

Intellectual Property Policy of Tampere Universities

This policy has been approved through a cooperation procedure on 18 December 2019 and confirmed by the President on 11 March 2019.

1 Purpose of the Intellectual Property Policy

The main purpose of this Intellectual Property Policy (hereinafter referred to as “IP Policy”) is to ensure that Tampere Universities are able to fulfil their contractual obligations and honour their commitments relating to external funding. This IP Policy sets out the procedures for managing intellectual property and governs the payment of compensation to employee inventors at Tampere Universities.

This IP Policy is based on the Finnish Act on the Right in Inventions made at Higher Education Institutions (369/2006, “Inventions Act”) and the Finnish Copyright Act (404/1961). In the event of any conflict or inconsistency between applicable law and this IP Policy, law will take precedence.

2 Scope

This IP Policy applies to all intellectual property that is generated by an individual in the course of his or her employment at Tampere Universities or his or her membership in the university community. This IP Policy applies to both teaching and research staff and other staff. Tampere Universities are committed to encouraging and recognising innovation among all staff. It is also possible to agree that this IP Policy applies to an individual who is not employed by Tampere Universities.

This IP Policy also applies to intellectual property that is generated by an individual who is no longer employed by Tampere Universities, if the intellectual property was created in the course of his or her prior employment. Unless expressly agreed otherwise, this IP Policy does not apply to intellectual property that was generated before this IP Policy became effective.

3 Invention disclosure

Employees must promptly report all their inventions and discoveries that fall within the scope of the Inventions Act through the invention reporting system of Tampere Universities. All inventions made by employees must be disclosed regardless of when or where they are invented. Tampere Universities will provide more detailed instructions about the process.

Employees who work for multiple employers must submit an identical invention disclosure to all their employers.

Tampere Universities are obligated to process invention disclosures in accordance with the procedures and deadlines set out in the Inventions Act and possible other separate agreements.

The Research and Innovation Services Unit or other similar unit within Tampere Universities (“Unit”) will be responsible for managing the IP process.

The Unit will take care of at least the following tasks relating to invention disclosure and IP protection processes on behalf of Tampere Universities:

- receive invention disclosures prepared according to the Inventions Act,
- review and assess disclosed inventions,
- issue responses to invention disclosures,
- manage the industrial property rights applied for and registered by Tampere Universities.

Decisions relating to inventions will be made by a designated person or persons on behalf of Tampere Universities.

4 Classification based on the circumstances surrounding the conception of IP

IP falls into different categories based not only on the circumstances surrounding the conception thereof but also on the agreements and commitments of Tampere Universities regarding the ownership and/or exploitation of IP.

The general principles are described below:

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| a) Open research | <p>Research that is undertaken without any external funding and without external partners;</p> <p>Research that is sponsored by an external party but the related terms and conditions govern only the publication of the results;</p> <p>Research that would otherwise meet the criteria for contract research, but Tampere Universities and the collaboration partners have agreed in advance that the research is open research.</p> |
| b) Contract research | <p>Research that involves at least one external party either as a co-researcher, financier or other participant and that is governed by an agreement or other commitment that includes terms and conditions pertaining to the results or the manner of conducting the research.</p> <p>This category includes all projects that are funded by companies, communities, the Academy of Finland, Business Finland, the European Union or otherwise commissioned from Tampere Universities and involve a contract signed between Tampere Universities and a financier, co-researcher, participant or commissioning party.</p> |
| c) Other | <p>Intellectual property that employees create in the course of their duties and not while undertaking open or contract research. This type of IP may be, for example, an invention or a result that an employee creates on his or her own time and is not related to contract research.</p> |

If an employee applies for a patent or otherwise utilises an invention (as defined in the Inventions Act) within six (6) months of leaving Tampere Universities, the IP will be considered to have been created in the course of his or her employment at Tampere Universities, unless the employee is able to reliably demonstrate that the IP was generated after his or her contract of employment ended. The burden of proof lies with the employee, as Tampere Universities cannot know what the employee has been doing after his or her employment contract ended. Tampere Universities are therefore not obligated to demonstrate right of ownership.

5 IP ownership and rights

Employees may generate a broad range of IP in the course of their employment at Tampere Universities. In some cases, a formal registration or agreement is required to prove ownership of IP. Typical examples of IP are patents, utility models, models, copyrights, domain names, databases, reports, drawings, guides, manuals, etc. This list is not intended to be exhaustive. The source of funding is the key to determining IP ownership.

Tampere Universities have an interest in IP arising from contract research as this type of IP involves restrictions and third-party rights. Guidelines for determining who owns IP are provided below. Unclear cases will be resolved in accordance with and in the spirit of these guidelines.

5.1 Open research

Employees own IP that they generate while undertaking open research and may offer this type of IP to Tampere Universities. Tampere Universities may accept this IP as separately agreed upon in writing.

As set out in the Inventions Act, Tampere Universities have the right to claim ownership of an invention made by an employee, if he or she does not release the invention into the public domain or notify Tampere Universities in writing of his or her own intention to exploit the invention within six (6) months of submitting the invention disclosure, unless this right has been revoked in the invention disclosure.

5.2 Contract research

As a rule, Tampere Universities own all IP that is generated in the course of contract research. Tampere Universities may grant licenses or sell IP to their collaboration partners pursuant to agreements signed between Tampere Universities and these partners. IP may not be made public or utilised before these contractual obligations have been fulfilled. Such agreements may, for example, impose an embargo on the publication of IP or grant the collaboration partners the right to review the manuscript before publication.

In case Tampere Universities claim ownership of an invention that is made by an employee while undertaking contract research, Tampere Universities must notify the inventor thereof within six (6) months of receiving the invention disclosure.

The extent of the IP assignment will depend on the agreements and commitments of Tampere Universities relating to external funding. In other cases, employees will retain ownership of their IP and may exploit their IP for their own purposes.

5.3 Rights of Tampere Universities

As a rule, Tampere Universities aim to secure the right to utilise IP created by their employees to maintain their normal operations. As Tampere Universities frequently engage in collaboration with external parties, they need access to background IP owned by their employees. It is therefore vital that agreements governing the use of employees' background IP can be effectively negotiated to support the activities of Tampere Universities.

5.4 IP and departing employees

Employees who leave Tampere Universities are entitled to take with them the IP that they own and that involves no restrictions regarding the external agreements and other commitments of Tampere Universities. Employees have an obligation to maintain confidentiality.

6 Publishing rights and confidentiality

The agreements, IP assignment agreements, applicable laws and possible other commitments of Tampere Universities govern the publication of IP. Employees may not release into the public domain any IP or related information that is generated in the course of contract research without the prior express consent of Tampere Universities. An employee may release the results into the public domain after Tampere Universities have expressly notified him or her that they will not claim ownership of the invention or after six (6) months of submitting invention disclosure.

Tampere Universities are obligated to keep disclosed ideas, invention disclosures and inventions confidential until they have been appropriately protected or released, with permission, into the public domain. Tampere Universities may provide information about IP to third parties to the extent necessary to fulfil their contractual obligations and other commitments and to utilise or protect IP.

While utilising their IP, employees must ensure that they do not disclose any trade secrets or other confidential information that they have been made privy to by Tampere Universities or their collaboration partners.

7 IP protection

Intellectual property can be protected, for example, by obtaining a utility model, patent, design patent or a registered trademark.

Action may be taken to protect IP if:

- there is a known client, or
- a feasible plan for utilising the IP is available, or
- the IP is of strategic importance to Tampere Universities.

The Unit referred to in Section 3 prepares a proposal about taking action to protect IP. The decision to seek protection will be made by a separately designated person or persons on behalf of Tampere Universities.

Tampere Universities may seek protection for IP and cover the associated costs only if the intellectual property in question is owned by Tampere Universities or a consortium they

belong to. Tampere Universities will not participate in the process of protecting IP that is owned by an employee or a third party or contribute towards the associated costs unless otherwise agreed in writing.

If protected IP reverts to an employee or Tampere Universities relinquish ownership of IP, Tampere Universities will not be liable for any patenting, maintenance or other costs associated with the IP that may fall due after this moment.

Tampere Universities may unilaterally decide on IP protection and exploitation, the scope of confidentiality or IP protection and on non-action unless explicitly provided otherwise by laws, agreements or other commitments.

8 Exploitation of IP

Tampere Universities may utilise their IP in accordance with their regulations and agreements and applicable laws as they see fit within the limits of their resources.

9 Further development and presentation of IP

The IP assignment agreement stipulates that Tampere Universities retain the right to further develop IP. This includes the right to update the results and correct any identified errors. Tampere Universities will primarily offer the original inventor the opportunity to edit and modify IP and will ensure that any changes are made in accordance with the principles of good scientific practice.

The results may also be simplified and presented, so that the simplified versions are in line with the original research findings and help increase general awareness of the topic.

10 Incentives

See appendices 1 and 2 for more information about the compensation paid to employee inventors and the division of compensation among multiple employee inventors.

11 Amendments

Any amendments to this IP Policy will be processed and approved through a cooperation procedure conducted between employee and employer representatives.

12 Dispute resolution

Any disputes arising under or in connection with this IP Policy will be primarily resolved through negotiations between the parties. Any disputes that cannot be amicably resolved will be brought before a court of competent jurisdiction.

13 Coming into force

This Policy has been confirmed by the President on 11 March 2019 and will remain in force until further notice.

Appendix 1 Compensation for employee inventions

General

If compensation for an invention or patent is paid to multiple employee inventors, the compensation will be divided based on their contribution to the invention. However, each inventor will receive at least €100. All fees are taxable income.

Employees will receive compensation for their inventions and patents on condition that they have assisted in the process of preparing an invention disclosure or filing a patent application to the best of their ability.

Compensation for inventions

If Tampere Universities claim ownership of an invention created by an employee, he or she will receive €500 as compensation.

If an invention created by an employee is assigned to a client company of Tampere Universities and the client company pays compensation to the inventor, the client company's policy regarding the compensation payable to inventors will take precedence over similar provisions set out in this IP Policy.

Compensation for patents

Tampere Universities will pay compensation to employee inventors for their first patent application or first awarded patent on the basis of patents applied for by Tampere Universities or a client company. The patent in question must be registered in a country where the issuing authority conducts a formal review to determine that the invention is eligible for patent protection.

Employees will receive €750 for their first submitted patent application.

Employees will receive €1,000 for the first granted patent.

The levels of compensation may be adjusted when necessary.

If a client company applies for a patent for an invention or IP that has been assigned to the client company by Tampere Universities, the client company's policy regarding the compensation payable to inventors will take precedence over similar provisions set out in this IP Policy.

Tampere Universities will withhold the taxes and fees required by law from the compensation paid to inventors.

Appendix 2 Division of revenue

If the sale or licensing of an invention, patent or other technology or IP assigned to Tampere Universities generates more than trivial revenue for Tampere Universities and the division of revenue has not been otherwise agreed upon in writing, the net revenue¹ will be divided as follows:

- a) The employee who created the invention will receive fifty per cent (50%) of the revenue. If there are multiple beneficiaries, the revenue will be divided among them based on their contribution to the invention. If their contributions are not specified in the invention disclosure or otherwise in writing, the revenue will be split equally among the inventors;
- b) Tampere Universities will receive thirty per cent (30%) of the revenue that will be allocated to the employee's unit (faculty or University Services unit). If there are multiple units involved, the revenue will be divided among them based on the contribution to creating the invention unless otherwise agreed upon in writing;
- c) Tampere Universities will receive twenty per cent (20%) of the revenue that will be allocated to supporting the exploitation of IP owned by Tampere Universities.

Depending on the circumstances surrounding the conception of an invention, patent or other separately defined technology or IP, it is also possible for the parties to agree to divide the revenue differently among the parties; such a decision may be taken by a separately designated person or persons on behalf of Tampere Universities.

Employees will receive their share of the revenue on condition that they participate in the process of patenting or otherwise protecting the invention, assist in commercialising the invention, patent, technology or other type of IP to the best of their ability and sign all the required documents.

Tampere Universities will withhold the taxes and fees required by law from the revenue paid to inventors.

The above principles do not apply to compensation that client companies may pay to employees of Tampere Universities.

¹ Net income => gross income minus the related costs and taxes incurred by Tampere Universities.