

**REGULATIONS GOVERNING INDUSTRIAL AND
INTELLECTUAL PROPERTY OF THE INSTITUT
D'INVESTIGACIÓ SANITÀRIA PERE VIRGILI (IISPV)**

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PREAMBLE

The Fundació Institut d'Investigació Sanitària Pere Virgili (hereinafter, IISPV), is a public Foundation set up on 3 February 2005, within the framework of an institutional scientific collaboration agreement between the ICS Camp de Tarragona (Joan XXIII Hospital University, Tarragona, Primary Healthcare centre serving the Camp de Tarragona area), ICS Terres de l'Ebre (Hospital de Tortosa Verge de la Cinta, Primary Healthcare centre serving Terres de L'Ebre area), Sant Joan de Reus University Hospital, Pere Mata Group, and Rovira i Virgili University to coordinate health and biomedical research and research training in the Camp de Tarragona and Terres de l'Ebre regions.

The Board of Trustees has the majority participation of the Catalan Government, through the Department of Health and the Department responsible for research.

The IISPV is a Foundation whose purpose is to promote, develop, transfer, manage and disseminate research, scientific and technological knowledge, teaching and training in the field of life and Health sciences, mainly around the Camp de Tarragona and Terres de l'Ebre regions.

The IISPV is considered a research centre in Catalonia, identified as a CERCA centre. According to Article 5 of the IISPV Statutes, the Foundation aims to promote, conduct, transfer, manage and disseminate research, scientific and technological knowledge, teaching and training in the field of life and health sciences, mainly in the area of Camp de Tarragona and Terres de l'Ebre. To this end, it must promote and strengthen relations and the exchange of knowledge between researchers and research groups belonging to the various centres and entities in the biomedical field, which operate mainly in the Tarragona area; it must promote collaboration with other institutions and entities, prioritizing the performance of joint projects; it must raise funds to finance research activities of interest to the said centres and facilities; and it must manage the resources ordered to the research entrusted to it by the various institutions and entities that belong to it.

The IISPV has become an important research centre in the area of biosanitary research and health sciences, conducting research and teaching activities, either directly or through related entities, in order to generate knowledge and technologies of high added value, which benefit society as a whole. The IISPV is also open to collaboration with other public and/or private entities for the performance of specific research projects.

In addition to its own research activities, the IISPV is active in collaborative research projects. Thus, it currently has an agreement for scientific collaboration, industrial and intellectual property, mutual visibility and the assignment of research and teaching activities between the Foundation and Rovira i Virgili University, the Institut Català de la Salut, Sant Joan University Hospital, Reus, and the Institut Pere Mata.

The recent reform of the regulation of public research pushed through upon the approval of the new Law 14/2011, of 1 June, on Science, Technology and Innovation, has had an impact on Intellectual and Industrial Property, establishing the legal framework applicable to this matter in public research centres.

Likewise, with the approval of Law 7/2011, of 27 July, on fiscal and financial measures established by the legal regime of the Research Centres of Catalonia (CERCA), it has established a legal framework applicable to these centres that has allowed to promote research, development and innovation as key elements of the new model of transformation and economic cohesion, with the aim of consolidating Catalonia as a benchmark for the advancement of knowledge and providing these Centres with powers to approve the creation of companies.

Therefore, to advance and promote research activities by the IISPV, it is considered necessary to define an appropriate legal framework for the research activities, both in its generation and exploitation phase.

With this normative text, and in relation to the research staff of the Research Centres as set forth both in the catalogue of duties and rights provided for in Law 14/2011, this regulation aims to achieve a twofold objective: On the one hand, to promote research activity, seeking to increase the necessary legal certainty for the parties involved in the performance of research activities; and on the other, to involve IISPV personnel in these activities, not only recognizing their participation in the development of new knowledge and technologies, but also enabling them to share the profits that can be obtained from the commercial exploitation of the results of their research activities.

Therefore, the Board of Trustees of the IISPV approves these Regulations, which set out the regulation of the results of the research carried out at the IISPV, the rules for its their exploitation and the distribution of the resulting profits.

I. OBJECT AND DEFINITIONS

Article 1. Object and scope

1. The purpose of this regulation is to establish a legal framework governing the following aspects:
 - a) The establishment of the ownership of the results of the research, development, innovation, and transfer activities (hereinafter, R&D&I) carried out by the research staff, either within the framework of the performance of IISPV's own activities or in collaboration with third parties or entities, as well as the procedures to be followed for the protection of the results arising from research by the IISPV.
 - b) The communication of the generation of a new result in the R&D&I activities of the IISPV to initiate protection procedures.
 - c) The establishment of the economic rights arising from the exploitation of the results.
- 1.1. These regulations apply to research staff, collaborating staff and IISPV project fellows, within the framework of their R&D&I and/or teaching activities.

Article 2. Definitions

For the purposes of these regulations, the following definitions shall apply:

- a) IISPV research staff: the IISPV research team that conducts R&D&I and/or teaching activities at the IISPV that obtains results that can be protected in the IISPV.
- b) Collaborating staff: staff outside the IISPV who participate in carrying out R&D&I activities at the IISPV, within the framework of an agreement of affiliation, collaboration, or similar.
- c) IISPV Project Fellows: Persons with an IISPV Project Fellowship who are not considered to be research staff in training, in accordance with the criteria and conditions set forth in the IISPV Fellowship Regulations.
- d) Results: all technology, knowledge, or processes, among others, that have been developed or obtained as a result of R&D&I and/or teaching activities.
- e) Invention: the result that can be protected by an industrial property right, which includes, but is not limited to, patents, utility models, semiconductor topographies and industrial designs.
- f) Work: the result that can be protected by an intellectual property right, which includes, but is not limited to, articles, books, lectures, multimedia works, databases and computer programs (software).
- g) Assignment: The transfer of ownership of a result by the IISPV to a third party.

- h) Transfer: the transfer to a third party of rights over the results, through the assignment or licensing of the rights of use and exploitation over these results.

II. OWNERSHIP OF INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS AND RIGHTS TO EXPLOIT THE RESULTS.

Chapter I. IISPV's own research

Article 3. Results ownership

The IISPV must ensure that the results generated by the research staff, collaborator, IISPV project fellows in the framework of their functions, R&D&I and/or teachers, whether or not they are protected by an industrial or intellectual property right or by industrial secrecy, as part of its assets, in accordance with the applicable regulations.

Article 4. Ownership of industrial property rights

1. IISPV research staff

The IISPV is entitled to the ownership as well as the exploitation rights of the inventions developed by the IISPV research staff as a result of their R&D&I and/or teaching functions at the IISPV, in accordance with the regime established in the current regulations on industrial property.

Unless there is evidence to the contrary, the inventions for which a patent application or other exclusive patent right is filed within the year following the termination of the relationship with the IISPV, are presumed to have been made during the term of this relationship.

2. IISPV Project Fellows

The IISPV Project fellows are entitled to the ownership and exploitation rights of the inventions they have developed in the framework of an activity at the IISPV. In the case of inventions developed by project fellows together with IISPV research staff, ownership, as well as exploitation rights, shall correspond to both the project fellows and the IISPV in the proportions in which the project fellows and the research staff of the IISPV, respectively, have been involved in their achievement.

Article 5. Ownership of intellectual property rights

1. IISPV research staff

The research staff of the IISPV is entitled to the authorship of the works created as a result of their R&D&I and/or teaching functions at the IISPV.

However, the exploitation rights over the works shall fall with the IISPV, in the terms and to the extent provided for in the current legislation on intellectual property, without

prejudice to the specific regimes provided for in Section 3 of Article 5 of the present regulations.

2. IISPV project fellows

IISPV project fellows are entitled to the authorship, as well as the ownership of the exploitation rights, of the teaching work that has been evaluated in the framework of their studies, and of any work that is carried out as part of an activity at the IISPV.

However, the authorship of the works carried out by the project fellows at the IISPV under the direction or coordination of IISPV research staff shall fall with both the project fellow and said IISPV research staff member(s), and the ownership of the exploitation rights shall fall with the project fellow and the IISPV in the proportion in which the project fellow and the research staff of the IISPV have intervened, respectively, in its performance.

This regime shall apply to project fellows at the IISPV, in accordance with its internal regulations.

3. Ownership of intellectual property rights in specific cases

1. Computer programs and computer applications (software)

- a) In the event that the work created by IISPV research staff and in the execution of their R&D&I and/or teaching activities is a computer program or a computer application (software), the ownership of the rights of exploitation shall fall, exclusively, with the IISPV, in accordance with the intellectual property regulations in force.
- b) In the case of a computer program (software) developed collectively on the initiative and under the coordination of the IISPV, the authorship, as well as the ownership of the exploitation rights over the referred work, will fall with the IISPV in the event that the Institute publishes and disseminates it under its name, unless otherwise agreed.

2. Collective works

In the case of collective works, which are those that have been created collectively on the initiative and under the coordination of the IISPV, the authorship, as well as the ownership of the exploitation rights on the referred work will fall with the IISPV, if the Institute publishes and disseminates it under its name, unless otherwise agreed.

3. Databases

Ownership of the exploitation rights on databases whose content selection or arrangement constitute intellectual creations, in accordance with the applicable regulations, and have been created by a member of the IISPV research staff, as a consequence of their R&D&I and teaching functions at the IISPV, shall fall with the

IISPV, except when due to its nature, the Intellectual Property Law establishes the contrary.

Article 6. Acknowledgement of authorship and duty to mention the IISPV

1. The IISPV must respect the right of IISPV research staff and project fellows to be acknowledged as the inventors or authors, as the case may be, of the results they have created, in accordance with the regulations in force regarding matters of industrial and intellectual property.
2. Unless the IISPV expressly opposes, in any work or invention involving IISPV research staff or IISPV project fellows as a direct or indirect consequence of their R&D&I and/or teaching activities at the IISPV, their relationship with the IISPV must be stipulated.
3. The research staff of the IISPV must mention, in a visible way, in any work or dissemination of results (articles, communications, papers, participation in conferences, appearances in the media and, in general, in all manifestations resulting from their research activity), the IISPV's ownership thereof, their link with the IISPV as follows:

<< © Institut d'Investigació Sanitària Pere Virgili, year (...). All rights reserved">>.

Article 7. Transfer of rights by project fellows to the IISPV

1. IISPV project fellows may agree to the transfer in favour of the IISPV of the exploitation rights of the results of which they are title holders, for the IISPV to undertake the tasks of protection and exploitation.
2. This transfer must be regulated by an assignment agreement signed between the IISPV project fellow and the IISPV, which must establish the compensation to which the project fellow is entitled.

Chapter II. Results arising from R&D&I projects in collaboration with third parties

Article 8. Results obtained pursuant to the execution of R&D&I contracts

1. The system of ownership of the rights to the results obtained in the framework of the execution of the R&D&I contract, as well as the distribution of the corresponding exploitation rights arising therefrom, must be provided for in the aforementioned contract. In any case, the contract must respect the rights that may fall with the IISPV and the IISPV research staff under these regulations.
2. The IISPV is the institution in charge of formalizing the R&D&I contracts carried out by IISPV research staff. Public interest and transparency will prevail in research

activities carried out by research staff sponsored by private entities. In this regard, the necessary agreements will be reached in order to protect the intellectual freedom of the research staff, to avoid disproportionate confidentiality commitments or unjustified restrictions on the publication of the results obtained.

Article 9. Results obtained by collaborating staff

1. The ownership of the rights to the results generated by collaborating personnel, as well as the distribution of the corresponding exploitation rights arising therefrom, must be provided for in the contract, and/or an agreement or assignment or collaboration agreement signed between the source entity and the IISPV.
2. In all matters not expressly provided for in the contract, agreement or assignment or collaboration agreement, the rights and obligations applicable to research staff provided for in these regulations shall apply to the collaborating staff.

III. COMMUNICATION AND PROTECTION OF RESULTS

Article 11. Communication of results

1. Any member of IISPV research staff who develops or participates in obtaining a result eligible for protection by the IISPV must notify thereof to the Industrial and Intellectual Property Area of the IISPV.
2. This communication must be made using the form for notifying as to obtaining the result approved by the IISPV, duly completed and signed. The forms can be found in Appendix 1 and/or Appendix 2.
3. The notification form and the attached documentation must be submitted either electronically, by sending an e-mail to the Industrial and Intellectual Property Area of the IISPV, or in person at IISPV facilities.
4. If the notification form submitted does not contain the information and documentation necessary to properly assess the outcome or to initiate legal protection proceedings, the IISPV may require the IISPV research staff to provide such, in accordance with the obligation to collaborate established in Article 15 of the present regulations.
5. The protection of research results arising from collaboration projects with other public and/or private entities will be carried out in accordance with the provisions of the agreement and/or arrangements signed between the collaborating entities.

Article 12. IISPV Scientific Policy and Transfer Committee

1. The IISPV Scientific Policy and Transfer Committee, which is responsible for science policy, research, transfer and innovation (hereinafter referred to as the Committee), is a body whose functions are to:
 - a) Evaluate the new results developed that have been communicated to the IISPV.
 - b) Decide whether or not the IISPV retains the rights to the results and the protection formula and strategy.
 - c) Settle any discrepancy regarding the attribution of the ownership of a result, without prejudice to the procedures established in the current industrial and intellectual property legislation.
 - d) The composition of the IISPV Science Policy and Transfer Committee
 - d.1) IISPV directors
 - d.2) IISPV management
 - d.3) Person linked to the Industrial and Intellectual Property Area of the IISPV appointed by the administrators.
2. If the object of the Committee's functions affects the possible protection and/or assessment of exploitation rights in collaboration with other entities linked to the IISPV (ICS, Sant Joan University Hospital, Reus, Rovira i Virgili University, Institut Pere Mata), a representative appointed by the director will sit on the Committee.
3. In the event of a possible conflict of interest involving a member of the Committee, s/he will be excluded from the committee for such evaluation.

Article 13. Evaluation of results

1. The Industrial and Intellectual Property Area of the IISPV shall evaluate the results and submit to the Committee a proposal for the desirability of protecting the results on behalf of the IISPV, as well as the recommended protection strategy.
2. The Committee, based on the proposal by the Industrial and Intellectual Property Area of the IISPV, shall decide whether the rights to the result are upheld, in accordance with the industrial and intellectual property legislation, current law, or whether it is considered an industrial secret and the right to exclusive use is reserved.
3. If the Committee is unable to meet within two months of the communication of the result, the director of the IISPV shall be empowered to take the decisions provided for in Paragraph 2 of this Article 13 of these regulations, provided that, as soon as the Committee meets, it is informed of such decisions, which it may ratify or review.

Article 14. Management of the protection of the results.

1. If it is agreed to initiate the procedures for the protection of the results on behalf of the IISPV, the IISPV will carry out the management of the necessary procedures to obtain such. The IISPV will be able to collaborate with external professionals to carry do so. The cost of protection is calculated as follows: 70% shall be covered by the IISPV and 30% by the research group.
2. The management of the protection of the results arising from R&D&I projects developed in collaboration with third parties will be carried out in accordance with in the provisions set forth in the agreements and/or contracts signed between the collaborating entities.
3. In the event of the possibility or desire on the part of the IISPV to protect results in other countries, national and/or regional phases were to arise, the IISPV Delegate Committee will determine the whether or not to attend to the protection in these phases and in what percentage will be covered by the IISPV and what percentage will be covered by the research group and/or researcher.

Article 15. Collaboration of authors and inventors.

1. IISPV researchers who have participated in obtaining a result have the obligation to collaborate with the IISPV in all that is necessary for the IISPV to be able to obtain the appropriate protection of the result and its possible transfer.
2. The obligation to collaborate includes the obligation to sign any public or private documents that may be required before any national, state and foreign office competent in matters of industrial and intellectual property (for example, but not limited to, patent and trademark offices, intellectual property registers, etc.) so that the IISPV, as well as the authors or inventors themselves, are listed or become, as the case may be, holders of industrial and intellectual property rights, who are responsible for the outcome and can exercise the rights inherent in such status.
3. IISPV project fellows who have agreed with the IISPV to transfer in favour of the IISPV the exploitation rights on a result in order for the Institute to undertake its protection and exploitation, according to the Article 7, are subject to the same obligations of collaboration as provided for in this Article.

Article 16. Confidentiality and dissemination of results

1. The research staff of the IISPV, as well as any other person who participates in R&D&I and/or teaching activities at the IISPV, must process the information relating to any research carried out in the IISPV environment, confidentially and guarantee such confidentiality, in order to preserve the rights of the IISPV or of third parties who collaborate in these activities.

2. Once the procedure to be followed to preserve the results subject to protection by the IISPV has been defined, IISPV researchers and, where applicable, entities or individuals collaborating with the IISPV, must respect the terms established by the IISPV for disclosing the results and must undertake not to carry out any act of disclosure without the prior authorization of the IISPV, so as not to jeopardize its legal protection.
3. The dissemination, disclosure or public or third-party information of a result that may be protected by any means by researchers and/or entities or individuals collaborating with the IISPV must be communicated to the IISPV in advance. The IISPV may justify its refusal to disseminate or disclose the information.
4. In the acts of public dissemination or disclosure by IISPV research staff, their relationship with the IISPV must be expressly mentioned, in accordance with Section 2 of Article 6 herein, as well as, where applicable, the rights that it may hold over the results subject to dissemination.
5. In the case of R&D&I projects conducted in collaboration with third parties, the IISPV must include in the corresponding contracts and/or agreements the IISPV rules relating to the confidentiality and dissemination of results.

Article 17. Assignment of rights over the results to authors or inventors

1. The IISPV may require its staff participating in research activities to sign, prior to the commencement of the performance of their activities, a contract or similar document establishing the assignment of exploitation rights on the intellectual and industrial property rights that are developed on the occasion of their provision of services in the IISPV environment, or that use its means, infrastructures or resources.
2. Even if no previous document is signed, this will not in any case imply that the IISPV waives its rights provided for in this regulation, and therefore its provisions shall fully apply. Therefore, even if no document is signed, the staff of the IISPV will not hold the ownership of these rights that have been obtained as a result of their employment or contractual relationship, and the provisions of these regulations shall always apply.
3. In the aforementioned document, every attempt shall be made to agree that this assignment will be free of temporal, territorial or material restrictions, according to the provisions of this Section II.
4. In addition, in the event that the IISPV is not interested in owning an international right to or extension of an Industrial Property Right or decides to waive its application or retention, it shall notify its inventors. In the event that they are interested, the IISPV may transfer said rights to them, provided that the applicable regulations so allow.

5. In the event that the IISPV has abandoned or waived its rights in favour of the inventor, he/she may exploit the Research Results commercially provided the commercial activity is not contrary to the guiding principles of the IISPV.
6. Notwithstanding the provisions set out in Paragraph 4 of this Article, in the event that the IISPV has signed a contract with a third party granting a preferential right to ownership of said Research Results in the event of the IISPV waiving or abandoning its rights, the regime provided for in the contract will be followed.
7. For the waiver or abandonment of any Industrial and Intellectual Property right, an express decision by the IISPV Delegate Committee will be required at the request of its director.
8. The IISPV reserves the right to participate financially in the exploitation of the Research Results transferred to the inventors, in accordance with the terms provided for in III herein, both if exploited by themselves and if transferred to third parties. In addition, the IISPV, in any case, reserves the right to use the Research Results for non-commercial purposes through a non-exclusive, non-transferable, and free use licence for Research activities or, as the case may be, for healthcare activities, by entities linked to the IISPV.
9. In the event of waiving rights in favour of the Research Staff, the IISPV may establish the mechanisms it deems appropriate to recover the expenses incurred due to the management, drafting, processing, or maintenance of the corresponding Industrial Property right.

Article 18. Monitoring of results

1. The IISPV shall keep an up-to-date record of the results owned by the IISPV that have been communicated in accordance with the procedure provided for in these regulations.
2. In this record, the following aspects must be monitored:
 - a) Notifications of obtaining results submitted by IISPV research staff, and the communications and requirements arising from the procedure for notification of obtaining the result.
 - b) Establishment of the authors or inventors and the holders of the rights over the results.
 - c) Applications for the protection of results.
 - d) Protected rights granted, establishing its validity and geographical and material scope.
 - e) Transfer businesses, establishing the acquiring person or entity and the conditions of the transfer.

IV. EXPLOITATION OF RESULTS

Chapter I. Determining the formula for exploitation

Article 19. Formulas for exploiting the results

The IISPV may exploit the results commercially in any way it considers most appropriate for the achievement of its aims while ensuring the broadest possible access by society to new knowledge and technologies.

Chapter II. Distribution of profits from the exploitation of results

Article 20. Profit sharing of the exploitation of the results by the research staff.

1. The profits obtained by the IISPV from the commercial exploitation of the Research Results will be shared as follows:
 - a) 33.3% for Research Staff who are considered authors or inventors;
 - b) 33.3% for the IISPV;
 - c) 33.3% to promote and boost R&D&I activities of the Research Groups to which the Research Staff belong.
2. However, for the specific case of publications and articles, the profits obtained from their commercial exploitation shall fall entirely with their authors, provided the amount does not exceed two thousand euros (€2,000). Above this amount, the distribution set out in the preceding paragraphs shall apply.
3. If there is more than one author or inventor, the IISPV will pay the amount corresponding to the profits to each researcher, according to a document written by all interested parties that establishes the contributory percentages of each inventor, or a court or arbitral decision, which shall establish the participation of each of them.
4. The income withheld in favour of the IISPV is considered a fee payable to the Institute. The income retained in favour of the Research Staff and/or group will remain in a project at their disposal in the IISPV for the management of the research.
5. For the purposes of this article, "profits" shall be understood as the amount resulting from the following items:
 - The gross income obtained by the IISPV through the exploitation of the Research Results, including the payments received from the company exploiting them and the income derived from a possible waiver by the joint owners of the Research Results;

- Less a remuneration equivalent to five percent (5%) of the gross income reserved by the IISPV as remuneration for its management activities;
- And less costs directly attributable to the protection, valuation and development of Research Results and management costs (including, but not limited to, expenses for intermediary services, lawyers, patent attorneys, etc.).

In any case, the share-out of the profits provided for in this Article must respect any limitations established in the general regulations applicable to the IISPV and its staff.

Article 21. Revenue obtained from R&D&I projects in collaboration with third parties

1. The share of the profits obtained from the commercial exploitation of the Research Results developed in projects carried out jointly with other public and/or private entities or with external researchers as private individuals, will be determined contractually between the entities involved in the project, and failing that, shall be in accordance with the agreements between the parties, respecting in any case the contribution by the parties to obtaining and protecting the Research Results.
2. The profits obtained by the IISPV from the exploitation of the results arising from these projects shall be shared out in accordance with Article 20 herein.

Article 22. IISPV co-financing of expenses related to the protection or maintenance of patents, the registration of intellectual property, inventions, rights, authorship and other intellectual property-related expenses.

Before entering the national phase of the protection process, the IISPV will collaborate towards the related expenses (barring applications in national phases) according to the following breakdown:

- Financing from the IISPV:
 - 70% the first year
 - 50% in the second and third years.
 - 25% the fourth year.
- From the fourth year onwards, if there is no agreement on exploitation rights, the interest of an investor or national phases are entered, the researcher will be responsible for the maintenance costs.
- From the fourth year onwards, if there is an agreement on exploitation rights, the interest of an investor, or it enters national stages, the IISPV will finance a maximum of 33% of the maintenance costs in accordance with the decision by the delegate committee at the proposal of the IISPV's PPI Committee.

Article 23. IISPV co-financing of expenses related to patent protection, maintenance and other forms of intellectual property in national phases.

As some IISPV patents reach national stages and researchers are calling for continuity in patent maintenance, the implementation of a sustainable funding model may be a mechanism to encourage researcher to innovate and transfer.

The maximum amount to be co-financed by the IISPV would in no case exceed 33% of the total national phase expenditure. However, this percentage could be increased if, at the request of the PPI committee and with the authorization of the delegate committee it is considered appropriate, for reasons in the interest of the Institute, which will be subject to the existence of budgetary availability.

IISPV co-financing requires that the following requirements are met:

- Existence of favourable reports (positive evaluations of external calls, independent external consultants with evaluation and/or due diligence report, others valid for the IISPV PPI committee that demonstrate evidence of a possible interest by a third party)
- Existence of innovation projects, based on the patent and/or working technology in the last three years.
- Emerging or consolidated group with proven scientific capabilities (continued funding in the last 4 years for competitive projects).
- Proven sufficient financial capacity to meet the cost of the national phases by the group in accordance with the estimated budget.

It shall fall with the delegate committee to approve co-financing in national phases at the proposal of the PPI committee (Administrators/Management/PPI Technician).

A maximum annual amount of €25,000 for all requests. This figure may be revised in accordance with the budgetary availability of the Institute and such amendment shall be approved by the delegate committee. This co-financing will be reviewed annually and will require the approval of the delegate committee prior to the report by the PPI committee.

The annual calculation formula is set out below, if the requirements of the previous slide are met,

- Maximum annual co-financing limit for all patents/technology; €25,000/year.
- 80% of the financing (€20,000/year).
 - First €10,000 without any restrictions.
 - From €10,000 to €20,000, the amount will be calculated according to the formula,

- Co-financing equivalent to 50% of the fees retained in favour of the Institute in the last two years linked to the patent subject to co-financing, with a limit of €10,000.
- 20% of the deposit (€5,000), linked to the existence of an agreement with an investor, spin-off, or co-development in reference to the exploitation rights of the patent.
- Maximum co-financing limit per patent, €50,000 in three years
- Maximum unlimited contribution limit €20,000
- Maximum contribution limit linked to fees, (50% fees), €20,000
- Maximum co-financing limit linked to the existence of an agreement with an investor, spin-off, in reference to the exploitation rights of the patent, €10,000, (annual limit €5,000 * 2 years).

The application form for co-financing expenses in national phases must be filled in, Appendix 3.

V. FINAL PROVISIONS

One. Entry into force

1. These regulations will enter into force on the day following their approval by the Board of Trustees of Fundació Institut d'Investigació Sanitària Pere Virgili.

Two. Transitional provision

1. The rights and duties set out in these regulations will, from the entry into force of the regulations, be applicable to all research activities carried out by the IISPV, both before and after their entry into force, without prejudice to the regulation of the distribution of the profits arising from the exploitation of the Research Results will only be applied to income obtained after the entry into force of this regulation.

**REGULATIONS GOVERNING THE INDUSTRIAL AND INTELLECTUAL
PROPERTY OF INSTITUT D'INVESTIGACIÓ SANITÀRIA PERE VIRGILI**

IISPV Board Of Trustees, 21 December 2020

Annex 1

APPLICATION FOR REGISTRATION IN THE INTELLECTUAL PROPERTY REGISTER

Contact person during the processing of the application:

First and last name:

Department/Centre/Research Group:

Phone: email:

1.- TITLE OF THE WORK

2.- AUTHOR DETAILS

Authors of the IISPV:

First and last name	Academic category	Department/Centre/Group	% Authorship
1.			
2.			
3.			
Total % IISPV authorship			

Collaborators belonging to other entities:

First and last name	DNI	Entity	% Authorship
4.			
5.			
6.			

A co-ownership agreement exists between the parties: Yes No

Signature of all authors

Date:

1.	2.	3.
4.	5.	6.

3.- DEGREE OF DISSEMINATION OF THE WORK

Has the work been disseminated? Yes No

If so, indicate: date and place of disclosure

4.- TYPE OF WORK

Is it a computer program? Yes No

5.- THE COMPUTER PROGRAM IS THE RESULT OF:

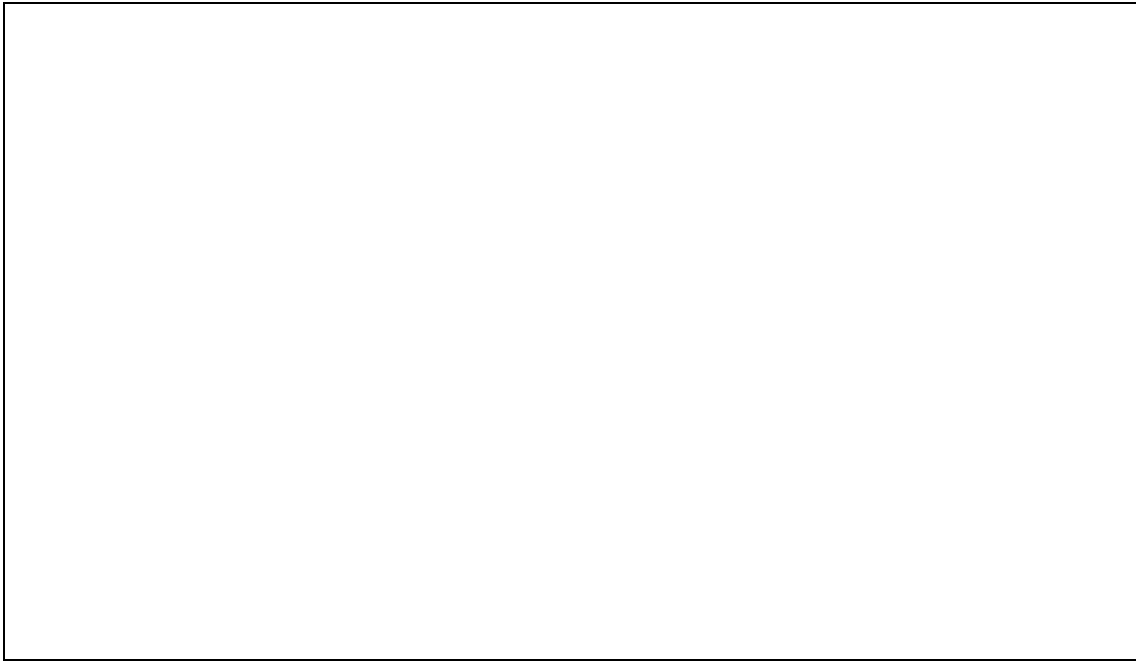
- A research project.
- A research contract (*cite company name*).
- A research project with business participation (*quote project code, financial institution and company*).
- Others.

6.- DATA OF THE WORK

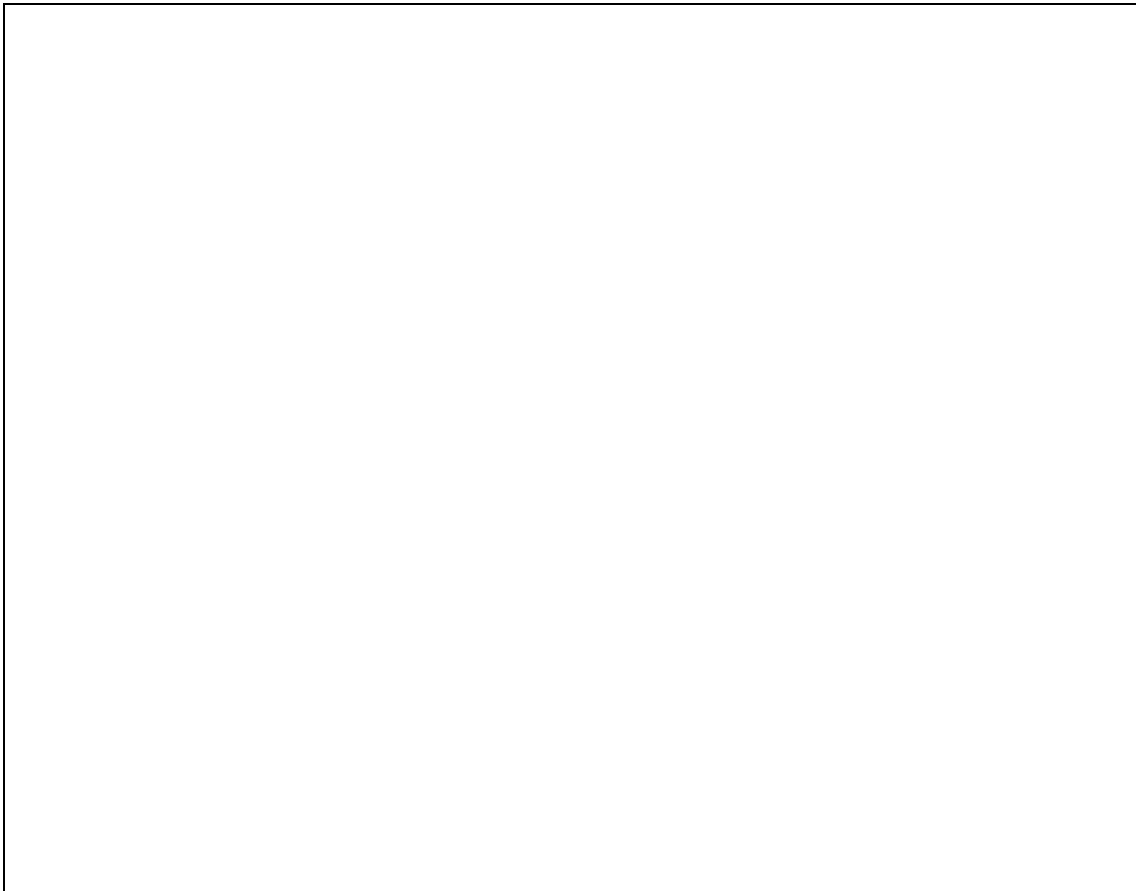
Language in which it is written and environment:

Title of all programs it contains:

Application summary



Application diagram



The source code of the program must be provided with this form. It can be printed on paper and bound, or on a CD. In this case, the code must be open, that is, not encoded, nor compressed, nor encrypted, etc., so that the CD is inserted and read directly as if it were on paper.

A work executable file must also be submitted. This executable file should be self-running, meaning that it does not need to be installed on our hard drive, nor does it require any special program to view it. Put the CD in the disk drive, and it will automatically boot. If this is not technically possible, it can be replaced by a user manual, which indicates clearly and in detail how the application works, what it does, how it is used, etc., attaching screenshots that allow visualizing the program. This manual must be bound.

7.- OPERATION AND MARKETING OF THE COMPUTER PROGRAM

It is considered that the commercial success of the computer program would be:

High Medium Low

Have any companies been contacted for its possible exploitation?

YES NO

If so, with which one(s)?

If not, or if appropriate, please answer the following question:

Do you know any companies that might be interested?

YES NO

Could you indicate which one(s)?

The computer program market is:

Exclusively national.

International (check):

USA. Europe Japan North America

Africa Australia Others:

Appendix 2

APPLICATION FOR THE PROTECTION OF RESEARCH, INNOVATION AND TECHNOLOGY TRANSFER RESULTS

Contact person during the processing of the application:

First and last name:

Department/Centre/Research Group:

Phone:

e-mail:

1.- TITLE OF THE INVENTION:

2.- DETAILS OF APPLICANTS:

IISPV Inventors:

First and last name	DNI	Research group	% Authorship
1.			
2.			
3.			
			Total % IISPV authorship

Collaborators belonging to other entities:

First and last name	DNI	Entity	% Authorship
4.			
5.			
6.			
			Total %

A joint ownership agreement exists between the parties: Yes No

Signature of all inventors

Date:

1.	2.	3.
4.	5.	6.

PATENTABILITY EVALUATION

The data requested below are merely indicative to the IISPV on the patentability of the invention and enable streamlining procedures. Please try to answer the sections you can and leave the ones you can't answer blank, to fill them in together with the IISPV's industrial and intellectual property officer.

3.- OBJECT OF THE INVENTION

Please define the result (choose one or more options):

- A new product (consider 'product' in a general sense).
- A new invention procedure.
- Upgrading an existing product.
- Improving an existing process.
- An idea.
- A new or improved service.

4.- ORIGIN OF THE INVENTION

The invention is the result of:

- A research project.
- A research contract (*quote company name*).
- A research project with business participation (*quote project code, funding body and company*)
- Others (specify)

5.- GENERAL DESCRIPTION OF THE INVENTION

Briefly describe (maximum 300 words) the object of the invention, what it consists of, what technical problem it solves and what advantages it contributes with respect to the state of the art.

Keywords for database searches (in Spanish and English):

Spanish:

English:

6.- APPLICATIONS OF THE INVENTION

Briefly describe the industrial applications of the invention and clearly indicate the problem the device or procedure of the invention solves (maximum 200 words).

Target sectors (indicate both the sector that could produce it and the sector that would use it):

SECTOR	Production	Use
0. Agriculture.....	<input type="checkbox"/>	<input type="checkbox"/>
1. Extractive and oil industries.....	<input type="checkbox"/>	<input type="checkbox"/>

- | | | |
|---|--------------------------|--------------------------|
| 2. Food, drinks, tobacco..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Textiles, clothing, leather and footwear..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Wood and cork..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Paper, publishing, graphic arts and reproduction..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Chemistry and pharmacy..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Rubber and plastic materials..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Miscellaneous non-metallic mineral products..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Metallurgy and manufacture of metal products..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Mechanical machinery and equipment..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Electrical, electronic and optical material and equipment.. | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Transport equipment..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Various manufacturing industries. Recycling..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Energy and water..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Construction..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Trade and hospitality..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Transport and communications..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Real estate, rentals and business services..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. Public, social and collective services..... | <input type="checkbox"/> | <input type="checkbox"/> |

Please list alternative products to your invention that already exist on the market today:

Indicate the technical advantages of the invention over the aforementioned products (maximum 100 words).

The invention is considered new because:

- Nothing similar has been found in patent databases.
- Nothing similar has been found in the scientific literature consulted.
- Nothing similar has been found in a full search report.

7.- DEGREE OF DEVELOPMENT OF THE INVENTION

Choose from these options the one or the ones closest to the degree of development of the invention:

- It has been performed exclusively in the laboratory.
- A pilot test has been performed.
- There is a prototype prepared for development and marketing.
- A number of developments are required for its commercialization or industrial implementation.

In the event that it is necessary to carry out its development for commercial exploitation, it would involve:

- High Medium Low

technical difficulty;

- High Medium Low

financial cost.

8.- DEGREE OF DISSEMINATION OF THE INVENTION

Has the object of the invention been previously disseminated?

- YES NO

If so, indicate means of dissemination, date and content (Thesis, publications, conferences,...)

9.- EXPLOITATION AND MARKETING OF THE PATENT

It is considered that it would be a product (procedure) with possibly:

High Medium Low

commercial success.

Have you contacted any companies for possible exploitation?

YES NO

If so, with which one(s)?

If not, or if appropriate, please answer the following question.

Do you know any companies that might be interested?

YES NO

Could you indicate which one(s)?

The patent market is:

Exclusively national.

International (check):

USA. Europe Japan North America

Africa Others

Appendix 3

APPLICATION FOR THE CO-FINANCING OF EXPENSES IN NATIONAL PHASES

Please fill in the boxes in grey, the boxes in yellow will be filled in by the IISPV

Contact person during the processing of the application:		
First and last name:		
Principal Investigator:		
Research group:	Emerging Group	Consolidated Group
Phone:	e-mail:	

1.- PATENT/INVENTION TITLE:

2.- DETAILS OF APPLICANTS:

IISPV:

First and last name:	Research Group	% Authorship
1.		
2.		
3.		
Total % IISPV authorship		

Other Entities:

First and last name:	DNI	Entity	% Authorship
4.			
5.			
6.			

There is a joint ownership agreement between the parties: Yes No

Signature of all applicants

Date:

1.	2.	3.
4.	5.	6.

**3.- GENERAL DESCRIPTION OF THE INVENTION, RESEARCH ON WHICH
THE PATENT IS BASED**

Briefly (maximum 300 words) describe the object of the invention, what it consists of, what technical problem it solves and what advantages it contributes with respect to the state of the art.

--

4.- APPLICATIONS OF THE INVENTION

Briefly describe the industrial applications of the invention and clearly indicate the problem solved by the device or procedure of the invention (maximum 200 words).

The invention is considered new because:

- Nothing similar has been found in patent databases.
- Nothing similar has been found in the scientific literature consulted.
- Nothing similar has been found in a full search report.

5.- EXPLOITATION AND MARKETING

It is considered that it would be a product (procedure) with possibly:

- High Medium Low

commercial success.

Have you contacted any companies for possible exploitation?

- YES NO

If so, with which one(s)?

If not, or if applicable, please answer the following question

Do you know any companies that might be interested?

- YES NO

Could you indicate which one(s)?

The patent market is:

- Exclusively national.
- International (check):
 - USA. Europe Japan North America

Africa

Others

6.- TARGET SECTORS (INDICATE BOTH THE SECTOR THAT COULD PRODUCE IT AND THE ONE THAT WOULD USE IT):

SECTOR	Production	Use
0. Agriculture.....	<input type="checkbox"/>	<input type="checkbox"/>
1. Extractive and oil industries.....	<input type="checkbox"/>	<input type="checkbox"/>
2. Food, drinks, tobacco.....	<input type="checkbox"/>	<input type="checkbox"/>
3. Textiles, clothing, leather and footwear.....	<input type="checkbox"/>	<input type="checkbox"/>
4. Wood and cork.....	<input type="checkbox"/>	<input type="checkbox"/>
5. Paper, editing, graphic arts and reproduction.....	<input type="checkbox"/>	<input type="checkbox"/>
6. Chemistry and pharmacy.....	<input type="checkbox"/>	<input type="checkbox"/>
7. Rubber and plastic materials.....	<input type="checkbox"/>	<input type="checkbox"/>
8. Miscellaneous non-metallic mineral products.....	<input type="checkbox"/>	<input type="checkbox"/>
9. Metallurgy and manufacture of metal products.....	<input type="checkbox"/>	<input type="checkbox"/>
10. Machinery and mechanical equipment.....	<input type="checkbox"/>	<input type="checkbox"/>
11. Electrical, electronic and optical material and equipment..	<input type="checkbox"/>	<input type="checkbox"/>
12. Transport material.....	<input type="checkbox"/>	<input type="checkbox"/>
13. Miscellaneous manufacturing industries. Recycling.....	<input type="checkbox"/>	<input type="checkbox"/>
14. Energy and water.....	<input type="checkbox"/>	<input type="checkbox"/>
15. Biomedicine.....	<input type="checkbox"/>	<input type="checkbox"/>
16. Trade and hospitality.....	<input type="checkbox"/>	<input type="checkbox"/>
17. Transport and big data communications.....	<input type="checkbox"/>	<input type="checkbox"/>
18. Real estate, rentals and business services.....	<input type="checkbox"/>	<input type="checkbox"/>
19. Public, social and collective services.....	<input type="checkbox"/>	<input type="checkbox"/>

Please list the alternative products to your invention that already exist on the market today:

--

7.- DEGREE OF DEVELOPMENT OF THE INVENTION

Choose, from these options, the one or ones closest to the degree of development of the invention:

- It has been performed exclusively in the laboratory (study conducted only on an experimental level)
- Pilot test has been performed (extended study: design of prototypes; human studies, etc.)
- There is a prototype prepared for development and marketing.
- A number of developments should be carried out for its marketing or industrial implementation.

In the event that it is necessary to carry out its development for commercial exploitation, it would involve:

High Medium Low

technical difficulty;

High Medium Low

financial cost.

8.- DEGREE OF DISSEMINATION OF THE INVENTION

Has the object of the invention been previously disseminated?

YES NO

If so, indicate means of dissemination, date and content (Thesis, publications, conferences,...)

The information requested below is required so that the IISPV can submit a co-financing proposal to the delegate committee. Please try to answer the sections that you can and leave blank the ones that you do not know how to answer to fill them together with the IISPV industrial and intellectual property officer.

Fulfilment of the requirements for Co-financing of the IISPV in national phases

Answer YES or NO

- 1- Existence of favourable reports, (positive evaluations of external calls, independent external consultants with evaluation report and/or due diligence, others valid for the IISPV PPI committee that show evidence of a possible interest of a third party)

If YES, describe the favourable reports,

- 2- Existence of innovation projects, based on the patent and/or work technology in the last three years:

If YES, please specify the innovation projects, Title, IISPV code, Funder

Emerging or consolidated group with proven scientific capabilities (continuous funding in the last 4 years for competitive projects)

If YES, please specify the innovation projects, Title, IISPV code, Funder

- 3- Proven sufficient financial capacity to meet the cost of the national phases by the group in accordance with the estimated budget.

Amount of available group resources,

Other group resources,

