



Pursuant to Article 20 of the Statute of the Croatian Science Foundation, the Board of the Croatian Science Foundation at its 26th session held on 7 July 2014 adopted the following

REGULATION ON THE MANAGEMENT OF SCIENTIFIC PROJECT RESULTS FALLING WITHIN THE SCOPE OF INTELLECTUAL PROPERTY RIGHTS PROTECTION

Introductory provisions

Article 1

This Regulation governs the mutual relationship of the Croatian Science Foundation (hereinafter: the Foundation) and the beneficiaries of its funds, regulating the management of scientific project results which fall within the scope of intellectual property rights protection.

The term "Beneficiaries" shall refer to a legal person participating in project funding or its implementation, above all the Institution at which the project is being implemented.

The Institution shall be obliged to regulate the relationship with its employees regarding access to results in accordance with this Regulation.

If the programme that is being implemented provides for the participation of other organizations in project financing, the term "Beneficiaries" shall refer to those organizations as well.

Article 2

This Regulation shall apply to intellectual creations originating from projects funded, in full or partially, by the Foundation (hereinafter: the Project).

Article 3

Prior to concluding a Grant Award Contract with the Foundation, all Beneficiaries shall be obliged to regulate their mutual rights and obligations with regard to existing intellectual property creations

(imported intellectual property) and new intellectual creations by means of a contract, taking into account existing regulations on intellectual property.

Article 4

By submitting their project proposals to the Foundation's calls, the Beneficiaries shall accept that this Regulation will apply to the rights they hold over the results acquired through scientific project research.

Intellectual property protection

Article 5

Throughout the Project, the Foundation shall support the Beneficiaries and the Principal Investigator in recognising the existence of results appropriate for intellectual property rights protection.

Beneficiaries shall be obliged, in agreement with the Foundation, to ensure appropriate and efficient protection of intellectual property generated as a project research result.

If the research results are appropriate for industrial or economic exploitation, the owner of these results shall ensure their appropriate protection, taking into account his/her own legitimate interests.

Article 6

Imported intellectual property, which has already been under the ownership of the Beneficiaries before the conclusion of the Grant Award Contract with the Foundation, shall remain the exclusive right of the Beneficiaries. The intellectual property imported into a Project by each party that is not part of the Grant Award Contract should be clearly defined and excluded from the intellectual property related to the Project.

The owner of such right shall be obliged to define, by means of a special agreement and with prior notification of the Foundation and its written approval, which intellectual property will be made available to partners in the Project for the purpose of implementing the Project and, conversely, which will not be made available.

Rights and obligations of Beneficiaries

Article 7

In case that the Project results in an invention, patent or any other form of intellectual property right, a product or a service with commercial value, or when the possibility of commercialising project results has been established, the Principal Investigator and the Institution shall undertake to notify the Foundation thereof in a timely manner and without delay. The right of ownership, as well as the right to file an application for the protection of intellectual rights generated from research conducted during project implementation, shall be held by the Beneficiaries.

In the case referred to in paragraph 1 above, the Beneficiaries shall assume the commitment that they will not make any information public without prior written approval of the Foundation and that this information and data shall be kept secret, as well as that all necessary measures will be taken for preventing employees and other persons included in project implementation from violating confidentiality and secrecy of data.

The Beneficiaries shall, upon consultation with the Foundation and if this is deemed profitable, assume the commitment to protect all resulting intellectual property rights on the territory of the Republic of Croatia and, if necessary, abroad.

The Beneficiaries shall be obliged to cover the costs of submitting the application for intellectual property rights protection; however, these costs may partially be covered by the Foundation.

The request for co-financing the costs of the application should be explained in detail and can be approved only in case when it has been determined during the evaluation procedure that such support is necessary and justified for submitting the application.

Article 8

When submitting the request referred to in Article 7 herein, data demonstrating the innovation should be provided (description, features, possibility of application, previous release of information, condition of technology, possibility of commercial exploitation of the innovation and similar), which the Foundation will forward to the evaluators in charge of project monitoring before the final decision on the acceptance of the request is adopted.

Article 9

The Beneficiaries shall be obliged to take all necessary measures for achieving goals when recognising results appropriate for protection, during the protection procedure and during the commercialisation of research results, which includes the following obligations:

- when submitting the application to the Foundation's call, declaring whether results falling within the scope of intellectual property rights protection may arise during the Project;
- when submitting the application to the Foundation's call, declaring that some of the previously protected industrial property rights (imported intellectual property) would be used during project implementation;
- notifying the Foundation immediately, as well as during the submission of periodic and final reports and after the project end date, if there is a possibility that a result obtained within the Project may be subject to protection as well as commercialisation of the results;
- indicating applications for patents in the template for narrative reports. The Foundation shall be notified about all applications for patents filed after the submission of the final report in the same manner;
- throughout the whole project, as well as for a certain time period after the project end date, collaborating with the Foundation on the recognition of research results appropriate for protection and management.

Data confidentiality protection

Article 10

All persons involved in activities defined by this Regulation in any capacity shall be obliged to safeguard all data about the intellectual creation as a trade secret. Persons that generate intellectual creations shall be obliged to safeguard the data about this creation as a trade secret before filing an application for the protection of intellectual property, as well as after that if this might endanger the acquisition of intellectual property rights or successful commercialisation of these creations.

Role of the Foundation and distribution of profit

Article 11

Commercialisation of project results can be implemented by selling rights or granting access rights (licensing), by founding a new company or in any other appropriate manner.

The Foundation shall retain its right to participate in the distribution of profit in the case of commercialisation of intellectual creations that resulted from project implementation. For this purpose, a special agreement or annex to the Grant Award Contract shall be concluded, containing all detailed provisions on intellectual property. The Board of the Foundation shall adopt a decision thereof based on all submitted documentation and the evaluators' opinion.

Before the conclusion of the agreement referred to in paragraph 2 above, the Beneficiaries may not sell or grant access to intellectual property rights, a product or service with commercial value without prior written approval of the Foundation.

Article 12

If research results are appropriate for commercial exploitation, and the owner decides not to protect them, the research results may not be made accessible to public before the Beneficiary has notified the Foundation. In this case, the Foundation may, with the consent of the Beneficiary, assume the ownership of these research results and protect them.

Article 13

If a Project is co-financed from other funds, distribution of profit among the other Beneficiaries shall be defined through a special agreement, whereby special care will be taken not to violate previously defined rights of the Foundation.

Transitional and final provisions

Article 14

This Regulation shall apply to all projects accepted for financing after the date of entry into force of this Regulation.

All rights assumed before the entry into force of this Regulation shall remain unaffected.

Article 15

This Regulation shall enter into force on the day the Board of the Foundation adopts a decision on its approval.

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Board President
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