



Directorate of
Director: Dr Aldo URRU

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Amendment to Patent Regulations

THE RECTOR,

HAVING REGARD TO law No. 240 of 30.12.2010, as amended;

HAVING REGARD TO the current Statute of the University of Cagliari, amended by Rectoral Decree No. 305 of 28.03.2022, published in the Official Gazette G.U. – general series - No. 88 of 24 April 2022;

HAVING REGARD TO the Patent Regulations issued by Rector's Decree of 05 October 2022, No. 866;

HAVING TAKEN NOTE of the opinion expressed by the Technical Committee for Patents and Spin Offs on the proposed amendment to the patent regulation necessary, following the entry into force of the above-mentioned law;

HAVING REGARD TO the resolutions by which the Academic Senate and the Board of Directors, at their sittings of 25 and 27 June 2024, respectively approved and gave favourable opinions on the proposed amendments to the Rules of Procedure;

WHEREAS when issuing this measure, it was necessary to eliminate certain material errors, make certain corrections in the numbering and coordination of articles and paragraphs, always consistent with the existing legal framework;

HAVING RESOLVED therefore the need to proceed with the issuance of the aforementioned regulation,

ISSUES THE FOLLOWING DECREE

Article 1 - The "*Patent Regulations*", amended as set out in the annex that forms an integral part of this decree, is hereby enacted. The Regulation shall enter into force on the day following its publication on the University website.

Article 2 - This measure shall be brought to ratification at the first available session of the Academic Senate and the Board of Directors.

Approved
the Director General

The Rector
Prof. Francesco Mola
Digitally signed



PATENT REGULATIONS

Article 1

General principles and aims of the University of Cagliari regarding innovation in science and technology

1. The University of Cagliari, in accordance with its institutional objectives and the general principles of its Statute, encourages scientific and technological research and promotes the development of the innovative results obtained in the framework of scientific research and teaching activities, through all appropriate means and forms, such as patenting, registration and transfer for commercial purposes.
2. These rules govern the conditions for the protection and development of industrial property resulting from research activities carried out at the University of Cagliari.

Article 2

Definitions

1. For the purposes of this regulation:

- a) University – refers to the University of Cagliari;
- b) Committee - the University's Technical Committee for Patents and Spin Offs, whose composition, operating methods and functions are governed by Article 3 of the current Spin Off Regulation (approved by Rectoral Decree No. 11 of 06/10/2016) and any subsequent amendments;
- c) ILO - Industrial Liaison Office, the technology transfer office, the service structure of the University (UniCa Liaison Office), responsible for the protection and exploitation of industrial property (as per Art. 65 bis of the IPC), included in the organisation of the Directorate for Research and Local Territory;
- d) BoD - the Board of Directors of the University;
- e) IPC - the Legislative Decree No. 30 of 10 February 2005 - Industrial Property Code, and subsequent and supplemented codes;
- f) Research - the activity carried out by all those who, according to these regulations, are considered researchers, in the exercise of their activities, even if not directed to the achievement of original novel Inventions, including active and/or passive teaching and training activities, using equipment, instruments of any kind and facilities of the University and/or using, even partially, funds or economic resources administered by the latter;
- g) LDA - Law No. 633 of 22/04/1941 - Copyright Law.
- h) Researcher
 - i. an employee of the University, in the role of lecturer, researcher, technical-administrative officer or technologist;
 - ii. non-employee interns such as students, doctoral students, scholarship holders and contract researchers;
 - iii. non-employee collaborators in the roles of contract lecturers, interns, as well as all those who work in any capacity whatsoever in the context of the research activities carried out in the University;
- i) Innovation - the innovations referred to in Article 6 of these regulations;
- j) Invention - the new and inventive solution to a technical problem, suitable to be activated and applied in the industrial field thanks to the productive achievement of researchers;
- k) Inventor - the researcher who is the author of an Invention and to whom the moral and ownership rights duly stem from the said Invention;
- l) Moral Rights - the inalienable right to be recognised as the creator of the Invention;



- m) Property rights - the right to derive economic benefit from the patented or patentable Invention and unpatented or unpatentable know-how.
- n) Know-how - technical and industrial information and experience, as referred to in Article 98 of the IPC, confidential technical knowledge and secret information relating to an unpatented or unpatentable innovative technology owned by the university, subject to the legitimate control of the holder and having patrimonial value as secret and subject to measures deemed reasonably appropriate to maintain, which may be ancillary to the Invention;
- o) Spin-off Regulation - the regulation approved by Rectoral Decree No. 11 of 06/10/2016 as amended;
- p) Institutional Research - the research activity carried out by researchers in the performance of their employment contract with the University and/or use of equipment and facilities and/or funding and economic resources administered by the University;
- q) Funded research, or research activity commissioned, in whole or in part, by private entities or carried out within the framework of specific research projects financed by public and private entities other than the University.

Article 3

University bodies and structures competent in matters regarding patents

1. The collegial bodies and service structures of reference for the application of these regulations and for all matters concerning the University's industrial property rights are: the Board of Directors, the Committee and the ILO.

Article 4

Powers and responsibilities of the Committee

1. In accordance with this regulation the Committee shall:
 - a) coordinate the University's promotion, information and monitoring activities concerning the protection of industrial property;
 - b) evaluate the application for registering inventions presented by the University's researchers and express an opinion, on the basis of the investigation carried out by the ILO, as to the advisability of filing the relative patent application, submitting it to the University's Board of Directors for discussion and deliberation;
 - c) evaluate the advisability of extending the territorial scope of patent applications and maintaining patents held by the University and submit the results of the evaluation to the University's Board of Directors for their relevant decisions;
 - d) evaluate proposals for the licensing or selling of industrial property to the University by third parties and/or the University's recommendations for the University selling to third parties, as well as the renegotiation of licenses, on the basis of the ILO's investigation, and submit the results of the evaluation to the University's Board of Directors for all relevant decisions;
 - e) carry out an annual review of the activities and results of the patenting, exploitation and transfer of industrial property activities, based on the instructions of the ILO, and shall submit a monitoring report to the Rector, on the basis of which he/she shall inform the Academic Senate and the Council for Research and Technology Transfer;
 - f) supervise compliance with these rules and the applicable legislation on the protection of industrial property.
2. In exercising the above powers, the Committee may avail itself of experts – who may also be chosen from among persons outside the University and who do not have a conflict of interest.

Article 5

Duties of the ILO

1. For all matters relating to rights arising from innovations, the Committee and the researcher



applicants may avail themselves of the support of the ILO.

2. The ILO's competences include:

- a) application of these regulations;
- b) receiving communications and notices regarding Inventions;
- c) giving support to management and strategies for developing industrial property through the use of trade secrets, and registration using external professional consultants who do not have a conflict of interest;
- d) supporting strategies for the commercial exploitation of the University's industrial property possessions and know-how, also by using external professional consultants;
- e) supporting the dissemination of the culture of protection and valorization of industrial property within the university;
- f) establishing and building a database and the updating of the corresponding information regarding management of patents owned or held by the University;
- g) drawing up the preliminary investigation for the Committee with reference to the competences set out in Article 4 of these regulations;
- h) supporting the drafting of the preliminary investigation for the Board of Directors of the University, concerning the issues that, according to these regulations, are to be submitted to the aforesaid body.

Article 6

Innovations subject to regulation

1. Innovations subject to these regulations are those accomplished by university researchers and which relate to:

- a) inventions patented or patentable, or protected or protectable by utility models;
- b) innovations protectable by registration, such as designs and prototypes, topographies of semiconductor products, and new plant varieties;
- c) unpatented or unpatentable know-how, where it is in any case subject to regulatory protection;
- d) software, databases, industrial design works, in accordance with Articles 12bis and 12ter of Law No. 633 of 22 April 1941;

Art. 7

University researchers subject to the regulation.

Rights and obligations

1. Researchers as defined in Article 2 are subject to the provisions of this regulation as well as those who have contractually accepted its binding nature.
2. All those who are subject, directly or by agreement, to this regulation are under an obligation not to use or disclose innovations. They are to maintain the utmost secrecy as to the progress of any research instrumental thereto that they carry out, or in which they participate in any capacity whatsoever.
3. Collaborators who are not employees of the University shall, prior to the commencement of their collaboration, be required to accept in writing the binding nature of these regulations for them. They are also required to comply with any clauses concerning innovations contained in their contract with the university.
4. For internal non-employees and for collaborators who are not employees of the University, the fulfilments required by these regulations shall be monitored by the head of the structure in which the researcher works, or the innovation was achieved.
5. The researcher shall be granted moral rights to the Invention, as well as property rights as regulated in Articles 16 and 17 et seq. of these regulations.
6. A researcher who, in collaboration with other universities or public or private research organisations, carries out research covered by a specific agreement (hereinafter referred to as



the Agreement), which may give rise to a new Invention that may be patentable, shall be obliged to regulate the ownership of any rights deriving from the patent in this agreement or by a separate deed, after verification by the ILO of compliance with the principles of these regulations.

7. Once an Invention has been deemed patentable, the researcher shall promptly notify the ILO in confidence by completing and submitting a declaration in accordance with the model provided by the ILO, and shall:
 - a) refrain from disclosing in any manner whatsoever the results obtained and the continuation of the research in order not to damage any patent rights attached to the Invention in question and to ensure the existence of the novelty requirement necessary to obtain a valid patent;
 - b) provide the required input and cooperation and provide the utmost assistance at every stage of the patenting process and subsequent exploitation of the patent; these cooperation obligations include the Inventor's commitment to:
 - 1b. collaborate in the drafting of the text registering the patent;
 - 2b. sign any documents that may be necessary (both in Italy and abroad) in order to obtain the patent;
 - 3b. collaborate in the drafting of replies to the objections of the examiners from the national and international patents offices;
 - 4b. provide or report to the Commission any information or documents in his/her possession relating to the Invention itself. If the inventor does not provide an adequate response to the ILO's requests regarding the above points within 30 days of the request, the ILO will send a reminder; after a further 7 days, if there is no response, the ILO will send a notice questioning the non-cooperation.In the event of non-cooperation, the University will discontinue the procedure and the inventor will be obliged to pay the costs incurred by the University up to that point, which will be set at a flat rate of two thousand euros, subject to proof of higher damages.
 - c) ensure the input and cooperation required and provided for in Article 17 para. (3) below;
 - d) proceed pursuant to Article 9 below.

Art. 8

Ownership of Industrial Property Rights in University Researchers' Inventions

1. Ownership rights deriving from an Invention as referred to in the preceding Article 6, belong exclusively to the University.
2. Rights and claims to Inventions made in the course of research carried out in collaboration with other universities or research organisations, whether Italian or foreign, public or private, shall be governed by the agreement regulating Joint Research.
3. The industrial property rights reserved to the University by the agreement are governed by these regulations.
4. If the Invention is a result of the creative (not merely performing or implementing) contribution of more than one researcher, the rights due to each of them shall be apportioned in relation to his/her inventive contribution; if no such apportionment is made in writing, the rights shall be due in equal shares to all those who have participated in the same creative activity and thus contributed to the achievement of the Invention.
5. In the case of separate contributions, for the purpose of determining the share due to each researcher, the allocation as defined in the Notification of Invention referred to in Article 9 below and signed by each researcher shall apply in full.
6. In the case of inventions made with the contribution of several researchers, they shall designate among themselves the person to whom they shall grant an unrestricted mandate with representation to manage relations with the University in respect of the Invention in question.
7. Pursuant to the law, the University has ownership of the rights to the innovations developed by



its researchers.

Article 9

Official Notification of Inventions

1. The inventor shall notify the University of the making of the invention and its subject matter, both parties being responsible for the novelty of the Invention. The notification shall be made to the ILO using the forms provided by the ILO itself.
2. Failure to make such notification shall preclude the inventor from filing a patent application in his own name, without prejudice to the possibility of asserting a claim under Article 118 of the IPC and to contractual obligations.
3. The communication shall contain, to the best of the researcher's knowledge, the following information:
 - a) the name(s) of the inventor(s) and their qualifications, also indicating the contribution of each, expressed as a percentage, of the achievement of the Invention in question, which, if not indicated, will be assumed to be the same for all inventors;
 - b) the provisional name of the Invention and a brief summary thereof;
 - c) a detailed description of the Invention eligible for protection;
 - d) the results of an initial analysis carried out by the inventor on the state of the art and the technical, scientific and economic assessment of the significance of the innovation;
 - e) a forecast of the possibilities of economic exploitation of the Invention;
 - f) a list of industries potentially interested in the patent and - if known - an indication of companies potentially interested in the use and/or joint development of the Invention;
 - g) an outline estimate of the costs necessary to develop the Invention;
 - h) h) the possible willingness of the researcher to use research funds assigned to his/her activity to cover the university's costs, if available and usable for that purpose, in the event of a positive evaluation of the invention and unavailability of resources in the University's financial year.
4. The communication may be drafted in English, except for a brief initial summary which must mandatorily be in Italian.
5. The ILO, having seen the communication submitted, will prepare it for the opinion of the Committee by accompanying it with the results of the searches made on the patent databases concerning the current state of the art in the field relating to the Invention and, in particular, the opposable prior art, and the Inventions, similar or related, which belong to the field of the patent application.

Article 10

Examination by the Committee

1. The University, through the Committee, shall assess the advisability of protecting the invention by filing an application for a patent or other industrial property rights.
2. To this end, the Committee shall be convened by the President to give its opinion.
3. Following notification of the invention, accompanied by all the documents referred to in Article 9, the Committee shall give a reasoned initial opinion on the protection of the invention and, where appropriate, request any further relevant documentation. In the event of a positive assessment, the Committee's opinion, accompanied by information on the availability of resources, shall be forwarded to the University's Board of Directors, which shall decide on the protection of the invention by filing a patent application, with a resolution defining the relevant administrative, patrimonial and financial aspects.
4. At the same time as deciding to protect the rights to the invention by filing a patent application, the Board of Directors may also authorise the territorial extension of the patent application, subject to the condition precedent of the subsequent favourable opinion of the Commission pursuant to Article 12 of these regulations.



Article 11

Filing a national patent application

1. Within six months of receipt of the notification referred to in Article 9, the University shall file the patent application or inform the inventor of its lack of interest in proceeding with the application. The six-month period shall be extended by a maximum of three months, upon notification to the inventor, if the extension is necessary to complete the technical evaluations initiated by the University immediately upon receipt of the notification.

Article 12

Territorial extension of the patent application

1. Upon receipt of the search report and the opinion on patentability, and in any event within eleven months of the filing of the first application for protection of the Invention, the ILO shall draw up and submit to the Committee a report on the possible territorial extension of the protection of the Invention on the basis of the report and the opinion on patentability, the economic prospects of the Invention and the budget available to the university or for patenting activities.

2. To this end, the researcher-author of the Invention is obliged, at the request of the committee, to prepare and submit to the ILO in good time a detailed report, in particular on any objections raised by the examiner as to the novelty and/or inventive potential of the activity.

3. The ILO may also seek the advice of experts from outside the University who do not have a conflict of interest.

4. The ILO shall forward the report to the Committee so that it may express its opinion on the advisability and expediency for the University to extend territorial protection of the Invention.

5. If the Committee's opinion is favourable, it shall also indicate the countries in which the application should be extended.

6. The Committee's opinion, including information on the availability of resources, shall be forwarded to:

a. the Directorate for Research and Local Territory which, through the ILO, will follow up the procedures relating to the extension, if the University Board has already authorised it in accordance with Article 10, paragraph 4 of these regulations;

b. the University's Board of Directors, which shall decide on the extension with a resolution defining the relevant administrative, patrimonial and financial aspects, if it has not already done so when acquiring the rights to the invention pursuant to Art. 10, para. (4) of these regulations.

Article 13

The costs of filing a patent application

1. The costs relating to the initial filing of a patent application shall be borne by the University budget, possibly by making an advance withdrawal from the research funds allocated to the researcher and made available by him/her. In any event, any amount so advanced shall be reimbursed from the funds made available in the following financial year.

2. Standard patent management procedures (e.g., responses to official actions, issuance of certificates, payment of annual fees, etc.) are the responsibility of the Directorate for Research and Local Territory – ILO and are managed by it in accordance with the general rules on expenditure limits and the available budget.

Article 14

Withdrawing or applying for a patent

1. With regard to inventions owned by the University, the Committee shall, five years after the filing date of the priority application, evaluate the state of use and profitability on the basis of specific instructions prepared by the ILO.



2. If, in respect of an Invention owned by the University, the Committee judges that it is not profitable or finds that there are no third parties interested in exploiting it, it shall forward its assessment to the Board of Directors of the University for a decision on withdrawal.

3. In the event of a decision to discard the Invention prematurely, the inventor-researcher shall have the right to acquire the Invention free of charge and shall bear all costs related to the completion of the transfer and shall indemnify the University against all charges, costs and liabilities in this respect.

Article 15

Use and commercial exploitation of patent applications or patents and/or innovations

1. With regard to the rights to Inventions and innovations in general, the University shall have the full and unconditional right to determine the methods for the most appropriate exploitation of the Inventions and innovations and to take steps for their subsequent valorisation through licensing agreements, transfers, contributions to companies, spin-offs or other types of agreements, including by using the expertise of outside experts in the field who are not in a conflict of interest.

2. On the request of the University, the researcher shall commit to fulfilling the following obligations:

- a) facilitate identifying opportunities for the commercial exploitation of innovations;
- b) make available to the University, in a complete and accessible manner, all confidential information necessary for the exploitation of the innovation developed, including for dealings with any third-party purchaser or licensee;
- c) collaborate with the University if the latter deems it necessary in negotiations with third parties for transfer or licensing of the innovation.

3. All contracts for the transfer, whether final or temporary, of exploitation rights of innovations shall be for consideration with the exception of those referred to in paragraph 5 of this Article.

4. The University shall determine the fee taking into account the value and economic importance of the technology or knowledge and the costs incurred for its protection. In determining the appropriate fee, the University may seek the assistance of external experts.

5. In respect of patent applications and patents, non-exclusive, royalty-free, two-year licence agreements are permitted, subject to a positive opinion from the committee, where such agreements are alternatively:

- a) a) in pursuit of public or social purposes;
- b) b) entered into with spin-off companies referred to in the spin-off regulation in which at least one of the partners is an inventor;
- c) c) entered into with spin-off companies in which the partners do not include inventors, and who make a reasoned request.

6. Upon expiry of the contracts referred to in paragraph 5, renewal shall be subject to payment, except in exceptional cases to be assessed on the basis of a documented economic and/or scientific evaluation of the invention by the licensee during the first two years.

7. If, during or at the end of the two-year period, a third party requests the purchase or the exclusive licence for consideration of the inventions licensed free of charge, the University, after receiving the opinion of the committee, shall evaluate the offer with a view to the best economic and scientific valorization of the invention. If an agreement is reached with the third party, the royalty-free licensee shall be granted a right of first refusal on the same terms as those agreed with the third party. If the licensee does not exercise the right of first refusal on the licence or assignment for consideration, the contract shall terminate before its natural expiry date.

8. Contracts for the transfer or licensing of know-how must include a specific clause that adequately protects the confidentiality of the technology or knowledge and a specific agreement that preserves the University's rights in the event that the University grants the licensee or purchaser the right to transfer or license the acquired rights to third parties.

9. Licence agreements for the exploitation or assignment of patent applications or patents must



include special clauses providing for the transfer to the licensee or purchaser of the charges, fees and any other costs inherent in the patenting or registration procedures, as well as special clauses guaranteeing the University's perpetual, free and non-negotiable right to use the results and effects of the Invention for the performance of teaching and research activities, including publications.

10. These provisions shall also apply in the event that the licensee or purchaser in turn transfers or licenses the rights acquired by the University to third parties.

11. All decisions on proposals for the assignment of patent applications or patents, licences to use or assign patents owned by the University, licences or assignments of innovation shall be made by the University Board of Directors after consultation with the Committee.

Article 16

Income from the exploitation of patent or patent applications or know-how not patented or unpatentable.

1. Revenues from the exploitation of patent or patent and innovation applications, net of tax charges and expenses incurred for the exploitation and legal protection thereof, are allocated as follows:

- a) 65% will be paid, in one or more instalments, to the researcher;
- b) 35% to the University budget item, of which:
 - 10% to the item referred to in Article 25 of these rules for the administration of the patent system;
 - 25% to finance Third Mission activities related to technology transfer.

2. The sum due by the University to the Researcher shall be paid within thirty days of receipt of the consideration by the third party.

3. The researcher may expressly waive, in whole or in part, the income due to him/her under this article. Such sums shall be transferred to the structure to which the researcher belongs and shall be bound to the financing of research and development activities carried out by the researcher. The researcher shall be scientifically responsible for such sums or may designate a third party as scientific coordinator.

3. The researcher may expressly waive, in whole or in part, the proceeds due to him/her under this article. Such sums shall be transferred to the structure to which the researcher belongs and shall be earmarked for the financing of research and development activities carried out by the researcher, who shall be responsible for such sums or may appoint a third party as scientific coordinator.

Article 17

Exploitation of inventions by the researcher and distribution of proceeds

1. If the University fails to file the patent application within the time limit set forth in Article 11, the inventor may proceed to file the patent application in his/her own name. The inventor may also file independently, notifying the ILO at the same time, if the University has informed the ILO that it is not interested in filing the patent application within the aforementioned time limit.

2. In the circumstances referred to in paragraph 1, the Researcher may transfer the right to commercial exploitation of the Invention to a third party.

3. The Researcher shall in all cases be required to provide the University with a copy of any transfer or licensing agreements concluded with third parties and of any agreements for the direct use of the Innovation, such as, for example, in the case of contributions to companies, including spin-offs, or donations. In the case of a gratuitous transfer, the researcher must ensure that the transferee accepts the same obligations towards the University that would have been assumed by the Researcher.

4. The Researcher shall pay the University a royalty of 30% of the income derived in any way from the exploitation of the Invention, after deduction of the expenses incurred by the University in the



process of obtaining and maintaining the patent.

5. In case of assignment of the Invention or of licences or gratuitous assignments to companies in which the Researcher is directly or indirectly involved, the proceeds referred to in paragraph 3 above shall be determined by an arbitrator pursuant to art. 1349 of the Italian Civil Code, appointed by the President of the Council of the Arbitration Chamber at the Chamber of Commerce of Cagliari, at the request of the most diligent party.

6. The University shall allocate the income it receives to the budget item referred to in article 25 of these regulations.

Article 18

Defending rights to a Patent

1. The University shall consider and, where appropriate, promote any fitting and useful action to defend patent rights.

2. If the University is summoned by a third party and if it considers it inappropriate to take legal action, it shall inform the researcher in good time and allow him/her to defend himself/herself at his/her own expense in a manner to be agreed between the parties.

Article 19

Failure to exploit the patent

1. After two years from the date of granting of the patent without the commencement of its exploitation, the researcher shall be granted, upon request, a free non-exclusive licence to the patent, bearing only the costs of the patent registration and the transcription thereof.

Article 20

Innovations created by multiple researchers belonging to different universities or public research centres

1. The rights to Innovations created during research of mutual interest carried out in collaboration with other universities or research bodies, whether Italian or foreign, public or private, shall be governed by the agreement regulating the joint research.

2. In the absence of specific clauses in the agreements, the University shall take all appropriate and timely measures to protect the results of the Innovations and/or Inventions.

Article 21

Innovations made by University Researchers with the contribution of non-University Researchers belonging to other universities or public research centres.

1. If the innovation is created with the participation of entities that do not belong to other universities or public research centres, the latter may assign their ownership rights to the innovation to the university and participate in the profits to the same extent as the researchers on the basis of Article 16 of these regulations.

Article 22

Innovations made as part of privately funded research and/or consultancy.

1. In the case of research financed in whole or in part by private parties, where the benefit of an Invention is expressly the subject of the obligations assumed by the University or is expressly contemplated therein or plausibly producible, the researcher shall not claim any ownership rights to the Invention, which shall be the exclusive property of the University. The relationship between the University and third-party funders shall be governed by the contractual arrangements set out in the following paragraphs.

2. The University may directly manage the Invention while retaining ownership, grant licences to the



third-party funder, or assign all or part of its ownership to the latter.

3. Contracts for privately funded research activities must be submitted prior to signature to the ILO, which shall issue a timely opinion on compliance with this regulation, and must explicitly regulate the case in which the carrying out of the research leads to patentable results, alternatively providing for the following at the time the contract is signed:

- a) the transfer to the third-party financier of any patentable Invention results in exchange for payment, at the time of signing or completion of the Invention, of an additional fee equal to at least 10% of the value of the contract, in addition to the fee for carrying out the research activity;
- b) the right of the third-party funder to acquire an exclusive licence to the rights relating to the patentable Invention and/or innovation resulting from the contractual activity, under the conditions set out in the funded research contract or to be set out in a subsequent specific contract;
- c) co-ownership of any rights to the patentable Invention that may have been obtained within the scope of the contractual activity with percentages to be assessed on a case-by-case basis.

4. The costs for the protection of Inventions are, both in the case of assignment (letter a) and in the case of licence (letter b), to be borne by the financing party. In the case of co-ownership of the rights (letter c), the costs are shared between the university and the third-party funder, subject to the best terms and conditions set out in the contract.

5. In the event of a transfer of ownership rights under this article, the financing party may not deny the right to use the Invention for scientific and educational purposes.

6. The provisions of this article also apply to funded consultancy contracts when, having regard to the nature or characteristics of the activity covered by the contract, it is possible to obtain an Invention.

7. The provisions of this article shall not apply to contracts which do not expressly provide for a novel Invention as the object of the obligations assumed by the University and which have as their object the supply of a product or of an analytical or evaluation service in response to a specific request of the third-party funder, and in relation to methods, processes, products supplied or indicated by the third-party funder. In such cases, taking into account the purely executive nature of the commissioned activity or the request of the third party aimed at obtaining a specific object or service, the supply or service contract shall not contain a clause on patentable results.

8. In the case of framework cooperation agreements and agreements for the exploitation of research results in the form of entrepreneurial initiatives in which the University participates, the discipline concerning patentable inventions shall take into account the strategic interest of the University in the establishment of stable and secure cooperation relationships and/or the exploitation in an entrepreneurial key of results which could not otherwise be developed.

9. In the absence of appropriate agreements, the University shall take all appropriate and timely steps to protect the results of Innovations or Inventions of which it is the assignee by virtue of its own researchers.

Article 23

Confidentiality obligations of those involved

1. In the performance of any activity or relationship prior to the filing of the patent application, there is an obligation of thorough and comprehensive secrecy on every person belonging to the University, the Researcher and his collaborators, as well as on all those who, in the course of the performance of their service or assignment received, become acquainted with the Invention in question or the results thereof.

2. The Researcher and the University may communicate that they have achieved innovative solutions to the scientific community or to parties interested in the exploitation of the Invention only in ways that do not involve the pre-disclosure of the Invention.



Article 24

Place of jurisdiction

1. In the event of disputes concerning the application and interpretation and non-performance of this regulation, all decisions are exclusively referred to the Law Courts of Cagliari.

Article 25

Resources for Patents

1. The Board of Directors shall evaluate the inclusion in the budget of items - cost and/or investment - to support the costs arising from the operation, maintenance, development and acquisition of patents.

2. Proceeds from the commercial exploitation of patents shall contribute, as provided for in art. 16 para. (1b), to cover the items referred to in para. (1) of this article.