
UNIVERSITY OF CYPRUS

INTELLECTUAL PROPERTY POLICY

INTRODUCTION

The University of Cyprus (UCY), a leading teaching and research organization oriented towards the development of innovation which includes cooperation with industry, acknowledges the need for an Intellectual Property Rights (IPR) policy, which will promote the University's reputation as socially relevant, and will directly contribute to the sustainability of the University if its commercial value is realised.

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

Intellectual Property includes, but is not limited to, patents, registered designs, registered trademarks and applications and the right to apply for any of the foregoing, copyright, design rights, topography rights, database rights, brands, trademarks, utility model rights, rights in the nature of copyright, know how, rights in proprietary and confidential information and any other rights in inventions.

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

DEFINITIONS

For the purposes of this Policy:

Creator - "Creator" shall mean employees of the UCY, a student, non-employees contracted to UCY for contracts and services, or a member of a Visiting Staff and/or employees of affiliated institutions and/or centres and/or organizations involved in the production of Disclosable Work.

Disclosable Work – “Disclosable Work” shall mean such work that is novel, original and/or important and is likely to bring impact and enhance the Creator’s reputation. This work is characterised by the IP rights it generates.

Intellectual Property Policy – “IP Policy” is the name of this document that outlines the regulations of the University of Cyprus in regard to disclosure and exploitation of IPR.

Organisation – “Organisation” for the purpose of this document is the University of Cyprus and/or affiliated institutions and/or centres and/or organizations.

Research and International Relations Service – “RIRS” is the body responsible for the support and implementation of the IP Policy and Procedures.

Technology Transfer Facility – “TTF” for the purpose of this document, is the relevant National body responsible for Technology Transfer Support in Cyprus.

Intellectual Property Rights Committee – “IPRC” is the body responsible, at the University level, for monitoring the IP Policy and Procedures within the Organization.

INTELLECTUAL PROPERTY REGULATIONS

1. Responsibility

- 1.1 This Policy acknowledges that all members of staff and/or students of the Organization have responsibilities with regard to IPR arising from and/or used by them in the course of their teaching/employment/studies.
- 1.2 This Policy also recognises that members of staff and/or students of the Organization would require support and assistance to help them to meet their responsibilities and this will be provided to them by RIRS and subsequently the TTF.

2. Identification of IP (including duty of confidentiality)

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

- Inventions (whether or not patentable);
- Methodologies;
- Software;
- Databases;
- Educational/training materials and tools;

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- Modelling tools;
 - Solutions to technical problems; and
 - Design/artistic products.

2.2 Summary of the main classes of IPR is listed below:

Patent

A registered patent provides a time-defined (up to 20 years) geographically defined monopoly right to exploit a new commercially valuable invention or process. The basis of the permission to exploit is that the invention's working is disclosed, although patenting is not possible if there has been ANY prior disclosure of the invention [governed by the Patents Law of Cyprus, Law No. 16(I)/1998 as amended].

Copyright

This time-limited (according to the relevant Law of Cyprus unless otherwise applicable) right arises automatically on the physical creation (not the idea) of software, original literary, dramatic, artistic or musical work, and in recorded (e.g. film) or published (e.g. layout) derivations. Use of the © mark and owner's name and date is the internationally recognised way of alerting the public to the copyright ownership but the protection (the right to preventing unauthorised copying) exists regardless. Copyright is governed by the Copyright Law of Cyprus, Law No. 59/1976 as amended.

Copyright may be assigned to a third party, but until that point or until a licence is agreed it remains the property of the Creator, unless s/he creates the work 'in the course of his/her employment', in which case it is the property of the employer.

Moral rights

In addition, all European countries recognise an author's moral rights. There are two – paternity and integrity. These rights relate to the reputation or standing of the creator in the eyes of fellow human beings. To infringe a moral right involves denigrating or harming the author's reputation. The right of paternity gives the right to be identified as the author of the work. The right of integrity means the copyright owner has the right to object to derogatory treatment of his/her work. Basically, this means changing it in any way without permission.

Performing rights

Creators of copyright works have the right to protect the physical form in which those works are created – words on the page, pigment on a canvas, or the clay or metal of a sculpture. Performers such as actors, musicians and dancers also enjoy protection of their performance, especially when recorded on film, video, tape, CD, or in other form.

Performing rights may affect the multimedia elements of online courseware, as well as the Creator's copyright in the material itself.

Database Right

This time-limited (15 years) right arises without registration to protect the compilers of non-original information from losing the benefit of their work through unauthorised copying or re-use.

Industrial Designs

There is automatic time-limited (15 years) protection (the right to prevent unauthorised copying) for unregistered designs, provided authorship can be proved, under the Legal Protection of Industrial Designs and Models Law, Law No. 4(I)/2002 as amended. This design right covers functional shape or configuration.

On registration under the Legal Protection of Industrial Designs and Models Law, Law No. 4(I)/2002 as amended, the designer of the new pattern or shape which has aesthetic appeal (can be 2 or 3 dimensional) acquires a monopoly right of commercialisation for 25 years.

An unregistered community design (UCD) gives its owner the right to prevent unauthorized copying of their design throughout the European Union. It is not a monopoly right and lasts for three (3) years from the commencement date.

Domain Names

Registering a domain name for Internet use gives a right to use the domain name typically for a period of two years (registered with bodies like ICANN and NOMINET). Owners of trademarks can have established rights to domain names.

Trade Marks

Registering a trade mark under Cap. 268, the Cyprus Trade Marks Law, gives a monopoly right for the use of graphically distinct trading identification signs. Unregistered trade marks have some protection through court actions against "passing off" (piracy), provided that their use has not lapsed for a period of 5 years. Cyprus legislation is fully harmonized with EU Standards applicable in trade mark protection.

2.3 The Organization's members of staff and/or students undertake to keep confidential and not disclose any confidential information, data, materials, know-how, trade secrets or any other IP, to any unauthorised third party and shall also undertake to keep such information secure and strictly confidential both during the course of research activity, be it of an Academic or Collaborative/Contract nature, and also on and following completion thereof.

2.3.1 Any breach of this confidentiality and non-disclosure obligation constitutes a serious breach and may lead to disciplinary action and/or any other action provided for by the Charter and Regulations of the Organization and does not prejudice the rights of the Organisation to file any action for damages or any other rights available at law.

3. Coverage of the Regulations

3.1 This IP Policy applies to those persons and or organisations defined in Section 6.1

3.2. The preparation and negotiation of any IP agreements or contracts involving the allocation of rights in and to IP will be undertaken by a competent person authorised for this purpose by the Organisation.

Issues that will be addressed in such agreements include, but will not always be limited to:

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- ownership of Foreground IP;
 - licences to Foreground IP for uses outside the project;
 - ownership of Background IP;
 - licences to use Background IP in the project or activity in question and in relation to the use of the Foreground IP arising from such project or activity;
 - allocation of rights to use or commercialise IP arising from any such project or activity and the sharing of revenues; and
 - publications arising from the relevant project or activity and the rights arising from such projects or activities.

The terms of such agreements may be subject to negotiation.

4. Exceptions to the Regulations

4.1 Unless commissioned, typically the Organisation will NOT claim ownership of copyright in certain types of Disclosable Work described in this policy as “Creator Copyright Works”:

- artistic works;
- books, text and artwork for publication in books;
- articles written for publication in journals;
- papers to be presented at conferences;
- theses and dissertations;
- oral presentations at conferences or other places;
- posters for presentation at conferences; and
- musical scores.

5. Disclosure of IP

5.1 All persons and/or entities bound by these Regulations are required to make reasonably prompt written disclosure to the RIRS at the outset of the work or as soon as they become aware of it (by completion of the Invention Disclosure Form, an example of which is provided in Appendix A):

- any potentially commercialisable IP arising from their work;
- the ownership by a third party of any IP referred to or used for their work;
- any use to be made of existing Organisation IP during their work;
- any IP which they themselves own which is proposed to be used by the Organisation.

5.2 Creators shall keep all Disclosable Work confidential and avoid disclosing this prematurely and without consent;

5.3 Only disclose any Disclosable Work and the intellectual property relating to it in accordance with the Organisation’s policy and instructions;

5.4 Seek the Organisation’s consent to any publication of information relating to any Disclosable Work;

5.5 Creators must NOT:

5.5.1 apply for patents or other protection in relation to the Disclosable Work; and/or

5.5.2 use any Disclosable Work for their own personal and/or business purposes and/or on their own account.

6. Ownership of IP

6.1 The University claims ownership of all intellectual property specified in section 6(2) of this statute which is devised, made, or created:

- (a) by persons employed by the University in the course of their employment;
- (b) by student members in the course of or incidentally to their studies;
- (c) by other persons engaged in study or research in the University who, as a condition of their being granted access to the University's premises or facilities, have agreed in writing that this Part shall apply to them; and
- (d) by persons engaged by the University under contracts for services during the course of or incidentally to that engagement.

(2) The University's rights under sub-section (1) above in relation to any particular piece of intellectual property may be waived or modified by agreement in writing with the person concerned."

6.2. The intellectual property of which ownership is claimed under section 6 (1) of this statute comprises:

- (a) works of technical nature generated by specialized computer hardware or software owned or operated by the University (by way of example only) semiconductor chips, sensors, circuits etc;
- (b) works created with the aid of specialized university facilities including (by way of example only) films, videos, photographs, multimedia works, typographic arrangements, and field and laboratory notebooks;
- (c) patentable and non-patentable inventions;
- (d) registered and unregistered designs, plant varieties, and topographies;
- (e) university-commissioned works not within (a), (b), (c), or (d);
- (f) databases, computer software, firmware, courseware, and related material not within (a), (b), (c), (d), or (e), but only if they may reasonably be considered to possess commercial potential; and

(g) know-how and information associated with the above.

6.3. Assignment of ownership rights

Generally the Creator of IP is its legal owner. From the Organisation's point of view, the most important exception to this is the general rule that IP is owned by a person's employer where the IP is created as part of, or through the auspices of, the person's employment.

Ownership rights can be assigned by the first owner; this assignment is often made, for example, as a condition of a researcher's funding (i.e. the funder is prepared to pay for the research provided that ownership of any IP is assigned from the researcher to the funder).

7. Modus Operandi for Commercial Exploitation of the IPR

7.1 The Organisation is entitled to commercially exploit any result obtained under its aegis (unless this entitlement is relinquished). IPRC and RIRS have the responsibility for the administration of Disclosable Works and work with the TTF of Cyprus that shall have responsibility of commercialization of Disclosable

Works upon its establishment. As guidance to the commercialisation process, the Organisation will follow the standard process, graphically presented in Appendix B.

7.2 The Creator/s shall notify RIRS of all IP that might be commercially exploitable and of any associated materials, including research results, as early as possible in the research project. This notification shall be effected by means of an Invention Disclosure Form (Appendix A). In case of doubt as to whether research is commercially exploitable or otherwise, the Creator/s undertake/s to seek the advice of RIRS. In case RIRS has doubts as to whether the research is commercially exploitable or otherwise, RIRS will seek the support of the Cyprus central TTF.

7.3 RIRS shall immediately acknowledge receipt of the Disclosure Form and, in consultation with the Creator/s, shall decide whether the Organisation has an interest to protect and exploit the relevant IPR.

7.4 RIRS shall communicate in writing to the Creator/s by not later than three (3) months from date of receipt of the Invention Disclosure Form. If the Organisation decides to protect and exploit the IPR, it is understood that:

- the Creator/s shall collaborate with the Organisation, through RIRS, to develop an action plan for the protection and commercial exploitation of the IP;
- the RIRS in collaboration with the Creator/s shall ensure that third party rights are not infringed in any way through the process; and
- the Organisation shall seek to protect the right of the Creator/s to use the said IP for strictly non-commercial purposes.

7.5 Should the Organisation decide that it has no interest to protect and exploit the relevant IPR, or should it fail to inform the Creator/s about its decision within the stipulated time, the Organisation may assign all its rights, title and interest in such IP to the Creator/s concerned, whilst the Organisation retains the right to use the said IP in whichever manifestation for strictly non-commercial purposes.

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

8. IPR protection

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

8.2 Any decisions relating to the registration of any IP rights such as making an application for a patent or a registered trade mark or a registered design (including any decisions to continue or discontinue any such application) should be made in consultation with the person or persons appointed for this purpose by the Organisation. The IP registration process can be very expensive and IP protection costs should not be incurred without appropriate consideration of how such costs will be recovered.

9. Revenue Sharing Mechanism

9.1. The Organisation's members of staff and/or students can benefit from the Revenue Sharing Scheme if their work generates income for the Organisation. Such scheme is presented at 9.2. Note that such revenue to be shared is typically calculated after deduction of all costs incurred by the Organisation in developing, protecting, exploiting and marketing the Disclosable Work and the Intellectual Property it contains.

9.2. Revenue sharing table:

Total net revenue	Creator/Inventor	UCY Fund	Creator's/Inventor's UCY research account	UCY RIRS
Up to 400K Euro	50%	10%	20%	20%
400K+1 Euro	30%	20%	30%	20%

10. Leaving the Organisation

Cessation of employment, under normal circumstances, will not affect an individual's right to receive a share of revenue, as prescribed in the present Policy or otherwise decided by the Organization.

11. Applications to use the Organisation's infrastructure

11.1 The Organisation may be willing to consider requests from its members of staff and/or students for a licence to use specific IP, owned by it for their use although the terms and decision to grant any such licences is a decision wholly made by the Organisation.

11.2 Applications for such licence should be made in writing to the RIRS.

12. Breach of the Regulations

12.1 Breach of the regulations listed in this Policy may be a disciplinary matter for the members of staff and/or students of the Organisation under the normal procedures.

12.2 The Organisation shall consider all avenues available to it, including legal action if necessary, in respect to persons bound by these regulations who acted in breach of them.

13. Discretion to assign/licence back

13.1 If the Organisation does not wish to pursue the commercialisation of any Intellectual Property or does not wish to maintain an interest in the IPR, it shall assign such IPR rights to the Creator/s of the IPR by entering into an agreement to enable the IP to be used by the Creators. This will generally only be granted where there is clear evidence that the IP provides no other benefit to the Organisation and is not related to other IP, which the Organisation has an interest in.

However, the Organisation shall not assign its IP if they consider that the commercialisation of the IP could potentially bring harm to the name or reputation or otherwise of the Organisation.

13.2 Requests for any transfer of rights from the Organisation to another party with rights should be made in the first instance to the Director of the RIRS.

14. Amendments to the Regulations

These Regulations may be amended by the IPRC, according to the Senate's procedures, on the recommendation of the Vice-Rector of Academic Affairs.

15. Death

In the event of the creator/s' death, the entitlement shall continue for his/her estate according to the Succession Law of Cyprus.

16. Disputes

16.1 Any disputes regarding the revenue distribution from the exploitation of Disclosable Works will be dealt with in accordance with the Organisation's normal member of staff or student dispute procedures as outlined in the contractual terms of conditions.

16.2 The Parties shall attempt to settle any claim, dispute or controversy arising in connection with this Policy, including without limitation any controversy regarding the interpretation of this Policy, through consultation and negotiation in good faith and spirit of mutual cooperation. Where such claims or disputes cannot be settled amicably, they may be taken to court.

16.3 This Agreement shall be governed by, and construed in accordance with the laws of Cyprus.

Appendix A: Example Disclosure Form

Please answer the following questions, either on these two pages or on separate sheets.

1. Descriptive Title of the Invention.

Please type here

2. Who was involved? Please tell us for each individual who contributed, invented or authored (if software):
- Their names and if any are foreign nationals
 - Who their employer is; are any contracts or arrangements in place?
 - What they contributed to the development of the technology (e.g. came up with the original idea; designed experiments; carried out experimental work; wrote code)

Name	Nationality	Employer(s)	What did this person contribute?

3. Please tell us about your invention:

What do you think your invention is?

What will your invention be used for?

What are the advantages of your invention and how does it improve on the present situation?

What is new about your invention?

How and why does it work? What is the science behind the invention?

Are there any other uses of the invention?

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4. Are you aware of any companies who have an interest in the area, e.g. companies who sponsor research or who attend relevant conferences? If so, please supply the companies' names (and contact details, if you have them).

Please type here

5. Do you know of any published literature (including patents) relevant to your invention? Have you done any searching for published literature, and if so where? Please provide any details.

Please type here

6. Please tell us the story of the development of the invention:

When and where the invention was first conceived?

When was the invention first reduced to practice?

What practical work has been done to date on the invention? Has the invention been tested in the laboratory or has it been used? If so please give results.

Who did what in the development of the invention?

7. What are your future plans for developing the technology? Do you have funds in place for this work, and what do you think you will achieve in this area in the next 12 months?

Please type here

8. Who have you told about the invention? When did you do this and where?

Please type here

9. When did you first describe the invention in writing or electronically? Do lab book records exist, or personal notes?

Please type here

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10. Have you published, verbally, electronically or in writing, anything relevant to the invention, and if so when and what? Please tell us about abstracts, web pages and presentations as well as any published articles.

Please type here

11. Do you have plans to publish the work? If so, what is the timescale and where will the publication take place? If a draft paper exists please provide a copy.

Please type here

12. What is the funding background of the work you have done on the invention? Did you use any equipment, materials, samples, gifts or other in kind support provided by third parties, or biological materials obtained from humans? If so, please give details; specifically: was patient consent obtained?

Please type here

For inventions that include software please provide the following additional information.

13. Please provide the software application name and version number.

Please type here

14. For source code developed by the researchers identified in question 2 above:

What source files were used? Please provide a list.

Which programming languages were used?

Which development tools were used to create or generate the source files? Please provide a list.

What copyright protection notices are included in the source files?

For new versions, which source files have been changed, added or removed since the previous version?

What documentation or other files are required for others to use, develop and maintain the software? Please provide a list.

Please indicate if the source files have been distributed outside the University, and if so, in what form and to whom?

Are the source files available as a web download? If so, please provide the download URL and state the terms under which the download is available.

15. For other source files or libraries that are required to build the software application (external software):

Please list all external software (files and libraries) used that provide functions required by the application.

Which organisation owns each piece of software?

How was each piece of software obtained?

Please provide details of the license terms, or if it was a standard Open Source license please provide the name of that license.

Appendix B: A Technology Transfer Process Map

