



## LIEPĀJAS UNIVERSITĀTE

### REGULATIONS OF LIEPAJA UNIVERSITY INTELLECTUAL PROPERTY MANAGEMENT

**APPROVED**

in the LiepU Senate Meeting on February 22, 2016,  
Minutes No 7

Issued in compliance with the Liepaja University Constitution Paragraph 2.4

#### I. General Matters

1. Regulations of Liepaja University Intellectual Property Management (hereafter – Regulations) state the rights and responsibilities of Liepaja University, Staff and Students, Third Parties in relation to the Intellectual Property created by and belonging to Liepaja University Staff and Students, regulations of commercialization of intellectual property, procedure of contract signing about the application of intellectual property and distribution procedure of the incomes from the intellectual property.
2. The terms used in the Regulations:
  - 2.1. Employee – a physical entity, who has signed an employment contract, enterprise contract or royalty contract with Liepaja University about commissioned work, which shall be acknowledged as the object of intellectual property in compliance with Legislation in force in the Republic of Latvia and these Regulations. An Employee with this contract implements inventive activity, particular research, its part, writes particular paper, develops a study programme or course, methodological materials of studies, materials for lectures, creates databases, software programmes, websites, reviews author work, prepares reviews, concepts for exhibitions, creative workshops, provides scientific opinions, creates visual art work, design samples or performs any other activity related to intellectual property creation.
  - 2.2. Student – a person who has signed a contract about studies with Liepaja University, also hearers, course members, if the contract has been signed with LiepU about the study programme acquisition.
  - 2.3. Third Party – physical or legal person, except for Liepaja University, Employee and Student.
  - 2.4. Employment Contract – a work contract between Liepaja University and Employee, also the enterprise contract or royalty contract about the commissioned work by Liepaja University.
  - 2.5. Project Contract – a contract between Liepaja University and Third Party who Liepaja University carries out research with or any other work related to intellectual property creation for a fee for the benefit of University, including state projects and projects funded by the EU.

- 2.6. Contract for Project Implementation – an employment contract, royalty contract or enterprise contract signed by Liepaja University with Employee/Student to implement Project Contract.
  - 2.7. Commercialization Agreement – an agreement between Liepaja University, Employee/Students and Third Party about the use of intellectual property belonging to Liepaja University or created by Employee/ Student for commercial purposes.
  - 2.8. Patent – Intellectual Property Owner Exclusive Rights confirmed in writing by the LR Patent Office or other institutions responsible for it.
  - 2.9. Object of Intellectual Property (also intellectual property) – an invention, design sample, trademark, topography of semiconductor products, know-how, name or symbol of Liepaja University and/or its structural units, or copyrighted work according to Royalty Law created as a result of scientific , academic or artistic activity.
  - 2.10. Property Rights- rights stated in Royalty Law Paragraph 15.
  - 2.11. Moral Rights- rights stated in Royalty Law Paragraph 14.
  - 2.12. LiepU - Liepaja University.
3. The task of LiepU is to use LiepU Intellectual Property in an efficient way. In order to implement the task, LiepU assesses the commercial potential of Intellectual Property and in case of a necessity submits the patent application or issues the licence for Intellectual Property application, or performs other similar activities.
  4. The LiepU responsibility is to carry out the necessary activities in order to provide economic use (commercialized) of Intellectual Property objects in the best possible way, including permission for Third Parties to obtain the patent, receive the licence.
  5. Employee/ Student is entitled for compensation for Intellectual Property Object creation and incomes obtained as a result of economic use (commercialization).
  6. The Senate is authorized to make decisions on behalf of LiepU about the use of Intellectual Property rights or refusal from the rights use to LiepU Intellectual Property, decisions whether to allow or forbid using LiepU Intellectual Property outside LiepU, also the decisions to allow or forbid to use LiepU name or symbols.
  7. The Senate is authorized to decide about further retention of the already existing patent, taking into account the envisaged benefit from the economic use of the registered patent (commercialization).
  8. LiepU does not approve of plagiarism.
  9. If an Employee creates plagiarism, the issue of termination of the employment contract shall be considered.
  10. If a Student creates plagiarism, the issue of the student's ex-matriculation shall be considered.

## **II. Identification and Ownership of Intellectual Property**

11. If an Employee has created Intellectual Property, implementing the responsibilities arising from the Employment Contract/job description, the property rights to the property belong to LiepU.
12. If Intellectual Property has been created as a result of a publicly funded research, the rights of Intellectual Property belong to LiepU, unless the contract for the provision of public funding states differently.
13. If an Employee has created Intellectual Property, implementing the particular responsibilities stated in the Contract about Project Execution and the rules of Paragraph 11 shall not be

attributed to it, the property rights to Intellectual Property belong to LiepU, unless it has been stated differently in the Contract about Project Execution.

14. If an Employee has created Intellectual Property outside work duties and in its creation the LiepU financial, material or personal resources, or proceeds obtained through it, have been used, LiepU has got the property rights to Intellectual Property created by Employee in whole or in part. Employee shall immediately inform the LiepU Science Pro-rector about such work creation and LiepU resources application.
15. If a Student has created Intellectual Property, executing duties arising from the studies and contract (e.g. a report, annual paper, Bachelor's Paper, Master's Paper, Doctoral Thesis, graduation paper), LiepU owns property rights to Intellectual Property created this way.
16. Intellectual Property created by Student during the studies shall be assessed by the course lecturer and/or programme director, and taking into account the innovation and quality of the paper, the decision shall be made whether it is going to be published, publicly executed, disseminated, broadcasted, retransmitted and made available to the society and whether it is going to happen with LiepU name or without it.
17. If Student has created Intellectual Property outside the responsibilities arising from the contract with LiepU, and in its creation the financial, material or personal resources managed by LiepU or obtained through LiepU have been used, LiepU owns property rights to Intellectual Property created by Student in whole or in part. Student shall immediately inform LiepU Science Pro-rector about such work creation and LiepU resources application.
18. After termination of legal obligations with LiepU, LiepU retains the rights to publish, publicly execute, disseminate, broadcast, retransmit or make available for the society (e.g. in the library) Intellectual Property created by Student in whole or in part without any payment and approval by the Student for LiepU advertising purposes or the study process needs.
19. If the decision has been made about prohibition to publish, publicly execute, disseminate, broadcast, retransmit, make available for the society Intellectual Property created by Student, Student is entitled to appeal the decision, submitting a complaint to the Rector.
20. If the Student/Employee's Intellectual Property has been created using Third Party's either intellectual or material resources, Student/Employee shall inform LiepU about it. In such a case the contract shall be signed with Third Party about the rights to use Intellectual Property. In the contract the regulations are made taking into account LiepU and Third Party's contribution to Intellectual Property creation.
21. LiepU is authorised to require from Employee and/or Student any information about Intellectual Property created.
22. The author of the author's work retains their personal rights to the author's work created. LiepU is entitled to exercise the rights, stated in the regulations, to the author's work, created by authors, simultaneously with Employee/Student.

### **III. Procedure of Contract Conclusion about Project Execution**

23. After Project Contract has been signed or LiepU order, the project coordinator/ responsible person -cooperating with the corresponding Employee/Student, prepares Contract about Project Execution, agreeing upon the ownership of the created Intellectual Property in compliance with Regulations.
24. The contract about Project Execution is also Contract about the application of Intellectual Property at the same time, stating in the contract the LiepU and Employee/Student's rights to further application of the created Intellectual Property objects.
25. Before signing the contract it is considered with the legal adviser or financial analyst. After the consideration the contract shall be submitted to the Rector or another authorized person to sign it.

26. Employee/Student shall submit the completed work in writing or electronically according to the regulations of the contract.

#### **IV. Commercialization of Intellectual Property and Procedure of Contract Conclusion**

27. Employees/Students are entitled to submit LiepU management suggestions about the commercialization of Intellectual Property.

28. The Science Council shall make the decision about the rights to use Intellectual Property created by Employee/Student and its commercialization or the decision about its refusal. The decision is made, in case of a necessity listening to the Employee/Student's opinion or experts' opinion, also taking into account the commercial potential of Intellectual Property, whether such a decision will not contradict with the regulations approved by LiepU, whether such a decision is the interest of LiepU and whether such a decision will promote the availability of Intellectual Property to the society.

29. After the decision having be made, the contract shall be signed between LiepU and Employee/Students about the use of Intellectual Property, unless such an agreement has already been included in Contract about Project Execution. The purpose of the contract is to state the LiepU and Employee/Student's rights to Intellectual Property created by Employee/Student, the right to profit participation in Intellectual Property use, as well as to determine the procedure of Intellectual Property use.

30. If Intellectual Property has been created by Employee/Student using Third Party's intellectual or material resources in addition, prior to the contract conclusion about Intellectual Property use, LiepU signs a contract with Third Party about the right to Intellectual Property created, considering the contribution of LiepU and Third Party in Intellectual Property creation.

31. If Third Party wants to use LiepU Intellectual Property, it submits an application to LiepU (Science Council) about Commercialization Contract conclusion.

32. The Science Council makes the decision, taking into account Third Party's opinion and, if necessary, LiepU competent structural units, employees or experts' opinion, considering LiepU interests, also whether such a decision will not contradict the regulations having already been signed by LiepU and whether such a decision will promote the availability of Intellectual Property created for the society .

33. If the Science Council makes the decision to allow to use LiepU Intellectual Property, LiepU signs Commercialization Contract with Third Party.

#### **V. Distribution of Income Received from Intellectual Property Use**

34. First of all, the expenditure related to the legal protection of Intellectual Property is covered from the income, which has occurred to LiepU and/or the Employee/ Student (e.g. costs of the trademark, design sample, patent registration and retention).

35. After having the costs, specified in Paragraph 34 of the Regulations , been covered, the expenses related to commercialization are covered, the rest shall be divided between Employee/Student, who has created Intellectual Property, and LiepU in compliance with the contract about Intellectual Property use.

36. The income, received from the commercial use of LiepU Intellectual Property, shall be used for qualified teaching staff attraction or can be redirected to raise additional funds in order to promote further academic, scientific and artistic activity, and commercial use funding of its results.

## VI. Use of Liepaja University Name and Symbols

37. It is forbidden to register a trademark or company (company name) without the LiepU Senate decision, in which the name of Liepaja University is used in any way, including LiepU or its structural units names, including the name of the printing-house LiePA.
38. It is forbidden to use without the permission of the Senate decision the names of Liepaja University, its structural units, abbreviation *LiepU* or LiepU logo for any commercial activities, including to disseminate a product or provide a service.
39. If an Employee, Student or Third Party want to use the name of LiepU or its structural units, abbreviation *LiepU* or the logo in any of the kinds mentioned in Paragraphs 37,38 of the Regulations, Employee, Student or Third Party submits the Senate a written application.
40. The decision to allow or forbid to use the name of Liepaja University or the abbreviation LiepU or the name of the structural units or logo in one of the forms referred to in Paragraphs 36 and 37 of these Regulations shall be made by the Senate.
41. If the Senate makes the decision to allow to use the name of LiepU or its structural units or logo in one of the forms referred to in Paragraphs 36 and 37 of these Regulations, LiepU shall sign a contract with Employee, Student or Third Party about the terms of such use, envisaging certain compensation to LiepU, if the use of the name or logo is related to commercialization.
42. Employee/Student is allowed to use the name of LiepU or its structural units or logo for work/student duties execution (e.g. use on LiepU forms, printed materials, contracts, advertisement brochures issued by LiepU, etc.) , also for oneself identification during the term that complies with the signed work/study/training contract. Using the name of LiepU or its structural units or logo for own identification in activities outside LiepU, Employee, Students shall provide that the name of LiepU or its structural units or logo are not used the way that could offend the LiepU interests or do harm to LiepU prestige.

Head of the Senate

*/personal signature/*

Z.Gūtmane