

University of Rijeka



**Regulation on Intellectual Property Management
at the University of Rijeka**

Rijeka, 2010

In accordance with article 59 of the Statute of the University of Rijeka (consolidated text of December 10th 2008) and at the proposal of the Commission for the preparation of the Regulation for Intellectual Property Management of the Technology Transfer Office, the Senate of the University of Rijeka at the 14th session held on May 18th 2010 adopts the

Regulation on Intellectual Property Management at the University of Rijeka

I. General provisions

Article 1

This Regulation regulates the procedures and interrelations of the University of Rijeka (hereinafter University) and its constituents and individuals, and all other persons, in regard to the disclosure, evaluation, legal protection and commercialization of intellectual products created at the University or any of its constituents, or the University or any of its constituents has rightful claims based on the law, work contract or any other contract.

Article 2

1. This Regulation concerns all intellectual products created as a result of research, scientific, expert or any other activity at the University or its constituents, in which the means of the University or its constituents have been used (equipment, services, human potential, financial means, time, etc.), including especially those intellectual products created during the work or connected to the work at the University or its constituents, and those intellectual products created in the framework of projects done at the University or its constituents. Intellectual products subject of this Regulation are specifically the following:
 - Inventions suitable to be protected by a patent or consensual patent;
 - Innovations, technical advancements and knowledge and experience not suitable to be protected by patents or consensual patents or any other form of legal protection with absolute scope, but have a certain degree of novelty or innovation accepted by relevant expert circles;
 - Design apt to be protected under the industrial design law;
 - Data bases suitable to be protected by a copyright, by the data bases producers' rights or any other intellectual property rights;
 - Computer programmes suitable for protection by a copyright or any other intellectual property rights;
 - Plant species suitable to be protected under the plant breeding right;
 - Signs and marks suitable to be protected by seals, geographic origin marks or authenticity marks;

- Topographies of semiconductors suitable to be protected under the topography of semiconducting products rights;
2. This Regulation does not concern the following intellectual products, provided that it has not been otherwise specified by the law or a contract:
 - Author's works created in the framework or in connection with the lectures or lecture's requirements, that is in regard to scientific research, including lectures, written scientific, expert or other works (articles, books, textbooks, lecture notes, collected Regulations, etc.);
 - Author's works in the field of literature (novels, short stories, lexicons, etc.)
 - Author's works in the field of the arts, including musical, visual and audiovisual author's works (compositions, paintings, sculptures, films, etc.);
 - Works protected by rights related to author's rights in the field of musical, film or any other art (artistic performances, phonograms, video grams, etc.).

Article 3

1. This Regulation concerns all the employees of the University or any of its constituents.
2. This Regulation concerns also all the other persons that based on any other legal relation cooperate with the University or any of its constituents, and that, in relation to such a relationship, use the means of the University or any of its constituents and that have agreed, with a contract signed with the University or any of its constituents, for this Regulation to be applicable in their case as well. This, specifically, can be guest researchers or lecturers, subcontractors, external members of research teams, external consultants and other experts, students of undergraduate, graduate and postgraduate courses, etc.

II. Role and duties of the University and its constituents

Article 4

The University encourages the research and expert work at the University and its constituents, and facilitates the commercialization and promotion of the results of such work in the interest, first of all, of the University, its constituents, researchers and scientists working at the University and its constituents, and the society as a whole.

Article 5

1. If the University or any of its constituents or the constituents among themselves jointly participate in researches, scientific, expert or any other activity that can originate intellectual products to which this Regulation applies, they shall by contract define the mutual rights and obligations between the University and the related constituent or between the concerned constituents, and in respect to the products, taking into consideration the provisions on intellectual property.
2. The University and any of its constituents or the constituents mutually shall, prior to the stipulation of the contract as of paragraph 1 hereto, define the rights and obligations, with employees, researchers and other persons included in the activities mentioned in paragraph 1 hereto, in relation to intellectual products that can be created as the result of activities related to the mentioned contracts, taking into consideration the provisions on intellectual property.
3. The University and all of its constituents shall before commencing a sponsored project, a project financed from special incentives funds and projects financed with means that are not of the University or any of its constituents, define the mutual relations, as well as the relations with sponsored, physical or legal person financing the project, and other persons participating in such a project, as regards intellectual products subject of this Regulation and that are created as a result of the work on such a project, taking into consideration the provisions on intellectual property.

Article 6

The definition of legal relations, pursuant to article 5 hereto, on behalf of the University shall be done by the Technology Transfer Office (hereinafter TTO). The TTO shall, upon request of any constituent, offer expert help in defining relations pursuant to article 5 of this Regulation and in accordance with its capacities.

III. Competent bodies and other legal persons

Article 7

1. The University's bodies authorised to act in accordance with this Regulation are the Rector of the University, the Technology Transfer Commission and the Technology Transfer Office.
2. Besides the University, this Regulation is also followed by other legal persons when obliged to do so by law or other Regulation, or on voluntary basis, including the Scientific-technology Park of the University of Rijeka and the Technological-innovation Centre of Rijeka.

Article 8

1. The University establishes a Technology Transfer Commission (hereinafter Commission) as an advisory body to the University's Rector and with the following tasks:
 - In every procedure of disclosure and evaluation as per section IV of this Regulation, prepare for the Rector an Opinion on the Legal Protection and Commercialization of Intellectual Products pursuant to article 2 paragraph 1 hereto;
 - Supervise the implementation of legal protection and commercialization of intellectual products as per article 2 paragraph 1 of this Regulation; and
 - If necessary, advise the Rector on other matters related to the transfer of technologies from the University to the economy.
2. The Commission shall have seven members, five permanent and two *ad hoc* members. The three permanent members are by function the University's Vice-rector for science and research, the Head of the Technology Transfer Office of the University of Rijeka and the Director of the Scientific-technological Park of the University of Rijeka. The remaining two permanent members are appointed by the Rector of the University for a period of 3 years and selected among the prominent researchers and scientists of the University and its constituents that have specific knowledge and experience in the technology transfer field.
3. For every procedure carried out in accordance with the provisions of this Regulation, the president of the Commission, at the proposal of the Head of the Technology Transfer Office, appoints two *ad hoc* members of the Commission that have specific knowledge and experience in the scientific field relevant to the intellectual product subject of the Application as per article 13 of this Regulation.
4. Every Commission member shall disclose the existence of any circumstance that could be the reason for a conflict of interests in relation to a certain subject of the Application or its submitter and sign a statement of non-existence of the conflict of interests in relation to every subject of an Application and its submitter. In case of a conflict of interests of a member of the Commission, the Rector appoints an *ad hoc* member as replacement. The mentioned *ad hoc* member is subject to the provisions regarding the conflict of interests as per this paragraph.
5. The University's Vice-rector for science and research is the president of the Commission and presides over the Commission's meetings. In his absence, the meetings as presided by a member of the Commission by him authorised.

6. The Commission can take a decision if the majority of its members are present on the meeting. The decisions are taken by the majority vote of all its members.
7. The Commission establishes the Rules of Procedure of the Technology Transfer Commission.

Article 9

1. The Technology Transfer Office of the University of Rijeka (hereinafter TTO) is a structural unit inside the University through which the University carries out the activities defined in this Regulation. The TTO has, mainly, the following tasks:
 - Receive every Application of the disclosure of an intellectual product pursuant to article 13 of this Regulation (hereinafter Application);
 - Carry out the Application procedure consisting of: the expert evaluation of the possibilities of legal protection of the intellectual product subject of the Application in accordance with the intellectual property rights; the estimate of the commercial value of the intellectual product subject of the Application; the checking of the holder of the right to the intellectual product subject of the Application; the performance of activities related to the contracting between the applicant, other holders of intellectual property rights to the intellectual property subject of the Application, a constituent of the University and the University itself; and the drafting of the Report on the procedure carried out in relation to the Application, as well as the Proposal to the Commission in relation to further actions to be undertaken as per the Application;
 - If necessary, carry out activities in the protection procedure by intellectual property rights (registration, etc.);
 - Manage the Register of submitted Applications and archives the records containing all the documentation related to a certain Application;
 - Give support to the research and expert work at the University and all its constituents;
 - Promote the research and expert work at the University and all its constituents, and provide to promulgate the results of that work to the scientific, expert, economic spheres and the public;
 - Raise the level of consciousness at the University and all its constituents on the intellectual products and the need of their protection in accordance with the intellectual property rights; and
 - Perform other tasks related to the disclosure, evaluation, legal protection and commercialization of the intellectual property and other tasks at the request of the Commission.
2. The work of the TTO is managed by the Head of the TTO that is responsible to the Rector of the University for the performance of his/her work.

3. The TTO shall draft a report on its activities every 6 months, as well as on the implementation of the single procedures following the Application. While doing so it shall oblige the duty to protect the secrecy of information as per article 22 of this Regulation. The Report is submitted to the Rector of the University and to the Commission.

Article 10

1. The Scientific-technological Park of the University of Rijeka Llc (hereinafter STP) is a company whose sole share-owner is the University.
2. The STP is managed by the company's director that is responsible to the Rector and the Senate of the University in accordance with the Regulation and official documents of the STP. The supervision of the work of the STP is done in accordance with the Regulation and official documents of the STP.
3. The activities of the STP are defined by the official documents of the STP brought in accordance with the Regulation.
4. Of the activities defined by this Regulation, the STP performs those activities that is bound to or accepts to perform in accordance with the Regulation and official documents of the STP including:
 - If necessary, activities in the process of the legal protection with intellectual property rights (registration etc.) according to this Regulation;
 - If necessary, activities in the process of commercialization of intellectual property rights according to this Regulation; and
 - Other activities in accordance with the Regulation and official documents of the STP.

Article 11

1. The Technological-innovation Centre of the University of Rijeka Llc (hereinafter TIC) is a company whose one of the share-owners is the University.
2. The TIC is managed by the company's director whose responsibilities are defined with the Regulation and the official documents of the TIC. The supervision of the work of the TIC is done in accordance with the Regulation and official documents of the TIC.
3. The activities of the TIC are defined by the official documents of the TIC brought in accordance with the Regulation. Of the activities defined by this Regulation, the TIC performs those activities that he is bound to or accepts to perform in accordance with the Regulation and official documents of the TIC.

Article 12

1. The expert activities regarding the disclosure, evaluation, legal protection and commercialization of the intellectual products at the University, in accordance with this Regulation, are carried out in collaboration by the TTO, as the constituent of the University, and the STP and the TIC, as companies whose share-owner is the University.
2. The carrying out of certain expert duties defined by this Regulation is shared among the TTO and the STP, i.e. the TIC, pursuant to the following:
 - In accordance with this Regulation, the TTO performs experts activities regarding the disclosure and evaluation of intellectual products that are the subject of the Application, and, if needed, the expert activities regarding the legal protection and commercialization of these products (especially registration and licencing of intellectual property rights);
 - In accordance with this Regulation, the STP, if necessary and if it agrees, performs expert duties regarding the legal protection and commercialization of intellectual products that are the subject of the Application and that are not covered by the TTO, provided that the STP besides that carries out also other expert activities from its scope of activity;
 - In accordance with this Regulation, the TIC, if necessary and if it agrees, performs expert duties regarding the commercialization of intellectual products that are the subject of the Application and that are not covered by the TTO, provided that the TIC besides that carries out also other expert activities from its scope of activity;
3. If in the performance of the expert activities defined by this Regulation, a misunderstanding should arise or overlapping between the TTO and the STP, or the TIC, they shall without delay agree on the mutual repartition of the single expert activities. They shall inform the Rector of the University of the reached agreement and the Rector shall approve the agreement prior to its implementation.
4. The University and the STP can make an agreement regulating the mutual relations as regards the issues defined by this Regulation.

IV. Disclosure and evaluation procedure

Article 13

1. The disclosure and evaluation procedure before the TTO starts by submitting the Application on the disclosure of intellectual products as per article 2 hereto

(hereinafter Application). The persons, to whom this Regulation is applicable, submit the Application as soon as the intellectual product has been created. The Application as per this paragraph does not oblige the submitter to transfer the rights related to the subject of the Application, but it is presented with the aim of registration of the scientific work and the results of such work at the University.

2. The Application is submitted by:

- Persons, as per article 3 of this Regulation, together with the head of the concerned constituent of the University, if the intellectual product has been created within that constituent;
- Persons, as per article 3 of this Regulation, independently if the intellectual product has been created at the University.

3. The Application is submitted on a form prescribed by the TTO. In the Application, the intellectual product is disclosed, subject of the Application, to the point that is sufficient to carry on the disclosure, evaluation, legal protection and commercialization procedure of the intellectual products based on this Regulation. If the intellectual product is not sufficiently disclosed in the Application, the TTO determines a deadline for the submitter to elaborate and gives instructions on additional disclosures of the subject of the Application. Provided that the submitter in the additional time given fails to sufficiently disclose the subject of the Application, the TTO can suggest to the Rector of the University to reject further actions regarding the Application. The Rector of the University brings the decision on the rejection of further actions within 10 days from the day he/she receives the proposal form the TTO.

4. The Application's submitter shall file together with the Application also a Statement on the Intellectual Property Rights Holders in which the holders of the intellectual rights on the Application's subject are defined and by which he/she guarantees the truthfulness of the data. The statement is given on a form provided by the TTO. The submitter shall submit proof (contracts, agreement excerpts, etc.) to corroborate the statement. If the Statement and the pertinent proof are not submitted, in the adequate way, together with the Application, the provisions of paragraph 3 of this article are applied as regards the rejection of further actions concerning the Application.

Article 14

1. Upon reception of the Application, the University can suggest to the submitter and other holders of rights, the conclusion of a Contract on the Transfer of Rights and the Protection and Commercialization of the Intellectual Product subject of the Application (hereinafter Contract).

2. The offer to conclude a Contract is based on the following principles:

- As a rule the University obtains the intellectual property rights, including the right to submit Applications for the protection of intellectual property rights (by registration, deposit, etc.). If the intellectual property rights are

untransferable, the University obtains the utilization rights, which are suitable for the unlimited in time and the full economic utilization of the Application's subject at home and abroad. Exceptionally, the intellectual property rights can go to the Application's submitter if that is justifiable due to specific circumstances, while the University can obtain the utilization rights in a limited or unlimited scope;

- As a rule the University meets all or part of the expenses of legal protection and commercialization of the intellectual product subject of the Application. If the University meets only part of the expenses, other financing sources must be found. Part of the legal protection costs can be met by the submitter;
- The University, generally via the TTO or the STP, carries out the legal protection and commercialization procedure in accordance with the Decision of the Rector of the University, pursuant to article 16 paragraph 3 of this Regulation, and in cooperation with the Application's submitters. Exceptionally, the legal protection and commercialization procedure can be carried out by the Application's submitter if that is justifiable due to specific circumstances of the single case;
- The University can dispose of the intellectual property rights, gained based on the Contract, in the process of commercialization, in every way that is proper to gain optimal commercialization results;
- In the procedure of legal protection and commercialization of an intellectual product subject of the Application, the University and/or the STP can abandon further actions or terminate the Contract if they determine that further actions are economically not viable or not justified for any other reason. In such a case the provisions of article 16 paragraph 5 hereto are applied and all the intellectual property rights existing on the intellectual property subject of the Application at the moment of abandonment are returned without compensation to the Application's submitter.
- The University determines under what conditions and in what way the name and the marks of the University can be used in carrying out duties and obligations resulting from the Contract.

3. The expert activities related to the Contract are carried out by the TTO.

4. If this Contract is not concluded, the TTO does not continue the procedure related to the Application.

Article 15

1. The disclosure and evaluation procedure by the TTO is done in accordance with the procedure defined in this Regulation, and upon the conclusion of the Contract from the foregoing article.

2. Upon the receipt of the Application and the statement mentioned in article 13 hereto, the TTO carries out the evaluation of the possibility of protection by intellectual property rights of the intellectual product subject of the Application.
3. Upon completion, that is, simultaneously with the procedure mentioned in paragraph 2 above, the TTO carries out the verification of the holder of possible intellectual property rights of the intellectual product subject of the Application.
4. After the evaluation and the verification, from paragraphs 2 and 3 above, are carried out, that is, simultaneously with that procedure, the TTO undertakes the procedure of evaluation of the justification to start the intellectual property rights protection procedure to be carried out in regards to the intellectual product subject of the Application in the Republic of Croatia and/or abroad, and drafts a proposal and an estimate of the costs of the legal protection procedure.
5. Upon completion of the procedure mentioned in paragraph 4 above, that is, simultaneously with it, the TTO carries out the estimate of the commercial value of the intellectual product subject of the Application, i.e. the intellectual property rights that, in accordance with the estimate pursuant to paragraph 1 above, can be applied.
6. In carrying out the activities envisaged by this article, the TTO can always request the cooperation of the Application's submitter.
7. In carrying out the activities envisaged by this article, besides the services of the employees of the University and its constituents, in accordance with the official documents of the University and its single constituents, and in accordance with specific contracts, the TTO can use services of subcontractors, consultants and other experts.

Article 16

1. The TTO shall complete the disclosure and evaluation procedure, as aforesaid in article 15, in 60 days from the receipt of the Application, that is, from the receipt of the amended Application pursuant to article 13 paragraph 3 hereto. If the subject of the Application is extremely complex, the deadline can be prolonged for another 30 days.
2. The report on the carried out procedure from article 15 of this Regulation, together with the proposal for further actions to be undertaken with the subject of the Application, the TTO submits, as soon as it is drafted, to the Commission. The report and the proposal are drafted on a form given by the TTO.

Article 17

1. Based on the TTO's report and proposal, as defined in article 16 paragraph 2 hereto, and after the completion of other actions and procedures regarding the expert verification and evaluation, the Commission shall within 30 days from the receipt of the report and proposal, draft and deliver to the Rector of the University the Opinion on further actions regarding the intellectual product subject of the Application. If the subject of the Application is extremely complex, the deadline can be prolonged for another 15 days.
2. In drafting the Opinion, pursuant to the above paragraph 1, the Commission can use the services of the employees of the University, especially the TTO, and its constituents in accordance with the official documents of the University and its single constituents and in accordance with specific contracts, as well as the services of subcontractors, consultants and other experts.
3. The Opinion, mentioned in paragraph 1 hereto, is delivered to the Rector of the University to bring the Decision on subsequent activities with the intellectual product subject of the Application. With it the Rector of the University decides if the University shall continue with the legal protection and commercialization procedure regarding the intellectual product subject of the Application.
4. When the Decision of the Rector of the University, pursuant to paragraph 3 hereto, is positive it contains:
 - The decision on the type of legal protection to be applied on the intellectual product subject of the Application (patent, copyright, business secret, etc.) and its scope (inland, abroad);
 - The decision whether the University shall meet the expenses of legal protection and to what extent, and, if necessary, the proposal to find new sources of financing the legal protection expenses;
 - The decision as to who shall carry out the subsequent commercialization procedure (the University via the TTO, STP, or together the STP and the University via the TTO, or a third party);
 - The proposal on the implementation of the subsequent commercialization procedures (via the so called spin off, start up or spin out companies, licensing or other) and other conditions of commercialization, including the proposal for the intellectual property rights management regarding the subject of the Application; and
 - The decision whether the University shall meet the commercialization expenses and to what extent, and, if necessary, the proposal to find new sources of financing the commercialization expenses.

5. The negative Decision of the Rector of the University, pursuant to paragraph 3 hereto, authorises the Application's submitter to act with the intellectual product subject of the Application as if the Application was never submitted to the TTO. In the case of a negative decision of the Rector of the University, the University shall maintain the confidentiality of data in accordance with article 22 of this Regulation. The University shall not in any way use the data from the Application nor disclose them to anyone. If this obligation is breached, the University shall be responsible for the damages in accordance with the rules.
6. The Rector of the University shall reach the Decision, as regards paragraph 3 hereto, in 30 days from the receipt of the Opinion of the Commission, as per paragraph 1 hereto. The Rector's Decision is delivered without delay to the submitter of the Application and given notice to the Commission and the TTO.

Article 18

1. The Application procedure, from the day the Application is submitted, that is, the Application is amended, until the day the Rector's Decision is sent, in accordance with article 16 paragraph 3 hereto, to the submitter can not last longer than 180 days.
2. The deadline, paragraph 1 hereto, can be prolonged only with a prior written consent of the submitter of the Application, and for the time the University and the submitter jointly agree.
3. If the decision of the Rector of the University is not sent on time, as defined in paragraphs 1 and 2 hereto, to the submitter of the Application, pursuant to article 16 paragraph 3 of this Regulation, it shall be deemed that the Rector's decision is negative and the provisions of article 16 paragraph 5 hereto shall be applied.

Article 19

1. The University shall make sure that all the persons participating in the Application procedure are obliged to the University and the submitter of the Application to keep the secrecy of data in accordance with the provisions of article 22 hereto. If these persons violate the obligation of secrecy, they are liable for damages in accordance to the rules.

Article 20

1. The actions of the University and other persons, as regards the procedure of legal protection of the intellectual product subject of the Application by registration with the

competent bodies or in another way, are carried out in accordance with the Contract defined in article 14 hereto.

2. The Contract establishes who meets the expenses of the legal protection procedure, to what extent and in what way.
3. In performing the activities related to the legal protection procedure, the University and/or the STP can authorise one or more patent representatives and/or attorneys or other experts to be the representatives in front of the competent bodies, and, if necessary, to carry out other expert tasks.

Article 21

1. The commercialization procedure of the intellectual product subject of the Application is carried out in accordance with the Contract defined in article 14 of this Regulation.
2. The Contract defines who meets the commercialization expenses, to what extent and in what way.
3. In the commercialization procedure the following activities are carried out:
 - In depth examination of the legal, economic and other aspects of the intellectual product subject of the Application, and of the overall plan of commercialization and financing as per the Rector's Decision, as per article 17 paragraph 3 hereto, and pursuant to the Contract from article 14 hereto, the examination of the risk level and the conflict of interest etc. (*due diligence*);
 - The drafting of detailed strategic and implementation plans for all the commercialization stages in accordance with the Rector's Decision, as defined in article 14 hereto, and the results of the carried out in depth examination; and
 - Other activities which aim is to reach an optimal economic exploitation of the subject of the Application (market research, business education, prototype construction, networking, search for investors, foundation of spin off, start up and spin out companies, closing of licence contracts and other contracts on the intellectual property rights management, consultancy services, etc.)
4. If during the commercialization procedure, the intellectual property right, on the subject of the Application, is licenced, the University and the STP shall respect the following principles:
 - One licence contract is applicable to only one research or development project, or other form of integral research or development undertaking which aim is to reach a certain result. The authority to exploit all the intellectual property rights pertaining to the University or its constituent can not be given with one licence contract;

- The licence contract provides for the possibility to cancel the contract if the licence holder does not fulfil all the contractual obligations in the set timeframe and the return of the transferred rights in case of cancellation;
 - The licence contract defines the distribution of the obligations to meet the maintenance expenses in the amount of the value of the intellectual property rights subject of the licence, and the expenses of the protection of the mentioned rights from third party breaches; and
 - The licence contract provides for the possibility and defines the conditions to contract sub-licences.
5. If during the commercialization procedure a new company is founded (spin off, start up, spin out, etc.), the shares in the company are defined with a special contract between the University, its constituent, the submitters of the Application and the STP. The activities regarding the foundation of such a company are carried out by the TTO on behalf of the University, when it is established that the University has a share in the company. The University can not have more than a 25% share in such a company. The distribution of profits of the company is defined in the articles of association of the company.

Article 22

1. The income, in terms of this Regulation, is all the means gained by the commercialization of the subject of the Application, in accordance with the Contract defined in article 14 hereto.
2. The profit, in terms of this Regulation, is the income mentioned in paragraph 1 hereto reduced by:
 - All the taxes and other levies;
 - Direct expenses regarding activities connected with the Application (fees to members of the Commission, travel expenses, accommodation expenses and other similar justified expenses);
 - Direct expenses arising from the legal protection procedure (registration, value maintenance, legal representation costs, translation costs, etc.);
 - Direct expenses connected with the commercialization of the legal protection subject (consultancy expenses, negotiation and contract concluding expenses, company founding expenses, etc.); and
 - Administrative expenses of the University in the fixed amount of 5% of the overall income.
3. If the Contract, defined in article 14 hereto, does not otherwise specify, the profit, as per paragraph 2 of this article, is divided between the University, one or more constituents and the person, defined in article 3 hereto, or more persons, that are the original intellectual property

rights holders as regards the subject of the Application (researchers/authors), and following the below scheme:

PROFIT	RESEARCHERS/AUTHORS	CONSTITUENT	UNIVERSITY
< 50,000 HRK	100%	0%	0%
50,000 – 200,000 HRK	50%	20%	30%
> 200,000 HRK	30%	30%	40%

4. If the intellectual property, whose commercialization resulted in an income, as per paragraph 1 hereto, resulted from the cooperation of more researchers or authors, then they are entitled to a proportional amount in the share defined in the table of paragraph 3 hereto regarding researchers/authors. If the intellectual property, whose commercialization resulted in an income, as per paragraph 1 hereto, resulted from the cooperation of more constituents of the University, then they are entitled to a proportional amount in the share defined in the table of paragraph 3 hereto regarding constituents.
5. The share that after the repartition, as defined in paragraph 3 hereto, belongs to a constituent of the University is meant especially for the stimulation of research and expert work of the organizational unit or constituent (department, section, division, institute, etc.) out of which came the intellectual product whose commercialization resulted in the income referred to in paragraph 1 hereto. If the intellectual property, whose commercialization resulted in an income, as per paragraph 1 hereto, resulted from the cooperation of more organizational units of a constituent, then they are entitled to a proportional amount in the share of the constituent.
6. The share that after the repartition, as defined in paragraph 3 hereto, belongs to the University is meant especially for the stimulation of research and expert work at the University, the promotion of such activities and for the legal protection and commercialization of the results, which includes the functioning expenses of the TTO.

Article 23

1. The members of the technology-transfer Commission, the TTO's employees, other employees of the University and its constituents, the STP's employees, the submitters of the Application, subcontractors and all other persons that in any way participate in the activities defined in this Regulation, shall keep as a business secret all the data regarding the intellectual property subject of the Application, as well as all the related information revealed to them in the disclosure, evaluation, legal protection and commercialization procedure of the intellectual product subject of the Application.

2. The University shall provide that all the participants in the activities defined by this Regulation deliver a signed Statement on the keeping of the secrecy of information. The form of the Statement is provided by the TTO.
3. The persons creating intellectual products subject of the Application shall keep the data about these products as a business secret before the submission of the Application, as well as afterwards, if that can jeopardise the intellectual property rights acquisition or the successful commercialization of these products. They can disclose data on the intellectual products only after the Contract, defined in article 14 hereto, is concluded and under the conditions defined in the said Contract. If such data was disclosed prior to the submission of the Application, they shall describe the way, location and time of disclosure, and for the possible damages arising as a consequence, they shall be liable as defined by the rules.

Article 24

This Regulation shall enter into force on the day it is adopted by the Senate of the University.

RECTOR

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This Regulation is posted on the University's announcement board on May 18th 2010 and it shall enter into force on May 26th 2010.

GENERAL SECRETARY

Roberta Hlača-Mlinar, LLB