



Deliberation CONSU-A-037/2019, of 11/26/2019

Rector: Marcelo Knobel

General Secretary: Angela de Noronha Bignami

Approves the Institutional Innovation Policy of the State University of Campinas - Unicamp.

The Rector of the State University of Campinas, as President of the University Council, in view of what was decided at the 164th Ordinary Session of 11.26.19, issues the following Deliberation:

Article 1 - The "Institutional Innovation Policy of the State University of Campinas - Unicamp" is approved, which integrates this Deliberation as Annex I.

Article 2 - This Deliberation comes into force on the date of its publication, revoking the provisions to the contrary. (Proc. No. 01-P-17672/2017)

ANNEX I

INSTITUTIONAL POLICY FOR INNOVATION OF THE STATE UNIVERSITY OF CAMPINAS

This Policy establishes the principles, guidelines and normative bases on Intellectual Property, Technology Transfer, Sharing of Laboratories and Equipment, Paid and Unpaid Licenses of servants, among other matters listed in Federal Law No. 13.243/2016 that provides the Regulatory Framework in Science, Technology and Innovation and Federal Decree No. 9.283/18 and State Decree No. 62.817/17.

In addition to these laws, this Policy will be governed by Law No. 10.973/04 (Law of Innovation), Law No. 9.279/96 (Law of Industrial Property), Law No. 9.610/98 (Copyright), Law No. 9.609/98 (Protection of Software), and others applicable legislations.

This Policy aims to establish coordinated actions regarding the application of instruments to encourage innovation and will be interpreted, when applicable, in line with the National Strategy for Science, Technology and Innovation, with the National Industrial and Technological Policy.

1 - PRINCIPLES

Unicamp's Innovation Policy is guided by the following principles, in line with the mission, values and rules that govern Unicamp and guide its action with society:

I – Engaging with local, regional and national development, contributing to the creation of an environment favorable to the generation of new knowledge and its transfer to society;

II – Promoting and disseminating the continuous training of human resources in entrepreneurship, innovation management, intellectual property and technology transfer;

III – Promoting and encouraging entrepreneurship at Unicamp and the creation of technology-based companies;

IV – Promoting Intellectual Property so that its use generates benefits for society through the development of the University's relationship with the public and business sectors, among others;

V – Stimulating and valuing, continuously and permanently, the creative activity at Unicamp demonstrated by the scientific and technological production of its students, professors, technical-administrative staff, interns and researchers;

VI – Ensuring that legal protection and confidentiality measures for Intellectual Property are taken, taking into account the institutional interest and in line with Unicamp's mission in teaching, research in the generation and dissemination of knowledge, innovation and the consequent transfer of technology for society, always seeking the greatest social benefit;

VII – Stimulating, promote and ensuring the Transfer of Technology through the due and adequate reward to Unicamp and its researchers for the exploration and use of innovations based on the technologies of their ownership;

VIII – Stimulating the university-company relationship with the purpose of developing programs and projects aiming at the generation of knowledge in strategic areas and the development of technologies, in order to promote their appropriation by the different segments of society;

IX – Encouraging and promoting new mechanisms and models of transfer of the knowledge generated at Unicamp, in particular to stimulate and support the public sector to the figure of the technological order provided in the Innovation Law;

X – Stimulating and supporting the activity that generates Innovation for companies, including the attraction, constitution and installation of research, development and innovation centers in Unicamp's Science and Technology Park;

XI – Simplifying procedures for the management of science, research and innovation projects by adopting agile and transparent processes and ensuring legal certainty;

XII - Encouraging and articulating Unicamp's and society's initiatives in solidarity economy and alternative productive arrangements to private companies, in order to enable research and knowledge production with a view to strengthening solidarity enterprises, technological solidarity, collaborative and self-management production, organization and management of solidarity production, trade and credit networks, realization of technoscientific projects oriented to socio-technical adequacy and social technology;

XIII - Encouraging and articulating Unicamp's initiatives related to research and innovation for the production of public policies, in order to integrate the University into creative ecosystems directly concerned with the reduction of social, economic, racial, gender and other inequalities, in actions by

the State, public autarchies, civil society organizations, and also those related to international cooperation with multilateral organizations;

XIV - Stimulating and supporting the activity that generates innovation for companies, solidarity enterprises, civil society organizations and government policies, including the attraction, constitution and installation of research, development and innovation centers at Unicamp's Science and Technology Park.

2 - GUIDELINES

Guidelines for Unicamp's Innovation Policy are:

2.1. Strategic Performance of Unicamp in the local, regional and national productive environment.

2.1.1. Unicamp will contribute to the creation of an environment favorable to the generation of new knowledge and its transfer to society, and in this sense it will support the joint efforts to formalize Research and Development and Innovation projects by implementing agile processes that guarantee transparency and legal certainty for the celebration of partnerships for collaborative activities in Research, Development and Innovation.

2.1.2. Unicamp will participate, collaboratively, through institutional actions, in local, regional and national development efforts aimed at strengthening science, technology and innovation policies.

2.1.3. Unicamp, will participate in the strategic cooperation with other institutions, entities or companies, national and international, shall deal, mandatorily, with the protection of intellectual property and technology transfer, generated during the development of its activities, through a specific legal instrument.

2.1.4. Unicamp shall participate in forums, collaborate with associations and other entities that contribute to the promotion of scientific and technological activities in the productive environment.

2.1.5. Unicamp may provide specialized technical services to public or private institutions, compatible with the objectives of Law 10.973/04, in activities aimed at innovation and scientific and technological research in the productive environment, with the possibility of remunerating the servant through the payment of complementation, pursuant to article 8 of the aforementioned law and according to the specific rules issued by Unicamp.

2.2. Sharing and allowing the use of Laboratories, Equipment, Instruments and other facilities

2.2.1. Unicamp will support the creation, development, implantation and consolidation of environments that promote innovation, as a way of encouraging technological development, increasing competitiveness and the interaction between the university and companies.

2.2.2. In order to comply with item 2.2.1, Unicamp may, through mandatory financial or economic counterpart, with or without Funcamp's intervention and for a specified term:

I – Develop a collaborative research project or provide services;

II - Allow the use of their laboratories, equipment, instruments, materials and other facilities existing on their own premises by Scientific, Technological and Innovation Institutions (ICTs), companies or individuals focused on research, development and innovation activities, with equal opportunity to interested parties.

Sole paragraph - The permission for use provided in this item shall not affect the core activities of the University.

2.2.2.1. The permission provided in item II refers to the availability of laboratories, equipment and materials from Unicamp, for ICTs, individuals or companies whose objective is to carry out joint activities of scientific and technological research and product, service or process development with Unicamp or the use of Unicamp laboratories, equipment and materials to perform short-term service provision by ICTs, individuals or companies.

2.2.2.2 In order to comply with the provisions of item II, the units, centers and nuclei shall, at least, comply with the following general criteria:

a) A proposal shall be submitted by the interested third party, containing a plan specifying the use to be given to the laboratories, equipment, materials, instruments and other facilities, that shall be compatible with the academic projects of the units, centers and nuclei, in addition to informing all employees and assets involved and definition of financial or economic reimbursement in the execution of activities;

b) It will be mandatory the establishment of agreements of secrecy and confidentiality in relation to the information to which third parties will have access in the execution of the contract or covenant;

c) It will be mandatory that third parties take responsibility for the labor obligations of their employees and insurance companies, formalizing insurance against personal accidents of their employees and personnel authorized to participate in the execution of the contract or covenant;

d) The units (*faculdades e institutos*), centers and nuclei (*Centros e Núcleos*) must disclose on their websites the rules of use, selection criteria for proposals and service priorities for laboratories and infrastructure. The dedicated hours of the Unicamp servants involved in the project must be specified and determined;

e) In the event that a proposed project has the human being as the primary source of information or will rely on animals, the use of laboratories and facilities will be conditioned to the approval of the project by the Research Ethics Committee and/or by the Ethics Commission on the Use of Animals.

2.2.3. In the permission of use provided in item 2.2., Unicamp may allow the participation of its servants or students, which must be expressly provided in the contract or covenant signed.

2.2.4. Complementary rules on the matter may be issued by Resolution GR.

2.3. Minority shareholding in capital stock of companies

2.3.1. Unicamp may hold a minority shareholding in capital stock of technology-based companies, through financial or non-financial contributions, including its intellectual property assets, provided that these are economically measurable, with the aim of developing innovative products and/or processes.

2.3.1.1. Unicamp shall establish the policy of direct and indirect investment, which will include the criteria and instances of decision-making and governance, and which will contain, as a minimum:

I - The definition of the criteria and processes for investment and for the selection of companies;

II - The budgetary limits of the investment portfolio;

III - The limits of exposure to risk for investment;

IV - The premise of selecting investments and target-enterprises based on:

a) Business strategy;

b) The development of technological skills and new markets; and

c) The expansion and capacity for innovation.

V - The forecast of deadlines and criteria for disinvestment;

VI - The investment control, governance and management model; and

VII - The definition of own team technically responsible for the activities related to the shareholding in the company's capital stock.

Sole Paragraph - The minority shareholding dealt with in this item shall comply with the provisions of the relevant budget rules.

2.3.1.2. Unicamp may make the investment:

I - directly, in the company, with or without co-investment with a private investor; or

II- indirectly, by means of investment funds set up with own resources or by third parties for this purpose.

Sole Paragraph - In both forms of investment, Unicamp may use the Intellectual Property assets aiming its shareholding.

2.3.1.3 The direct investment referred to in item 2.3.1.2. when made by Unicamp shall comply with the following criteria, regardless of the limit referred to in item 2.3.1.1., subitem II:

I - The investment shall be based on relevant interests of strategic areas or involving technological autonomy or national sovereignty; and

II. The by-law or social contract shall grant special powers to the shares or quotas held by Unicamp, including the powers to veto the resolutions of the other partners, in the matters in which they specify.

2.3.1.4. It is waived the compliance with the criteria set out in item 2.3.1.3 in the cases where

I - Unicamp only input non-financial contributions, which are economically measurable, in exchange for the shareholding; or

II - If there is a private co-investor and Unicamp's investment is less than fifty percent of the total amount invested, considering each isolated round of investment in the same company.

2.3.1.5. The investment funds dealt with in item 2.3.1.3, subitem II, shall be managed by stewards and managers of investment portfolio registered with the Securities and Exchange Commission of Brazil (CVM).

The investment may be made through:

I - Quotas or shares;

II - Mutual convertible into quotas or shares;

III - Options for future purchase of quotas or shares; or

IV - Other securities convertible into quotas or shares.

2.3.1.6. Minority shareholding in the company's capital stock will be conditioned to the alignment of the company's activities to the guidelines of Unicamp's institutional innovation policies.

2.3.2 Unicamp may, in accordance with the legislation, set up mutual investment funds in companies whose main activity is innovation.

2.3.2.1 The mutual investment funds dealt with in item 2.3.2. shall be characterized by the pooling of funds raised through the securities distribution system, as established in Law No. 6.385 of December 7, 1976, intended for investment in a diversified portfolio of securities issued by these companies.

2.3.2.2. Unicamp's shareholding in the capital stock of companies will only be authorized upon approval by the University Council.

2.3.2.3 The University Council of Unicamp will approve specific regulations on minority shareholdings in the company's capital stock.

2.4 Incentive Mechanisms – Award of the Innovation Incentive Grant, Paid and Unpaid License.

2.4.1. Unicamp may award grants to stimulate innovation, within the framework of agreements and covenants signed with public and private institutions to carry out joint scientific and technological research and development activities for technology, products, services or processes.

2.4.1.1. Innovation incentive grants may be awarded to professors, servants of the Researcher Career, and other servants, students regularly enrolled in technical, undergraduate, or graduate courses involved in the execution of the joint activities of the agreements and covenants, granted directly by Unicamp or by an accredited support foundation or by a promotion agency.

2.4.1.2. It is considered innovation incentive grant the contribution of financial resources, for the benefit of individuals, characterized as a donation, which does not count as a counterpart of services, for the training of human resources or for the execution of scientific and technological research projects and development of technology, product or process.

2.4.1.3. Grants may only be characterized as those expressly provided for, identifying their amounts, periodicity, duration and beneficiaries in the content of the Work Plan of the agreements, covenants and their additives, to which this item refers.

2.4.2. The servant who has the attribution to carry out research is allowed to license from the original body to provide services or collaborate with another Scientific, Technological and Innovation Institution in the State of São Paulo, for the purposes set out in Decree No. 62.617 of 4/09/2017, without prejudice to the salaries and advantages of the position or public employment, observing the institutional interest, administrative opportunity and convenience and the institutional rules established in specific regulations.

2.4.3. A professor or researcher who is not on probationary period is allowed to license from the effective position occupied, with prejudice to salaries, to constitute a technology-based company or collaborate with a company whose objectives involve the application of technological innovation based on creation of his/her authorship, subject to institutional interest, opportunity, administrative convenience and institutional rules established in specific regulations.

2.4.4. Unicamp will establish its own regulations for awarding grants to encourage innovation, paid and unpaid license.

2.5. Intellectual Property, Related Rights, Intangible Assets and Recognition of Authors and Inventors

2.5.1. According to Articles 88 to 93 of Industrial Property Law No. 9.279 of May 14, 1996, Articles 3 and 4 of Computer Program Law No. 9.609 of February 19, 1998, Article 19 of Plant Variety Protection Law No. 9.456 of April 25, 1997, and other laws governing the results of intellectual property developed, ownership of the results shall be established as follows:

I - Intellectual property results developed by professors, servants of the Researcher's Career and other servants who have as attribution the research or the inventive activity, Unicamp holds the ownership, based on what is dealt with in Article 88 of Law No. 9.279/96;

II - Intellectual property results developed by students, Unicamp holds the ownership, based on what is dealt with in article 93 of Law No. 9279/96 and article 11 of State Complementary Law No. 1049, of June 2008;

III - Intellectual property results developed by interns, scholarship holders and volunteers, the ownership of intellectual creations and the participation of creators shall be stipulated in the contractual instruments dealt with in Article 92 of Law No. 9279/96;

IV - Intellectual property results developed by technical-administrative servants shall be common, in equal parts, between Unicamp and the servant, when resulting from the personal contribution of the

servant and resources, data, means, materials, facilities or equipment of Unicamp, except for express contractual provision to the contrary, according to what is dealt with in Article 91 of Law No. 9.279/96.

2.5.2. In cases where the developments are carried out or the results are obtained in partnerships with public or private institutions and where Unicamp and its partners contribute knowledge, human resources or material and financial resources, the ownership of intellectual property rights may be shared.

2.5.2.1. The creation carried out in the course of a research financed by a third party shall have its property attributed according to the provisions of the legal instrument previously signed, in compliance with current legislation, and all participants in Unicamp research projects formalized with third parties must be informed and agree to the clauses of intellectual property and confidentiality of the respective instruments.

2.5.3. Inova Unicamp may issue Normative Instruction with complementary rules on the matter.

2.6. Intellectual Property Management

2.6.1. Inova Unicamp is exclusively responsible for the analysis, protection and negotiation of intellectual property, know-how, research and development projects and other technology transfers to third parties, and it is forbidden to professors, students, technical-administrative servants, interns, scholarship holders and volunteers to hire third parties to act or represent in these activities or act directly, on their own behalf.

2.6.2. Inova Unicamp, through Unicamp's servant(s) stationed at the Intellectual Property Board and at the Executive Board, designated by the Rector's ordinance and by means of a power of attorney, will legally represent Unicamp before the National Institute of Industrial Property (INPI) and the Ministry of Environment (MAPA) regarding the protection of cultivars.

2.6.2.1. Intellectual property owned by Unicamp will only be protected by third parties upon prior analysis by Inova Unicamp and issuance of a specific power of attorney for said act, when there is co-ownership or licensed technology.

2.6.2.2. The definition of territorial protection in cases of invention patent, utility model patent, industrial design and other forms of intellectual property protection will be the responsibility of Inova Unicamp according to one or more of the following criteria: technical, business, locality of companies that may potentially exploit the technology, of interest of the licensed company and/or co-owner, cost-benefit and budgetary availability.

2.6.2.3. The management of the portfolio of intangible assets will be the exclusive responsibility of Inova Unicamp, which will be done according to the annual budget limit approved and made available for protection and maintenance of intellectual property in Brazil and abroad by Unicamp for this purpose, except in cases of co-ownership and intellectual property licensed to third parties, when definition of the responsibility for management and costing shall be in specific terms.

2.6.2.4. The inventor, author, improver of the cultivar responsible for the intellectual property as soon as communicated by Inova Unicamp or whenever necessary, shall respond to the requirements of exams issued by official bodies, and shall commit best efforts to the effective clarification of these, with the objective of granting the intellectual property rights, activating whenever necessary the other inventors, authors or improvers of the cultivar, to support it.

2.6.3. Inova Unicamp may issue a Normative Instruction with complementary rules on the matter.

2.7. Licensing, Technology Transfer and Commercialization

2.7.1. The commercialization of Intellectual Property or technology not subject to patent protection - Know-how - owned by Unicamp may be done through licensing, technology transfer or assignment.

2.7.2. Unicamp may enter into licensing and technology transfer contracts to grant the right to use, exploit the protected creation developed alone or through partnership or Know-how, always in accordance with the mission and objectives of the institution and as provided by legislation.

2.7.3. Once the contract mentioned in the previous item is concluded, the inventors of the protected creation or of the Know-how, linked to Unicamp, will appear as advisor to the said contract and will be obliged to pass on the knowledge and information necessary for its implementation, under penalty of administrative, civil and criminal liability.

2.7.4. The conclusion of technology transfer and licensing contracts for granting the right to use or exploit protected creation exclusively owned by Unicamp to third parties, with exclusive attribution, shall be preceded by publication of the extract of the technological offer on the official Unicamp website.

2.7.4.1. Inova Unicamp will be responsible for publishing the extract of the technological offer on the official Unicamp website with the purpose of selecting proposals from interested parties.

2.7.4.2. The modalities of offers that may be used may include public bidding, direct negotiation, among others that may be defined by Inova Unicamp in the extract of the technological offer.

2.7.4.3. The type of offer chosen shall be previously justified by a justified decision by Inova Unicamp.

2.7.4.4. The extract of the technological offer shall describe, at least:

- I - The type, name and brief description of the Know-how or creation to be offered; and
- II - The type of offer to be adopted by the public ICT.

2.7.4.5. Third parties interested in the technological offer shall provide evidence of:

- I - Its legal and fiscal regularity; and
- II - Its technical and economic qualification for the exploitation of the creation.

2.7.4.6. Based on the proposals submitted to the published extract, Inova Unicamp will:

- I - Analyze the technical criteria for the qualification of the most advantageous contract;
- II - Score and classify the most advantageous proposals resulting from the evaluation made by the Evaluation Commission constituted by Inova Unicamp;
- III - Publish the result and call the interested parties;
- IV - Prepare the draft of the contract and provide for its processing, under the terms of the Consu-A-12/2018 Deliberation, being necessary the practice of the act of waiver of bidding, its ratification and publication in the official press prior to signature.

2.7.5. In case of non-exclusive concession to the receiver of technology or to the licensee, Unicamp may directly enter into a licensing and technology transfer contract to grant the right to use, exploit protected creation or know-how of its ownership, in compliance with the provisions of Deliberation CONSU-A-012/2018, being necessary to practice the act of waiver of bidding, its ratification in the official press prior to signature.

2.7.5.1. In cases of joint development with a third party, it is guaranteed the license to grant the right of use or exploitation of protected creation or the contract for transfer of Know-how technology, with exclusive attribution, waived the bidding, and the remuneration, financial or non-financial, provided it is economically measurable, for Unicamp for the use and/or commercial exploitation, shall be established.

2.7.5.1.1. In cases where the protected creation and know-how result from joint development by Unicamp and by a third party, the contract with concession of exclusivity may occur under the terms of this article, without prior publication of extract of the technological offer, and must be accompanied by a formalized justification from the Intellectual Property Director of Inova Unicamp, with the indication of the existence of joint development.

2.7.5.2. The company that obtains the right to use and/or exploit the protected creation or Know-how, with exclusivity attribution, will lose this right if it does not commercialize the creation within the term and conditions established in the contract, and Unicamp may proceed with new licensing.

2.7.5.3. Unicamp may enter into licensing contracts for the creation or transfer of technology resulting from Know-How owned by Unicamp with technology-based companies (spin-off) that have Unicamp servants in their corporate structure, including those subject to the Full Dedication to Teaching and Research (RDIDP), and such contracts shall have as object the licensing of the creations and/or Know-How authored by the servant that appears as a partner of the company.

2.7.5.3.1. For the conclusion of the contract provided in the previous item, the servant shall:

- a) Expressly declare his/her participation in the company's corporate structure;
- b) Inform his/her attributions to the company;
- c) Detail the activities to be developed in the contract to be executed; and
- d) Indicate, if applicable, the need for any license as provided in section 2.4.3.

Sole Paragraph - The execution of the contract set forth in item 2.7.5.3. shall depend on the prior manifestation of the unit or body to which the servant is linked and Inova Unicamp regarding the inventor's participation in the company, following the procedure set forth in Resolution GR-042/2018.

2.7.5.3.2. In case the servant is a managing partner of the company, it must be licensed, according to item 2.4.3. of this Policy.

2.7.5.3.3. The company may sign a partnership agreement for research and development and innovation with Unicamp, in order to develop the creation and/or Know-how object of item 2.7.5.3..

2.7.6. Unicamp may assign its Intellectual Property rights over the protected creation or the Know-how, upon approval by the University Council, as long as previously justified, with Inova Unicamp opinion, in the following cases:

- I - When resulting from agreements or partnerships developed jointly with partners, in which case Unicamp shall be remunerated, by means of financial or non-financial compensation, as long as economically measurable;

II - To the creator, in order to exercise in own name and under full responsibility the rights deriving from the protected creation, free of charge, however, there may be restitution to Unicamp of the amounts spent in the protection and management of Intellectual Property;

III - To third parties, against remuneration, financial or non-financial, as long as economically measurable and preceded by a wide publication of the extract of the technological offer in Unicamp's official electronic site;

IV - In projects in partnership or collaboration with third parties due to social interest;

V - In other situations not foreseen here, analyzed case by case.

2.7.7. It is forbidden to the inventor, professor, technical-administrative servant, researcher, student, among others, to disclose or publish any information deemed as confidential of protected creations or technologies, whose development has participated directly or become known, without express authorization from Inova Unicamp.

2.7.8. Unicamp will support the transfer and licensing of protected technologies and creations to technology-based start-up companies, whose inventor or author is partner or incubated in the Technology-Based Enterprise Incubator of Unicamp -Incamp.

2.7.9. Additional rules on the matter may be issued by Resolution GR.

2.8. Allocation of Economic Gains

2.8.1. Unicamp, through its Support Foundation, will share 1/3 of the economic gains from the commercial exploitation of intellectual property licensed or assigned with the respective authors of computer programs, inventors, improvers and other forms of authorship that are linked to Unicamp in accordance with the instrument defining the sharing between them, which shall be concluded prior to signing the assignment, technology transfer or licensing contract.

2.8.1.1 The participation referred to in the caput of this article should take place no later than one year after the revenue on which it is based has been paid.

2.8.1.2 The provisions of this article shall apply to the creator regular student duly enrolled in Unicamp courses.

2.8.2 Of the economic gains arising from the commercial exploitation of licensed intellectual property, transfer contracts or assignment of technology or Know-how, 1/3 shall be destined to the units and/or centers and nuclei to which the authors of computer programs, inventors or improvers are linked and to the units and/or centers and nuclei where the technology or Know-how has been developed, under the terms of the instrument defining the sharing, concluded prior to the signing of the license contract, assignment or transfer of technology.

2.8.3 Of the economic gains arising from the commercial exploitation of the licensed intellectual property, transfer contracts or assignment of technology and Know-how, 1/3 shall be destined to Inova Unicamp.

2.8.4 According to Paragraph 3 of Article 56 of Decree No. 62.817/17, economic gain means any form of royalty or remuneration or any financial benefits resulting from direct exploitation or by third parties of the protected creation, and shall be deducted:

I - In the direct exploitation and by third parties, the expenses, charges and legal obligations resulting from the protection of intellectual property;

II - In the direct exploitation, the production costs of Unicamp.

2.9. Formalizing Partnerships

2.9.1. Unicamp may enter into agreements or covenants for partnerships with public and private institutions to carry out joint scientific and technological research and development activities of technology, product, service or process.

2.9.1.1. The partnership agreement for research, development and innovation (Agreement) is the legal instrument entered into by the ICT with public or private institutions to carry out joint activities of scientific and technological research and development of technology, product, service or process, without transfer of public financial resources to the private partner, in compliance with the provisions of Article 9 of Law No. 10.973/04.

2.9.1.2. The covenant for research, development and innovation (Covenant) is the legal instrument entered into between the Union bodies and entities, promotion agencies and public and private ICTs for the execution of research, development and innovation projects, with the transfer of public financial resources, with due regard for the provisions of article 9-A of Law n° 10.973/04.

2.9.2. In the case of partnership entered into by Agreement and by Covenant, the flow and procedures will be established by Unicamp, in a specific rule, seeking the simplification of procedures and the adoption of control of results in its evaluation.



2.9.2.1. Inova Unicamp is exclusively responsible for the negotiation and formatting of projects that may result in partnership for research, development and innovation and that involve results susceptible of protection by Intellectual Property rights, being forbidden the direct negotiation by its servants, technical-administrative servants, students, interns, scholarship holders and volunteers.

2.9.2.1. In case the company or interested party comes into direct contact with servants, students, interns, scholarship holders and volunteers, they shall contact Inova Unicamp, which will provide all support to formalize the agreement or covenant.

2.9.3. The agreements and covenants that involve development susceptible of intellectual protection shall necessarily contain a confidentiality clause that ensures the criteria of originality necessary to obtain intellectual property rights.

2.9.4. The agreements and covenants shall define ownership of intellectual property and participation in the results of exploitation and use of the creations resulting from the partnership, in the proportion equivalent to the amount of added value of the knowledge already existing at the beginning of the partnership and the human, financial and material resources allocated, so as to ensure the signatories the right to exploitation, licensing and transfer of technology, and shall establish remuneration, financial or non-financial, provided it is economically measurable, to Unicamp for the use and commercial exploitation of the intellectual property held by it.

2.9.5. Unicamp may sign Covenants for research, development and innovation among Union bodies and entities, promotion agencies and other public and private Institutions of Science and Technology with the purpose of executing research, development and innovation projects, and shall comply with the provisions of Article 9-A of Law No. 10.973/04, Article 38 of Federal Decree No. 9.238/18 and Article 41 of State Decree No. 62.817/17.

2.9.6. Unicamp may, under the terms of Article 3 of Law nº 10.973/04, form strategic alliances, at the national and international levels, with the purpose of fostering the development of cooperation projects involving companies, Science and Technology Institutions and private non-profit entities, aimed at research and development activities, with the objective of generating innovative products, processes and services, of technology transfer.

2.9.7. The conditions for structuring strategic alliances will be established in a separate legal instrument.

2.9.8. Unicamp may provide public or private institutions with specialized technical services compatible with the objectives of this Policy, in activities focused on innovation and scientific and technological research in the productive and social environment, aiming, among other objectives, the greater competitiveness of companies.

2.9.8.1. The hiring provided for in item 2.9.8. of this article shall provide adequate compensation to Unicamp.

2.9.8.2. Specialized technical services are those services involving the production of creations and new technologies, as well as complementary or instrumental services to the developed technology, such as technological measurement, tests, certifications, research, studies and projects aimed at the implementation and exploitation of innovation or technology and/or activities inherent to the productive system.

2.9.8.3. The public researcher may be remunerated to provide specialized technical services to private institutions referred to in item 2.9.8. of this article.

2.9.8.4. The compensation provided for in the previous item shall be financed with funds raised in the scope of the private activity hired, forbidden the transfer of funds by Unicamp and the receipt of compensation for the provision of services inherent to the public researcher's regular performance at Unicamp.

2.9.8.5. The provision of services mentioned in item 2.9.8.3. shall be previously communicated to the Unicamp unit to which the public researcher is linked, which will evaluate the compatibility of the activity performance with his/her legal work regime, statutes, regulations and innovation policy of the institution. Regarding Intellectual Property issues, Inova Unicamp shall be consulted.

2.9.9. In the agreements and covenants there may be the participation, as an intervenient, of its Support Foundation.

2.10. Entrepreneurship

2.10.1. Unicamp will encourage entrepreneurship at the University by supporting the processes that underpin the sharing of knowledge through cooperation, licensing and technology transfer to technology-based start-up companies, encouraging student's technological entrepreneurship, sharing infrastructure, supporting the actions and strategies of its Incubator of Technology-Based Enterprises

- Incamp, and other actions that may strengthen the entrepreneurial ecosystem, in the form of relevant legislation.

2.11. Unicamp's Science and Technology Park

2.11.1. The Unicamp Science and Technology Park, created by Deliberation CONSU-A-002/2010, has as objectives:

I - To expand the interaction of the University with other actors of the National System of Science, Technology and Innovation;

II - Stimulate and host innovative startups and projects from companies in partnership with Unicamp researchers;

III - To implement actions that facilitate the development and transfer of technologies and knowledge;

IV - Expand the opportunities for students' qualification at Unicamp;

V - To support pre-resident projects and incubation of new companies in the perspective of supporting the socioeconomic development of the region of Campinas and the State of São Paulo.

2.11.1.1. Unicamp will support and stimulate actions that may strengthen cooperation between the University and companies that have the purpose of settling in the Park, observing the specific rules approved.

2.11.1.2. The Unicamp Scientific and Technological Park will obey the proper rules and regulations approved by Unicamp.

2.12. Unicamp's Technology-based Incubator – Incamp

2.12.1. Unicamp supports and stimulates the actions and activities developed by Incamp, created by Resolution GR-067/2001, so that it develops processes with the objective of creating and developing new technology-based companies, making it possible to increase the degree of commercial success of the enterprises.

2.12.2. Unicamp will support the promotion of technology-based companies in the university environment, in the form of relevant legislation, with the objective of promoting entrepreneurship, the development of science and technology and the insertion of innovative products, processes and services to society.

2.13. Independent Inventor Service

2.13.1. For the purposes of this Policy and as defined in Article 2 of Law 10.973/04, item IX, is considered independent inventor the individual that not hold a permanent position, military position or public employment, and is an inventor, obtainer or author of creation.

2.13.2. Unicamp, through NIT, will analyze the application for the adoption of independent inventor creation, and the interested party shall do so:

a) Prove the deposit of the patent application at the National Institute of Intellectual Property - Inpi or equivalent body abroad, on his/her behalf;

b) Submit formally to Inova Unicamp documents, information and fill out the form for internal analysis of institutional interest.

2.13.3. Inova Unicamp will evaluate the invention, its affinity with the respective area of activity at Unicamp, and the interest in its development, and will decide on the convenience and opportunity of granting the adoption request requested by the independent inventor, including in relation to its technical and economic feasibility of the object of his invention.

2.13.3.1. It is understood as convenience and opportunity for Unicamp the formal expression of interest by a research group for the technological development of the patent application, and that this may result in innovative product, process or services.

2.13.4. Inova Unicamp will inform the independent inventor, within a maximum period of six months, after receiving the documents referred to in item 2.13.2., sub items "a" and "b", duly filled in, of the decision as to whether or not Unicamp will adopt the creation.

2.13.5. Any request for complementation, adequacy, data and documentation requested by Inova Unicamp, which are related to the form, shall be sent by the independent inventor within three days of the request to Inova Unicamp. In case the independent inventor does not comply with the request within the deadline, will be subject to the suspension of the deadline set forth in the caput of this clause and will only return the count when the request is met.

2.13.6. Each independent inventor may request the adoption of up to two creations per year to Inova Unicamp.

2.13.7. Inova Unicamp may preliminarily decline the request made by an independent inventor in cases:

- a) The wording of the patent application is not in accordance with the rules issued by Inpi;
- b) It is a patent application that may pose a risk to the environment, health and society;
- c) It is found that the fees have not been paid or there is any default at Inpi or even the application is filed.

2.13.8. The independent inventor, by means of a relevant legal instrument, shall undertake, if his/her creation is adopted by Unicamp, to share any economic gains obtained from the exploitation of the protected invention.

2.14. Conflict Resolution

2.14.1 Conflicts and omissions concerning the Policy will be decided by the University Council (Consu), by means of an Inova Unicamp manifestation, if the legal instruments to be concluded or the specific rules to be edited do not resolve the issue.

3 – GOVERNANCE

3.1. Unicamp's technological innovation nucleus will be responsible for implementing this Innovation Policy.

3.1.1. The Unicamp Innovation Agency, created by Deliberation CAD-A-002/2004, is the only Unicamp's Technological Innovation Nucleus, under the terms of Article 16 of Federal Law No. 10.973/04, and its mission is to manage Unicamp's innovation policy.

3.2. Inova Unicamp is responsible, in addition to the tasks defined in its constitution:

I - To coordinate, carry out and manage the procedures of registration, systematization and application of patents and licensing of technologies;

II - Defining the patentability strategy, after receiving Inventions Communications, following the processing and maintenance of Unicamp's intellectual property titles, and should guide the academic community about the procedures;

III - To negotiate agreements involving the University and public and/or private entities, in the following cases:

a) That involve Intellectual Property rights, Secrecy and Exploitation of Results;

b) Which deal with technology transfer or licensing for granting the right to use or exploit scientific, artistic or technological creation and intellectual works, protectable or not, to a recipient or licensee, in an exclusive basis or not, according to the legislation in force;

c) In the independent inventor's requests for adoption of creation, judging the convenience of the request, with a view to the elaboration of a project aimed at future development, incubation, use, among others;

d) That deal with the assignment of the protected creation ownership of Unicamp, in addition to intellectual works not susceptible of protection, to the receiver.

IV - To actively prospect and promote Unicamp's relationship with public and private organizations, aiming:

a) Formalizing collaborative projects and strategic alliances aiming the joint development of research and development projects;

b) The transfer of technologies owned by Unicamp;

c) The creation of Startup and Spin-off companies;

d) Promoting strategic partnerships that stimulate innovation in the local, regional and national innovation system.

V - Spreading and supporting entrepreneurship at Unicamp;

VI - To manage the Innovative Environments and the Incubator of Technology-based Companies and the Science and Technology Park at Unicamp. The management of Incamp and the Technology Park shall follow its own rules.

4 - STRUCTURING ACTIONS

The following actions will be taken to implement this Policy at Unicamp:

a) Elaborate and promulgate specific complementary instruments to this Policy, issued by Unicamp regarding items 2.2., 2.3. and 2.4.;

b) Elaborate and promulgate complementary instruments specific to this Policy, issued by Inova Unicamp regarding items 2.5., 2.6. and 2.7.;



- c) Establish a Working Group to study and analyze the models and possibilities of participation of Unicamp in the capital stock of companies, either directly or through the usufruct of quotas or shares, meeting the objectives of the Technological Innovation Law;
- d) Establish a Working Group to study and analyze the local and national economic-productive space in order to reveal opportunities for the creation of solidary enterprises and to identify their demands for techno-scientific development and social-technical adequacy that may be attended by the University community;
- e) Establish a Working Group to study and analyze the actions already existing in the University at the interface with the public authorities (State), in order to constitute an institutional space for articulation, appreciation and strengthening of these initiatives, as well as the development of incentive mechanisms for their realization by professors, researchers, technical-administrative servants and students;
- f) Study and evaluate the impacts resulting from the implementation of this Policy, especially regarding the professor's work and the maintenance of the RDIDP as a preferential regime at the University.

Published in the D.O.E. on 12/03/2019.