



**Moholy-Nagy University of Art and Design**

**Intellectual Property Management Policy**

**2021**

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Moholy-Nagy University of Art and Design's Intellectual Property Management Policy is defined as follows, based on Act CCIV of 2011 on National Higher Education, Act LXXVI of 2014 on Scientific Research, Development and Innovation, moreover the Moholy-Nagy University of Art and Design's Organisational and Operational Regulations (hereinafter "OOR"):

## CHAPTER I GENERAL PROVISIONS

### **Section 1** **Purposes**

The purpose of this Intellectual Property Management Policy (hereinafter "**Policy**") is to:

- Use the tools of creativity to facilitate promoting a people-centred future and sustainable development
- Encourage students, researchers, educators and others who create intellectual property works subject to the Policy (hereinafter collectively "**Creator**") at Moholy-Nagy University of Art and Design (hereinafter the "**University**") to create Intellectual Property Works
- Provide, as the principal rule, Students the right of determination regarding the works and Intellectual Property Works they create in the context of their education and learning activity, at the same time requiring them to indicate their affiliation with the University
- Provide for the acquisition, by the University, of rights relating to Intellectual Property Works beyond the scope of works and Intellectual Property Works that students create in the context of their education and learning activities
- Ensure that Intellectual Property Works are adequately protected by law/Intellectual Property Rights Protection
- Facilitate the effective valuation and registration of Intellectual Property Works created by the University's Creators in the course of their creative work
- Promote the appropriate use and continued development of Intellectual Property Works
- Lay down core principles for the transfer/vesting, exploitation and licencing of Intellectual Property Works and Intellectual Property Rights, and the basic framework for contractual relations with the University's external partners
- Determine the remuneration of educators, researchers, other Creators and the way they will share in the revenues from the exploitation and sale of Intellectual Property Works and Intellectual Property Rights.

## **Section 2 Principles**

(1) The University will give priority support to the creation of Intellectual Property Works, moreover to initiatives promoting that and a mindset of intellectual property awareness taking root.

(2) The University supports the creation and exploitation of Intellectual Property Works through

- (a) rules relating to the valuable rights of or remuneration for Intellectual Property Works,
- (b) education—both legal and business-related—on intellectual property and innovation, furthermore, information and advisory services and measures to raise awareness about intellectual property,
- (c) brokering opportunities for cooperation with the business community,
- (d) other services as the University may determine at its discretion.

(3) The University will recognise and support its educators, researchers and other Creators who create Intellectual Property Works by providing financial and non-financial incentives, including awards, moral recognition, moreover taking achievements related to Intellectual Property Works into account for career advancement. Responsibility for establishing, maintaining and updating policies on moral recognition, career advancement and performance-driven pay related to Intellectual Property Works will lie with the University's Head of HR.

(4) Persons subject to this Policy shall be required to exercise critical diligence and pursue particular cooperation with the University and with each other in implementing the purposes and spirit of this Policy, including in particular confidentiality, drafting accurate and complete documentation, the prompt and efficient handling of affairs, moreover enhanced cooperation in the protection and exploitation of Intellectual Property Works and Intellectual Property Rights, including the provision of information and the signing of necessary documents.

## **Section 3 Definition of Basic Concepts**

**Intellectual property work** means a work or technical solution

- (a) which is suitable for being the subject of industrial property rights protection (invention, utility model, design, plant species, topography) or
- (b) which is protected by copyright or is performance under related rights (in particular: sound recordings, cinematographic works, databases), furthermore
- (c) proprietary information (know-how) protected by the Act on the Protection of Trade Secrets.

**Intellectual property rights:** Legal protection for intellectual works and certain performances, indications (trademarks and geographical indications) under copyright and industrial property law and, for proprietary information, under the Act on the Protection of Trade Secrets, furthermore, protection under law in as provided in directly applicable European Union acts and international conventions, thus in particular:

- (a) industrial property rights protection (patent, utility model protection, design protection, plant variety right, topography protection), including applications for protection pertaining to such,
- (b) copyright protection and protection under related rights,
- (c) protection of proprietary information (know-how),
- (d) trade mark protection, including applications for protection pertaining to that.

**Copyright** protection covers all individual and original works of literature, science and art, regardless of whether or not specified by law, and in particular the following:

- literary (e.g. professional literature, scientific, journalistic) works,
  - computer programming and the corresponding documentation (hereinafter “Software”),
  - cinematographic and other audio-visual works (hereinafter collectively “Cinematographic Works”),
  - works created by drawing, painting, sculpture, engraving, lithography or other similar means, and their design drawings,
  - photographic artwork,
  - map works and other cartographic works,
  - architectural works and their design, and the combined design of building complexes and urban planning ensembles,
  - technical facility designs,
  - works of applied arts and their designs,
  - costumes, sets and their designs,
  - industrial design artwork,
  - databases qualifying as anthological works,
- provided that such are not excluded from protection.

**Copyright work:** works, creations subject to copyright protection, and works, creations, performances protected by copyright related rights (in particular, databases).

**Patentable invention:** All new inventions, in any field of technology, that are based on the pursuit of inventing and susceptible of industrial application are patentable, provided that they are not excluded from protection. The following, in particular, are not considered inventions (excluded only to the extent that their protection is claimed solely in that capacity):

- discoveries, scientific theory and the mathematical method,
- creations of aesthetics,
- plans, rules or procedures applicable to intellectual activity, games, business operations, and computer programs,
- the display of information.

**Utility model:** A solution for the configuration, construction, arrangement of the components of an article. Equipment and a system consisting of multiple devices which are interconnected also constitute a utility model.

A configuration, construction or arrangement of parts of an article may be given **utility model protection** if it is based on a new inventive step and is susceptible of industrial application; provided that it is not excluded from protection.

**Design:** The appearance of the whole or a part of a product resulting from the external characteristics of the product itself or of its ornamentation, in particular the design, contours, colours, shape, surface or the materials used.

**Design protection** may be granted to all new and individual designs, provided that they are not excluded from protection.

**Proprietary information (know-how):** Technical, economic or organisational knowledge, solutions, experience or a compilation thereof, which constitute trade secret and which are recorded using identifiable means.

**Author:** The natural person who created the work. Copyright is inherently due to the author.

**Creator:** The natural person who creates an intellectual property work, in particular the inventor of the invention, the author of Copyright Work and the developer of know-how.

**Industrial property work through service obligation:** An employee's invention, plant variety, utility model, design, topography, where the employee's obligation arising from employment involves developing solutions or creating a topography within the scope of inventions or plant varieties or utility models or designs.

**Employee's industrial property works:** An invention, plant variety, utility model, design or topography of an employee who, without this being their obligation arising out employment, develops an invention or a plant variety or a utility model or a design whose exploitation falls within the scope of their employer's activities. The University may only exploit an Employee's Industrial Property Work consistently with the Creator's right of disclosure.

**Licence:** A permit that grants the right to exploit, utilise or use in relation to an Intellectual Property Work or Intellectual Property Rights or a licence for exploitation, utilisation or use.

**Knowledge Transfer Office:**The University's centre for Intellectual Property Works and Intellectual Property Rights, as regulated in Section 33 hereunder.

**Innovation Board:**The University's decision-making and proposing body in relation to Intellectual Property Works and Intellectual Property Rights, as regulated in Section 34 hereunder.

## **Section 4**

### **Scope of Application of the Policy**

(1) The **personal scope** of this Policy covers the following:

- a) Students subject to student status with the University, including in particular the following forms of education: undergraduate programme (BA), master's programme (MA), doctoral programme, specialised continuing education; furthermore, to persons in a contractual relationship with the University for adult education; moreover students and visiting students studying at the University in the context of an Erasmus or other programme
- b) Persons in employment at the University
- c) All natural persons in employment at or subject to other legal relationships for employment or under civil law with the University, in particular educators, researchers, external lecturers, furthermore visiting researchers and research scholarship grantees holding university titles
- d) Economic operators pursuing research and development and/or innovation and/or educational activities and/or creating Intellectual Property Works at the University in the context of a relationship under civil law
- e) Exploiting undertakings established by or with the participation of the University for the exploitation of an Intellectual Property Work or Intellectual Property, moreover other legal entities established by the University or such that operate with its participation or other legal entities exploiting an Intellectual Property Work or Intellectual Property Rights, and persons in employment at or subject to other legal relationships for employment or work—including those under civil law
- f) All organisation units of the University
- g) All natural or legal persons or entities and bodies not listed above, regarding whom/which this Policy establishes rights and/or obligations or who/which acknowledge this Policy as binding by a specific written declaration.

(2) The **functional scope** of this Policy covers the following:

- a) All Intellectual Property Works and Intellectual Property Rights generated, created or developed by a person subject to this Policy in the course of or in connection with an activity pursued by that person based on or in connection to their legal relationship with the University—in particular: teaching, research, artistic creation—with the proviso that this Policy has to be applied to trademarks and other indications if they are directly related to the Intellectual Property Works and Intellectual Property Rights under this clause
- b) All other Intellectual Property Works and Intellectual Property Rights whose valuable rights and interests or Licensing Rights have been acquired by the University from third parties, whether free of charge or for consideration, under a contract.



## CHAPTER II STUDENTS' INTELLECTUAL PROPERTY WORKS

### **Section 5 General Rule: Student Determination**

(1) Persons with BA, MA and doctoral student status at the University, furthermore, persons enrolled in specialised training, furthermore, persons enrolled in adult education without student status under a contractual relationship, furthermore, students and visiting students studying at the University within the framework of Erasmus or other programmes (hereinafter collectively “**Student**”), will be due—in respect of Intellectual Property Works created during or in connection with their studies, in the context of their student status, specialised education or other legal relationship (in particular BA and MA semester examination works, final examination/diploma works, master thesis works, theses)—the moral rights related to the respective Intellectual Property Works, moreover the valuable rights and interests related to the respective Intellectual Property Works (in particular exclusive rights of utilisation, exploitation, use the right to license the same), except in the cases provided for in Section 6, Section 7 and Section 8 hereunder.

(2) Proprietary rights of the copies (e.g. prototypes) of the creations or works subject to this Section 5 will be due the Students, however, Students shall be obliged to make the copies available to the University for exhibition purposes during the two (2) years from creating the creation or work, if the University so requests.

### **Section 6 Acquisition of Rights By the University**

(1) By way of derogation from the provisions of Section 5, the valuable rights and interests related to Intellectual Property Works created by a Student will be due and will be acquired by the University, and all Students shall be obliged to transfer all valuable rights and interests in the Intellectual Property Work to the University, or, if the transfer of valuable rights and interests is excluded by law, the Student will transfer utilisation rights to the fullest extent permitted (i.e. particularly so that such will be: exclusive, for all modes of utilisation—including adaptation, unlimited, without territorial limitation, for the entire term of protection, assignable to third parties), or shall be required grant license to the University where

(a) the Intellectual Property Work is created in the course of or in connection with the following:

(aa) activities pursued under a contract the University concluded with a third party or

(ab) activities supported by a tender grant, or

(ac) other—in particular research—project activities, as specified by the University,

and in the context of which the University is obligated to acquire the valuable rights and interests or rights of utilisation, use, exploitation pertaining to the obtained results, or the acquisition of such rights for the University is warranted per the University's decision at its discretion, or

- (b) the Intellectual Property Work was created in the context of employment or a civil-law relationship with the University in addition to the student status or training relationship, or
- (c) all cases not listed above, but where the Student is involved in respect of any of the contracts entered into by the University that are regulated in Section 27 hereunder, or
- (d) Students participate in other project work not subject to points a) to c) above.

(2) In the cases subject to Section 6(1), before the start of the activity, the head of the department responsible for the activity or project will be responsible for informing the Students, including by displaying it in a prominent place in the Neptun system, that Section 6 hereunder will apply to the activity and not Section 5 hereunder, and in the light of this information the Students may decide whether or not to participate in the activity.

(3) If the Student participates in an activity subject to Section 6(1), the University and the Student shall be required, before the commencement of the activity, to enter into a written contract which will provide in particular for

(a) transferring to the University the valuable rights and interests in the Intellectual Property created by the Student and/or granting to the University the broadest permissible scope of use (in particular: exclusive rights of use for all uses, including adaptation, unlimited, without territorial limitation, for the entire term of protection, assignable to third parties) [see Section 6(1)]; and

b) appropriate compensation, remuneration or express waiver of rights, as necessary; and

c) the Student's non-disclosure obligation;

d) the conditions of use of the University's infrastructure and resources by Students.

(4) The Student may not participate in any activity subject to Section 6(1) without a Contract within the meaning of Section 6(3). The head of the department responsible for the activity or project will be responsible for ensuring that the contract pursuant to Section 6(3) is concluded with the Student before the project or activity commences.

(5) In cases subject to Section 6(1), the University Innovation Board may, at its discretion, decide not to claim or not to claim in full the valuable rights and interests and/or rights of use of the resulting Intellectual Property, provided that this does not conflict with any legal, contractual or tender obligation. The terms and conditions in this regard will be governed by the contract under Section 6(3).

(6) In cases subject to Section 6(1), the Student will have the right to communicate, publish, disclose or publish their work (including in particular the Student's own website, portfolio, social media platforms, other on-line and off-line platforms and methods, including in particular publication, exhibition) to others only with the prior written permission of the University. The additional terms and conditions in this regard will be governed by the contract under Section 6(3).

(7) The University will be entitled to the ownership of the copies (e.g. prototypes) of the creations and works subject to Section 6(1).

(7) With regard to the activities subject to this Section 6(1) and the contracts under Section 6(3), the provisions of Chapter III of this Policy shall apply mutatis mutandis to the Student (e.g. where the Student enters into employment with the University or concludes a separate civil-law contract with the University in respect of an individual project). Sections 15 to 16 of this Policy will apply mutatis mutandis to the Students subject to Section 6.

### **Section 7**

#### **Specific Agreement Between the University and the Student**

(1) The Student and the University may voluntarily enter into a different agreement in respect of Intellectual Property Works subject to Section 5. A different agreement may be concluded in particular if the Student's Intellectual Property Work under Section 5 can be used by the University or if the University wishes to use it itself or through a third party and/or if the University supports certain Students in the context of a grant application, and in particular in the case of doctoral theses.

(2) In the cases subject to Section 7(1), the Student and the University will enter into a written contract, in which it will be necessary to regulate in particular the transfer, provision, fees, remuneration and the sharing of the revenues of valuable rights and interests and/or utilisation, exploitation, use rights related to Intellectual Property Works to the University, as well as the provisions on confidentiality. The acquisition of rights by the University may be exceptionally waived, subject to a decision of the Innovation Board, if justified based on all the circumstances of the case.

(3) In cases subject to this Section 7, Section 15 to 16 of this Policy will be applicable mutatis mutandis to the Students.

### **Section 8**

#### **Specific Agreement Between the Student and a Third Party**

By way of derogation from the provisions of Section 5, if this does not violate any legal regulation or this Policy or any other Policy or contract, the provisions of the grant agreement between the Student and a third party shall prevail in respect of Intellectual Property Works created under such a grant agreement, provided that the Student shall inform the University, in writing, of the conclusion of such agreements in advance. It will be the Student's own responsibility to ensure that the grant agreement is not contradictory to this Policy.

### **Section 9**

#### **Mandatory Indication of University Affiliation**

(1) If a student does the following in any way, during their studies at the University, and for an unlimited period of time after the termination of their student status, in accordance with the provisions of Section 9(4), regarding any creation, work, Intellectual Property Work

created by them in the course of their studies at the University, particularly works and creations under Section 5

(a) share, display, feature or publish it on an online platform (including, in particular, on their own website, blog, any social media platform, as well as on third party online platforms); and/or

(b) in any other way communicate or disclose it to any person (in particular: include it in exhibitions, festivals, include it their portfolio, include it in a publication, present it at exhibitions, conferences, trade shows, festivals, professional competitions, study competitions, and publish or make it available in any other way)

the Student shall be required to always indicate that the given creation, work or Intellectual Property Work was created during the period of study at the University, and must clearly indicate the name(s) of the collaborating teacher(s), if any.

(2) The Student shall be required to comply with their obligation under Section 9(1) by clearly indicating the following wording in Hungarian or English:

“Ezt az alkotást [Hallgató neve] a Moholy-Nagy Művészeti Egyetemen (MOME) [oktatók neve] közreműködésével hozta létre [évszám] évben.”

“This work was created by [name of student] at the Moholy-Nagy University of Art and Design (MOME) with assistance from [name of teacher] in the year [number].”

(3) Students will only have the right to communicate, publish or disclose information under Section 9(1) if they are not prevented from doing so by non-disclosure.

(4) The obligation set out in this Section 9 will be imposed on the Student during the period of their student status and for an unlimited time thereafter.

(5) The University will have the right to establish additional regulations regarding the indication provided for in this Section 9, in particular with regard to the particulars of the genre and the particulars of the various media and channels.

## **Section 10**

### **Notification Obligation for Students**

(1) All Students shall notify the University of all Intellectual Property Works created under Section 5 of the Policy in connection with their student status at the University, within eight (8) days of their creation. The professional lead concerned or the person responsible for the project will be responsible for ensuring that the notifications are made to the Knowledge Transfer Office, at least on a monthly basis, in accordance with the content of Section 35(2) of the Policy, using the notification form included in *Annex 1* to this Policy.

(2) The Departmental Managers and the administrative staff of the University shall be obliged to assist the topic supervisor concerned or the person responsible for the respective project in the preparation of the notification forms pursuant to this Section 10, consultation with the Students, and filing of notifications to the Knowledge Transfer Office.

(3) Students shall be obliged to cooperate fully in preparing the notifications under this Section 10.

## **Section 11**

### **The University's Limited Right of Use**

(1) The University will have the right to use, free of charge and without limitation in time and space, and on a non-exclusive basis, all Students' every creation, work and Intellectual Property Work subject to this Policy; in particular, creations, works, Intellectual Property Works subject to Sections 5 to 7, or, depending on the circumstances of the respective case, extracts or photographs or videos thereof

(a) on the University's website, social media platforms, in the University's electronic and printed publications, brochures and any advertisements, as well as in any third party on-line and printed publications, platforms, programmes and in any other way for promotional, marketing, educational purposes,

(b) at exhibitions, conferences, trade shows, festivals, professional competitions, study competitions and any other similar events for promotional, marketing and educational purposes,

(c) in the educational activities of the University,

(d) in the University's Intellectual Property Register (Section 35) to reproduce, distribute, transmit to the public, display, perform, exhibit or otherwise use and, within this framework, grant to third parties the right to use.

(2) The Students shall grant the rights of utilisation provided for in Section 11(1) to the University free of charge, without any claim for payment of consideration, and the Students expressly waive their right to remuneration.

(3) If the Student wishes to obtain industrial property rights protection for their creation, work or Intellectual Property Work under Section 5 or Section 8, or wishes to keep their work secret, they shall inform the University's Knowledge Transfer Office (KTO), in which case the University will have the right to exercise the rights provided for in Section 11(1) in a manner whereby

(a) it does not compromise the obtaining of industrial property protection; and/or

(b) consistently with Students' interest to keep the creation, work, Intellectual Property Work confidential and in a manner that does not infringe any trade secret.

With respect to works and creations under Section 6 and Section 7, the decision on acquiring protection and maintaining secrecy will be made by the University, unless expressly agreed otherwise in writing, and the Innovation Board will make the decision on behalf of the University.

**Section 12**  
**Restricting Access to Works**

If, in connection with a paper, essay, examination work, diploma work, master's work, thesis or dissertation (hereinafter collectively "**Work**") required to satisfy any academic or examination obligation, confidentiality for the contents of the Work is warranted on account of suitability for industrial property rights protection and/or keeping it secret, then

(a) if the valuable rights and interests of the Intellectual Property Work belong to the Student, the supervisor or the consultant shall, at the request of the Student, request confidential treatment of the Work in accordance with the Student's request, until the publication of the application for industrial property rights protection at the latest;

(b) in other cases not subject to point (a) above, the supervisor or the supervisor will, taking into account the Student's opinion, initiate confidential treatment, at the latest until the publication of the industrial property application.

CHAPTER III  
RULES GOVERNING PERSONS EMPLOYED BY THE UNIVERSITY OR EMPLOYED  
SUBJECT TO OTHER LEGAL RELATIONSHIPS FOR EMPLOYMENT OR UNDER  
CIVIL LAW

CHAPTER III.1  
GENERAL RULES

**Section 13**  
**General Rules**

(1) The provisions of this Chapter III will apply to all persons who are not students, including in particular those employed in an employment or other occupational relationship, under a civil law contract, in particular lecturers, researchers and contributors of the University.

(2) The persons specified in Section 13(1) shall, based on their legal relationship with the University, and in connection therewith, be obliged to

(a) to fully document the activities and processes in the course of carrying out research and development, innovation tasks, projects and the creation of Intellectual Property Works;

(b) disclose, communicate, notify and deliver the created Intellectual Property Work to the University without delay;

(c) cooperate with the designated department by providing the necessary information in the framework of the notification procedure;

(d) facilitate the professional basis for responsible managerial decision-making;

(e) actively participate in any protection and exploitation procedures and actions.

(4) Certain rights and obligations contained in the Policy, having particular regard to the provisions relating to confidentiality, Intellectual Property Works and Intellectual Property Rights, will survive the termination of the legal relationship with the University indefinitely.

(5) Persons who have no student status or are not employed by the University, in particular contributors who are in a contractual relationship with the University in connection with individual projects and contracts regulated in Section 27, (see in particular the provisions of Section 21 and Section 24 of the Policy), furthermore, in particular visiting researchers, contractual researchers, visiting teachers and scholarship holders shall be obliged to conclude an individual written contract with the University, which will provide in particular that

- (a) the valuable rights and interests and/or the rights of use to the fullest extent possible in the Intellectual Property Works created by such persons under the Specific Agreement in connection to it will vest in and be assigned to the University,
- (b) the individual remuneration or express waiver of remuneration of such persons; and
- c) confidentiality.

#### **Section 14**

#### **Teaching, Supervision, Consultation, Evaluation**

(1) Within the framework of the educational activities of the University, teaching, subject supervisory, consultation and evaluation activities do not in themselves create Intellectual Property, and as a consequence

- (a) these activities do not create a joint Intellectual Property Work between the Student and the persons carrying out the teaching, subject management, consulting, reviewing, assessing activities; and
- (b) the University does not acquire any rights in the Intellectual Property Works created by Students through these activities.

#### **Section 15**

#### **Rules Referring to Disclosure**

(1) The Author of Copyright Work and any other person with access to copies of the Copyright Work shall, before the disclosure of the contents of the Copyright Work in any form—including in particular publication and performance—or its communication to any other person, be obliged to exercise the highest degree of care and ensure that such disclosure does not reveal information which

- (a) excludes or compromises the protectability under industrial property law or protectability of a technical solution or work (invention, utility model, design, plant variety right, topography) described in or contained in or capable of being implemented by means of the Copyright Work, or which

- (b) infringes the copyright and/or industrial property rights of the University and/or its contractors or its trade secrets, including Proprietary Information.

All Authors, all persons subject to this Policy will be fully responsible for compliance with and the correctness of the provisions of this Section 15(1).

(2) If, based on the first sentence in this Section 15(1), the Author(s) of any publication is (are) of the opinion that the publication poses any risk, they shall present the proposed

Copyright Work to the Innovation Board prior to publication. The Innovation Board will decide within fifteen days whether it

- (a) consents to the publication of the Copyright Work, or
- (b) refuses to give its consent, or
- (c) provide for a deferment of publication for a specified period until such time as will not compromise the obtaining of industrial property protection.

(3) A Copyright Work may not be published if

- (a) disclosure of the Copyright Work would compromise or exclude the University's and/or the University's contracting partner's rights in Intellectual Property Works and/or Intellectual Property Rights, in particular the right to obtain industrial property protection and/or the right of the University or the University's contracting partner to use the solution as a trade secret, including as Proprietary Information, or
- (b) the Copyright Work is created under a contractual arrangement that restricts or excludes the disclosure of the Copyright Work.

(4) The provisions of Section 15(1) to (3) above will apply mutatis mutandis to

- (a) in all cases of communication and/or disclosure to others, including in particular public practice; and
- (b) any communication, representation or publication, even if not in the form of a Copyright Work.

## **Section 16**

### **Non-Disclosure**

(1) The Intellectual Property of the University and/or its contracting partners, in particular inventions, designs and Proprietary Information (know-how), as well as all non-public information relating to the protection and exploitation of Intellectual Property Works, will constitute trade secrets and are to be treated as confidential by the University through internal restricted administration. All persons subject to the personal scope of this Policy shall be bound by an obligation of strict confidentiality, which will survive indefinitely after the termination of their legal relationship.

(2) All persons subject to this Policy shall be obliged to keep the trade secrets of the University and of the University's contractors, in particular the trade, service and other secrets, Proprietary Information (know-how) relating to all research and development, innovation, projects related to creating Intellectual Property Works and contracts concluded by the University, and classified information, in particular, they will not have the right to communicate or disclose them to any other person or to use or exploit them, except where they are required to do so under legal this Policy or where such use or exploitation is necessary for taking their jobs or for the performance of a contract concluded by the University.



(3) The University shall enter into a written non-disclosure agreement with all potential contracting partners and other interested parties prior to entering into any negotiations or negotiations for any contract [see Chapter IV hereunder] with a third party contractor relating to Intellectual Property Work or Intellectual Property subject to this Policy, and all contracts subject to this Policy must contain appropriate confidentiality provisions.

### **Section 17 Conflict of Interest**

(1) For the purposes of this Policy, the grounds and rules of conflict of interest applicable to employees of the University will exist in the cases specified in the Employment Requirements and in employment contracts and other contracts.

(2) In the case of joint projects and contracts planned with external partners, as well as in the preparation of engagements and assignments aimed at R&D, innovation activities and creating other Intellectual Property Works, participating and contributing university citizens will be responsible for ensuring that their obligations with the University and the obligations of the University towards third parties—in the context of a contract—do not infringe upon any conflict of interest, confidentiality and ethical rules.

(3) If persons subject to the personal scope of the Policy and are in a legal relationship pursue research or creative activity aimed at the creation of an Intellectual Property Work at another university, research organisation, in the framework of a scientific fellowship programme, as a visiting researcher or under another similar status, then the acquisition of rights and the ownership share of works created through such activity must be set out in a prior agreement. In the absence of such agreement, the provisions of the host party's this Policy shall prevail, but any person subject to the Policy who is in a legal relationship with the University shall be obliged to act responsibly with an eye to safeguarding all of the University's trade secrets (including Proprietary Information) or confidential information and to comply with the rules on conflicts of interest and ethics.

(4) Where grounds of conflict of interest exist, the superior managers exercising work instruction powers will be primarily competent to issue a position regarding notification and assessment matters.

## CHAPTER III.2 RULES APPLICABLE TO COPYRIGHT WORKS

### **Section 18 Mandatory Indication of University Affiliation**

(1) In any publication of Copyright Work created as an obligation arising from the legal relationship, and the disclosure of the same in bibliographies—including in particular 'MTMT'—furthermore, when giving lectures, the author of the Copyright Work shall be

required to indicate the University, the name of the organisational unit employing the Author, their own position, and provide the University's contact details (particularly: phone number, email address).

(2) If any of the creations, works or Intellectual Property Work created by a teacher, researcher or other creator of the University under his or her legal relationship with the University, as a result of an obligation arising from the legal relationship, is in any way

(a) share, display, feature or publish it on an online platform (including, in particular, on their own website, blog, any social media platform, as well as on third party online platforms); and/or

(b) in any other way communicate or disclose it to any person (in particular: include it in exhibitions, festivals, include it their portfolio, include it in a publication, present it at exhibitions, conferences, trade shows, festivals, professional competitions, study competitions, and publish or make it available in any other way)

the teacher, researcher or other Creator of the University shall be required to indicate their affiliation with the University in every case.

(3) Teachers, researchers and other Creators shall discharge their obligation under Section 18(1) by clearly indicating the following wording in Hungarian or English:

“Ezt az alkotást [Alkotó neve] a Moholy-Nagy Művészeti Egyetem (MOME) [pozíció megjelölése] hozta létre [évszám] évben.”

“This work was created by [name of Author], [position of the Author] of the Moholy-Nagy University of Art and Design (MOME) in the year [number].”

(3) The University will have the right to establish additional regulations regarding the indication provided for in this Section 18, in particular with regard to the particulars of the genre and the particulars of the various media and channels.

## **Section 19**

### **The Relationship of Copyright Works to Industrial Property Works**

Where Copyright Works can be protected in a way linked to a technical solution, the functioning of an apparatus or product or the external design of a product, and in the case of Copyright Works which also include novel technical solutions and/or formal designs of certain objects, or in any other case where the possibility of obtaining industrial property protection for the Intellectual Property Work may arise (in particular: obtaining patent, utility model or design protection), the rules for obtaining industrial property protection described in Section 23 will apply. Furthermore, the remuneration under this Policy will be paid, in any case, to the Creator only once and will not be cumulative in the form of remuneration for a copyright and industrial property right.

**Section 20**  
**Rules Applicable to Copyright Works Prepared in The Context of Job-Related Obligations**

(1) Unless otherwise agreed in writing, the valuable rights and interests in a work or performance created by a person(s) under an employment relationship with the University in the course of the obligations arising from the employment relationship will, upon transfer, vest in the University as the successor in title to the author(s).

(2) Authors shall be required to hand over to the University any Copyright Works subject to Section 20(1) promptly after their creation. The transfer of a Copyright Work and the disclosure of information about its creation will be notified electronically without delay to the head of the department(s) or research group where the work was created and will be made at the same time by sending the notification form in *Annex 2 to this Policy* to the Knowledge Transfer Office. Corrections can be required if necessary.

(3) The Innovation Board of the University may decide not to claim a Copyright Work under Section 20(1), in which case a written contract to that effect will need to be concluded with the Author, and the Author will remain the owner of the valuable rights and interests.

(4) The following rules shall prevail to the remuneration of Authors employed by the University in connection with the use and exploitation of the Copyright Works provided for in Section 20(1):

(a) if the Copyright Work is used and exploited by the University itself, the Author will not receive any remuneration in addition to their salary,

(b) where the University grants a licence to use the Copyright Work to another person or transfers the valuable rights and interests to another person, the provisions of Section 23(7) to (12) hereunder shall prevail, *mutatis mutandis*, to the remuneration of Authors, with the proviso that the term Copyright Work will be understood to replace, *mutatis mutandis*, industrial property work. Accordingly, the calculation of the Fee Base pursuant to Section 23(9) hereunder, moreover the amount limits and % share for creators applicable to the Creator's Fee are to be applied *mutatis mutandis* to the remuneration of the Authors;

(5) The provisions laid out and referenced to Section 20(4) will not be applicable to cases where the Copyright Work is created on the basis of or in the context of a separate contract between the University and the Author or based on or in the context of performing an additional task, by order of the University, for the purpose of the University meeting its contractual obligations towards third parties in compliance with contracts concluded pursuant Section 26(1)(a) and Section 27(1) to (2) hereunder. In such cases, the fee stipulated in the individual contract between the University and the Author or in the document relating to the order for additional work shall—unless otherwise stipulated in writing in the contract or in the document relating to the additional work—be the total fee of the Author, and the Author will not be eligible to any further remuneration, i.e. including the fee pursuant to Section 20(4)(b)

and the fee pursuant to Section 23(7) to (12) referenced therein; the provisions of Section 21 shall prevail to the contract between the University and the Author.

(6) If there is more than one Author of the Copyright Work, the amount stipulated in the fee agreement will be due to the Authors jointly, and must be split between them in the proportion corresponding to their declaration on their respective share of the actual contribution to the creation of the work, or, in the absence of such declaration, it must be split equally.

(7) In the case of Section 20(4)(b) of this Policy, Section 23(14) hereunder shall prevail to splitting the Fee Base remaining after the remuneration (Creator's Fee) due to the Author in respect of the revenues accruing to the University in the event of licensing the utilisation of the Copyright Work to a third party and in that of transferring valuable rights and interests in the Copyright Work to a third party.

## **Section 21**

### **Rules Applicable to Copyright Works Produced on the Basis of Individual Projects**

(1) If the University enters into a contract with a third party under Section 26(1)(a) and Section 27(1) to (2) of the Policy, the University shall be obliged, in all cases, to conclude an individual written agreement with the university instructors, university researchers and other Creators and contributors contributing to the performance of such orders: either a specific civil-law contract or an agreement for performing additional tasks.

(2) No employee of the University may be involved in the performance of contracts under Section 26(1)(a) and Section 27(1) to (2) hereunder as part of their job, but instead, where the University employee is involved in the performance of the University's contracts under Section 26(1)(a) and Section 27(1) to (2) hereunder, an individual written contract must be concluded with the respective employee: either a specific civil-law contract or an agreement for performing additional tasks, with the proviso whereby the employee will, in all cases, only be eligible to the remuneration provided for in the civil law contract or agreement for performing additional tasks in respect of the Copyright Work they will have created, as well as the utilisation thereof by the University, the assignment of such utilisation rights to third parties and the transfer of the valuable rights and interests to third parties, and may not stake any further claim for remuneration whatsoever against the University.

(2) The contract referred to in Section 21(1) must provide for, in particular:

(a) the detailed terms and conditions of contractual performance

(b) the valuable rights and interests and/or exploitation rights relating to Intellectual Property Works, in this respect, as a general rule, the assignment to the University of the valuable rights and interests in the Copyright Works created and, where the assignment of the valuable rights and interests is excluded by law, the broadest possible scope of the uses permitted at the time of conclusion of the contract (in particular: exclusive, for all uses—including adaptation—unlimited, without territorial limitation, for the entire term of protection and assignable to third parties), or the University acquiring such must be stipulated,

- c) the individual remuneration of university instructors, university researchers, other Creators and other contributors involved in performance, regarding which the contracting fee/retainer and the rights transfer/utilisation fee must be separated and each determined,
- (d) the liability and confidentiality obligations of the university teachers, university researchers and other contributors involved in the performance of the contract;
- (e) all other aspects referred to in Section 27(1) to (2), mutatis mutandis.

## **Section 22**

### **Special Rules for Educational and Scientific Copyright Works**

(1) For educational, informative and informative works (in particular: textbooks, notes, presentations, exercise assignments) created in the course of or for the purpose of educational activity,

(a) the University is the owner of the copyright in such works, provided that the person concerned is employed and has a duty to create such works,

(b) in the case of non-employed persons, in particular lecturers employed under a contract of appointment, the University shall conclude a contract under which the University is granted the right of use to the widest extent permitted (in particular: exclusive right of use for all uses, including reproduction, unlimited, without territorial limitation, for the entire term of protection, assignable to third parties).

(2) In the case of Copyright Works as defined in Section 22(1), the University will, in the case of Copyright Works, grant to the Author of the Copyright Work or to other instructors a non-exclusive, non-transferable, free licence to use the Copyright Work for teaching and research purposes only in the scope and to the extent necessary for the teaching or research activities of the Author or other instructor or researcher at the University.

(3) For works under Section 22(1)(a),

(a) the Author of the work will not be eligible to any specific remuneration in addition to their salary if the work qualifies as an educational support material, the preparation of which is an obligation arising from their job as an instructor and it would not be possible to adequately test Students' knowledge of the given subject without the work or it is necessary for the expected standard of teaching;

(b) in the case of course notes or textbooks, unless provided for otherwise in a written contract between the University and the Author, the remuneration of Authors will be governed by the provisions of Section 23(7) to (12) of this Policy, mutatis mutandis, with the proviso that the term Industrial Property Work is to be understood, mutatis mutandis, instead of Copyright Work. Accordingly, the calculation of the Authors' remuneration will be governed mutatis mutandis in particular by the calculation of the Fee Base under Section 23(9) hereunder and the amount limits and percentage shares of the creators applicable to Creators Fees in Section 23(10) hereunder, while Section 23(14) hereunder will be applicable to splitting the fee base remaining after Author's remuneration regarding revenue due to the University.

(4) For works within the meaning of Section 22(1)(b), the contract concluded by the University must include an individual provision on the utilisation fee.

(5) If the preparation of scientific works (in particular: articles, studies, monographs, scientific lectures and their presentation) is not part of the Author's job duties or if the Author's individual contract with the University does not provide otherwise (e.g. in the case of scientific works prepared at the request of the University and/or with the sponsorship of the University), the valuable rights and interests in such works will belong to the Author, but—if this does not infringe upon the interest of a third party and/or contracts concluded by the Author (e.g. publishing contract)—the Author shall be obliged to grant to the University, for the purposes of the University's education and research activities, non-exclusive right of use, free of charge and for the entire term of protection, for the acts of use necessary for education and research (including reproduction in the required quantity, distribution, public performance, communication to the public, exhibition, and adaptation of the work to the extent necessary for the purpose and without infringing upon the Author's moral rights).

### CHAPTER III.3

#### RULES REFERRING TO INDUSTRIAL PROPERTY WORKS

##### **Section 23**

##### **Industrial Property Works Through Service Obligation and of Employees**

(1) All persons employed by the University shall notify Industrial Property Works Through Service Obligation and Employee's Industrial Property Works created in the course of their work or activities subject to the scope of this Policy to the head of the department(s) or research group in which such were created immediately, but no later than eight days after their creation, in writing and electronically, and at the same time, they are to notify the Knowledge Transfer Office in writing using the notification form attached as *Annex 3* and describe it in detail. During and prior to the notification and in the subsequent university procedure, particular care must be taken to ensure that the industrial property solution or work does not become available in any way that could exclude or compromise obtaining industrial property rights protection. Corrections can be required if necessary.

(2) The Innovation Board, acting as the University's representative, shall decide within ninety (90) days of receiving the description per Section 23(1), and declare whether it will claim the Industrial Property Work Through Service Obligation or intends to exploit the Employee's Industrial Property Work. The Innovation Board sends the decision to the Chancellor of the University and as a copy to the Creator(s) for information.

(3) Where the University claims the Industrial Property Work Through Service Obligation pursuant to Section 23(2), the University will be entitled to all valuable rights and interests, all applications for protection and all Intellectual Property Rights as the successor in title to the Creator.

(4) Where the University claims an Employee's Industrial Property Work pursuant to Section 23(2), the intellectual property right in the Employee's Industrial Property Work will vest in the Creator, however, the University will be entitled to exploit the industrial property work. The University's right of exploitation is not exclusive; the University may not grant any licence for exploitation. The right of exploitation will pass to the successor in the case of the dissolution of the University or the exit of an organisation unit; it may not pass or be transferred to others otherwise.

(5) The Creator may dispose of the Service industrial property right if the University consents thereto or if the University fails to make the declaration referred to in Section 23(2) above. The patent or other industrial property rights protection in the Employee's Industrial Property Work will vest in the creator without being subject to the University's right of exploitation, if the University consents to this or if the University fails to furnish the declaration under Section 23(2).

(6) Where the University adopts or accepts an Industrial Property Work Through Service Obligation, it shall, within a reasonable time after taking delivery of the description, arrange for the filing of a patent or other industrial property right protection application on behalf of the University; the University shall furthermore be required to act with due diligence in the interest of obtaining the patent or other industrial property right protection. The University may refrain from filing a patent or other industrial property right application or may withdraw the application if it keeps the invention or other industrial property right application secret and uses it as a trade secret solution, while acknowledging that it would otherwise be patentable or otherwise eligible for industrial property protection at the time of receipt of the disclosure. The provisions in the preceding sentence may not be applied to designs. The Innovation Board will take this decision on behalf of the University, and shall be required to inform the Creator of its decision. The University will furthermore provide for the safeguarding and protection strategy prior to exploitation, on the modes of exploitation, furthermore, covering the costs of the procedures.

(7) In case the University sells an Industrial Property Work Through Service Obligation or an Employee's Industrial Property Work (in particular: licensing, transfer of rights), the Creator will be eligible to receive a creator's fee—in the cases and for the period mandatorily required by the industrial property rights protection legislation—and the University and the Creator shall conclude a separate written contract about that. The University shall be obliged to pay the creator's fee unless the University concludes a contract otherwise.

(8) Unless otherwise provided in the written fee agreement between the University and the Creator, the creator's fee payable by the University pursuant to Section 23(7) ("**Creator's Fee**") must be calculated consistently with Section 23(9) to (10).

(9) Unless provided for otherwise in the fee agreement between the University and the Creator, the base for calculating the Creator's Fee payable by the University will be based on

the net proceeds from the sale of the industrial property work (hereinafter referred to as the “**Fee Base**”).

In determining net revenue (Fee Base)

(a) as a first step, the University’s revenue must be determined as follows:

(aa) proceeds from the sale will include any rights transfer and/or licence fee or other amount paid by the Buyer or Licensee in exchange for the transfer of the protection and/or the licence right and/or other pecuniary benefit provided as consideration;

(ab) in the case of the establishment of a commercial enterprise, the income: the part of the taxable profits of the commercial enterprise to which the University is entitled;

(ac) in the case of exploitation by the University: the amount for which the Intellectual Property could be obtained on the market for which the Licensee and/or the buyer of the Licensed Work would pay on a market basis as consideration for the licensing of and/or the transfer of rights in the Licensed Work.

(b) to determine the net revenue (Fee Base), the following must be deducted from the revenue referred to in (a) above

(ba) the costs associated with the creation of the industrial property right,

(bb) the costs of the procedures for the assessment of the industrial property right and for obtaining, maintaining, protecting or enforcing the industrial property right, including the fees of patent agents and attorneys and official fees; and

(bc) the costs incurred by the University in connection with the grant of the Licence,

(bd) taxes, duties and any other public dues, including public dues charged on the Creator’s Fee and payable by the University,

(be) MOMÉ operating costs to which the University is due (currently 15%) and a solidarity contribution (currently 5%).

(10) Unless provided for otherwise in the fee agreement between the University and the Creator, the Creator of an Industrial Property Work Through Service Obligation or Employee’s Industrial Property Work will receive the following gross remuneration from the Fee Base calculated under Section 23(9):

(a) If the Fee Base does not exceed HUF 1 million, the Creator’s Fee will be 100% of the Fee Base;

(b) Should the Fee Base exceed HUF one million but does not exceed HUF 10 million, the Creator’s Fee will be 60% of the part of the Fee Base exceeding HUF 1 million, increased with HUF one million

(c) Should the Fee Base exceed HUF ten million, the Creator’s Fee will be 30% of the part of the Fee Base exceeding HUF ten million, increased with HUF six million four-hundred thousand.

(11) Where an Industrial Property Work Through Service Obligation or an Employee’s Industrial Property Work has more than one Creator, the Creator’s Fee under Section 23(10) will be due the Creators jointly, and must be split between them in the proportion corresponding to their declaration on their respective share of the actual contribution to the creation of the industrial property work, or, in the absence of such declaration, it must be split equally.



(12) Unless provided for otherwise in the fee agreement between the University and the Creator, the Creator's fee must be calculated and paid annually.

(13) The provisions of Section 23(7) to (12) relating to the Creator's Fee will not be applicable in cases where the an industrial property work or solution is created on the basis of or in the context of a separate contract or the performance of an additional task between the University and the Creator, on the order of the University, for the purpose of the University discharging its contractual obligations towards third parties in accordance with the contracts concluded pursuant to Section 26(1)(a) and Section 27(1) to (2) hereunder. In such cases, the fee stipulated in the individual contract between the University and the Creator or in the document relating to the order for additional work will be the Creator's full fee—unless otherwise stipulated in writing in the contract or in the document relating to the additional work—and the Creator will not be eligible to any further remuneration, including the Creator's Fee pursuant to Section 23(7) to (12); the provisions of Section 24 will be applicable to the contract between the University and the Creator.

(14) After the payment of the Creator's Fee provided for in Section 23(10) hereunder, the remaining Fee Base, i.e. 40% of the Fee Base in the case of Section 23(10)(b) and 70% of the Fee Base in the case of Subsection (c), will be split as follows:

- (a) 90% goes to the organisation unit involved in an Intellectual Property Work, while
- (b) 10% is due to the Knowledge Transfer Office.

## **Section 24**

### **Rules Applicable to Industrial Property Works Produced on the Basis of Individual Projects**

(1) If the University enters into a contract with a third party under Section 26(1)(a) and Section 27(1) to (2) of the Policy, the University shall be obliged, in all cases, to conclude an individual written agreement with the university instructors, university researchers and other Creators and contributors contributing to the performance of such orders: a specific civil-law contract or an agreement for performing additional tasks.

(2) No employee of the University may be involved in the performance of contracts under Section 26(1)(a) and Section 27(1) to (2) hereunder as part of their job, but instead, where the University employee is involved in the performance of contracts under Section 26(1)(a) and Section 27(1) to (2) hereunder, the University will have the right to claim the following from the employee of the University.- (1) to (2) of the Policy, an individual written contract must always be concluded with the employee: either a separate civil law contract or an agreement for performing additional tasks, with the proviso that the employee will, in all cases, be entitled to the remuneration provided for in the civil law contract or agreement for performing additional tasks only in respect of the industrial property work or solution they have created

and its sale by the University and will not be entitled to claim any further remuneration from the University.

(3) The contract referred to in Section 24(1) must provide for, in particular:

(a) the detailed terms and conditions of contractual performance

(b) the transfer to the University of the valuable rights and interests and/or exploitation rights in respect of Intellectual Property Works, and in this respect, as a general rule, the transfer of valuable rights and interests and claims for protection in respect of the industrial property works and solutions created,

(c) the individual remuneration of university lecturers, university researchers, other authors and other contributors involved in the performance of the work [Section 23(13)], in respect of which the contracting/assignment fee and the rights transfer/utilisation fee must be separated and determined separately,

(d) the warranty commitments and non-disclosure obligations of the university instructors, university researchers, other Creators and other contributors involved in performance,

(e) all other aspects referred to in Section 27(1) to (2), mutatis mutandis.

#### CHAPTER III.4

#### RULES APPLICABLE TO PROPRIETARY INFORMATION (KNOW-HOW)

##### **Section 25**

##### **Eligibility to and Remuneration for Proprietary Information (Know-How)**

(1) All Proprietary Information (know-how) developed or created by persons subject to this Policy under or in connection with their legal relationship with the University will be the exclusive property of the University and will be assigned in its entirety to the University. With respect to people employed under an employment contract, the University will, based on governing legal regulations, be the eligible party regarding all trade secrets—including all Proprietary Information (know-how)—relating to the University and created, produced by the Creator in the course of or in connection with their employment. Contracts concluded with other employees, including in particular contributors under civil law contracts, must provide that the University will be the party exclusively eligible to Proprietary Information (know-how) created in the course of the contractual collaboration.

(2) All Proprietary Information (know-how) developed or created by employees subject to this Policy on the basis of or in connection with their employment with the University must be reported electronically without delay to the head of the department(s) or research group where it was created, and simultaneously must be reported in writing to the Knowledge Transfer Office on the notification form attached as Annex 3 to this Policy and described in detail. Corrections can be required if necessary.

(3) In the case of the exploitation of the Proprietary Information (know-how) provided for in Section 25(1), the remuneration of the Creators will be as follows:

(a) for an employed Creator:

(aa) if the Proprietary Information (know-how) is used and exploited by the University itself, the Creator will not be entitled to any remuneration in addition to their salary,

(ab) if the University grants a licence to use the Proprietary Information (know-how) to another person or transfers the valuable rights and interests to another person, the provisions of Section 23(7) to (12) hereunder shall prevail, mutatis mutandis, to the remuneration of the Creators, with the proviso that the term Proprietary Information (know-how) will be understood to replace, mutatis mutandis, intellectual property work. Accordingly, the calculation of the Fee Base pursuant to Section 23(9) hereunder, moreover the amount limits and % share for creators applicable to the Creator's Fee are to be applies mutatis mutandis to the remuneration of the Creators;

(b) in the case of non-employment relationships, the individual contracts shall prevail regarding the remuneration of the Creators.

(4) The provisions set out and referenced in Section 25(3)(ab) are not to be applied to cases where Proprietary Information (know-how) is created on the basis of or in the context of a separate contract between the University and the Creator or through performing an additional task by order of the University, and for the purpose of the University discharging its contractual obligations towards third parties in compliance with Sections 26(1)(a), furthermore, Section 27(1) to (2). In such cases, the fee set out in the individual contract between the University and the Creator or the document relating to the additional task order will be the full fee of the Creator—unless otherwise provided in writing in the contract or the document relating to the additional task order—and the Creator may not claim any further remuneration, including the fee under Section 25(3)(ab) and Section 23(7) to (12) referred to therein.

(5) No employee of the University may be involved in the performance of contracts under Section 26(1)(a) and Section 27(1) to (2) hereunder as part of their job, but instead, where the University employee is involved in the performance of the University's contracts under Section 26(1)(a) and Section 27(1) to (2) hereunder, an individual written contract must be concluded with the respective employee: either a specific civil-law contract or an agreement for performing additional tasks, with the proviso whereby the employee will, in all cases, only be eligible to the remuneration provided for in the civil law contract or agreement for performing additional tasks in respect of the Proprietary Information (know-how) they will have created, as well as the sale thereof by the University, and may not stake any further claim for remuneration whatsoever against the University.

(6) If there is more than one Creator of the Proprietary Information (know-how), the amount stipulated in the fee agreement will be due to the Creators jointly, and must be split among the Creators in the proportion corresponding to their declaration on their respective share of the actual contribution to creation, or, in the absence of such declaration, it must be split equally.

(7) In the case of Section 25(3)(ab) of this Policy, Section 23(14) hereunder shall prevail to splitting the Fee Base remaining after the remuneration (Creator's Fee) due to the Author in

respect of the revenues accruing to the University in the event of licensing the utilisation of the Proprietary Information (know-how) to a third party and in that of transferring valuable rights and interests in the Proprietary Information (know-how) to a third party.

## CHAPTER IV EXTERNAL CONTRACTUAL RELATIONS

### Section 26

#### **Types of Contracts Let with External Contractual Partners and The Role of KTO**

(1) This Section 26 shall prevail if

(a) the creation of an Intellectual Property Work is likely to result from or in connection with the activities of the University under a contract which the University intends to enter into with external contractors, in particular:

(aa) a contract of engagement or commission—in particular a research and development contract—or a contract relating to a Copyright Work to be created in the future;

(ab) a cooperation agreement, consortium agreement; or

(b) the transfer or licensing to an external contractor of an Intellectual Property Work or Intellectual Property Right already created or created by the University and for which the University is the proprietor.

(2) The Innovation Centre's Knowledge Transfer Office must be involved in the preparation of concluding the contracts provided for in Section 26(1).

(3) Exceptions to the provisions of Section 27 to 28 may be made in justified cases based on the Innovation Board's proposal, provided that the University benefits from such derogation.

### Section 27

#### **Contracts Referring to The Creation of Intellectual Property Works [Section 26(1)(a)]**

(1) Contracts within the meaning of Section 26(1)(aa) must include—mutatis mutandis and also having regard to the nature and subject matter of respective contractual relation—the following:

(a) a clear definition by the University of the detailed terms and conditions of contractual performance

(b) the clear and precise definition of the contractual terms and conditions for the economically advantageous consideration to which the University is due, taking into account the following:

(ba) the contracting/engagement fee and, in case of a transfer of rights or a Licence, the rights transfer/Licence (utilisation, exploitation) fee must be separated and separately determined,

(bb) the fee payable to the University should be proportionate to the proceeds expected from commercial exploitation and must be suitable for appropriately remunerating the Creators contributing on behalf of the University in accordance with the contracts individually concluded with the Creators under this Policy,

- (c) the University has an application for protection in respect of Intellectual Property Works created by it in the course of its activities, which it will transfer against separate consideration
- (d) consistently with the specificities of the respective contract: The transfer or licensing of Intellectual Property Works, Intellectual Property Rights, protection applications created in the course of the University’s activities to an external contractual partner, the scope and conditions of the Licence rights, and in the case of a transfer of rights, the scope and conditions of the vested rights
- (e) in the case of a Licensing contract, the provisions relating to the protection of the Intellectual Property Works or Intellectual Property that is the object of the contract
- (f) the condition that the University excludes any implied warranty of the Intellectual Property Work or Intellectual Property in respect of feasibility not provided for in the descriptions containing them, moreover the cost-effective feasibility of the Intellectual Property Work or Intellectual Property
- (g) to seek to exclude, to the fullest extent permitted by law, the possibility of a warranty as to the protectability of the Intellectual Property Work, whether the Intellectual Property Work exists at the time of the conclusion of the contract or during the entire term of the contract, and whether the Intellectual Property Work infringes the rights of third parties
- (h) a provision that, where possible, the caption “Designed at MOME” should appear on articles and designs created in the course of activities pursued by the University
- (i) non-disclosure provisions
- (j) the definition of the rules and legal consequences (in particular: liquidated damages, stipulation termination/right of rescission) in case of breach of contract by the external partner
- (k) provisions relating to termination and expiry of the contract.

(2) Contracts within the meaning of Section 26(1)(ab) must include—mutatis mutandis and also having regard to the nature and subject matter of respective contractual relation—the following:

- (a) the definition of the contractual obligations of the parties, the precise terms and conditions of contractual performance by each party
  - (b) any Background IP created independently of the contract prior to its conclusion but likely to be necessary for the performance of the contractual obligations or the exploitation of the results of the activity under the contract should be identified by each Party as appropriate, and a separate written authorisation to exploit such Background IP must be provided, in writing, for the tasks/projects and business exploitation subject to the cooperation
  - (c) the sharing or otherwise dealing with the rights in the Intellectual Property Work created in the course of the cooperation (“Foreground IP”) and the rules for the use or exploitation of the Intellectual Property Work, taking into account that
    - (ca) the University will be due a right to protection in respect of Intellectual Property it creates in the course of its activities, which it may only transfer in warranted cases if expressly provided for in the contract and for a separate consideration,
    - (cb) in the absence of an express agreement to the contrary, the University will be entitled to a share in the Intellectual Property Works and Intellectual Property Rights in proportion to the activity and actual contribution provided in relation to the Intellectual Property Works and Intellectual Property Rights,

(d) the remuneration payable to the University, in respect of which:

(da) the contracting/engagement fee and, in case of a transfer of rights or a Licence, the rights transfer/Licence (utilisation, exploitation) fee must be separated and separately determined,

(db) the fee payable to the University should be proportionate to the proceeds expected from commercial exploitation and must be suitable for appropriately remunerating the Creators contributing on behalf of the University in accordance with the contracts individually concluded with the Creators under this Policy,

(dc) the University should, where possible and justified in the contractual relationship, seek to generate revenue on an ongoing basis rather than a lump sum,

(e) if necessary, the parties must lay out provisions regarding matters associated with joint eligibility in the contract, but no later than before the initiation of the procedure for obtaining protection of joint Intellectual Property Rights or the start of any planned action for exploitation, utilisation or use, thus in particular in respect of the following:

(ea) strategy and fronting costs related to the protection of Intellectual Property Works,

(eb) matters relating to the assertion of rights,

(ec) where it is to the University's advantage, providing onerous transfer of rights or onerous Licence, whether exclusive or non-exclusive, to a party or third party,

(f) the University may grant to parties to its contracts access or preferential rights in respect of the Intellectual Property Rights which it retains in order to exploit the results for the specific field of application, the terms of which will need be set out in the contract

(g) the University shall seek to obtain free-of-charge access rights for itself in respect of educational and research purposes for the results controlled by the contracting cooperating parties

(h) non-disclosure provisions

(i) the conditions relating to the warranty within the meaning of Section 27(1)(f) and (g) hereunder

(j) the definition of the rules and legal consequences (in particular: liquidated damages, termination/right of rescission) in case of breach of contract by the external partner

(k) a dispute resolution mechanism between the Parties (with the assistance of external experts as necessary) in relation to any disputes concerning Intellectual Property Works, Intellectual Property Rights

l) provisions relating to termination and expiry of the contract.

(3) Where a contract under Section 27(1) to (2) is a contract for the acquisition or use of public funding and is concluded in the course of a tender procedure, the provisions of Section 27(1) to (2) will only apply in the framework of options available in the tender procedure.

(4) In view of the fact that the contracts provided for in Section (1) to (3) are concluded by the University and that only the University is entitled to transfer applications related to Intellectual Property or Intellectual Property Rights in respect of Intellectual Property Works that are created at the University based on individual contracts, and to grant a

Licensing Rights in respect thereof, the University shall see to it that in compliance and consistently with the provisions of Section 21 and 24 of the Policy,

(a) to acquire the Intellectual Property Works and Intellectual Property Rights necessary for the performance of its contractual obligations under Section 27(1) to (3), by the Creators (employees, students, other contributors) who contribute to the contractual activities on behalf of the University in accordance with this Policy, in particular Section 6, 21, 24 and 25(1), and to

(b) The contractors under Section 27(1) to (3) should, in all respects, be consistent with this Policy and with the contracts concluded with the Creators on its basis, including in particular the acquisition of rights by the University to the Intellectual Property Works and also the individual remuneration of the Creators.

### **Section 28**

#### **Transfer or Licencing of the University's Intellectual Property Work or Intellectual Property [Section 26(1)(b)]**

Contracts under Section 26(1)(b) must include—mutatis mutandis and having regard to the nature and subject matter of the contractual relationship in question—the following:

(a) the designation of the Intellectual Property Work or Intellectual Property that is the subject of the contract

(b) in the case of a Licence Agreement, the scope and terms of the Licence rights granted by the agreement, and in the case of a transfer of rights, the scope and terms of the transferred rights

(c) in the case of a licensing contract, the provisions relating to the protection of the Intellectual Property Work or Intellectual Property that is the subject of the contract

(d) the clear and precise definition of the contractual terms and conditions for the economically advantageous consideration to which the University is entitled, taking into account:

(da) the fee payable to the University should be proportionate to the proceeds expected from commercial exploitation and must be suitable for appropriately remunerating the Creators contributing on behalf of the University in accordance with this Policy and/or the contracts individually concluded with the Creators,

db) the University should, where possible and justified in the contractual relationship, seek to generate revenue on an ongoing basis and not as a lump sum,

(e) the condition that the University excludes any implied warranty of the Intellectual Property Work or Intellectual Property in respect of feasibility not provided for in the descriptions containing them, moreover the cost-effective feasibility of the Intellectual Property Work or Intellectual Property

(f) in the case of a Licence agreement, a common assurances commitment whereby the University will take the necessary measures to maintain the Intellectual Property (in particular: payment of maintenance and renewal fees), moreover that no third party has a compulsory licence in respect of the Intellectual Property

(g) to seek to exclude, to the fullest extent permitted by law, common assurances as to the protectability of the Intellectual Property Work, whether the Intellectual Property Work is

suitable for protection, the Intellectual Property exists both at the time of the conclusion of the contract or during the entire term of the contract, and whether the Intellectual Property Work, Intellectual Property infringes the rights of third parties

(h) non-disclosure provisions

(i) the definition of the rules and legal consequences (in particular: liquidated damages, termination/right of rescission) in case of breach of contract by the external partner

(j) provisions relating to termination and expiry of the contract.

## CHAPTER V. PROVISIONS REFERRING TO EXPLOITATION

### **Section 29 The Concept of Use and Exploitation**

(1) In the case of Copyright Works, the use of a Copyright Work includes in particular: reproduction, distribution, communication to the public, communication to the public, retransmission to the public, adaptation.

(2) In particular, the exploitation of Intellectual Property Works suitable for obtaining industrial property protection and of protected Industrial Property Rights will be understood to include all acts and activities in the course of which the invention or other product which is the subject of an industrial property right is produced, marketed or sold, offered for marketing, stocking such a product or importing it to the respective country for such purposes, as well as the exploitation of the process and the manufacture, use, putting on the market or offering for sale, stocking or importing for such purposes, of a product obtained directly by a process which is the subject of an invention.

### **Section 30 Modes of Utilising the University's Intellectual Property Works, Intellectual Property Rights**

(1) The University will be entitled, in particular, to the following in respect of the use of the Copyright Works to which it is eligible and the exploitation of any invention, patent, utility model (protection), design (protection) or any other industrial property work or intellectual property right, moreover the utilisation of Proprietary Information (know-how):

a) to disregard Intellectual Property Work or Intellectual Property Rights in order to create or maintain an advantageous market position,

b) to grant the right of exploitation, right of use/licence to a third party by concluding a Licence Agreement for consideration, or exceptionally, if an economic advantage for the University can be demonstrated: free of charge (see Section 31 of the Policy);

c) the industrial property rights protection application or the industrial property rights or, where legally possible, the onerous transfer of copyright related valuable rights and interests (see Section 31 of the Policy);



- d) the establishment of an exploiting undertaking by acquiring a share in it, by way of in-kind contribution of Intellectual Property Work, Intellectual Property Rights or the grant of a licence or transfer of rights in respect of an Intellectual Property Work, Intellectual Property Right (see Section 32 hereunder);
- e) the exploitation (e.g. production), utilisation of Intellectual Property Works, Intellectual Property in the University's own activities, and/or the application thereof for internal operations.

(2) On the recommendation of the Innovation Board and subject to the decision of the Rector and the Chancellor the University will decide on exploitation under Section 30(1) hereunder, and on the manner of exploitation (use or transfer for use by the University itself or by means of a Licence Agreement, or the establishment or transfer of rights to an exploiting enterprise, etc.), and will act after careful consideration and preparation, in accordance with economic justification and within the applicable legal framework (in particular: civil law, public finance legal regulations, the mandatory provisions of the RDI Act), moreover in accordance with the University's asset management guidelines and policy as may be effective at the time.

### **Section 31**

#### **Licensing and Transfer of Rights Contracts**

Section 26(2) to (3) and Section 28 will be applicable to Licence Agreements and rights transfer agreements under the provisions of Section 30(1)(b) and (c) above.

### **Section 32**

#### **Undertaking for Exploitation**

(1) In the case of such a proposal by the Innovation Board, the University may, based on the Rector and the Chancellor's decision, make the Intellectual Property Work and Intellectual Property Rights to which it is entitled available to enterprises for exploitation. The undertaking that implements exploitation may be

- (a) a commercial enterprise established or owned by the University or
- (b) a spin-off companies established without the participation of the University.

(2) The typical methods of making available Intellectual Property Works and Intellectual Property Rights that are the property of the University are as follows:

- (a) for an exploiting undertaking established by or with the business share of the University,
  - (aa) the University makes the Intellectual Property Works and Intellectual Property Rights available to the exploiting undertaking as a non-monetary contribution (in-kind), in which case the University establishes membership in the exploiting undertaking and will receive a share of the proceeds from exploitation by the exploiting undertaking in accordance with the rules of company law

(ab) the University makes only a monetary contribution to the exploiting undertaking and grants the undertaking a licence to exploit the Intellectual Property Works, Intellectual Property Rights in a Licence Agreement. In this case, a legal relationship for membership will be established for the University, and it will be entitled to a share in the proceeds of the exploitation by the undertaking in accordance with the rules of company law and to the Licence Fee set out in the Licence Agreement.

(b) The University will grant a licence for the exploitation of Intellectual Property Works and Intellectual Property Rights to the spin-off company established without its participation. In this case, the University will share in the proceeds of exploitation by the enterprise in the form of a Licence Fee.

(3) An employee of the University may, with the prior written consent of the employer, become a member or manager of a commercial enterprise or enter into an additional legal relationship aimed at work with such an enterprise.

(4) The rules applicable to an exploiting undertaking established or operated with the participation of the University are as follows:

The Rector and the Chancellor will decide jointly on establishing an commercial enterprise for exploitation and the acquisition of a share in it, on the proposal of the Innovation Board, with the involvement of the University's Maintaining Entity if necessary. An exploiting undertaking may be established for a limited or an unlimited period. An exploiting undertaking, if established for a fixed term, may not be established for a period of less than three years. The University's liability may not exceed the amount of its contribution and its share of the dividend may not be less than that amount. The articles of association of the exploiting undertaking may not provide for any additional capital contribution to be made by the University. The University may terminate or reduce its membership status or business share in, a user undertaking only after the value of its valuable rights and interests has been determined by the auditor, and by way of onerous transfer at such determined value as the minimum. If the exploiting undertaking establishes or acquires a share in an additional enterprise, it may not further assign the intellectual property work acquired as an in-kind contribution at the time of its establishment.

The same conditions shall also prevail *mutatis mutandis* to establishing an additional economic operator or acquiring a share in an economic operator by an exploiting undertaking established by the University, furthermore, to all cases where an economic operator operating with the indirect participation of the exploiting undertaking establishes an economic operator or acquires a share in an economic operator.

The University may provide the use of the University's infrastructure to an exploiting undertaking established by or with the participation of the University on the basis of a separate contract for the purpose of the exploiting undertaking.

CHAPTER VI  
THE KNOWLEDGE TRANSFER OFFICE AND THE INNOVATION BOARD

**Section 33**  
**The Knowledge Transfer Office**

(1) The University's duties related to the transfer of knowledge are performed by the Knowledge Transfer Office ("KTO") that operates in the framework of the University Innovation Centre.

(2) The tasks of the KTO will cover those provided for in the OOR and its own by-laws, and will include, in particular, the following in relation to the management of intellectual property:

(a) to act as the University's point of contact for Intellectual Property Works and Intellectual Property Rights

(b) to serve as a general information point for the University's citizens on Intellectual Property Work and Intellectual Property Rights and provides business and legal advice, information and information to the University's citizens (including all students, teachers, researchers and other Creators)

(c) contributing to raising awareness on Intellectual Property Works and Intellectual Property and knowledge transfer, including by organising and conducting training programmes

(d) perform the organisational, coordination, administrative and management tasks related to the exploitation of university Intellectual Property Works and Intellectual Property Rights subject to the Policy, and participates in the preparation of decisions related to exploitation; and performs the following activities: facilitating the exploitation process, partner search, technology marketing

(e) participate in the preparation of Innovation Board decisions, assist the Innovation Board in its work

(f) participate in the evaluation and protection of the University Intellectual Property Works and Intellectual Property Rights subject to the Policy

(g) to act as an intermediary between the University, its citizens (including all students, instructors, researchers and other Creators) and the business community, helping to establish, develop and maintain these relationships; to organise events, partner meetings, to assess the innovation needs of the business community and to communicate these to Creators; to seek investors

(h) searching for and identifying Intellectual Property Works and receiving notification forms

(i) to keep and administer the records relating to Intellectual Property Works and Intellectual Property Rights pursuant to Section 35

(j) conducting the negotiations on the utilisation, preparing and commenting the contracts under Chapter IV

(k) monitoring the exploitation of the Intellectual Property Works and Intellectual Property Rights licensed to the University, and collecting the fees due to the University

(l) conduct industrial property rights protection related proceedings.

## **Section 34**

### **The Innovation Board**

(1) The Innovation Board will be the decision-making and proposing body of the University in relation to Intellectual Property Works and Intellectual Property Rights, which will act and make decisions in the scopes of matters specified in certain provisions of this Policy, thus in particular

- (a) it will decide on the admission or rejection of Intellectual Property Works
- (b) it will decide on matters concerning publications and disclosure linked to such
- (c) it will decide on the proposed forms of Intellectual Property Rights, in particular industrial property rights protection
- (d) it will make proposals and recommendations to the Rector and the Chancellor for final approval concerning the use of Intellectual Property Works and Intellectual Property Rights
- (e) monitor university innovation and technology-transfer processes.

(2) The members of the Innovation Board include:

- (a) the University's Vice Rector for Strategy and Innovation,
- (b) the Innovation Centre's Deputy Director for Business Development,
- (c) the Chief of Staff to the Chancellor.

(3) The Innovation Board's secretariat and decision-preparation duties are performed by the KTO.

(4) The Innovation Board will be in session and take decisions as needed. The Innovation Board will adopt its decisions by a simple majority of votes cast, either in session or by written vote without a session. The Innovation Board may also hold its meetings by video conference, written votes may also be taken by email. Members may engage senior University employees (e.g. institute directors, and invited external industry/professional actors) as advisors in preparing decisions, on an incidental basis.

(5) Each year, by no later than 31 January of the year following the year in review, the Innovation Board shall provide the Chair of the Board of Trustees of the Foundation for Moholy-Nagy University of Art and Design with a written strategic management summary of the management of Intellectual Property Works and Intellectual Property Rights within the meaning of this Policy, with the following content:

- (a) the promotion, protection, and exploitation, furthermore, the achievement of the set of objectives of this Policy, the identification of trends and specificities
- (b) an itemised, structured overview and evaluation of intellectual property assets generated by the University during the year under review and of their exploitation
- (c) an analysis of the effectiveness of the rules and institutional units responsible for IP management, including possible planned changes.

(6) The Knowledge Transfer Office shall be obliged to do the following for the preparation of the strategic executive summary under Section 34(5):

- (a) provide all information and analysis requested by the Innovation Board, continuously during the year under review, but by no later than 10 January of the year following the year under review
- (b) support the Innovation Board in any other way in the preparation of the strategic executive summary.

## CHAPTER VII.

### REGISTRATION AND EVALUATION OF INTELLECTUAL PROPERTY WORKS AND INTELLECTUAL PROPERTY RIGHTS

#### **Section 35**

#### **The Student and The University Intellectual Property Register**

(1) The KTO will keep two types of registers in relation to Intellectual Property Works and Intellectual Property Rights subject to this Policy:

- (a) works and creations created in connection with the Students' academic obligations, including the keeping of records on Intellectual Property Works under Section 5 hereunder
- (b) the registration of Intellectual Property Works and Intellectual Property Rights subject to the eligibility of the University.

(2) The student register within the meaning of Section 35(1)(a) contains the following:

- (a) the unique case identification number assigned by the University
- (b) the title of the work, work, Intellectual Property Work, Intellectual Property, the names and addresses of its creators, the shares of creators in the case of several creators, their contact details and the name of the organisational unit, as well as the information contained in Annex 1 to this Policy and the completed notification forms;
- (c) The date of filing notification with the University of the Intellectual Property Work, Intellectual Property Rights under Section 10 hereunder,
- (d) pictures, videos that comply with Section 11 hereunder.

(3) The university register under Section 35(1)(b) will contain the following, as appropriate and mutatis mutandis:

- (a) the unique case identification number assigned by the University
- (b) the name of the Intellectual Property Work, Intellectual Property, the title of the work in the case of copyright protection, the title of the application or protection in the case of industrial property protection, the title of the solution, in the case of protected knowledge, its summary title, the form of protection, the names and addresses of its creators, in the case of several authors, the proportions of authors, their contact details and the name of the department, as well as whether the Intellectual Property was created as a work or whether it is a Service Industrial Property or an Employee Industrial Property;
- (c) the dates and deadlines relating to the Intellectual Property Work, Intellectual Property (in particular: date of transfer, date of disclosure, date of decision, date of filing, date of protection, date of payment of maintenance fee, date of expiry of protection/opportunity for renewal);

- (d) documents relating to the procedure for obtaining protection and to protection (in particular: public authority and court decisions), as well as relevant rights and facts
- (e) contracts (e.g. licensing contracts) and other documentation (including in particular the notification forms set out in Annexes 2 to 3 to the Policy) concerning the Intellectual Property Work, Intellectual Property and the data contained therein
- (f) remuneration and financial documents relating to the Intellectual Property Work, Intellectual Property
- (g) data on the publications related to Intellectual Property Works and Intellectual Property, suitable for identification.

### **Section 36**

#### **Valuation of Intellectual Property Works, Intellectual Property Rights**

(1) The University will—in accordance with accounting legislation—provide for, in an appropriate form and in sufficient detail, the valuation of Intellectual Property Works created and of Intellectual Property as intangible assets (including the recognition of expenses used to create Intellectual Property Works), and for keeping records on the same in its accounts, and for the recognition of expenses used to create Intellectual Property Works.

(2) The Knowledge Transfer Office, involving the Administration Office and the University’s Economic Directorate where necessary, will value Intellectual Property Works and Intellectual Property Rights using qualitative methods, including in particular:

- (a) the professional, technological aspects of Intellectual Property Works, the technological “maturity” of the work, its advantages relative to the state of the art
- (b) the forms, routes, territorial extensions, expected costs and return on investment of obtaining industrial property rights protection
- (c) the need to engage a representative (patent agent or lawyer)
- (d) the market aspects of the Intellectual Property Work, marketability, analysis of competitors, opportunities and conditions for exploitation and business development
- (e) the rights of third parties
- (f) the financial aspects of the Intellectual Property Work; the professional and financial contributions of the creators and the University; expected results
- (g) possibilities for further development, their costs and return on investment.

An external valuation expert should be engaged in the case of exploitation actions or consistently with accounting standards when determining market value is required or warranted.

CHAPTER VIII  
BASIC RULES RELATED TO USING THE UNIVERSITY'S BRANDING

**Section 37**  
**Basic Rules for the Use of Branding**

(1) The registered trademarks of the University, as well as the diagrams, names, indications appearing in its Image Manual and not registered as trademarks, moreover the official name of the University and indications that may be confused with the said may only be used for economic or communications purposes subject to the prior written consent of the University and based on a written contract. No specific written permission is required if the use of the name is required by this Policy as mandatory, and the manner of use is in full compliance with this Policy.

(2) In the written agreement mentioned in Subsection (1), it will be necessary to specify in particular the scope, manner, extent, duration and price of use, furthermore, the legal consequences related to any breach of the rules applicable to use, and the rules applicable to the termination of the contract. The use permit may only be non-exclusive and non-transferable.

(3) The name referred to in Subsection (1) above may not be used by University instructors, researchers and their groups, as well as in the context of statements, opinion statements and other works subject to copyright protection nor in respect of such, as if the respective statement, opinion or Copyright Work were the official position or opinion of the University, except in the case where the University has given its prior written consent to the said.

CHAPTER IX  
THE CONSEQUENCES OF BREACHING THE POLICY, REMEDIES

**Section 38**  
**Legal Consequences**

(1) If Creators or persons subject to this Policy do not notify the University of their Intellectual Property Work subject to this Policy, fail to offer it or do not deliver it within the time limit, or otherwise violate the provisions of this Policy, they will be liable, in particular for damages and disciplinary action, under the law applicable to the legal relationship in question, the employment contract or other contract and/or the applicable Employment Requirements System, as well as employment contracts or other contracts.

(2) Furthermore, any act that allows the unauthorised disclosure or publication of confidential or secret information concerning an Intellectual Property Work or Intellectual Property Right belonging to the University or that allows unauthorised persons to have access to it, including premature publication or disclosure that adversely affects the protection or exploitation of the Intellectual Property Work, will be considered a violation of the Policy.

(3) In addition to the foregoing, the University may require that the Creator who fails to disclose or otherwise violates the Policy

(a) vest all of their rights in the Intellectual Property Work to the University for no consideration, provided that the University would otherwise own the valuable rights and interests in the Intellectual Property Work and may require the University to sign all relevant documents; and

(b) promptly pay to the University that portion of its taxable profits from any exploitation of the Intellectual Property Work up to the date of the claim in excess of the remuneration due to the Creator under this Policy.

### **Section 39 Remedies**

(1) If a person subject to the personal scope of this Policy considers any decision or resolution of the University concerning them to be prejudicial in a proceeding under this Policy, they may, within fifteen (15) days of learning about the same, request, in writing and stating detailed reasons, a review by the Rector. The Rector will investigate the request and either initiate a new procedure or reject the request.

(2) In addition to and notwithstanding Subsection (1) above, the applicable statutory provisions shall prevail to disputes relating to this Policy and its implementation. The parties may turn to the courts to decide any disputed matters arising between the University and the Creators in connection with the Intellectual Property Works and to resolve any disputes.

## **CHAPTER X CLOSING PROVISIONS**

### **Section 40 Entry into Force**

(1) This Policy will enter into force on 1 September 2021, with the proviso that

(a) the Policy must also be applied to pending matters and activities in progress,

(b) in respect of Intellectual Property Works created, disclosed or notified prior to the effective date of the Policy, the provisions in force on the date of creation, disclosure or notification must be applied.

(2) This Policy is to be applied unconditionally to first-year students in the 2021/22 academic year. For all other Students of the University who are students on 1 September 2021, the University Policy on Intellectual Property Works Produced by Moholy-Nagy University of Art and Design's Students and Teachers, as adopted on 26 May 2008, will be applicable, however, for these Students and for students graduating from the University and taking their final examinations in academic year 2020/2021, will have the option until 31 December 2020 to voluntarily and retroactively subject themselves to this Policy by signing



the declaration set out in *Annex 4* to this Policy, and submitting the same to the Knowledge Transfer Office. If the Student signs the declaration attached as *Annex 4* to this Policy and submits the signed declaration to the Knowledge Transfer Office, the Student's student status in full, their entire period of study at the University and all their works, works of art, Intellectual Property Works and Intellectual Property Rights created during their entire period of study will be governed by this Policy.

(3) Fee agreements concluded between the University and the Creators of Intellectual Property Works prior to the entry into force of the Policy, as well as licence, rights transfer, contracting/engagement and other agreements already concluded by the University, will be governed by the provisions in force at the respective time of conclusion.

(4) With the entry into force of this Policy, the University's policy on intellectual property works produced by Students and Teachers at Moholy-Nagy University of Art and Design, adopted on 26 May 2008, will be repealed.

#### **Section 41** **Availability and Contract Templates**

(1) This Policy is available electronically on the following website: <https://mome.hu/ip-pont>

(2) In seeking to ensure that the basic provisions of this Policy are made as widely and as clearly known as possible to the persons subject to this Policy, the University will use various types text based and visual means of communication.

Budapest, 20 July 2021

József Fülöp DLA habil  
Rector

Dr Zsombor Nagy  
Chancellor

## Annex 1: Student Work, Creation Notification Form

I/we, the undersigned, ....., have created the following work as part of my/our obligations derived from my/our student status.

1. Title of the creation or work:

2. Nature of the work<sup>1</sup>

- Animation
- Theory
- Jewellery design
- Architecture
- Design
- Photography
- Media design
- Ceramic design
- Creating objects
- Graphic design
- Fashion and textile design
- Other: .....

3. Details of the creator(s):

Name(s):

Neptun code(s):

For more than one creator, each creator's shares will be: .....

Please indicate if there is any person among the creators who is not a student of the University: .....

4. Name of organisation unit:

5. Name of the teacher(s):

6. Do you intend to file for industrial property rights protection, and if so, which<sup>2</sup>:

- (a) Invention
- (b) Utility model
- (c) Design

7. Do you wish to keep your creation/work secret?

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<sup>1</sup> Underline as appropriate

<sup>2</sup> Underline as appropriate

8. In the case of a paper, essay, exam work, diploma work, master's work, thesis or dissertation stipulated or necessary for the discharging of academic or examination obligations or for the completion of studies or the award of a degree:

whether its confidential treatment is warranted on account of its eligibility for industrial property rights protection and/or maintaining its secrecy<sup>3</sup>

(a) Yes

(b) No

I, the undersigned, declare that the information provided on this form is correct and that I will immediately notify Moholy-Nagy University of Art and Design's relevant department of any changes to the same.

Budapest, ..... (year) ..... (month) ..... (day)

signature of notifier(s)

Attachments:

- pictures or videos of the creation/work, or its details

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<sup>3</sup> Underline as appropriate

## **Annex 2: Notification Form for Copyright Work Created Under Employment**

I/we, the undersigned author(s) of ....., declare that I/we have created the following copyright work in the context of my/our obligations arising from my/our legal relationship with Moholy-Nagy University of Art and Design.

1. Title of the copyright work:
  
2. Nature of the copyright work (underline as appropriate):
  - educational or scientific or other literature (e.g. teaching notes, teaching aids, individual textbook chapters, journalistic material)
  - works of applied arts and their designs
  - industrial design artwork
  - works created by drawing, painting, sculpture, engraving, lithography or other similar means, and their design drawings
  - costumes, sets and their designs
  - photographic artwork
  - cinematographic and other audio-visual works
  - software, program
  - design for architectural works, building complexes urban planning ensembles and technical facilities
  - databases qualifying as anthological works
  - public speaking
  - related legal performance, indicating its type (e.g. database)
  - Other: .....

3. Details of the author(s):

Name(s):

Contact details, address, phone, email:

In the case of co-authors, the person acting as representative:

If the co-authors include a person who is not employed by the University, please indicate this:

4. Does the Copyright Work include a result which may be the object of industrial property rights protection or exploited as such? (If yes, please fill in the Intellectual Property Work Notification Form.)

5. Describe the inputs that went into the creation of the copyright work.

I, the undersigned, declare that the information provided on this form is correct and that I will immediately notify Moholy-Nagy University of Art and Design's relevant department of any changes to the same.

Budapest, ..... (year) ..... (month) ..... (day)

signature of notifier(s)

Attachment:

a detailed description of the work, enclosed in a sealed envelope

**Annex 3: Notification Form for Intellectual Property Work or Proprietary Information  
(Know-How) Suitable for Industrial Property Rights Protection, on the Basis of  
Employment**

I/we, the undersigned ....., declare that as a result of my/our work at the Moholy-Nagy University of Art and Design, I/we have developed the following work.

1. Title and brief description of the work (without confidential information):

The proposed form of protection (e.g. patent, utility model, design, know-how, etc.) to safeguard the above work:

2. Is it justified to file a protection application in another country? If so, which countries?

3. Please indicate the nature of the work by underlining per the below:

- Industrial property work through service obligation (invention, utility model, design)
- Employee industrial property work (invention, utility model, design)
- Proprietary information (know-how)

4. Please describe the keywords related to the work.

5. Please list the researchers who, as far as you know, are working on developing solutions in subject matter of the solution.

6. Describe the literature research you have carried out, and provide accessibility details for the nearest literature references found.

7. Describe how the developed solution differs from currently known solutions: What is innovative in or the novelty of the solution; what insight led to developing the solution; what was the objective that the developers intended to achieve?

8. Please list the companies and firms that, as far as you know, are involved in the development or use of technologies and solutions that fall within the scope of the work.

9. Describe your ideas on the market exploitation of the invention and its areas of use.

**10. Details of the inventor(s)/developer(s):**

- a) Name(s):
- b) Share as inventor, creator/Ratio of contribution:
- c) Organisation unit(s),  
position(s):.....  
.....
- d) Contact details – address, phone, email:
- e) The representative of the creators (in case of multiple creators):

If the creators include a person who is not employed by the University, please indicate this:

**11. Was an employee of another university, institution or business organisation involved in developing the intellectual property work? Was any material or equipment from an outside person/third-party organisation used in producing the intellectual property work?**

**12. Describe the inputs that went into creating the intellectual property work.**

**13. What data and information about the intellectual property work have been made public by the creator up to the date of the notification?**

**14. Do you plan to present or publish the work in the future? If so, how and when?**

**15. Are there any contracts or other obligations that may affect your intellectual property rights? If so, please describe.**

**16. Have you received any inquiries, offers or market interest in the exploitation of your intellectual property work? If so, what was the essence of the request?**

I, the undersigned, declare that the information provided on this form is correct and that I will immediately notify the relevant department of Moholy-Nagy University of Art and Design of any changes.

I will provide KTO with the documents supporting the factual accuracy of the information provided. I acknowledge that the documents provided may be accessed by members of the KTO.

I commit to playing an active role in understanding and exploring the technical aspects of the notified intellectual property work, both in discussions with the KTO and with the patent administrator or lawyer.

I/we declare that I am/we are the sole inventor(s) or creator(s) of the invention or other industrial property work, and that I/we have not knowingly excluded any person from the circle of creators who has made a substantial contribution to developing the invention.  
I will not provide third parties with any information about the work or solution.

Budapest, ..... (year) ..... (month) ..... (day)

.....  
signature of notifier(s)

Moholy-Nagy University of Art and Design commits to keeping the above data confidential.

Attachment:

6. a detailed description of the work, enclosed in a sealed envelope
7. where there is any obligation that may affect rights linked to the intellectual property work, a copy of the underlying document (e.g. research contract, grant agreement, etc.)



## **Annex 4: Student Declaration**

### **Student Declaration**

on accepting Moholy-Nagy University of Art and Design's new Intellectual Property Management Policy

I, the undersigned ..... (home address: .....; Neptune code: .....), as a student of Moholy-Nagy University of Art and Design, declare that I have read the University's Intellectual Property Management Policy, which entered into force on 1 September 2021, and that I accept and consider myself bound by the provisions of the Policy for the duration of my entire student status and for all activities, works, creations, and Intellectual Property Works and Intellectual Property Rights created during my entire student status.

Budapest, ..... (year) ..... (month) ..... (day)

.....  
signature of student