technology systems, software and communication networks, and or any other entity of a unique nature essential to achieve excellence in research, whether single-sited or distributed (an 'organised network of resources' within the meaning of Article 2 (a) of Council Regulation (EC) No 723/2009 of 25 June 2009 on the Community legal framework for a European Research Infrastructure Consortium (ERIC).

***Researcher/developer:*** a natural person who is involved in creating or developing new knowledge, intellectual creations, products, services, processes, methods or systems or in managing projects with such aims.

***Research organisation:*** an institution, organisational unit or enterprise carrying out research and development activities as its core or main activity or in connection with its core or main activity.

***Consortium:*** a cooperation based on the division of duties between various parties regulated by a civil contract, aimed at joint research, development or innovation activities or a joint research and development or innovation project.

***Licencing:*** A grant of a right to exploit, use or utilise an intellectual creation or intellectual property.

**Lecturer:** for the purposes of this Regulation, a lecturer is an employee holding a teaching position under an employment relationship with the University or a teaching lecturer performing teaching activities under an agency contract with the University.

***Project:*** activities aimed at carrying out a specific research and development task or innovation process based on the plan drawn up by interested parties.

***Patentable invention:*** Patents shall be granted for any inventions in any field of technology that are new, involve an inventive step and are susceptible of industrial application, provided that they are not excluded from protection.

The following in particular shall not be regarded as inventions (patentability of an invention shall only be excluded to the extent to which the patent relates to below subject matters).

a) discoveries, scientific theories and mathematical methods;

b) aesthetic creations;

c) schemes, rules and methods for performing mental acts, playing games or doing business;

d) and programs for computers;

e) presentation of information.

***Intellectual creation:*** a creation or technological solution that may be the object of industrial property rights protection (patent, utility model, plant variety protection, design protection, topography protection) or that are under intellectual property protection by statute, including knowledge protected by the Trade Secrets Protection Act.

***Intellectual property***: the legal protection of intellectual creations, certain achievements and product markings (trademarks and geographical indications), as set forth in the Copyright and Industrial Property Act, and the legal protection of protected knowledge, as set forth in the Trade Secrets Protection Act, as well as in the European Union's directly applicable legal acts and international conventions.

***Authors:*** The natural person who created the work. Copyright shall essentially belong to the author.

***Copyright protection:*** All literary, scientific and artistic creations, whether or not specified by the relevant act, shall be protected by copyright. Such creations shall be in particular:

***Works of authorship:*** An original work of independent nature in the fields of literature, science or art, resulting from the intellectual activity of the author:

a) literary works (e.g. fictional, academic, scientific and journalistic works),

b) computer program creations and their documentation (hereinafter 'software'),

c) plays, musical plays, choreographic works and pantomimes,

d) musical compositions with or without lyrics,

e) radio and television plays,

f) cinematographic creations and other audio-visual works (hereinafter jointly: ‘cinematographic creations’),

g) creations produced by drawing, painting, sculpting, engraving, lithography or by any other similar means as well as their designs,

h) photographic works,

i) maps and other cartographic creations,

j) architectural works and their designs, as well as the designs for complexes of buildings and urban architecture,

k) designs for technical structures,

l) applied art works and their designs,

m) costumes, scenery and their designs,

n) works of industrial design,

o) databases qualifying as collections of works,

provided that they are not excluded from protection.

***Software***: all types of computer program creations and their documentation recorded as source code, object codes or in any other form, including application programs and operating systems.

***Service creations under industrial property rights protection***: an employee's invention, plant variety, utility model, design, topography of a microelectronic semiconductor product (hereinafter: ‘topography’), if the employee's duties arising from their employment include the development of solutions or the creation of topographies relating to the invention or plant variety or utility model or design.

***Service works of authorship:*** works of authorship and creations and performances protected by copyright (in particular by databases) made in the performance of duties arising from their employment.

***Service inventions:*** A service invention is an invention of a person who has an obligation arising from their employment to develop solutions within the scope of the invention. The patent for a service invention belongs to the employer as the inventor's successor in title.

***Invention remuneration contract:*** an agreement between the employer and the inventors in the case of a service or employee invention, in which the parties set out the terms of remuneration for the invention’s exploitation.

***TTC:*** Innosquare Ltd. is a company wholly-owned by the University of Pannonia that supports the University's technology and knowledge transfer and commercialization activities.

***Scientific communications, scientific publications:*** A printed or electronic document (e.g. journal article, poster, ppt presentation, dissertation) that presents the author(s)' own research/development results, or a work that summarises, evaluates, presents previous knowledge with a novel approach.

***Novelty destruction:*** An invention shall be considered new if it does not form part of the state of the art. The state of the art shall be held to comprise everything made available to the public by means of a written communication or oral presentation, by use, or in any other way, before the date of priority. The requirement of novelty is absolute, without temporal or spatial limitation (i.e. information disclosed anywhere in the world at any time before the priority date must be considered as a novelty destroying fact). In principle, any public fact: written material, oral presentation, practical use, including facts disclosed by the inventor himself, including, for example, scientific publications, can destroy the novelty of an invention. There are exceptions to this, for example, disclosure to the public in the 6 months prior to filing is not part of the state of the art if it is the result of an infringement or is due to showing at an exhibition specified in a notice published in the Hungarian Official Gazette by the President of the Hungarian Intellectual Property Office (hereinafter: 'HIPO').

***Trade secret:*** all facts, information, other data and an assembly of the foregoing, connected to the economic, scientific, research, development, innovation and other activities of the University, which is secret in the sense that it is not, as a body or as the assembly of its components, generally known or readily accessible to persons dealing with the affected economic activity and therefore it has pecuniary value.

***Trademark protection*** may be granted for any signs, provided that these

a) are capable of distinguishing goods or services from the goods or services of others; and
b) can be represented in the trademark register in a manner which enables the authorities and the public to clearly and precisely determine the subject matter of the protection applied for or granted

to the trademark holder; and provided that they are not excluded from protection.

Trademark protection may be granted, in particular, for the following signs:

c) words, word combinations, including personal names and slogans;
d) letters, numerals;
e) figures, pictures;
f) two- or three-dimensional forms, including the shape of goods or of their packaging;
g) colours, colour combinations, light signals, holograms;
h) sound signals;
i) motion signs;
j) position signs;
k) multimedia signs;
l) patterns; or
m) combinations of different signs.

### *4. §*
### *Rights and Obligations Related to Intellectual Creations*

(1) All rights to all intellectual property arising from scientific research and creative work carried out within the framework of the University, as well as from research, development and innovation activities, except for rights which are inseparable from the authors themselves and which cannot be alienated or transferred, in particular all property rights, shall vest in the University as provided for in this Regulation, unless otherwise expressly provided by law or contract. In the case of an intellectual creation covered by this Regulation, where the University's rights under the above are contractually agreed, the creation shall not be considered a service work of authorship, if prior to its creation, development, or production, the University and the creator(s) have agreed in writing, in particular, the terms and conditions under which the creator(s) may use the University's

resources (including their working time) to create the creation and the University's share of the revenues from the creation so created.

On the basis of this the University's acquisition of rights:

a) In the case of Service creations under industrial property rights protection, the University, as the successor in title of the Creators, shall, by law, be entitled to the protection of the rights – in particular with regard to patents, utility models, designs – if the University lays claim to them and makes the necessary declaration within the prescribed period.

b) In the case of Employee creations under industrial property rights protection, the Creators shall be entitled to the protection of the rights – in particular with regard to patents, utility models, designs –, but the University is entitled by law to non-exclusive exploitation without the right to grant a licence, provided that the University lays claim to them and makes the necessary declaration within the prescribed period; however, the University may agree with the Creators to a wider right of exploitation, including exclusivity.

c) In the case of Worker creations under industrial property rights protection, the Creators shall be entitled to the protection of the rights – in particular with regard to patents, utility models, designs –, but the University is expressly entitled to grant a licence to a third party or to transfer the right of exploitation to a third party, provided that the University lays claim to them and makes the necessary declaration within the prescribed period; however, the University may agree with the Creators to a wider right of exploitation, including exclusivity.

d) In the case of Service works of authorship, the University, as the successor in title to the author, shall, by law, and unless otherwise agreed, acquire the property rights upon the transfer of the work of authorship.

e) With regard to the results and intellectual creations not listed in points a) to d) above, which are not created by persons specified in Article 2(1) of this Regulation, in particular in the context of civil law contracts, and in particular by visiting researchers, scholarship

holders, students and doctoral students the Authors shall transfer the property rights of the intellectual creation arising from the protection to the University. If the transfer of the property rights is excluded by law, creators are obliged to grant the broadest possible right of exploitation. Further, the University is the owner of all trade secrets and know-how falling under this clause. Persons representing the University or acting on behalf of the University must ensure that these conditions are reflected in contracts and other representations.

f) The University is the owner of all Trade Secrets and know-how, in particular in connection with the activities covered by this regulation. Know-how developed by the persons listed in Article 2(1) of the Regulation, alone or jointly with others, shall be considered trade secrets and shall be exclusively and fully owned by the University, and all Know-how developed, created or generated shall be fully assigned to the University. This provision shall also apply to all names and other designations which do not constitute a work of authorship or know-how but which may be protected by a Trademark.

(2) The Creators of an intellectual creation and all persons covered by Article 2(1) of this Regulation shall take all precautions against circumstances that may hinder the effective protection of the intellectual creation, and therefore, before publishing scientific publications, literary works and other works, and before any other publication or disclosure (collectively: Publication), the author(s) must determine whether the contents of any scientific communication or scientific publication, literary work or any other communication or any other Publication constitute or involve an intellectual creation. In particular, it is to be examined whether the material contained in the Publication in any way describes or relates to subject matter or results that are eligible for industrial property right protection and/or whether the material contained in the Publication in any way constitutes know-how – and, if disclosed, whether any data or information in it, would destroy novelty or would otherwise make it impossible, preclude or jeopardise to obtain industrial property right

protection or protection as a trade secret/Know-How and/or would limit or preclude the possibility of subsequent exploitation.

All authors, all persons subject to this Regulation are fully responsible for the compliance with the provisions of the first sentence of this Article 4 (2) and the correctness of the act of publication referred to in therein.

If, on the basis of the first sentence of paragraph (2) of this Article 4, the author(s) of any Publication believes that the Publication poses any risk, they are obliged to present the planned Publication to the dean of the faculty or the head of the comprehensive organisational unit. In such a case, the dean of the faculty, the head of the comprehensive organisational unit concerned or the person(s) designated by them may decide whether or not to approve the publication, and may request the assistance of the TTC to carry out a novelty search on the subject matter of the publication.

Disclosure of a Publication relating to an exploitable intellectual creation may not take place until the intellectual creation covered by the proposed Publication has been subject to a preliminary evaluation and decision by the University, or until the University has filed an application for industrial property right protection. Even then, the results may be published only if the dean of the faculty, the head of the comprehensive organisational unit or the person(s) designated by them so decides, and only with the content that complies with the decision by the head of the faculty, the head of the comprehensive organisational unit or the person(s) designated by them.

As a trade secret, including in the case of protection and/or exploitation as know-how, the Creator or any person covered by Article 2(1) of this Regulation shall not be entitled to publish, disclose, publicly communicate or disclose to any third party the results the results in a publication. The Publication is allowed only if the dean of the faculty, the head of the comprehensive organisational unit or the person(s) designated by them has given their prior written consent to the disclosure of the Publication, with a content that does not contain any Trade Secrets or Know-how.

(3) Intellectual Creation or Intellectual Property owned by a third party may also be offered to the University on the proposal of a professionally and scientifically competent organisational unit involved in the performance of the core activities defined in the institution's Deed of Foundation, which

may be initiated in accordance with the provisions of this Regulation (see Article 7 on the Procedure for the Protection of Industrial Property Rights and Know-how).

(4) The Creators and all persons subject to paragraph (1) of Article 2 of this Regulation must:

a) fully document the activities and processes involved in carrying out research, development and innovation tasks and projects, and in the creation of intellectual creations;

b) disclose, declare and present the intellectual creation to the University without delay, and must not keep it secret;

c) cooperate with the designated organisational unit during the declaration procedure by providing the necessary information;

d) help provide a professional basis for a decision-making by the leader;

e) actively participate in any protection and exploitation procedures.

(5) All information relating to the protection and exploitation of exploitable intellectual property, in particular inventions and know-how, is a trade secret of the University and shall be kept confidential through internal confidentiality. All persons falling within the scope of Article 2(1) of this Regulation are bound by a duty of strict confidentiality, which shall continue indefinitely after the termination of their employment.

(6) The rights and obligations set out in the Regulation, in particular the provisions relating to confidentiality and Intellectual Creations and Intellectual Property Rights, shall prevail even after the termination of the legal relationship with the University pursuant to Article 2(1) for an unlimited period.

(7) Creators and all persons listed in Article 2(1) of this Regulation shall endeavour and shall act and make all necessary representations to ensure that the rights to intellectual property are acquired by the University to the fullest extent possible within the limits of the law. Furthermore, to this end, persons representing the University and persons acting on behalf of the

University must exercise due diligence in entering into contracts or making representations that may affect the University's right to acquire or exercise rights to intellectual property.

(8) Where a natural person(s) outside the scope of this Regulation, or a legal person(s) outside the University, has/(have) participated in the creation of the intellectual creation, in particular where the intellectual creation has been developed, created or produced in collaboration with another university, institution or business organisation and/or any of their employees, the rights to the intellectual creation shall be divided between the participants in proportion to their contribution to the creation of the intellectual creation. This ratio shall be specified in a separate written contract between the cooperating parties, subject to all other provisions of this Regulation.

(9) The persons representing the University must ensure that the terms of cooperation are set out in a written contract (consortium agreement, research and development agreement) before the start of any research and development, innovation or other project activity with any third party, on the basis of an agreement, and this contract should include, among other matters, the fate of any rights to intellectual property that may be created, where appropriate, the granting of exploitation/utilisation rights by the University to the parties for the activity and their consideration, and the rights and obligations concerning any intellectual creations and intellectual property that may be created.

(10) In the case of intellectual works created by or with the collaboration of students participating in the Cooperative Doctoral Programme, the provisions set out in this Regulation in particular in Article 4(8) shall be followed. The student participating in the CDP programme may initiate the conclusion of the contract pursuant to Article 4 (8) at the latest at the same time as he/she fulfils the obligation to declare the intellectual creation.

(11) The University is obliged to take all reasonable steps to exploit the intellectual property, taking into account its possibilities and the intentions of the other owners.

The University reserves the right to refuse to accept any intellectual property declared to it in accordance with the provisions of this Regulation and the laws governing intellectual property rights.

### *5. §*
### *Conflicts of Interest and Confidentiality*

(1) All employees and students of the University should use their knowledge, creativity and capacity for intellectual creation primarily to achieve the University's objectives and to carry out the University's core activities to high standards.

(2) In the case of joint projects planned with external partners, and in the preparation of commissions and assignments for the creation of R&D, innovation activities and other intellectual creations, the participating and contributing university citizens are responsible for ensuring that their obligations towards the University and the obligations of the University undertaken towards third parties by contract do not conflict with the provisions applicable to conflict of interest, confidentiality and ethics. (see Employment Requirement System, Code of Ethics)

(3) If the persons covered by Article 2(1) of this Regulation carry out research or creative work at another university or research organisation within the framework of an academic scholarship programme or as visiting researchers, the acquisition of rights to intellectual creations created within the framework of such research or creative work, and the ownership shares thereof, shall be subject to prior agreement. In the absence thereof, the provisions of the relevant regulations of the receiving party shall prevail, but the person having a legal relationship with the University pursuant to Article 2 (1) shall act responsibly to safeguard all the University's trade secrets (including know how), confidential information and to comply with other conflict of interest and ethical rules.

(4) In the event of a conflict of interest, the senior managers with responsibility for payroll management are primarily responsible for issuing a position with regard to the declaration and assessment of the case. In the case of a University employee, any additional legal relationship to be established must be reported in accordance with the provisions of the Employment Requirements System (hereinafter 'ERS'), and will be assessed based on the provisions set out therein.

(5) All persons covered by this Regulation shall keep the University's trade secrets, in particular the business, service and other secrets of all research, development, innovation and intellectual property projects, and the know-how, as well as maintain confidentiality of classified information, in particular they may not disclose or divulge them to any other person or use or exploit them except where required to do so by law or where such use or exploitation is necessary for the performance of their duties or for the performance of a contract entered into by the University.

## Chapter III

## RULES OF PROCEDURE

### *6. §*

### *Directorate for Development and Projects, Intellectual Property and Technology Assessment Committee*

(1) The DDP shall be responsible for the administration and management of the protection, registration and keeping of records of intellectual property resulting from research, development, innovation and creative activities at the University, and for other tasks specified in this Regulation or in the documents governing the operation of the University, and shall:

a) prepare and coordinate proposals for protection and exploitation;

b) assist and coordinate the preliminary evaluation process for proposals and management decisions for protection and exploitation;

c) provide consultation on intellectual property management, industrial property protection and copyright issues to lecturers, researchers and other persons engaged in creative work in the organisational units covered by this Regulation, with the assistance of external experts and patent agents as necessary;

d) review and verify the exploitation/use contracts and invention remuneration contracts to be established, and involve TTC where necessary;

e) give opinions on planned publications when asked to do so.

(2) The University has an Intellectual Property and Technology Assessment Committee (hereinafter: 'Committee'), which acts as a body for the purpose of giving opinions and making proposals.

a) The members of the Committee are appointed jointly by the Chancellor and the Rector.

b) Membership of the Committee: 10 people.

c) Chairman: General Vice Rector,

d) Co-chairman: head of DDP

e) Secretary: a staff member designated by the head of DDP,

f) Members: 1 person, who is an academically recognised, experienced lecturer, researcher, proposed by each faculty and the university centre of the University,

g) Person delegated by TTC,

h) Persons invited occasionally: Director General of the University Library and Knowledge Centre of the University of Pannonia, representatives of potential spin-off companies, professional investors, a person delegated by the Directorate of Legal Affairs and Procurement.

i) The Committee may involve the creators in its work as necessary and, where appropriate, may call on external experts.

j) The Committee shall be responsible for participating in the identification of intellectual works created at the University, promoting their notification, identifying exploitation opportunities, and promoting their exploitation.

k) To this end, the Committee shall monitor the progress of university projects, participate in the project reports through a delegate and request updates on the progress of the projects, with particular attention to the status of the intellectual works to be created by the project and the steps taken to exploit them.

   If necessary – and if the project allows - the Committee, in cooperation with the project leader, will make improvement proposals and set outcome objectives to ensure the project's exploitability.

l) The person delegated by the Committee shall participate in the scientific and professional reports and events of the university's organisational units, identify scientific results that are suitable for – or can be made suitable for - industrial property protection and make proposals to the relevant staff members regarding the steps to be taken for protecting intellectual property.

m) The tasks of the Committee with regard to intellectual creations declared or offered:

- evaluating and classifying intellectual creations in terms of trade secrets, know how, confidentiality;
- giving opinion on the technical and other information and proposals relating to the intellectual creation declared by the creators of the intellectual creation or by the creators who have initiated the registration;
- preparing a preliminary assessment on the basis of the information disclosed by the creators and proposing a possible strategy for obtaining protection and protecting the intellectual property, as well as methods of exploitation;
- if necessary, evaluating intellectual property for its exploitability with the assistance of experts, identifying the required resources and steps for exploitation (including offering it to a market partner) and, where possible, identifying potential market partners,
- if necessary, ordering a prior novelty search to determine the chances of obtaining protection for an intellectual creation;
- providing recommendations to management decisions by the Rector and the Chancellor on matters concerning intellectual

property, including the acceptance, maintenance or renouncing of the intellectual property declared and the acceptance or rejection of intellectual property created outside the scope of the University's activities and offered to it; the applicable industrial property procedure and its specific steps (e.g. form, initiation, scope, maintenance, termination), including ongoing maintenance.

- giving opinion on regulations, proposals and strategies for the management of intellectual property.

(3) The Committee shall meet as often as necessary, but at least twice a year, having regard to the periodic nature of intellectual property registration, and in particular the terms of preclusion of 90 calendar days for taking a decision on the acquisition or succession of rights in respect of Service Creations under Industrial Property Rights Protection and Employee Creations under Industrial Property Rights Protection. Where justified by the nature of the case or the circumstances, the Committee shall take its decision by written or electronic ballot.

(4) The Rector and the Chancellor, taking into account the recommendation of the Committee, shall decide and provide for further measures related to the intellectual creation within their competence as defined in NHEA and the University's Deed of Foundation.

## *7. §*

## *The Procedure Concerning Creations under Industrial Property Rights Protection and Know-How*

(1) All Creators who are subject to the scope ratione personae of the Regulation, in particular those who are employed by or students of the University, shall notify the head of the faculty, comprehensive organisational unit, where the intellectual creation was created or developed, of the creation of the exploitable intellectual creation by electronic means without delay after the creation, production of intellectual creation, and at the same time shall submit a prior electronic report to the DDP using the notification form in accordance with Annex 1

to this Regulation, thereby notifying the University of the intellectual creation.

(2) The declaration shall include at least the following:

a) the name and brief description of the intellectual creation or invention;

b) the name(s), personal identification and address of the creator(s) of the intellectual creation, the proportion of their contribution to, participation in the creation of the intellectual creation, and the description of their legal relationship with the University;

c) in the case of several creators or researchers, the name of their designated representative;

d) the nature of the intellectual creation (service, employee, other);

e) whether the creation of the intellectual creation involved the use of material, equipment or any intellectual creation belonging to a third person or organisation which would give rise to a claim or right of disposition by such persons over the intellectual creation declared;

f) whether there is a contract or other obligation that may affect the intellectual property rights;

g) what data, material or information about the intellectual creation has been made public by the creators up to the date of the declaration;

h) the creators' opinion on the protection strategy for exploitation, proposal for the protection procedure and its territorial extension;

i) information on market demand, potential users and interested parties;

j) when an intellectual creation not covered by this Regulation is being offered, and if the intellectual creation has already been granted provisional or definitive protection, the supporting documents and a statement that the intellectual property rights, or part of it, have been assigned to the University;

k) a declaration by the creators of the intellectual creation and by the head of the organisational unit or research group, certified by their original signature, that the data disclosed are true and lawful, and that they will cooperate in the protection and exploitation procedures following the acceptance of the creation by the University.

(3) DDP's officer(s) responsible for managing intellectual property will formally check the declaration forms and the necessary annexes and register the date of receipt. If necessary, a short deadline of no more than five working days may be set for the submitter(s) to provide further disclosure. The head of the organisational unit or research group concerned, or the payroll administrator, may also request further disclosure with a short deadline of up to five working days.

(4) The declaration form (Annex 1), complete in form and content, must be submitted to the DDP in 1 original copy, signed by the creators' payroll administrator or, in the case of students, by the Dean/Director General.

(5) When the intellectual property declaration becomes complete in form and content, its date and the information on the declaration form will be recorded in the DDP 's Register.

(6) If the declaration is complete and in conformity with requirements, the Co-Chairman of the Committee shall call a meeting of the Committee, held within no more than 30 calendar days from the first electronic submission of the declaration, for a preliminary assessment of the intellectual creation. The Co-Chairman decides whether to involve academic researchers or external experts and, where appropriate, other invited guests, e.g. a representative of a potential spin-off company, in the Committee's preliminary evaluation work.

(7) On the basis of the preliminary assessment, the Committee will send a written proposal to the Rector and the Chancellor within 30 days at the latest, on the basis of which the University will decide whether to accept the intellectual creation declared, in particular whether the University wants to lay claim to the Industrial Property Rights of the Service Creation, intends to exploit the Employee or Worker Creation under Industrial Property Right Protection or intends to renounce the right of exploitation.

(8) The University's decision shall be notified in writing to the creators and the payroll administrator within a maximum of 90 calendar days from the date of the first electronic submission of the declaration of the intellectual creation to the DDP.

(9) The creator may retain the right of disposition of the Service Creation under Industrial Property Rights Protection if the University consents

thereto or if the University fails to make the declaration referred to in Article 7(8). The patent or other industrial property right on the Employee and Worker Creation under Industrial Property Right Protection shall vest in the creator without the University's right of exploitation, if the University consents thereto or if the University fails to make the declaration referred to in Article 7(8) above. In this case, the university procedure is closed.

(10) In the event of the University's acceptance or adoption of the Service Creation under Industrial Property Rights Protection, the Rector and the Chancellor shall, on the basis of the recommendations of the Committee, within a reasonable time after receipt of the presentation of the Service Creation under Industrial Property Rights Protection, make arrangements for the filing of patent or other industrial property applications on behalf of the University; the University shall also act with due diligence to obtain patent or other industrial property rights protection. From the University's side the administration is the responsibility of the DDP. The University may refrain from filing a patent or other industrial property right protection application, or may withdraw an application, if it keeps the invention or other industrial property secret and uses it as a trade secret solution, while acknowledging that it would otherwise be patentable or otherwise eligible for industrial property rights protection at the time of receipt of the presentation of the creation. The University must inform the creator of this decision. The Rector and the Chancellor shall also decide on the strategy for protecting and safeguarding the creation prior to exploitation, the methods of exploitation and the costs of the procedures.

(11) On the basis of the management decision, DDP provides administrative and management support for the actions involved in the procedures for obtaining and maintaining protection for intellectual creations. This includes:

a) preparing for signature and drafting the documents relating to the University's decision;

b) maintaining a permanent contact with and providing information to the creators or their designated representative;

c) preparing the authorisation and service mandates of patent agents representing the University in protection application procedures;

d) keeping contact with the patent agent during the protection application procedures and, depending on the nature of the mandate, during the maintenance period;

e) liaising with the HIPO, the patent agent, the relevant organisational units and monitoring the due date and payment of application and maintenance fees.

f) preparing remuneration agreements, exploitation/use, licencing and transfer contracts with creators;

(12) All Know-how disclosed and declared to the University shall be the exclusive property of the University and shall be fully assigned to the University. Keeping the individual know-how descriptions up to date and ensuring their availability is a joint responsibility of the creating organisational units. Know-how that does not qualify for industrial property rights protection and works of authorship that do not qualify as publications shall be subject to the procedure set out in this Article, with the appropriate exceptions due to the nature of the protection (e.g. lack of an industrial property right declaration), unless otherwise provided for in a written contract concluded by the University.

(13) In the case of trademarks and other distinctive signs, the University's acquisition of these and the declaration and offering of such trademarks and distinctive signs are justified if they are directly related to an intellectual creation, process or technical solution, which can be protected and the furnishing of which with these distinctive signs is advantageous from the point of view of exploitation and competition.

The rules of procedure do not apply to the University's protected heraldic emblems, logos, figurative and textual trademarks, and design elements, the use of which is subject to a prior written contract or arrangement with the University.

## *8. §*
## *Procedure for Works of Authorship*

(1) The author(s) of a Commissioned written work of authorship (hereinafter referred to as "Author(s)") shall notify the work prior to accepting the commission, using the notification form set out in Annex 3.

(2) One original copy of the completed notification form, signed by both the Author and the payroll administrator, shall be submitted to the DDP.

(3) The notification form shall be registered by the DDP and forwarded to the Rector and the Chancellor for approval.

(4) In the event of failure to submit the notification, the Author's Work shall be considered a Service Works of Authorship and the rules applicable to Service Works of Authorship shall apply.

(5) Unless otherwise agreed, the property rights in the Service Works of Authorship of persons under this Regulation shall vest in the University as the successor in title to the Author upon the transfer of the given work of authorship.

(6) Authors must transfer the Service Works of Authorship to the University promptly after their creation.

(7) The registration and management of scientific communications and publications is carried out by the Center of Excellence.

(8) The Author of a Service Work of Authorship that is not a scientific communication or publication and the information relating to the creation of the work must immediately notify his/her payroll administrator electronically and, if the Service Work of Authorship is exploitable, in particular in the case of Software, must do so concurrently by sending 1 copy of the declaration form (Annex 2) to the DDP.

(9) In the case of multiple authors, joint works or joint authorship, the declaration form must be signed by all the authors involved in the creation of the work, indicating the shares of authorships.

(10) DDP will formally check the declaration forms and the necessary annexes and register the date of receipt. If necessary, a short deadline of no more than five working days may be set for the submitter(s) to provide further

disclosure. The head of the organisational unit or research group concerned, or the payroll administrator, may also request further disclosure with a short deadline of up to five working days.

(11) The declaration form (Annex 2), in due form and with complete content, must be submitted to the DDP in 1 original copy, signed by the authors and the head of the organisational unit or research group concerned or the payroll administrator of the faculty.

(12) For works of authorship that do not constitute a scientific communication or publication, the procedure will be the same as for know-how, except where the service work of authorship that does not constitute a scientific communication or publication is expressly created with the intention of publication, is an annex to a scientific communication or publication, and if not included it is likely to reduce the number of citations of the communication. In this case, the work may be published without further authorisation, subject to notification.

(13) In the case of a scientific communication or publication, it is not necessary to obtain the opinion of the Intellectual Property and Technology Assessment Committee and the Rector/Chancellor's approval is not required for the work to be accepted by the University.

(14) The declaration of acceptance by the University of a work of authorship, textbook, curriculum, educational material, scientific work to be created under a civil law contract between the University and the Author shall be subject to the provisions of the contract concluded for the creation of the work.

(15) The University owns the intellectual property rights to textbooks, teaching materials, coursebooks and teaching aids created in the course of professional duties.

A work shall be considered to have been created in the course of professional duties if no agreement or contract to the contrary has been concluded between the parties before the work was created. Before creating any textbooks, coursebooks, teaching materials or teaching aids, the Author shall submit the description or draft of the work to the manager exercising the right to give instructions (hereinafter: ‘supervisor’), who

shall give a written opinion within 30 days on whether the work falls under the scope of the Author's professional duties.

(16) The supervisor shall provide the author with a written statement of his/her position and shall also send 1 copy to the ULKCUP. If the supervisor does not issue a written opinion within 30 days, the work shall be considered to have been created by the author in the course of the author's professional duties.

(17) If the work was not created in the course of professional duties, a written agreement must be concluded between the authors and the university, including compensation for the use of university resources.

(18) The Author has the free right of disposition over textbooks and teaching materials that do not fall within the scope of his/her professional duties, unless he/she has concluded an agreement to the contrary with the University.

(19) If special software, databases can be protected linked to a technical solution or the operation of equipment, and in the case of works of authorship which also include novel technical solutions and the construction design of certain objects, or in any other case where the possibility of obtaining industrial property rights protection for an intellectual creation may arise (in particular: patent, utility model protection, design protection), the rules for obtaining industrial property rights protection described in Article 7 shall apply.

(20) The Rector and the Chancellor may jointly decide not to lay claim to the work of authorship, in which case a written contract to that effect must be concluded with the Author, and the Author remains the holder of the property rights.

(21) DDP and ULKCUP provide administrative, archival and management support to the Authors under this Regulation. DDP and ULKCUP keep a register of the declared and transferred works of authorship, participate in the preparation of contracts related to the transfer, use and public dissemination of works of authorship.

## Chapter IV

## ASSESSMENT AND REGISTRATION OF INTELLECTUAL CREATIONS, INTELLECTUAL PROPERTY

### *9. §*
### *Recording of the Capitalised Value of Intellectual Products and Experimental Development Resulting from R&D Activities*

(1) Having considered the legal option related to the capitalisation of the experimental development (Act C of 2000 on Accounting, hereinafter: 'Accounting Act'), and taking into account the impact on the result, the University does not make use of the capitalisation option provided for in the Accounting Act. On this basis, the costs related to experimental development are charged to the current year.

(2) Intellectual creations and experimental developments resulting from R&D activities are not included in the accounting records, but are recorded in other off-balance sheet accounts (see. Article 10(1): portfolio register).

### *10.§*
### *Register of Intellectual Creations, Intellectual Property Portfolio*

(1) A portfolio register (hereinafter: 'Portfolio Register') shall be kept by the institution of intellectual property rights which the University has designated as service-related and of intellectual property rights which the University accepted, and which constitute an exclusive or non-exclusive property right or licence right.

(2) DDP is responsible for all duties related to the portfolio register.

(3) The Portfolio Register must contain at least the following data and information:

a) reference number;

b) the title and a brief description of the intellectual creation, intellectual property;

*c)* the category of intellectual creation, intellectual property;

d) the names, personal identification data and addresses of the creators;

e) the percentage of the creators' contribution to the creation of the intellectual creation, intellectual property;

f) the service, employment or other nature of the creation;

g) the organisational unit or research group involved in the creation of the intellectual creation;

h) the names of the third persons or entities involved in the creation of the intellectual creation and laying claim to the intellectual property rights, and their share;

i) the date when the intellectual creation was offered or declared to the University; in the case of inclusion in a repository, the unique digital object identifier (DOI) of the digital version;

j) the University's decision to accept, reject or renounce the claim to the intellectual property;

k) the date of the University's decision;

l) the registration number, the date of conclusion and the validity of the transfer and remuneration contracts concluded with the creators of the intellectual property;

m) where protection proceedings are initiated:

- the name of the representative, authorised patent agent, the address and contact details of the patent agent/law firm, the form of protection applied for, the territorial scope of protection, the case number, the date of filing the application for protection/ the date of the recognised priority date;
- the date on which provisional protection is granted;
- the date on which final protection is granted;
- the registration number of the protection granted;

- the amount and due date of the procedural and maintenance fees to be paid, the date of payment, the name of the cost centre(s) providing financial coverage; cost-sharing ratios;
- if the application for protection was not filed by the University of Pannonia, the name of the person/organisation filing the application and the sharing of costs;
- the date of renouncing protection;
- the termination, legal ground and date of protection;
- all other facts and rights relating to the intellectual creation, whether or not these are included in the register;

n) for licencing, exploitation/use:

- the type and scope of the licence, exploitation/use;
- the names of licensees, exploiters/users, their identification data;
- the registration number of the licence, exploitation/use contracts;
- licence, exploitation/usage fee income/licence fee, royalties, dividends; consideration for the transfer of an asset/
- other terms of the licence, exploitation/use contracts.

(4) DDP registers the data listed above in the Portfolio Register in electronic form and updates the register continuously.

(5) The DDP ensures that the filing, document management and preservation of all records and documents generated in the management of intellectual creations and intellectual property is carried out in accordance with the File Management Regulation of the University of Pannonia.

(6) Data relating to the management of intellectual creations, intellectual property and their records in the registers shall be considered secret, confidential information of the University constituting a trade secret. For this reason, the University's internal procedures must follow the rules of confidentiality and secrecy, in order to prevent unauthorised access to data and information by third parties or the premature disclosure of communications that would destroy novelty and make it impossible for the intellectual creation to gain protection.

# Chapter V

# THE EXPLOITATION OF INTELLECTUAL CREATIONS, INTELLECTUAL PROPERTY

## *11.§*
## *Modes of Exploitation*

(1) The exploitation of intellectual property is the totality of all acts and activities in the course of which, in particular, the invention or other industrial or commercial creation or the product covered by copyright is produced, used, marketed, sold, offered for sale, stocked for such purposes or imported into the country, and the method is exploited.

(2) For works of authorship, the use of the work includes in particular:

- copying,
- distribution,
- public presentation of the work,
- broadcasting to the public,
- retransmission to the public,
- adaptation.

(3) The University shall be entitled, in particular, in respect of the exploitation of the copyrights, inventions, patents, utility models, designs, which are granted or eligible for industrial property rights protection, or any other creations or rights of industrial property rights protection and know-how to which it is entitled, to the following:

a) not to use the intellectual creation, intellectual property in order to create or maintain an advantageous market position;
b) to grant the right of exploitation or use to another person (granting a licence);
c) to transfer the right to lay claim to industrial property rights protection or the industrial property rights protection, or the

author’s property rights in whole or partially, if permitted by the Act on Copyright;

d) to create a spin-off company by acquiring a holding in it, to provide a non-monetary contribution to it by assigning an intellectual creation or intellectual property right, or to grant a licence or to transfer rights to a spin-off company;

e) to use or exploit the intellectual creations, intellectual property, in particular Service Works of Authorship, service or employee inventions, patents, other creations under industrial property rights protection, industrial property rights, for the University's own activities and/or to utilise these for internal operational purposes.

(4) The University shall decide on the exploitation pursuant to Article 11 (3) and on the manner of such exploitation (own use, exploitation, transfer for use, exploitation, utilisation by way of a licence agreement or establishment of a spin-off company or transfer of rights to such a company, etc. ) after careful consideration of all relevant circumstances, and shall act after careful consideration and preparation, in accordance with economic justification and within the applicable legal framework (in particular: civil law, public finance law, mandatory rules of the act on scientific research, development and innovation) and in accordance with the University's applicable asset management guidelines and regulations.

(5) An exploitation/use contract can only be concluded for an existing intellectual creation if it has been declared to the University.

An exploitation/use contract can also be concluded for an intellectual creation to be created in the future, but the creators must declare the intellectual creation before it is transferred for exploitation.

### *12.§*
### *Rules on the Transfer of Property Rights of Intellectual Creations*

(1) If the University submits an offer in response to an external request for offer which involves the transfer of intellectual property rights, the need for the transfer of intellectual property rights and the remuneration for this

transfer pursuant to Article 17, as well as the need to conclude an exploitation/use contract, shall be indicated in the request for authorisation.

(2) Where the University submits an offer in response to an external request for offer and, as a result, enters into a contract or accepts an order involving the transfer of intellectual property rights, the following procedure shall apply:

a) the obligation to transfer the intellectual property right and that the University is entitled to remuneration for it shall be stipulated in the offer and contract,

b) the fact of remuneration must be stated in the offer and in the contract, even if the amount of the amount in the offer includes the remuneration for the transfer of the intellectual property right.

(3) If it is not possible to determine the amount of the remuneration for the transfer of the rights at the time of the offer, the offer must state that the rights may be transferred only under a separate use or exploitation contract.

(4) The consideration for the transfer of the intellectual property right shall be recorded in the University's records after the revenue has been recognised.

### *13.§*
### *The Consideration for the Transfer of Rights in an Intellectual Creation*

(1) In the case of exploitation/use contracts, the exploitation/usage fee is determined by negotiation with the exploiter, taking into account the specific exploitation circumstances and the scope of the rights transferred, with the coordination and professional assistance of TTC and with the DDP being kept informed.

(2) In the case of contracts for research, development and innovation, where the transfer of rights to intellectual creations is part of the performance, the consideration for the transfer of rights shall be determined as follows:

a) If the contract includes an exploitation/use agreement, the procedure outlined in paragraph (1) of this Article shall apply.

b) In general cases, typically where the expected exploitation of intellectual property is a one-off event or is not expected to have a direct revenue generating effect, the University will apply a 15% rate to the exploitation/usage fee as a proportion of the total net revenue for the full transfer of rights.

c) If, on the basis of industry characteristics, the scope of the rights transferred or the specificity of the offer or contract, the offering entity wishes to deviate from the 15% key, it may do so by attaching a justification to the request for authorisation (Annex 2 to the Regulation on the procedure for providing services upon the request of an external party).

### *14.§*
### *Recording Revenues from Exploitation/Use*

(1) The revenue from exploitation/use is recorded on the bases of the request for authorisation and the provisions of the exploitation/use contract by the Directorate for Economic Affairs (hereinafter referred to as "DEA"), in consultation with the DDP, for the cost centre associated with the relevant request for authorisation or exploitation/use contract.

## Chapter VI

## COSTS

### *15. §*
### *Bearing of Costs*

(1) For the territory of Hungary, the procedural fees (filing fees, search fees, substantive examination fees, printing fees, patent agent's fees) and the maintenance fees for the first five years of protection of the industrial property rights of a Service Creation shall be borne by the University’s Innovation Fund.

(2) The Rector and the Chancellor shall decide on the initiation of and application for the protection of the industrial property rights of the Service Creation outside Hungary, in other countries, or on the extension of the protection claim to the territorial scope of other countries on the basis of a PCT application initiated at the Hungarian Intellectual Property Office, on the basis of the recommendation of the Intellectual Property and Technology Assessment Committee and the assessment of the necessary costs. The procedural fees (filing fees, search fees, substantive examination fees, printing fees, patent agent's fees) incurred with regard to protection of the industrial property rights of a Service Creation outside Hungary shall be borne by the University's Innovation Fund. The University's Innovation Fund undertakes to pay the maintenance fees for the protection of the industrial property rights of a Service Creation outside the territorial scope of Hungary for a period of time, which is determined on a case-by-case basis but not exceeding five years, as recommended by the Intellectual Property and Technology Assessment Committee and decided jointly by the Rector and the Chancellor.

(3) The Rector and the Chancellor of the University shall, on the basis of the proposal from the Committee, review the right for exploitability annually after the first five years in the case of protection within the territorial scope of Hungary, and in the case of protection outside the territorial scope of Hungary and after the years specified in paragraph 2 above, and shall decide on the basis of the results of the review whether to:

a) maintain the right,

b) transfer the right,

c) stop maintaining the right and simultaneously assign the right to the creator.

(4) The guidelines for the allocation of an Innovation Fund are set out in the University's Financial Regulation and the annual budget.

(5) If obtaining protection is linked to a tender, project or research programme, or an obligation undertaken therein, and the fees listed in paragraphs (1) and (2) of this Article are chargeable to the financial support or other R&D funding, the costs shall be charged to the cost centre of the tender or project concerned. In such a case, in addition to the indication of

the cost centre providing the coverage, a textual reference to this fact must be made on the declaration form of the intellectual creation.

(6) The Innovation Fund will cover the additional costs of the services of patent agents, experts, patent agencies, law firms, etc. necessary for any procedures for obtaining protection and/or for the duration of the maintenance term of a particular protection.

(7) If external natural persons, who do not have a legal relationship with the University, have contributed as creators, inventors to the Service Creation under Industrial Property Rights Protection, or if third party legal entities have rights with regard to said Creation, the costs shall be shared in proportion to the share of property rights between the Creators, unless otherwise agreed.

(8) The provisions of this Article 15 shall apply mutatis mutandis to any Creation under Industrial Property Rights Protection that are subject to this Regulation and are acquired by the University (excluding Employee and Worker Creations under Industrial Property Rights Protection, where the University only acquires rights of exploitation and does not acquire the property rights to these).

(9) If the person declaring the intellectual creation withdraws its declaration after the protection procedure is initiated, or if the protection procedure fails due to the declaring person's fault, the costs relating to the application for protection, as supported by an invoice, including the costs incurred until the withdrawal and as well as those that arise in connection with the conclusion of the procedure, shall be charged to the budget of the declaring person's organisational unit. In the case of creators belonging to different organisational units, the costs should be shared in proportion to their share in the creation as indicated in the declaration form of the intellectual creation. The DDP shall immediately notify the Directorate for Economic Affairs if the application procedure fails.

## Chapter VII

## SHARING OF ROYALTIES FROM EXPLOITATION, REMUNERATION OF CREATORS, UNIVERSITY INTERESTS

### *16. §*
### Basic Principles (for intellectual creation and inventions eligible for industrial property rights protection)

(1) The exploitation of intellectual creations and intellectual property rights subject to this Regulation give rise to revenue from the exploitation of the rights acquired by or transferred to the University. These revenues are received by the University under different legal titles, in different amounts and on different schedules, depending on the different types of exploitation listed in Article 11.

(2) By sharing the revenue from the exploitation of intellectual creations and intellectual property rights, the University aims to motivate and give creators a stake in their activity to create innovative, unique intellectual works and products that support socio-economic development and innovation.

(3) In the case of the sale of a Service Creation under Industrial Property Rights Protection pursuant to paragraphs (5) to (7) of this Article 16, the creators shall be entitled to royalties, and in the case of Employee Creation under Industrial Property Rights Protection, the creators shall be entitled to royalties for the exploitation of the Employee Creation under Industrial Property Rights Protection (hereinafter collectively: 'Royalties'), in the manner and to the extent stipulated in this Article 16 and in paragraphs (1) to (5) of Article 17.

(4) The royalties, if required by law, are payable by the University as the exploiter. In the case of jointly owned intellectual property, the royalties are payable by each exploiting co-owner, unless otherwise agreed by the co-beneficiaries. In the case of authorisation of exploitation and transfer, the one obtaining the right may assume the obligation to pay the fee.

(5) The creator of a Service Creation under Industrial Property Rights Protection (not including an intellectual creation protected by copyright) is entitled to royalties on the sale of the work in proportion to their contribution to the creation of the intellectual creation if

a) the intellectual creation is protected by registered protection – royalty eligibility period: from the start of the sale until the final protection (supplementary protection) expires;

b) the registered protection has lapsed as a result of the University renouncing protection or not paying the maintenance fee – royalty eligibility period: from the start of the sale until the date on which the registered protection would have lapsed as a result of the expiry of the term of protection; unless the University offers the intellectual property rights in the intellectual property to the creators.

c) the intellectual creation is kept secret and sold in the form of know-how – royalty eligibility period: from the start of the sale until the intellectual creation is disclosed to the public or, if the following is longer, for the number of years for which protection could have been granted, calculated from the date the intellectual creation was disclosed to the University.

(6) The following shall be considered as sale of the Service Creation under Industrial Property Rights Protection:

a) the internal exploitation of the intellectual creation (e.g. production) and/or the use of the intellectual creation for own operations;

b) refraining from exploiting the intellectual work in order to create or maintain an advantageous market position (defensive protection);

c) granting the right of exploitation to another person (granting a licence);

d) whole or partial transfer of an intellectual creation.

(7) The Creator of a Service Creation under Industrial Property Rights Protection shall be entitled to royalties after exploitation, in the case of individual licences of exploitation and transfer after each licence or transfer, and also after licences of exploitation without consideration and after transfers free of charge, except in the case provided for in paragraph (4) of Article 17.

(8) The Creator of a Service Creation under Industrial Property Rights Protection is also entitled to royalties in the case of a sale of a creation under a foreign patent or other corresponding legal protection; however, after exploitation only if the Creator is not entitled to royalties under a domestic patent.

(9) The royalties provided for in Article 17 (2) of this Regulation shall be paid to the creator only in the case of the sale or exploitation of a Service Creation under Industrial Property Rights Protection or an Employee Creation under Industrial Property Rights Protection to the extent and in the manner provided for in Article 16 and Article 17 (1) to (5). For other Creations under Industrial Property Rights Protection covered by this Regulation (i.e., for Creations under Industrial Property Rights Protection that are not Service or Employee Creations), the creators shall be entitled to remuneration, which, as well as other matters that arise, may be subject to separate agreement between the University and the creator(s). In addition, in the case of know-how created by persons subject to this Regulation, creators shall be entitled to remuneration, pertaining to which and other matters arising an individual written contract between the University and the creator(s) may be concluded. With regard to remuneration, the provisions of Article 17 shall be applicable, from which the parties however may deviate by mutual agreement. In the case of the sale of know-how, remuneration is only payable on the revenue actually received.

(10) If the remuneration is not provided for by law, it may be paid to the Creator only during the period of his/her employment at the University.

### *17. §*

### Amount of Remuneration for Creators (for intellectual creations eligible for industrial property rights protection, intellectual property rights, in particular for inventions and patents)

(1) The basis of the royalties shall be calculated in accordance with paragraph (1) of this Article 17. The basis for calculating the royalties is the net revenue from the exploitation or sale, excluding value added tax (VAT). In

determining net revenue, net revenue from exploitation or sale includes any amount paid by the buyer or licensee as consideration for the transfer of rights or for the assignment of the rights of exploitation. The net revenue forms the basis for the amount that can be shared between the researchers and the University (royalty base).

(2) From the royalty base under the provisions of paragraph (1) of Article 17 above, the creator or, in the case of a joint result of several creators, the creators shall be paid the gross total remuneration of the creators as follows:

a) if the royalty base does not exceed HUF 1,000,000, 100% of the royalty base may be paid out to and shared between the creator(s),

b) if the royalty base exceeds HUF 1,000,000 and is between HUF 1,000,001 and HUF 10,000,000, then 100% of the royalty base up to HUF 1,000,000 may be paid out to and shared between the creator(s), and 50% of the royalty base amount above HUF 1,000,000 may be paid out to and shared between the creator(s), while the other 50% shall be retained in the Innovation Fund,

c) if the royalty base is between HUF 10,000,001 and HUF 100,000,000, then:

- the royalty base up to HUF 1,000,000 may be paid out to and shared between the creator(s) as described in Article 17 (2) a),
- between HUF 1,000,001 and HUF 10,000,000 the amount to be paid out to and shared between the creator(s) as described in Article 17 (2) b), while
- for the amount above HUF 10,000,001, 40% of the royalty base may be paid out to and shared between the creator(s), and the remaining 60% shall be distributed as follows: Faculty: 25%, Innovation Fund: 35%,

d) if the royalty base exceeds HUF 100,000,001, then:

- - the royalty base up to HUF 1,000,000 may be paid out to and shared between the creator(s) as described in Article 17 (2) a),
- - between HUF 1,000,001 and HUF 10,000,000 the amount to be paid out to and shared between the creator(s) as described in Article 17 (2) b),

- - between HUF 10,000,001 and HUF 100,000,000 the amount to be paid out to and shared between the creator(s) as described in Article 17 (2) c), while
- for the amount above HUF 100,000,001, 30% of the royalty base may be paid out to and shared between the creator(s), and the remaining 70% shall be distributed as follows: Faculty: 30%, Innovation Fund: 40%.

Royalties are paid once a year. The payment schedule is set out in the contract between the University and the creator(s).

(3) The University and the creator shall enter into the applicable royalty agreement no later than a reasonable time after the commencement of the sale, the notification of keeping the creation secret, the licencing or transfer, and with terms and conditions consistent with this Regulation.

(4) The royalties are due from the date of signing the contract of sale or, in the absence of a contract, from the date of the start of the sale. The royalties already paid to the creator shall not be refunded even if the intellectual creation is ultimately not granted protection or if protection ceases retroactively. No royalties are payable from the date of termination of protection. In the event of termination of protection due to the University renouncing the right or not paying the maintenance fee, the royalties shall continue to be due until the date specified in the royalty agreement, irrespective of the termination of protection. If the protection is transferred or assigned to the creator free of charge, the creator is no longer entitled to royalties.

(5) In the event of a transfer of an intellectual property or a licence to exploit it, the University, the beneficiary and the creator may jointly agree that the beneficiary will assume payment of the royalties.

(6) In cases not covered by Article 17, the University may conclude an individual agreement, as set out in Article 16 (9) of this Regulation.

### *18. §*
### *Remuneration of Authors (for creations covered by copyright)*

(1) In the case of Service Works of Authorship created by persons subject to this Regulation, authors shall be entitled to remuneration, which, as well as other matters that arise, may be subject to separate agreement between the University and the creator(s).

(2) Where a separate agreement is concluded, the amount of the royalties and other matters relating to the Service Works of Authorship may be the subject of an individual agreement between the University and the Author.

(3) In connection with the use of works of authorship, which do not constitute Service Works of Authorship, and have been declared to and acquired by the University as successor in title or form part of a licencing agreement, the University may conclude a licence or rights assignment agreement with the authors, specifying the amount of the licence or assignment fee, the method of payment, the date of payment and the term of the agreement.

(4) The University may agree with authors to pay them a lump sum of royalties for the use of their work, or a percentage of the actual net revenue from the distribution, publication or other use of the work.

## Chapter VIII

## BREACH OF THE REGULATION, LEGAL CONSEQUENCES

### *19.§*
### *Infringement, Violation of Law*

(1) If creators or persons subject to this Regulation fail to declare, offer or transfer their intellectual property subject to this Regulation to the University, or in any other way violate the provisions of this Regulation, they shall be liable under the law governing the legal relationship between them and the University, under their employment or other contract and/or the applicable regulations.

(2) Where failure to declare is discovered, the author(s) subject to this Regulation shall be required to:

a) declare the intellectual property promptly,

b) make a statement pertaining to all relevant facts concerning the protection and exploitation of the intellectual creation,

c) hand over the relevant documents,

d) declare and provide evidence of any income from the exploitation of the intellectual creation,

e) in cases where it has the power to do so, to stop the illegitimate exploitation,

f) ensure that property rights are transferred to the University.

(3) Creator(s) must reimburse all costs relating to the transfer of the intellectual property rights to the University, which have been incurred as a result of the default. Creators do not have to reimburse the costs that arose during the acquisition of the property rights by the University if these costs would have arisen had the creators fully complied with this Regulation.

(4) In the event of a breach of the provisions of this Regulation by employees of the University, the legal consequences and compensation rules set out in the relevant provisions of the ERS shall also apply.

(5) In the event of a breach of the provisions of this Regulation by a student of the University, the legal consequences and compensation rules set out in the relevant provisions of the Student Requirement System (hereinafter: 'SRS') shall also apply.

(6) In the case of acts by persons having an employment or other civil legal relationship with the University, or by other persons who are researchers or creators working on the territory of the institution, which adversely affect or damage the intellectual property of the University and/or violate this Regulation, legal action, claims for damages may be brought in civil proceedings, and in justified cases by initiating criminal proceedings.

(7) In addition to the consequences under labour law and civil law, the University may require the free transfer of all rights to the intellectual creation or intellectual property, if the University is entitled to the

intellectual creation or intellectual property, and may also require the payment of the balance of the gross (pre-tax) profits from any exploitation of the intellectual creation or intellectual property, less the remuneration the creators are eligible for.

(8) It is also a violation of this Regulation to communicate or disclose to unauthorized persons, or allow unauthorized persons to have access to, confidential or secret information concerning an intellectual creation that the University has title to, including premature publication or disclosure that adversely affects the protection or exploitation of an intellectual creation.

### *20. §*
### *Remedies*

(1) If the creators or the persons covered by this Regulation consider the procedure or the University's decision concerning the intellectual creation covered by this Regulation to be prejudicial, they may initiate a review or appeal to the persons representing the University (Rector and Chancellor) within 15 days of the occurrence of the matter or circumstance considered prejudicial or of the receipt of the written document notifying them of the University's decision.

(2) The Parties may apply to the courts to settle any disputes arising between the University and the creators in connection with the intellectual creation.

## Chapter IX

## ENTRY INTO FORCE AND TRANSITIONAL PROVISIONS

(1) After the entry into force of this Regulation, the exploitation/usage fee must be set out in the request for authorisation.

(2) In the case of contracts in force on 1 January 2023 and covering a period of performance in 2023 or subsequent years, the exploitation/usage fee shall

be calculated from the revenue in accordance with Article 13(2)(b), or, if the tendering organisation unit wishes to derogate from this, it shall request an amendment to the request for authorisation, taking into account Article 13(2)(c).

(3) Simultaneously to this Regulation entering into force, the Regulation on the Management of Intellectual Property adopted by Resolution No. 111/2025. (VI.19.) of the Senate shall cease to have effect.

(4) This Regulation shall also apply to pending cases and activities.

(5) This Regulation shall enter into force on 1st June 2026.

## Chapter X

## FINAL PROVISIONS

(1) The provisions in force at the time of conclusion shall apply to any remuneration contracts previously concluded between the University and the creators of intellectual creations and to any exploitation/use contracts already concluded by the University.

(2) The abbreviation to be used in other regulations to refer to this Regulation is [RMIP].

Veszprém, 21st May 2026

By virtue of Resolution No. 103/2026. (V.21.) this Regulation has been approved by the Senate.

| | |
|---|---|
| Dr. János Abonyi | Zsolt Csillag |
| Rector | Chancellor |

The Regulation was adopted by the Board of Trustees of the Foundation for the University of Pannonia in its Resolution 63/2026. (05.28.)

Veszprém, 28th May 2026

Dr. Zoltán Birkner

Chairman of the Board of Trustees

**Annexes:**

Annex 1 – Declaration Form for Intellectual Creations

Annex 2 – Declaration Form for Works of Authorship

Annex 3 – Notification form for a work of authorship created by an employee of the University of Pannonia that does not qualify as a Service Work of Authorship

*Annex 1*

**Declaration Form for Intellectual Creations to fulfil the declaration obligation specified in paragraph (1) of Article 7 of the Regulation of the University of Pannonia on the Management of Intellectual Property**

The undersigned creator(s)/inventor(s), as the developer(s) of the intellectual property, hereby declare that as a result of our research work or other activities aimed at creating the intellectual property at the University of Pannonia, we have developed the following intellectual property (in particular: invention, know-how):

I. Name of the intellectual property:

II. Brief description, presentation, technical and novelty content:

III. Nature of the intellectual creation (underline)[1]:
   a) Service
   b) Employee[2]
   c) Other[2]

IV. Date of creating the intellectual property

V. Data of Creators, Inventors[3].
   (1) The leader/representative of the research group:
      – Name:
      – Place and date of birth:

[1]In principle, intellectual creations created by university employees are service creations. Categories (b) and (c) may apply if the creator's work is not related in any way to the creation (e.g. an electrical engineer applies for plant variety protection and it is not related to a project, external commission, etc.), or the creator has no legal relationship with the University.

[2] A creation covered by this Regulation is considered to be a non-service creation (employee or other) if, prior to its creation, development, or production, the University and the creator(s) have agreed in writing the terms and conditions, under which the creator(s) may use University resources (including their time) to create a non-service creation, and the University's share of the revenues from the non-service creation. Also included in the other category are creations where non of the creators have any legal relationship with the University and had a legal relationship with the University at the time of creation.

[3] All creators must be listed, even those not having a legal relationship with the University. At the end of the document, creators must declare their acceptance of the contribution proportions listed here, which is only reasonable if all creators are listed.

– Mother's name
– Registered address:
– Contact details:
– The name of the organisational unit or research group concerned, its affiliation to the University:
– % of the contribution to the creation of the intellectual property:

(2)
– Name:
– Place and date of birth:
– Mother's name
– Registered address:
– Contact details:
– The name of the organisational unit or research group concerned, its affiliation to the University:
– % of the contribution to the creation of the intellectual property:

(3)
– Name:
– Place and date of birth:
– Mother's name
– Registered address:
– Contact details:
– The name of the organisational unit or research group concerned, its affiliation to the University:
– % of the contribution to the creation of the intellectual property:

VI. If any of the inventors or creators is not employed by the University, this person and also the nature of his or her relationship with another research organisation, institution or entity during the creation of the intellectual property shall be indicated specifically[4]:

VII. Which activity(ies) of the University of Pannonia resulted in the invention, the solution?
a) Research project on own initiative
b) Research funded by grants
c) Research results obtained in the course of work carried out under a work or agency contract

[4] It is sufficient to identify the person(s) listed in the previous point by name, and to name the institution and the legal relationship(s). If the person's legal relationship has changed (especially if the university is involved) please include the dates, otherwise this is not necessary.

VIII. Name of the financial source(s), grant agreement(s), contract(s), project(s) that made the creation of the intellectual property possible and the list of cost centres:

IX. Did the creation of the intellectual creation involve the use of material, equipment or any intellectual creation belonging to a third person or organisation which would give rise to a claim or right of disposition by such persons over the intellectual creation declared?[5]

a) Yes
b) No

If 'Yes', the name of the external, third party laying claim to the right of disposition over the solution, and to sharing the property rights: Name of the company/organisation, location, % of their entitlement

X. Is there a contract or other obligation that may affect the intellectual property rights? If yes, please describe it/them briefly[6].

XI. What data, material or information about the intellectual creation has been made public by the inventors up to the date of the declaration:

XII. Proposal for a protection strategy for the invention or solution,

a) Patent protection
b) Utility model protection
c) Design protection
d) Protection of topography of microelectronic semiconductors
e) Trademark protection,
f) Keeping it secret – exploitation as know-how

XIII. In the case of an application for protection, do you require the University to manage the protection procedure?

a) Yes
b) No

If 'No', please indicate the name of the person managing the procedure:

Company name:
Address:

[5] The background intellectual property used needs to be indicated (background IP) here.
[6] Please indicate if the creation of the intellectual property is based on a contract and whether the contract assigns rights to the client.

VAT number:

Is there a valid agreement between the person managing the procedure and the University?
a) Yes
b) No

XIV. If protection is justified, a proposal to extend protection to a geographical area (country(ies), EU, etc.):

XV. Identification of potential exploiters, market opportunities:

XVI. When an intellectual creation not covered by this Regulation is being offered, and if the intellectual creation has already been granted provisional or definitive protection, please enclose to the declaration the supporting documents and a statement that the intellectual property rights, or part of it, have been assigned to the University.

XVII. Statement by the inventor(s) of the intellectual creation, invention or solution:

- I/We, the undersigned, declare that the information disclosed in this declaration form is complete and correct. I/We have made the declaration in accordance with the Regulation of the University of Pannonia on the Management of Intellectual Property and in compliance with the applicable laws.
- I/We declare that the creation of the intellectual property covered by this declaration does not involve the creative rights of any other person(s) not listed above and that, to the best of our knowledge, the creation covered by this declaration and its exploitation does not infringe the rights of any other person(s).
- I/We agree with the share and the % of creator's or inventor's contribution to the intellectual creation, invention or solution as set out in this declaration.
- In the case of acceptance of the disclosed intellectual creation, invention or solution by the University, I/we provide assistance in all issues arising during the related protection procedure and cooperate with the Directorate for Development and Projects and, in relation to utilization, with the TTC.

Date: .....

Creators'/inventors' names and signatures:

…… …… ……

……
Payroll administrator’s name and signature

*Annex 2*

**Declaration Form for Works of Authorship to fulfil the declaration obligation specified in paragraph (8) of Article 8 of the Regulation of the University of Pannonia on the Management of Intellectual Property**

I/We, the undersigned author(s), (hereinafter: authors) hereby declare that in the course of our activities or duties at the University of Pannonia, we have created the following copyrighted work of authorship (hereinafter: work of authorship).

I. Title of the work of authorship:

II. Kind of the work of authorship:
   a) Literary work
   b) Scientific work
   c) Journalistic work
   d) Music
   e) Work of art
   f) Work of applied art
   g) Map
   h) Architectural work
   i) Collection of works
   j) Computer program, software
   k) Other:

III. The nature of the work of authorship:
   a) Service (created in the course of professional duties)[7],
   b) Other

IV. Data of the author(s)[8]

1.) In the case of co-authors, the person who represents them:

- Name:
- Place and date of birth:
- Mother's name
- Registered address:
- Contact details:
- The name of the organisational unit or research group concerned, its affiliation to the University:

[7] A work shall be considered to have been created in the course of professional duties if no agreement or contract to the contrary has been concluded between the parties before the work was created.

[8] All creators must be listed, even those not having a legal relationship with the University. At the end of the document, creators must declare their acceptance of the contribution proportions listed here, which is only reasonable if all creators are listed.

- % authorship in the case of a joint work or a collective work:

2)
- Name:
- Place and date of birth:
- Mother's name
- Registered address:
- Contact details:
- The name of the organisational unit or research group concerned, its affiliation to the University:
- % authorship in the case of a joint work or a collective work:

3)
- Name:
- Place and date of birth:
- Mother's name
- Registered address:
- Contact details:
- The name of the organisational unit or research group concerned, its affiliation to the University:
- % authorship in the case of a joint work or a collective work

V. If any of the authors is not employed by the University, this person and also the nature of his or her relationship with another research organisation, institution or entity during the creation of the work of authorship shall be indicated specifically[9]:

VI. Date when the work of authorship was created

VII. Which activity(ies) of the University of Pannonia resulted in the work of authorship?
   a) Research project on own initiative
   b) Research funded by grants
   c) Research results obtained in the course of work carried out under a work or agency contract

[9] It is sufficient to identify the person(s) listed in the previous point by name, and to name the institution and the legal relationship(s). If the person's legal relationship has changed (especially if the university is involved) please include the dates, otherwise this is not necessary.

VIII. Name of the financial source(s), grant agreement(s), contract(s), project(s) that made the creation of the intellectual property possible and the list of theme numbers:

IX. Has the work of authorship been uploaded to the University repository?
   a. Yes
   b. No

Unique identification number (DOI):

X. Proposal for the use, market exploitation and sale of the work of art:
   a) One-off direct sale
   b) Repeated direct sale
   c) Transfer for distribution
   d) Licencing
   e) Finding a business partner for product development
   f) Sale as part of own service
   g) Free of charge transfer in the spirit of social responsibility
   h) Other: .....

XI. Is there a contract or other obligation that may affect the rights with regard to the work of authorship? If yes, please describe it/them briefly[10].

XII. Statement(s) by the author(s):

- I/We, the undersigned, declare that the information disclosed in this declaration form is complete and correct. I/We have made the declaration in accordance with the Regulation of the University of Pannonia on the Management of Intellectual Property and in compliance with the applicable laws.

- I/We agree with the share and the % of author's contribution to the work of authorship as set out in this declaration.

- I/We declare that the publication or use of the work of authorship (publication, scientific work) does not contain any information that would adversely affect or prevent the protection or subsequent exploitation of an intellectual creation that is the University of Pannonia has title to.

- I/We declare that the creation of the work of authorship covered by this declaration does not involve the authorship of any other person(s) not listed above

[10] Please indicate if the creation of the intellectual property is based on a contract and whether the contract assigns rights to the client.

and that, to the best of our knowledge, the use of the work of authorship does not infringe the rights of any other person(s).

- I/We will provide assistance, cooperate with the Diretorate for Development and Projects, the TTC and/or the University Library and Knowledge Centre of the University of Pannonia in all matters relating to the use of the work of authorship identified in this declaration form and transferred to the University.

Date: .....

Authors' names and signatures

..... ..... .....

.....
Payroll administrator's name and signature

Annex 3

**Notification form**

**for a work of authorship created by an employee of the University of Pannonia that does not qualify as a Service Work of Authorship**

I, the undersigned, …… (name), (registered address: ……., place and date of birth: ……., mother's name: ……..), an employee working at the …… Faculty / Comprehensive Organizational Unit / Organizational Unit (please select the appropriate option) of the University of Pannonia,

**hereby declare,**

by completing this notification form, that:

I am creating a work of authorship on the subject of ……., upon the request of …….. (name of the external party).

I further declare that the creation of this work of authorship does not arise from my obligations under my employment relationship.

Veszprém, ……. ……202…

…….

signature of the employee

I have reviewed the employee's notification, and based on its content:

1. The work of authorship to be created upon the request of the external party does not qualify as a service work of authorship; therefore, the employee shall have exclusive ownership of its property rights.
2. I consider the work of authorship to be created a service work of authorship, and the University of Pannonia asserts its claim to it.
3. I consider the work of authorship to be created a service work of authorship; however, the University of Pannonia does not assert any claim to it, and the employee shall be free to dispose of it.

Veszprém, ……. ……202…

…….

payroll administrator (dean, director)

Veszprém, ……. ……202…

I approve:

……. …….

rector chancellor