Annex 1

INSTITUTIONAL INTELLECTUAL PROPERTY POLICY OF STATE UNIVERSITY OF CAMPINAS – UNICAMP

This Policy on Intellectual Property (IP) sets out the principles, guidelines and normative bases on the issue to be observed within the UNICAMP by all members of your community.

Its formulation takes into account (considers, contemplates, reflects) the specificities of higher education institutions in general and particularly of UNICAMP, and the commitment to teaching, producing and disseminating knowledge.

Identification and legal protection of academic activity results and other activities, that have commercial or asset value, serve the interests and legal obligations of University and of the creators and inventors bound to it in any capacity.

In this sense, this policy aligns UNICAMP with national legal framework on intellectual property and Brazilian Federal Innovation Law and Sao Paulo State Innovation Laws.

IP Policy

The following principles guide by the Intellectual Property Policy - IP, which are consistent with the mission, values, traditions and norms that leads UNICAMP and delineate its relationship with society.

1. Principles

• To contribute to the creation of a favorable environment for new knowledge generation and its transfer to society, in agreement to the University mission to create and disseminate knowledge.

• To promote IP mentality so that its use generates benefits to society through the development of the relationship between the University and the public and business sectors, among others.

• To ensure proper reward to UNICAMP and their researchers due to innovations exploitation regarding their IP.

• To ensure the measures of legal protection and IP confidentiality are taken in agreement with the UNICAMP mission in teaching, research, knowledge generation and dissemination, innovation and technology transfer to society, always seeking the highest social benefit.

• To find the solution for conflicts of interest, as well as those relating to secrecy in relation to UNICAMP PI, always considering the current legislation and values, mission and institutional objectives of UNICAMP .

• To formalize, previously, the partnership or collaboration in research activities with third parties with appropriate legal instruments, in which The IP Unicamp is adequately protected,.
2. Guidelines

2.1. Titularity

2.1.1. UNICAMP holds the intellectual property of inventions, utility models, industrial designs, trademarks, software (Laws nos. 9.609/1998 and 9.610/1998), cultivars (Law No. 9,456 / 1997) and other technologies as well as tangible results of research obtained or made by academic community members in teaching, research and extension activities at UNICAMP, including teachers, researchers, students, employees as well as teachers, researchers and students formally identified and accepted as visitors and participants.

2.1.2. In accordance with the law, property rights of literary, artistic and pedagogical creations belong to the authors. Books and academic articles, theses, dissertations and similar work have their copyrights assign to authors. The existing formal agreements will be respected in cases of partnership with third parties or with UNICAMP, for funding or perform work or research.

2.1.3. The authors’ right, when involving tangible and intangible patrimony of traditional populations should be distributed in accordance with the relevant legislation.

2.1.4. For UNICAMP, computer programs equate to literary, artistic and pedagogical creations, provided that the source code of these programs are previously made available to the public, free of charge, via the Internet, escorted by a license that guarantee the free use. It is up to the authors to decide to make computer programs available freely, respecting any existing formal agreements with third parties or with UNICAMP for development financing and to exempt UNICAMP of all liability in connection with this decision and its consequences and uses.

2.1.5. The development of a creation funded by third parties performed during the course will have its property awarded according to legal signed instrument, obeying the prevalent legislation. All the participants of UNICAMP in a research projects formalized with third parties should be informed and adhere to intellectual property clauses and to the confidentiality of its legal instruments.

2.1.6. Agreements and accords involving development capable of intellectual property protection must necessarily contain confidentiality clauses that ensure the originality criteria necessary to obtain intellectual property rights.

2.1.7. In cases which the developments or the results are obtained by UNICAMP, the ownership of IP rights will be exclusive of UNICAMP.

2.1.8. The IP rights ownership can be shared in the equivalent amount of the existing value of knowledge, human, financial and material resources allocated by all parties, public or private institutions, at the beginning of the partnership.

2.1.9. Studies or clinical trials phases III and IV are characterized as a University provision of specialized services for pharmaceutical companies under a contractual arrangement. It is unlikely that such phases result in the creation capable of intellectual property rights protection. In these cases, UNICAMP agrees that intellectual property rights ownership in these agreements is exclusive of the contractor.

2.1.10. Occasionally, UNICAMP may assign its IP rights about creation, upon approval by the University Council, provided that the assignment is previously justified and directed by the senior management of the University, Consulting the Unicamp Innovation Agency, in the following cases:

✓ In partnership projects or collaboration with third parties and in view of relevant social or institutional interest; or
The creator exerts IP rights in his/her own name and under his/her responsibility, in accordance with relevant legislation.

In other situations not covered here.

2.2. Commercialization of Intellectual Property

2.2.1. The IP commercialization of the University will be guided to facilitate the transformation of creation in innovation to benefit the society.

2.2.2. The University IP commercialization may be carried out under any legal form and especially through licensing or intellectual property rights assignment.

2.2.3. UNICAMP may assign, according to 2.1, or license its intellectual property to companies, government agencies and others society organizations, in accordance with current legislation, so they develop and commercially exploit specific technologies, object of licensing or transfer, providing technical, financial and enterprise management capability, both administrative and commercial capacity.

2.2.4. The economic gains from commercialization of IP part owned by UNICAMP will be divided in the ratio of 1/3 for the creator or breeders, 1/3 for the unit or units to which the College creators are bound and one third to the Central Administration of the University. (Royalties or any other form of compensation or financial benefit are under Brazilian law)

2.2.4.1. The sharing of economic gains relating to IP commercial exploitation will be consummate after compensation to UNICAMP. The compensation will be based on corrected values resulting from expenditure incurred in the protection of intellectual property, such as charges for drafting, patent filing or register another form of IP in Brazil or abroad, including the requests through the PCT (patent Cooperation Treaty) and other international application or deposit, patent maintenance costs and other expenses directly incurred for licensure as market studies and business plans.

2.2.4.2. The costs of auditing and monitoring from the income generated by intellectual property rights commercialization at UNICAMP will be deducted from the income received by the University for this purpose.

2.2.5. The licensing of IP University is preferably nonexclusive, however it is recognized that often the exclusive license, under Article 6 of Law No. 10.973/2004, may be the appropriate option for the inventions or discoveries to reach the market for the public benefit.

2.2.5.1. According to article 6 of Federal Law no. 10.973/2004 and paragraph §2 Article 8 of Complementary Law of the State of São Paulo n. 1049/2008, the company or entity that owns the exclusive right to exploit the protected creation automatically loses that right if it does not commercialize the creation within the term and conditions outlined in the contract and UNICAMP may undertake relicensing.

2.3. Conflict Resolution

Interpretation or right claims related to Unicamp IP Policy shall be resolved in accordance with the following procedures:

- The matter in dispute will be submitted to the Congregation Unit, which will appoint Advisory Committee to examine and give advice and General Attorney and Inova-Unicamp will be called to manifest and to be consulted.
In cases that the conflict solution imply interpretation of IP Policy, the unit congregation will appeal to the Consu.

3. Governance

Inova Unicamp Innovation Agency - Technological Innovation Centers of UNICAMP - will be responsible for IP policy implementation, with the following attributions:

✓ To advise interested parties of the university community on issues relating to IP;
✓ Inova is responsible for culture dissemination of intellectual property, the legal protection of IP and licensing in accordance with current legislation, except for the copyrights contained in Federal Law 9.610/1998, without prejudice to the competence of the other organs and bodies of the university.
✓ To promote and to maintain on its website information about policy, IP standards and procedures of the University and the relevant national legislation for UNICAMP community consultation.
✓ To support the teaching and research units and other department of UNICAMP on procedures and instruments for protecting intellectual property implementation and use.