



HUNGARIAN UNIVERSITY OF AGRICULTURE AND LIFE SCIENCES
INTELLECTUAL PROPERTY RIGHTS POLICY

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1. General provisions

- 1. §** The Hungarian University of Agricultural and Life Sciences (hereinafter referred to as the "**University**") considers the promotion of the economic and social utilization of research, development and innovation results as its main objective and mission. In order to achieve these goals effectively, the **University** has established the following Intellectual Property Rights Management Policy (hereinafter referred to as the "**Policy**").
- 2. §** (1) Based on the policy decision of the Foundation for the Hungarian University of Agriculture and Life Sciences, acting as the University's Maintainer, the economic rights relating to intellectual creations created at the University within the legal relationships referred to in Section 3 shall, as a general rule, vest in the University.
(2) In the case of a work created within the framework of an employment relationship, pursuant to Section 30 (1) of Act LXXVI of 1999 on Copyright, unless otherwise agreed, the employer (the University), as the author's successor in title, shall acquire economic rights upon delivery of the work, provided that the creation of the work forms part of the author's duties arising from the employment relationship.
(3) The University shall exercise the decision-making authority regarding the exploitation of intellectual property in accordance with the organisational and decision-making procedures laid down in this Policy.
- 3. §** The Policy provides for the management of intellectual works created by employees, instructors, researchers, students and other persons working for the University in the context of employment or other legal relationships and lays down detailed rules for the legal protection and exploitation of such works in accordance with the Hungarian legislation in force and the University's internal regulations. The Policy contains provisions on relations with industry, business and other academic stakeholders, and provides guidance on the sharing and use of the benefits arising from the exploitation of intellectual works.

1.1. Principles of the Policy

- 4. § "Good stewardship" approach**
University departments must treat the intellectual property in their care with "good stewardship" (utmost good faith).
- 5. § Responsible management principle**
The managers of the institutions should check the practical application of the accounting policy and ensure that the procedures developed by the University are implemented in practice (Internal Order Numbers: ION, Financial Centre Codes: use of FCC codes.)
- 6. § Partnership and mutual cooperation principle**
Sharing information, providing data and responding within a reasonable timeframe in non-regulated cases requiring cooperation within the University and with contractual partners, in particular with regard to companies established by the University and providing ownership.
- 7. § Transparency principle**
Keeping a paper record of official decision and proposal documentation at the level of decision-maker and proposer. Management and financial recording of intellectual property on the basis of the financial accounting codes (ION, FCC code).

1.2. Purpose of the Policy

- 8. §** The purpose of this Policy is to
- a) promote and support scientific research;
 - b) create legal certainty in the area of collaborative research activities and innovation or other cooperation with third parties in or concerning intellectual property;
 - c) establish the University's internal procedures for the identification, evaluation, registration, ownership, legal protection and exploitation of intellectual property;
 - d) ensure the timely and effective protection of intellectual works, the possible obtaining of protection and the management of claims and protection;
 - e) ensure a fair and equitable sharing of the economic benefits arising from the exploitation of intellectual property between the inventors/authors, the University and other partners involved in the process;
 - f) define procedural rules for intellectual works that are protected, exploited or transferred to an exploiting undertaking;
 - g) enhance the reputation of the University and its researchers by making their research results useful to society and serving the public good.
- 9. §** This Policy shall ensure that the content of research, grant or scientific service contracts and other contracts shall not be contrary to the public interest and to the applicable and governing Hungarian and European Union law. The content of such contracts shall, in addition to the provisions of this Policy, be consistent in particular with the University's educational, research and development and technology transfer missions and objectives.
- 10. §** The Policy shall ensure that the conclusion of contracts related to the achievement of the above objectives shall not lead to unfair competition between the undertakings concerned.

1.3. Scope of the Policy

- 11. §** The personal scope of the Policy covers
- a) all departments of the University;
 - b) persons employed by or otherwise having a legal relationship with the University;
 - c) persons who are students of the University;
 - d) persons enrolled as students in a doctoral (PhD) programme at the University;
 - e) natural persons, legal entities or unincorporated organisations engaged in scientific or research activities under any contractual relationship with the University, within the limits set by such contractual relationship.
- 12. §** The subject matter scope of the Policy covers
- a) service, staff and other intellectual works and property rights created by persons covered by this Policy in the course of their teaching and research activities at the University which may be protected by industrial property rights;
 - b) copyright works created by persons subject to this Policy in the course of their teaching and research activities at the University, in particular the property rights pertaining thereto;
 - c) intellectual property which the University acquires free of charge or for consideration under an agreement with a third party;
 - d) proprietary information (*know-how*) relating to teaching and research work carried out at the University, provided that the legal conditions for its protection are met;

- e) trademarks and other signs which are directly related to another intellectual property right within the meaning of this Section;
- f) intellectual property created by persons covered by this Policy in the course of their employment or other legal relationship with the University, or in the course of their work for a market operator or other business.

13. § This Policy does not apply to cases where a person covered by this Policy has entered into an express written agreement to the contrary with the University prior to the effective date of this Policy, or where the University has previously entered into a different written agreement with a third party regarding the rights and obligations contained in this Policy.

1.4. Definitions

14. § (1) For the purposes of this Policy, the following definitions shall apply:

- 1. Intellectual property:** a work of art or a technical solution which is capable of being the subject of industrial property protection (patent, utility model, plant variety right, design right, topography right) or which is protected by copyright by virtue of a statutory provision, including proprietary knowledge protected by the Trade Secrets Act.
- 2. Intellectual property:** legal protection for intellectual works, unprotected plant varieties and certain performances, trademarks and geographical indications, provided for in the Copyright and Industrial Property Act, the Trade Secrets Protection Act for protected knowledge, directly applicable European Union acts and international conventions.
- 3. Patent protection:** any new invention based on inventive step, industrially applicable in any field of technology, is patentable. Inventions do not include discoveries, scientific theories and mathematical methods, aesthetic creations, plans, rules or procedures for intellectual activity, games, business, computer programmes or the representation of information.

The key patentability criteria are as follows.

- The invention is considered to be new if it has not been made available to anyone in the world by written communication, oral presentation, introduction to practice or any other means before the priority date.
- Based on inventive step, if not obvious to a person skilled in the art based on published solutions.
- Industrially applicable if it can be produced or used in a branch of industry or agriculture.

The above provisions apply to all disciplines of the University.

- 4. Inventor:** an inventor is someone who has created an invention. A person who was originally named as inventor in the patent application or who is listed as inventor in the register of patent applications or in the patent register shall be considered to be the inventor.
- 5. Service invention:** a service invention is an invention of a person who has an employment obligation to develop solutions within the scope of the invention.

6. **Employee invention:** an employee invention is the invention of a person who, without being obliged to do so by their employment relationship, develops an invention the exploitation of which falls within the scope of his employer's activities.
7. **Utility model:** a utility model can be granted for the design, structure or arrangement of parts of an object if it is based on a new inventive step and is industrially applicable. A utility model includes apparatus and a system consisting of several devices which are interconnected but excludes in particular the aesthetic design of a product, a plant variety, a chemical product and a mixture.
8. **Design protection:** a design may be granted to any new and individual design, in particular the appearance of all or 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. Any industrial or craft product is considered to be a product. Products include, among others, packaging, finishing, graphic signs and printing type, as well as parts intended to be incorporated in a complex product. A computer programme is not considered a product. A complex product is a product consisting of components which, if removed, can be disassembled and then reassembled.
9. **Know-how:** know-how (proprietary knowledge) is technical, economic or organisational knowledge, solutions, experience or a compilation thereof, recorded in an identifiable form and classified as a trade secret.
10. **Software:** all forms of computer programme creation and associated documentation, whether recorded in source code, object code or any other form, including user programmes and operating systems.
11. **Projection base:** usually the net proceeds from the sale of the invention/work.
12. **Percentage of coverage:** if the solution is only part of a larger piece of equipment or process and thus contributes only in part to the economic benefit of the whole product, the exploitation fee is a proportion of the projection base determined in proportion to the contribution of the solution to the overall value creation process relative to the other intellectual works used.
13. **Fee rate:** the contribution rate of the inventor/creator in relation to the contribution rate of the employer, there are a number of factors that can be taken into account here, which can have an increasing or decreasing effect.
14. **Proportion of authorship:** the proportion of the contribution of a given inventor/creator to the development of a given solution compared to other inventors/creators.
15. **Maintainer:** a natural or legal person or an unincorporated organisation which maintains the variety in its unchanged form and ensures the continuous production of the basic material necessary for its propagation, or which is responsible for the maintenance of the variety.

- 16. Exploitation:** the making, use, putting on the market and offering for sale, and holding in stock or importing into the country, of an intellectual creation or intellectual property for that purpose.
- 17. Variety fee:** all income generated in connection with the use of a plant variety, in particular:
- (a) the licence fee paid for a variety for which a plant variety right has been granted,
 - b) the fee collected in exchange for the transfer of the right to market the variety,
 - (c) the proceeds from the sale of propagating material of the variety with a high degree of reproduction (basic-grade stock or seed),
 - (d) the variety is the revenue from the direct sale of propagating material produced by the University in the course of its own activities,
 - (e) income from compensation for the use of the variety.
- 18. Plant species:** the lowest known group of plants within a botanical taxon that is the result of breeding and
- (a) can be characterised by the presence of a genotype or combination of genotypes,
 - (b) can be distinguished from other groups of plants by the expression of at least one characteristic; and
 - (c) maintains its characteristics unchanged during further propagation and can therefore be considered as one and the same unit.
- 19. A protected plant species:** A variety protected under a national plant variety right, a community plant variety right or a plant variety right in a third country under an international convention. Plant variety rights provide legal protection for bred plant varieties (hybrids, lines, clones, etc.). A plant variety may be protected if it is distinct, uniform, stable and new.
- 20. Cultivability of the protected variety:** the protected plant variety can only be cultivated after its entry in the National Register of Plant Varieties or after its entry in the National Register of Plant Varieties of an EU Member State, or on the basis of an individual breeding permit.
- 21. Variety testing:** DUS testing and economic value testing required for the state acceptance of a plant variety.
- 22. DUS examination:** examination for the existence of Distinctness, Uniformity, Stability.
- 23. Economic value assessment:** an assessment of the value of a crop variety for cultivation or use, expressed in quantitative and qualitative terms.
- 24. Propagating material** means any whole plant, seed or other part of a plant, including seed, vegetative propagating material and planting stock, suitable for the production or otherwise of a whole plant, as follows:
- seed: generative propagating material, including potato and Jerusalem artichoke seed;
 - vegetative propagating material: plants, parts of plants, including rootstocks and seedlings, intended for the production of new plants by vegetative propagation;
 - planting stock: plants produced or grown from seed or vegetative propagating material for planting, including seedlings;

- clone: in a general sense, the aggregate of the vegetative progeny of a single individual; in the case of grapes, the progeny of a particular individual of a plant variety which, on the basis of its identity, phenotypic characters and health, corresponds to the selected vine.

25. Marketing of propagating material: stocking, displaying, offering for sale, selling or supplying propagating material to others in any form, other than for supply to a processing or packaging service provider for purposes other than for sale.

26. Open Access: free, online, digital information. Open Access allows the free and legal re-use of scientific results by removing financial and legal restrictions. Open Access documents can be downloaded, copied, shared, printed, with an indication of the original source.

(2) In applying the Policy, the meaning of certain terms shall be interpreted in accordance with the Hungarian and European Union legislation in force.

15. § In particular, the following Hungarian laws shall govern the interpretation of the Policy:

1. Act V of 2013 on the Civil Code (Civil Code Act);
2. Act CCIV of 2011 on National Higher Education (hereinafter: Nftv.);
3. Act LXXVI of 2014 on Scientific Research, Development and Innovation (hereinafter: Innovation Act);
4. Act XL of 1994 on the Hungarian Academy of Sciences;
5. Act CXCV of 2011 on Public Finances;
6. Act C of 2000 on Accounting;
7. Act XXXIII of 1995 on the Patent Protection of Inventions;
8. Act XXXVIII of 1991 on the Protection of Utility Models;
9. Act XLVIII of 2001 on the Protection of Designs;
10. Act LXXVI of 1999 on Copyright (hereinafter referred to as "the Copyright Act");
11. Act XXXIX of 1991 on the Protection of the Topography of Microelectronic Semiconductor Products;
12. Act LIV of 2018 on the Protection of Trade Secrets;
13. Act XI of 1997 on the protection of trademarks and geographical indications;
14. GKM Decree 19/2005 (IV. 12.) on the fees for administrative services for industrial property protection proceedings before the Hungarian Patent Office;
15. Act LII of 2003 on the State Certification of Plant Varieties and on the Production and Marketing of Propagating Material;
16. Act C of 2023 on Hungarian Architecture;
17. FVM Decree No. 40/2004 (IV. 7.) on the State Recognition of Plant Varieties (hereinafter referred to as the Recognition Decree);
18. Act LVI of 2019 on the provisions necessary for the regulation of livestock farming;
19. Government Decree No 132/2004 (IV. 29.) on the procedural rules for the authorisation of genetic engineering activities and on the communication with the European Commission during the procedure;
20. Government Decree 188/2019 (VII.30.) on animal husbandry;
21. Decree 45/2019 (IX. 25.) AM on the detailed rules of animal husbandry;
22. IM Decree No 20/2002 (XII. 12.) on the detailed formalities for patent applications, European patent applications, European patent reports, international patent applications and plant variety protection applications;

23. Government Decree No 61/2006 (III. 23.) on the deposit and management of biological substances for patenting;
24. IM Decree 19/1991 (XII. 28) on the detailed formalities for the application for protection of the topography of microelectronic semiconductor products;
25. IM Decree No 18/2004 (IV. 28) on the detailed formalities for filing an application for a utility model;
26. IM Decree 16/2004 (IV. 27.) on the detailed formalities for the application for registration of trademarks and geographical indications;
27. FVM Decree 50/2004 (IV. 22.) on the production and marketing of vegetable propagating material;
28. FVM Decree No 87/2006 (XII. 28.) on the production, certification and marketing of vine propagating material;
29. FVM Decree No 104/2009 (VIII. 5.) on the state recognition of landscape varieties and the conditions for the production and marketing of their seeds;
30. VM Decree No 65/2011 (VII. 11.) on the recognition of landscape and domestic varieties of vegetable plant species and on the conditions for the production and marketing of their seeds;
31. VM Decree 27/2012 (III. 24.) on the state recognition of landscape fruit varieties and the conditions for the production and marketing of their propagating material;
32. FVM Decree 7/2001 (I. 17.) on the detailed rules for the implementation of plant health tasks;
33. Act XLVI of 2008 on the Food Chain and Official Control;
34. Decree 52/2025 (XII. 19.) AM on the amount of administrative service fees payable in procedures concerning agricultural matters and on the rules of payment of administrative service fees;
35. FVM Decree No 117/2007 (X. 10.) on the subsidisation of the costs of certain plant health checks;
36. Decree-Law No 18 of 1970 promulgating the text of the Paris Convention for the Protection of Industrial Property;
37. Decree-Law No 14 of 1980 on the promulgation of the Patent Cooperation Treaty;
38. Act CXXX of 2007 promulgating the European Patent Convention as revised in 2000;
39. Decree-Law No 1 of 1981 promulgating the Budapest Treaty concerning the international recognition of the deposit of micro-organisms for the purpose of patent proceedings;
40. Act LI of 2002 promulgating the revised text of the International Convention for the Protection of New Varieties of Plants, announced at Geneva on 19 March 1991;
41. Government Decree 26/2004 (26.II.) on the rules necessary for the implementation of European Community regulations concerning the supplementary protection of certain products.

16. § In particular, the following EU legislation shall govern the interpretation of the Policy:

1. Regulation (EU) 2016/2031 of the European Parliament of the Council of 26 October 2016 on protective measures against pests of plants, amending Regulations (EU) No 228/2013, (EU) No 652/2014 and (EU) No 1143/2014 of the European Parliament and of the Council and repealing Council Directives 69/464/EEC, 74/647/EEC, 93/85/EEC, 98/57/EC, 2000/29/EC, 2006/91/EC and 2007/33/EC;
2. Directive 98/44/EC of the European Parliament and of the Council of 6 July 1998 on the legal protection of biotechnological inventions;

3. Council Regulation (EC) No 2100/94 of 27 July 1994 on Community plant variety rights;
4. Commission Delegated Regulation (EU) 2019/1702 of 1 August 2019 supplementing Regulation (EU) 2016/2031 of the European Parliament and of the Council by establishing the list of priority pests;
5. Commission Implementing Regulation (EU) 2019/2072 of 28 November 2019 establishing uniform conditions for the implementation of Regulation (EU) 2016/2031 of the European Parliament and the Council, as regards protective measures against pests of plants, and repealing Commission Regulation (EC) No 690/2008 and amending Commission Implementing Regulation (EU) 2018/2019;
6. Regulation (EU) 2017/625 of the European Parliament and of the Council of 15 March 2017 on official controls and other official activities performed to ensure the application of food and feed law, rules on animal health and welfare, plant health and plant protection products, amending Regulations (EC) No 999/2001, (EC) No 396/2005, (EC) No 1069/2009, (EC) No 1107/2009, (EU) No 1151/2012, (EU) No 652/2014, (EU) 2016/429 and (EU) 2016/2031 of the European Parliament and of the Council, Council Regulations (EC) No 1/2005 and (EC) No 1099/2009 and Council Directives 98/58/EC, 1999/74/EC, 2007/43/EC, 2008/119/EC and 2008/120/EC, and repealing Regulations (EC) No 854/2004 and (EC) No 882/2004 of the European Parliament and of the Council, Council Directives 89/608/EEC, 89/662/EEC, 90/425/EEC, 91/496/EEC, 96/23/EC, 96/93/EC and 97/78/EC and Council Decision 92/438/EEC (Official Controls Regulation);
7. Commission Implementing Regulation (EU) 2018/2019 of 18 December 2018 establishing a provisional list of high-risk plants, plant products or other objects, within the meaning of Article 42 of Regulation (EU) 2016/2031 and a list of plants for which phytosanitary certificates are not required for introduction into the Union, within the meaning of Article 73 of that Regulation;
8. Commission Implementing Regulation (EU) 2017/2313 of 13 December 2017 setting out the format specifications of the plant passport for movement within the Union territory and the plant passport for introduction into, and movement within a protected zone;
9. Commission Implementing Regulation (EU) 2020/1770 of 26 November 2020 on types and species of plants for planting not exempted from the traceability code requirement for plant passports under Regulation (EU) 2016/2031 of the European Parliament and of the Council and repealing Commission Directive 92/105/EEC;
10. Commission Delegated Regulation (EU) 2019/827 of 13 March 2019 on criteria to be fulfilled by the professional operators in order to comply with the conditions set out in Article 89 (1) point (a) of Regulation (EU) 2016/2031 of the European Parliament and of the Council and procedures to ensure that those criteria are met;
11. Commission Delegated Regulation (EU) 2019/829 of 14 March 2019 supplementing Regulation (EU) 2016/2031 of the European Parliament and of the Council on protective measures against pests of plants, authorising Member States to provide for temporary derogations in view of official testing, scientific or educational purposes, trials, varietal selections, or breeding;
12. Commission Delegated Regulation (EU) 2019/2122 of 10 October 2019 supplementing Regulation (EU) 2017/625 of the European Parliament and of the Council as regards certain categories of animals and goods exempted from official controls at border control posts, specific controls on passengers' personal luggage and on small consignments of goods sent to natural persons which are not intended to be placed on the market and amending Commission Regulation (EU) No 142/2011;

13. Commission Implementing Regulation (EU) 2021/404 of 24 March 2021 laying down the lists of third countries, territories or zones thereof from which the entry into the Union of animals, germinal products and products of animal origin is permitted in accordance with Regulation (EU) 2016/429 of the European Parliament and the Council (Animal Health Requirements);
14. Commission Implementing Regulation (EU) 2021/632 of 13 April 2021 laying down rules for the application of Regulation (EU) 2017/625 of the European Parliament and of the Council as regards the lists of animals, products of animal origin, germinal products, animal by-products and derived products, composite products, and hay and straw subject to official controls at border control posts, and repealing Commission Implementing Regulation (EU) 2019/2007 and Commission Decision 2007/275/EC ('Positive List').

2. General procedural rules

- 17. §** The University, represented by the Rector, as well as the heads and directors of the individual institutes (hereinafter referred to as "Heads of Institutes"), the heads of the University's organisational units, the Science Policy and Innovation Centre, the Directorate General for Economic Affairs and the organisational units operating under his or her direct supervision (hereinafter referred to as "Directorate-General for Economic Affairs") and the Intellectual Property Evaluation Committee (hereinafter referred to as "**Evaluation Committee**") shall act in matters relating to this Policy and in other matters concerning intellectual creations.

2.1. Duty to disclose and offer

- 18. §** Persons covered by the Policy must promptly notify the University in writing of any intellectual property created under a legal relationship covered by the Policy, using the forms, templates and patterns provided by the Science Policy and Innovation Centre as annexes to this Policy, via the Science Policy and Innovation Centre's office, at one of the following contact details:

- Address: Science Policy and Innovation Centre, 2100 Gödöllő, Tessedik Sámuel u. 4.
- E-mail address: szellemitulajdon@uni-mate.hu

- 19. §** An intellectual work covered by this Policy may be offered to the University by the person who created it, even if it has been previously registered for legal protection and has been granted provisional or permanent legal protection. In this case, the forms, sheets and samples provided by the Science Policy and Innovation Centre should be used.
- 20. §** Intellectual property not covered by the Policy may be offered to the University, regardless of whether it is protected by law. The University and its departments and institutes shall have the power to accept or reject any intellectual property offered.
- 21. §** The offer must be submitted in one copy to the Science Policy and Innovation Centre's office and must be accompanied by one copy of the description of the intellectual work and other annexes to the application form; the description and the registration number of the office where the intellectual work is already registered, in the case of an application for protection, a copy of the certificate and the cost estimate.
- 22. §** The University or its organisational unit under this Policy, or its authorised representatives, shall declare within 90 days of receipt of the description of the intellectual work pursuant to Section

18 or the offer of the intellectual work pursuant to Sections 19 and 20 whether it claims or intends to claim protection for the intellectual work or to exploit the intellectual work of its employees. The Rector shall take decision after having obtained the opinion of the Evaluation Committee.

- 23. § The University may only use the employee's intellectual property in accordance with the inventor's/author's right to publish the work.
- 24. § The service intellectual property may be disposed of by the inventor/author if the University consents thereto or if the University fails to make a declaration pursuant to §22.
- 25. § The inventor/author shall be entitled to the protection of the employee's intellectual property without the University's right to exploit it if the University consents thereto or if the University fails to make the declaration provided for in Article 22 of the Policy.
- 26. § The University must file a patent application within a reasonable time after receipt of a description of the service intellectual property; it must also exercise due diligence to obtain protection.
- 27. § The University may refrain from filing an application for protection or may withdraw the application if it keeps the intellectual work secret and uses it as a trade secret solution, while acknowledging that it would otherwise be eligible for protection at the time of receipt of the disclosure. In the event of exploitation, the inventor/author shall be entitled to a fee as provided by law and this Policy. The University shall inform the inventor/author of this decision in writing within 5 working days.
- 28. § The University decides on the need for foreign and/or international protection applications in the case of service intellectual property at its own discretion, and in the case of employee intellectual property in agreement with the inventor/author. Foreign and/or international trademark and design applications shall be decided within 4 months from the date of filing of the domestic application, and patent and utility model applications shall be decided within 9 months from the date of filing of the domestic application.
- 29. § In the event of a dispute, the University has the burden of proving that the intellectual work was not eligible for protection at the time of receipt of the notification. Such proof may be provided by an opinion issued by the National Intellectual Property Office (e.g. a patentability opinion in the case of inventions) or, in the case of any form of industrial property protection, by the Board of Industrial Property Experts.
- 30. § Except in the case provided for in Article 27 of the Policy, in the case of a service invention/work, the University shall, before any procedural act, including the surrender of provisional patent protection, or wilful default, which precludes the grant or maintenance of protection, offer the inventor/author the assignment of the claim or the protection free of charge, with or without a right of exploitation in respect of the service invention/work. In such a case, the successor in title shall bear the costs of the assignment and any additional costs related to the protection. If provisional protection is surrendered by the University, such surrender shall be effective without the consent of the inventor/author.
- 31. § The provisions of Article 30 shall not apply if the inventor/author has already received a reasonable amount of remuneration.

32. § The University may also use the services of external experts for the protection application.

2.2. Acting persons and departments

2.2.1. The Rector

- 33. §** The Rector shall, in connection with these Regulations and other matters relating to the intellectual property of the University,
- a) decide whether the University claims the intellectual property of its employees or whether it intends to use the intellectual property of its employees;
 - b) decide on the determination of the fee and the distribution of the variety premium in cases not covered by the Policy;
 - c) designate the maintainer, which may be a person or an organisational unit;
 - d) act on requests for review;
 - e) initiate the establishment of a university *spin-off* and university service company with the holder;
 - f) represent the University as owner in the university service and *spin-off* companies;
 - g) sign contracts with external parties in accordance with the rules of engagement;
 - h) decide on the withdrawal of plant varieties from the portfolio on the basis of a proposal from the Head of the Institute and a recommendation from the Evaluation Committee;
 - i) decide on the transfer of intellectual property to a university service company.

2.2.2. Heads of institutes and heads of departments

- 34. §** Heads of institutes and heads of departments
- a) are permanent members of the Evaluation Committee for matters involving the institution/department concerned;
 - b) participate in the development of the conditions for recovery;
 - c) monitor the performance of the recovery contracts;
 - d) provide technical support to the Science Policy and Innovation Centre;
 - e) conclude a contract with the student clarifying the acquisition of intellectual property rights by the University in the activity resulting in the student's intellectual creation, provided that the University has provided the student with a high level of material, material and other conditions for its creation;
 - f) in relation to industrial property rights, plant variety rights, they shall ensure that the following tasks are carried out:
 1. coordinating the processes and bearing the costs of obtaining plant variety rights;
 2. administering matters relating to the maintenance of plant variety rights, payment of official fees;
 3. keeping records on the results of recovery, providing the Institute with annual data on the method of recovery, income and expenditure;
 4. defining and managing a commission fund (inventor's fee, variety premium, breeder's, contributor's, maintainer's commission);
 5. coordinating and financing activities relating to expenditure in kind;
 6. liaising with a professional representative (e.g. a patent attorney), if involved;
 7. preparing breeding contracts;
 8. initiating and supervising the calculation and payment of breeder's and maintainer's fees;

9. initiating the preparation of a contract for the maintenance of the variety;
 10. initiating the cancellation of plant variety protection;
- g) in relation to the varieties recognised by the state, they shall ensure that the following tasks are carried out:
1. coordinating the processes and bearing the costs of obtaining state-recognised status;
 2. managing maintenance-related matters, paying official fees;
 3. keeping records on the results of recovery, providing the Institute with annual data on the method of recovery, income and expenditure;
 4. defining and managing a price list;
 5. coordinating and financing activities relating to expenditure in kind;
 6. preparing breeding contracts;
 7. initiating the preparation of a contract for the maintenance of the variety;
 8. initiating and supervising the calculation and payment of breeder's and maintainer's fees;
 9. in the case of a proposal for withdrawal from the portfolio: 2 years before the expiry date of the National Variety Register, the Head of the Institute makes a proposal to the Evaluation Committee;
 10. in the case of plant varieties, measures to modify, extend or withdraw the form of exploitation from the portfolio, on the basis of the Rector's decision;
- h) perform the following tasks in relation to trade secrets (and *know-how*):
1. professional support for the Science Policy and Innovation Centre;
 2. the establishment of conditions for recovery;
- i) store material and data relating to contracts (exploitation, maintenance, breeding, inventions, creations) and disputes concerning protection and state-approved varieties;
- j) propose to the Evaluation Committee the transfer of intellectual property to a university service company.

2.2.3. The Science Policy and Innovation Centre

35. § The Science Policy and Innovation Centre

- a) includes the head of the Evaluation Committee or his/her delegate as a permanent member of the Evaluation Committee;
- b) invites the ad hoc members of the Evaluation Committee;
- c) manages and coordinates intellectual property matters and protection processes:
 1. tasks for patents, utility models, designs and trademarks:
 - a) coordinating industrial property protection processes and the processes for obtaining protection (idea generation, university application processes, advice, evaluation, coordination of the Evaluation Committee, the whole process of obtaining protection);
 - b) administering matters relating to the maintenance of protection, payment of official fees;
 - c) managing maintenance issues (coordination of the Evaluation Committee);
 - d) keeping central records;
 - e) supporting activities supporting market entry and exploitation;
 - f) monitoring and tracking the exploitation results and revenues related to the intellectual creation;

- g) arranging central registration based on mandatory institutional reporting;
- 2. on the basis of a proposal from the Head of the Institute, it submits the withdrawal of plant varieties from the portfolio, the termination of plant variety rights, support for the recovery of varieties and plant variety rights recognised by the state to the Rector by
 - a) arranging central registration based on mandatory institutional reporting;
 - b) monitoring and tracking recovery results and revenue;
- 3. supports recovery processes for know-how (trade secrets) tasks:
 - a) post-notification registration;
 - b) know-how qualification, coordination of the procedure for entry in the Voluntary Register of Industrial Know-how;
 - c) institutional information on usability, treatment;
- d) receives the notification of an intellectual work created under a legal relationship covered by the Policy and coordinates the notification process and confirms to the inventor/author the fact of notification of his/her intellectual work, which confirmation shall contain at least the following information:
 - a) the date of notification;
 - b) the case number (registration number) assigned by the Science Policy and Innovation Centre;
 - c) the name of the applicant; and
 - d) the title of the solution;
- e) ensures the availability of the professional opinions required for the proposals of the Evaluation Committee and the Rector's decision, determines the type, usefulness, value and method of use of the intellectual work with the assistance of experts, and submits its opinion to the Evaluation Committee;
- f) ensures that the opinion and recommendations of the Evaluation Committee are submitted to the Rector and that the Rector takes the appropriate action;
- g) notifies the inventor/author of the Rector's decision whether the University claims the intellectual property for service or intends to use the employee's intellectual property;
- h) updates and manages the University's intellectual property portfolio, registers the works to be protected/shared, research results brought to market, based on data provided by the Heads of the Institutes.

2.2.4. The Directorate-General for Economic Affairs

36. § The Directorate-General for Economic Affairs

- a) includes the Director-General for Economic Affairs or his/her delegate as a permanent member of the Evaluation Committee;
- b) monitors the expenditure and income of the University's intellectual property portfolio of protected and state-approved plant varieties on the basis of internal order numbers and draws up a statement of expenditure and income;
- c) verifies the distribution of the calculated result and the documents on which the payment is based, on the basis of the contracts concluded for inventions, patents, utility models and designs, and assists in the payment of commissions;
- d) keeps separate accounts of expenditure on the protection and maintenance of intellectual property;

- e) ensures the registration of intellectual property in the register of assets in accordance with the legislation and regulations on accounting in cooperation with the professional responsible;
- f) ensures the availability of the Intellectual Property Fund allocation.

2.2.5. The Intellectual Property Evaluation Committee

37. § The Intellectual Property Evaluation Committee

- a) The permanent members shall be the Vice-Rector for Science and International Affairs, the Director-General for Economic Affairs or his/her delegate, the Director-General for Coordination or his/her delegate, the Head of the University Centre for Knowledge Transfer and Industry Relations or his/her delegate, the Head of the Science Policy and Innovation Centre or his/her delegate, and the Head of the institute or organisational unit involved in the creation of the intellectual creation under consideration, or his/her delegate;
- b) *ad hoc* members are a representative of the General and Economic Law Department of the Legal and Public Procurement Directorate and an expert appointed by the Rector (e.g. plant breeder, leading researcher, breeder) with expertise in the field of the intellectual property product under discussion.

38. § The role of the Intellectual Property Evaluation Committee includes

- a) reviewing and evaluating the intellectual works and inventions submitted to the University on the basis of the following criteria:
 - 1. the novelty, quality and significance of the intellectual creation, its protectability;
 - 2. level of marketability, degree of sophistication, feasibility;
 - 3. the result that can be achieved with the solution, the expected technical and economic benefits;
 - 4. whether the costs incurred in developing, developing, protecting or marketing the intellectual work merit a patent or other form of protection;
- b) proposing the acceptance of the offered and reviewed intellectual work and its inclusion in the university's intellectual property portfolio;
- c) proposing the exploitation of intellectual property or the creation of a university service company;
- d) proposing the transfer of intellectual property to a university service company, on the basis of a proposal from the head of the institute;
- e) making proposals on the review requests received;
- f) making proposals for the maintenance and renewal of the protection owned by the University;
- g) deciding on the use of the Intellectual Property Fund on the basis of a proposal from the Science Policy and Innovation Centre;
- h) giving opinions on other matters relating to the exploitation of intellectual property and the maintenance of intellectual property rights submitted to the meeting.

39. § The Intellectual Property Evaluation Committee has the following powers to

- a) make proposals whether the University claims the intellectual property, intends to file an application for industrial property protection or keeps the work secret;
- b) assess the protectability of an intellectual work and to make proposals for obtaining industrial property protection;

- c) give an opinion on the possibilities and conditions of utilisation, to formulate a proposal;
- d) sign the waiver of intellectual property rights in the University and the reasons for such waiver;
- e) indicate the source of the expected university expenditure related to the intellectual property and to propose the commitment of such expenditure (including the costs of obtaining protection and maintenance, exploitation).

The Intellectual Property Evaluation Committee's decision-making powers include

- a) the decision on the use of the resources of the Central Fund of the Intellectual Property Fund.

40. § The Intellectual Property Evaluation Committee shall establish its own rules of operation and rules of procedure.

2.3. Registration and accounting of university intellectual property

41. § Intellectual creations that become the property of the University and are recorded, or are to be recorded, in the separate register referred to in Sections 43–45 shall form part of the University's intangible assets. The register shall serve to monitor the management, utilisation and accounting processes relating to such assets.

42. § Intellectual creations shall be accounted for in accordance with the provisions of Act C of 2000 on Accounting, the University's accounting policy in force and other relevant internal regulations, on the basis of the register referred to in Sections 43–45.

43. § The Science Policy and Innovation Centre keeps a register of intellectual works that have been presented or offered for protection and that appear to be eligible for protection and have obtained protection.

44. § The register shall contain

- a) the internal case number;
- b) the type of protection acquired or to be acquired;
- c) the title of intellectual creation;
- d) the name, address, contact details, the name of the creator of the intellectual work, the name of the department to which it belongs and the inventor/creator's or breeder's share;
- e) the day of the offering;
- f) the University's decision on whether to claim the intellectual property presented or offered;
- g) provisions on the bearing and sharing of the costs of protection proceedings;
- h) the date of filing of the application for protection and, after the grant of protection, the date of grant;
- i) the names of the offices where the application for protection has been filed and the case number allocated to the relevant application by that office;
- j) the fact of the grant or refusal of protection and the date of the decision to that effect;
- k) the registration number after the entry;
- l) the title of protection;
- m) the name(s) and entitlement percentage of the applicant(s) and, after protection, the right holder(s), their contact details and contact information;

- n) the amount of the maintenance or renewal fee to be paid, the due date and the final date for payment, if the latter can be calculated in advance;
- o) the termination, title and date of protection, and the limitation of protection;
- p) the unique identifier and internal order number of the intellectual work.

45. § The unprotected intellectual property data in the register (other than information contained in public intellectual property databases) is confidential and the University will be liable to compensate for any damage resulting from its infringement.

2.4. Payment of legal costs

2.4.1. The Intellectual Property Fund

46. § In its annual budget, the University maintains a financial fund called the Intellectual Property Fund to cover certain intellectual property costs. The Intellectual Property Fund has two main entities: the Institutional Funds and the Central Fund. The amount of the fund shall be planned annually in its budget on the basis of the previous year's expenditure and shall be financed from the amount set aside for this purpose, from the revenue from intellectual property rights as provided for in Article 46 of this Policy and, if necessary, from a transfer from the central budget.

47. § If the intellectual work was created in collaboration with another university, institution or business organisation, the costs are shared in proportion to the entitlement, unless otherwise agreed.

48. § The following costs will be covered by the Central Fund of Intellectual Property Fund, unless otherwise agreed or unless there is an overriding interest justifying a derogation with the agreement of the Vice-Rector for Science and International Affairs:

- a) the official fees payable in national industrial property procedures;
- b) the official fees payable for the maintenance or renewal of domestic industrial property rights;
- c) the professional fees of patent attorneys acting on behalf of the University in industrial property protection proceedings for obtaining patents, design protection and trademarks in Hungary;
- d) court fees and legal representation in the event of litigation or non-litigation concerning intellectual property;
- e) the cost of intellectual property portfolio management software.

49. § Unless otherwise agreed, or unless a compelling interest requiring the consent of the Vice-Rector for Science and International Affairs justifies a deviation, the following costs shall be covered by the Institutional Fund of the Intellectual Property Fund:

- a) the official fees payable in international industrial property protection procedures;
- b) the official fees payable for maintaining or renewing international industrial property rights;
- c) the professional fees of patent attorneys acting on behalf of the University in industrial property proceedings for obtaining international patents, design protection and trademarks;
- d) the filing and renewal costs of international plant variety protection;
- e) the filing and renewal costs of officially registered plant varieties.

- 50. §** Revenue from the sale of intellectual property and classified as Central Fund revenue of the Intellectual Property Financing Fund include
- a) the consideration for the transfer of intellectual property rights belonging to the University;
 - b) fees received for the use or exploitation of industrial property rights.
- 51. §** Revenues from the exploitation of intellectual property shall be managed separately in the financial centres of the Intellectual Property Fund (IPF) on the basis of the internal order numbers assigned to the intellectual property. The net (net of VAT) royalties received from the exploitation of an intellectual work, less costs, shall be allocated between the researcher(s), inventor(s) and the IPF (Central and Institutional Funds) who created, contributed to or created the intellectual work. The amount received from the exploitation shall be reduced by the direct costs of the evaluation, legal protection, patenting, and procedure for the exploitation, sale, licensing of the right to use the intellectual work, and other direct and indirect costs in accordance with the rules in force.

2.5. Types of legal relationship, legal status

- 52. §** The head of the University's institute competent in the matter shall ensure that visiting researchers sign a visiting researcher agreement before starting their research activity, in which they undertake to accept the Policy as binding upon them and to transfer to the University the intellectual works created in the course of their research activity in connection with the University and the intellectual property rights thereto, in accordance with the Policy and to the fullest extent permitted by the applicable Hungarian legislation. The head of the host institution is responsible for the preparation and registration of the visiting researcher agreement. The Rector or a person authorised by him/her in writing may sign the visiting researcher agreement on behalf of the University.
- 53. §** Students of the University are required to sign a declaration before starting research activities at the University, in which they agree to be bound by the provisions of the Policy. The institution where the student is carrying out the research is responsible for signing and recording the declaration.
- 54. §** Applicants for doctoral studies are required to declare that they accept the provisions of the Policy as binding on them when they become students. The declaration must be signed by the student at the time of enrolment, after reading the Policy, and is kept on file by the host doctoral school. The institution where the student is carrying out the research is responsible for signing and recording the declaration.
- 55. §** Applicants for a cooperative doctorate must have previously signed a doctoral employment contract or other civil law contract. The contract concluded with the student must provide for the rights to the intellectual work, the possible exploitation of the work and the remuneration of the student, as well as the acceptance of the provisions of these Regulations by the student by means of a declaration.

2.6. Rules on the status of researchers

- 56. §** The head of the host institute must ensure that visiting researchers sign a Visiting Researcher Agreement before starting their research, in which they agree to be bound by the Policy and to transfer to the University the intellectual property rights and intellectual property created in the

course of their research activities in connection with the University. The head of the host institute is responsible for the preparation and registration of the visiting researcher agreement. The visiting researcher agreement shall be signed on behalf of the University by the Rector or by a person authorised in writing by the Rector.

- 57. §** If a person who is employed by the University or has another employment relationship with the University wishes to carry out an intellectual property activity as a visiting researcher at another organisation, he/she must notify his/her immediate supervisor or the head of the institution in writing before starting the activity and obtain permission to carry out the research activity at the host institution/organisation. The institution is responsible for keeping a record of the notification.

2.6.1. Research contracts

- 58. §** Researchers may carry out research work for the University under a written research contract between the University and the Contractor (this Section 2.6.1: Research Contract).

- 59. §** In the Research Agreement, the Parties shall at least provide for:
- a) a precise and detailed definition of the research tasks to be carried out, broken down into technical and time milestones (hereinafter referred to as the Project);
 - b) the conditions for the use and application in research of intellectual works created at the University or using University resources prior to the signature of the contract;
 - c) the terms and conditions for determining the ownership of intellectual works that may be protected by industrial property rights or copyright arising from the research activities covered by the contract;
 - d) confidentiality rules;
 - e) the conditions for publishing the results of the resulting research;
 - f) defining the sharing of technological, business and economic risks;
 - g) liability and compensation;
 - h) remuneration for research activities;
 - i) an indication of the Parties' acceptance of the provisions of this Policy.

- 60. §** Under the Research Contract, the Parties shall ensure that the contract value covers at least the following:
- a) expenditure incurred in connection with the persons involved in the implementation of the Project (including social or other contributions payable to the University);
 - b) the costs and other ancillary charges (including depreciation of equipment and travel expenses) incurred in connection with the equipment, materials and other costs necessary for the implementation of the Project;
 - c) costs incurred in connection with the use of the University's assets (in particular high-value assets, the value of which is determined on the basis of the accounting policy in force at the University);
 - d) general costs, as defined in the relevant economic regulations;
 - e) VAT (where applicable);
 - f) remuneration for the activity;
 - g) rewarding inventors/authors.

- 61. §** The following shall be taken into account when concluding and performing Research contracts with economic operators:

- a) In the case of intellectual property rights created under a Research Contract, the proportion of intellectual contribution (authorship share) should be taken into account when determining the available entitlement. If the economic operator is interested in the subsequent exploitation, it may, by agreement between the parties, be granted a right of first refusal for a limited period of time to commercially exploit the results of the Project or Research Programme. The University shall be entitled to a *royalty* on the proceeds of the subsequent exploitation, as specified in the contract, and shall also be granted an exclusive right of exploitation, including the right to grant a licence, for those areas of exploitation which are outside the economic interest of the economic operator.
- b) The University shall retain the rights of use of the software produced under the Project or Research Programme, provided that it grants to the economic operator a non-exclusive, *royalty-free* or royalty-bearing licence for the field of use specified in the Research Agreement. This right of use may also be exclusive if the software has been developed independently within the framework of the project or research programme and its development is not based on previously developed software. The free or *royalty* nature of the software must be specified in the contract for the specific project or programme.
- c) The above shall not apply in cases where the University's freedom to manage the results of a Project or research programme is restricted by law or by an existing contract (e.g. grant, consortium).
- d) In any case, the Research Agreement should aim at allowing the University's researchers to publish the scientific results of the Project or Research Programme, at the earliest after the filing of a patent application.
- e) The terms and conditions relating to intellectual property rights may be based on whether the research programme, which is the subject of the contract, has been developed by the University/Economic Operator alone or jointly by the Parties.

62. § Research contracts with publicly funded and non-profit institutions should seek to ensure that the University retains at least the rights of free use, commercial exploitation and free publication of the results of the Project, as agreed by the Parties, and should be specified in the research contract.

63. § The Researchers involved in the research activities undertaken under the Research Contract shall have an employment or other employment relationship with the University.

64. § Under a contract for the provision of a scientific service (hereinafter referred to as the "Service Contract"), the University shall provide a scientific service to the Customer by using or making available its existing knowledge, expertise and facilities. Such services may include, for example, tests, measurements, routine analysis, expert opinions, advice. The Service Contract shall include a provision on the rights to any intellectual property created in the course of the performance of the contract.

65. § In the framework of the Service Contract, the Parties shall ensure that the consideration stipulated in the contract covers at least the following:

- a) a precise and detailed definition of the service to be provided by the University, including the costs, broken down into technical and time milestones;
- b) expenditure relating to the persons involved in providing the service (including social contributions payable by the employer);
- c) the cost of equipment, materials and other ancillary charges (including depreciation of equipment and travel expenses) necessary for the provision of the service;

- d) costs incurred in connection with the use of the University's assets (in particular high value assets, the value of which is determined on the basis of the University's accounting policy in force);
- e) general costs, as defined in the relevant regulations;
- f) VAT (where applicable);
- g) remuneration for the provision of services;
- h) rewarding inventors/authors.

66. § For Service Contracts, the University owns the knowledge, methods, tools, software or intellectual property rights used in the performance of the Service or developed by researchers or other employees of the University previously or in the course of providing the Service. However, the reports and data (measurements, test results, simulations, expert reports, etc.) generated as a result of the provision of the service shall be the property of the customer and may be used or published by the University only with the prior consent of the customer.

67. § The researchers involved in the research activities undertaken under the Service Contract shall have an employment or other employment relationship with the University.

2.7. General rules for intellectual works created as part of a student activity

68. § The provisions of this Policy shall apply to intellectual works created by persons who are students of the University in any form of education or training, subject to the following exceptions.

- 69. §** If a student participating in any form of training (hereinafter referred to as the student)
- a) creates an intellectual creation in connection with the performance of his or her duties as a student; and
 - b) the material, material and other conditions necessary for its preparation have been provided by the University or one of its departments (collectively: University resources),

the Intellectual Property shall be deemed to be a work of authorship, and the relevant provisions of the Policy shall apply to the transfer of the Intellectual Property to the University.

70. § If an organisational unit of the University engages a student in research or other activities (in particular, but not exclusively, research activities) for the purpose of employment, a student employment contract or other civil law contract shall be concluded with the student and the University shall acquire the intellectual property rights and the right of use of the intellectual property created by or with the assistance of the student in accordance with the rules on service intellectual property.

71. § The legal fate of the intellectual work(s) and the express acceptance of the terms of the Policy shall be provided for in the contract.

72. § The acquisition of rights by the University shall not be based on the guidance, consultation or review of a research topic/work per se.

73. § A separate contract shall be concluded with the student in the event that the University wishes to acquire the right to use the intellectual work created by the student in cases other than those provided for in the above provisions.

- 74. §** In the absence of acceptance of the Regulations, a student's intellectual property may be used only if it can be proved beyond reasonable doubt that the creation of the intellectual property was subject to substantial financial conditions provided by the University and made available to the student in full and in full by the University.
- 75. §** Student intellectual property acquired under contract by the University is otherwise subject to the provisions applicable to service intellectual property, including appropriate remuneration of the student from any royalties derived from its exploitation.
- 76. §** Pursuant to Paragraph (6) of Article 50 of the Nftv., the University shall store and keep a record of all theses or dissertations of students who have passed the final examination after 20 December 2022 in electronic form. These theses and dissertations shall be made accessible and searchable without restriction through the University's repository, operated by the University Library and Archives Directorate, linked to its study system, except for those parts which are classified as provided by law.

2.8. Remedies

- 77. §** If the inventor or the author considers that a decision taken by the University or one of its institutions or bodies in relation to his/her intellectual creation is prejudicial, he/she may request the Rector to review it within 15 days, giving detailed reasons in writing, and the Rector shall decide within 30 days.

3. Industrial property rights

3.1. Patent

3.1.1. Finding

- 78. §** The patent for a service invention shall vest in the University as successor in title to the inventor.
- 79. §** The patent for the employee's invention belongs to the inventor, but the University has the right to exploit the invention, which is not exclusive, and the University may not grant any further exploitation licence. The right of exploitation shall pass to the successor in the event of the dissolution of the University or the transfer of an organisational unit; otherwise, it may not be transferred or assigned to another person.
- 80. §** The inventor shall promptly disclose his/her service or employee invention to the University in writing, using the form set out in Annex 1 to the Policy, in the manner specified in Part 2, Section 2.1 of the Policy.
- 81. §** The invention fee agreement governing the service invention, the invention fee agreement governing the remuneration for its exploitation in the case of an employee invention, and the statutory description, declaration, notification and information relating to the service and employee invention shall be in writing.
- 82. §** The model invention fee contract and the model licence agreement are set out in the Annexes to the Policy.

3.1.2. Utility model registration

83. § The provisions of the Policy relating to patents shall apply mutatis mutandis to utility models.

3.1.3. Remuneration for the inventor

84. § The inventor is entitled to an appropriate remuneration (the so-called invention fee) for the sale of the invention, if a patent has been granted for the invention, in accordance with the legislation in force.

85. § The inventor is entitled to the royalty for exploitation, for each licence and for each transfer separately, and also for licences for exploitation without consideration and for free transfers.

86. § The fee shall be paid jointly by the University as the employer and, in the case of joint protection, by the patentee who exploits the patent, unless otherwise agreed by the patentees. In the case of licensing and assignment of the exploitation, the assignee may assume the obligation to pay the fee.

87. § The remuneration of the inventor shall be governed by the contract concluded with the University, the assignee or the successor in title.

88. § The fee for the invention in exchange for the exploitation shall be proportionate to the fee which the University or the exploiting patentee would have to pay under a licence agreement for the licence to exploit the intellectual work, taking into account the licensing turnover in the territory in which the intellectual work is located.

89. § Formula for calculating the invention fee:

Invention fee = projection base x coverage ratio x fee key x inventor's ratio.

90. § In the case of authorisation of exploitation or transfer of protection, the fee shall be proportionate to the value of the authorisation of exploitation or transfer or to the economic advantage derived from the authorisation of exploitation without consideration or from the free transfer.

91. § In fixing the amount of the fee, the proportion of the procedural costs to be borne shall be determined in the light of the University's contribution to the creation of the intellectual work and the inventor's obligations arising from his/her employment. In the case of an invention kept secret, account shall also be taken of the disadvantages suffered by the inventor as a result of failure to obtain protection. In the case of patents and designs, the allocation shall be made according to the following proportions:

- a) the maximum fee payable to the inventor(s)/author(s) is 50% of the net revenue (the value of the revenue received by the University from the exploitation less taxes and contributions), according to the terms and conditions of the fee agreement to be concluded with the inventor(s)/author(s),
- b) one third of the part above point (a) shall be paid into the Central Fund of the Intellectual Property Financing Fund and two thirds into the Institutional Fund of the Intellectual Property Financing Fund.

3.2. Design protection

92. § The protection for the service design shall vest in the University as the successor in title to the copyright.
93. § The design of an employee design is the property of the designer, but the University has the right to use the design. The University's right of use is not exclusive; the University may not grant a licence. The right of exploitation shall pass to the successor in the event of the dissolution of the University or the transfer of an organisational unit; otherwise, it may not be transferred or assigned to another person.
94. § The provisions of the Policy relating to patents shall apply *mutatis mutandis* to the service and staff models, subject to the following exceptions:
- a) the provisions concerning the secrecy of a service invention and its use as a trade secret solution do not apply to the service design;
 - b) in the case of a utility model, non-payment of the maintenance fee shall be understood as non-renewal of the protection and expiry as the expiry of the term of protection after which the protection may no longer be renewed;
 - c) the author is entitled to remuneration only for the sale of a utility model covered by the design.

3.3. Know-how

95. § Know-how is proprietary knowledge of pecuniary value, which is a trade secret, meaning unpublished, generally known, recorded in an identifiable manner, economic, technical or organisational knowledge, solutions, experience, their compilation, information, process formulae, recipes or otherwise classified as know-how by law.
96. § The know-how created by the author in the course of his/her work shall be described in writing without delay, using the form set out in Annex 4 to the Policy, in the manner provided for in Article 17.
97. § The protection of the content of the know-how can be achieved by a security clause in the exploitation contract and by a closed management within the contracting parties' own organisation.
98. § The legal relationship between the University and the know-how author is defined in the fee agreement.

3.4. Breeding, maintenance, production of propagating material

99. § The breeding, maintenance and production of propagating material is carried out within a uniform framework, in departments organised according to different disciplines and specialisations.
100. § Breeding, as a scientifically based activity, is basically aimed at the production and maintenance of plant and animal varieties, resulting in the candidate variety or the variety.
101. § The framework for the breeding of animals shall be determined by the Hungarian legislation in force, in particular the legislation listed among the interpretative provisions of the Policy.

- 102. §** Breeding for the production of new varieties is a research and development activity and is therefore considered as a specialised task of the institute-research centre. Its scientific basis is ensured and guaranteed by the work of the teachers and researchers in the unit concerned.
- 103. §** The University has the right to use the intellectual and tangible product (candidate varieties, inbred lines, etc.) resulting from the breeding work, within the limits of the applicable legislation, except for the plant variety, for which the breeder is entitled to the protection.
- 104. §** In the case of financing by an external sponsor, the contract with the sponsor must provide for the sharing of the breeders' rights.
- 105. §** The University has the right and the obligation to exploit the results of the breeding activity. At the university level, decisions may be taken on the submission of candidate varieties for state recognition, on the transfer of the resulting products to other research and development institutions and organisations for experimental testing, and on the possible disposal or sale of the products.
- 106. §** The variety application procedure is initiated by the breeder(s) with the agreement of the head of the unit. The application shall be made in accordance with the obligation to offer, in the case of plant varieties and animal varieties, the forms set out in Annexes 2 and 3 to these Regulations.
- 107. §** The notification shall contain at least the following information in the case of both service and employee breed declarations:
- a) the name, permanent address and contact details of the breeder, and, in the case of several breeders, the name, address and contact details of the representative of each breeder;
 - b) in the case of co-breeders, the names of all co-breeders and the proportion of their participation in the breeding;
 - c) an indication of the type of work carried out to produce the type, whether there was external funding;
 - d) if the breed right is shared between the University and the external funder, a reference to the contract concluded on this subject;
 - e) the complete documentation required by the Regulation on the application for the recognition of varieties;
 - f) a declaration that the seed or vegetative propagating material required for the tests is available and that it will be made available to the agricultural administration of the county government office in the quantity and quality specified in the Recognition Decree within the prescribed period;
 - g) a statement of how the fees for the species testing are covered;
 - h) a draft agreement on the distribution of the variety premium.
- 108. §** The contract for the possible sharing of the breeders' right must be concluded before the application.
- 109. §** The application must indicate the names of the technical persons - the contributors - actively involved in the creation of the candidate variety to be entered, in addition to the breeders.
- 110. §** In the case of state acceptance of plant variety candidates, the University, as the applicant, shall be the variety right holder, in accordance with the Policy and the applicable legislation in force.

- 111. §** The conservation of the original characteristics of the varieties must be ensured by maintaining the varieties. For this purpose, the Rector shall designate a person and/or department responsible for the maintenance of the variety, preferably the breeder of the variety, but also other competent persons/departments.
- 112. §** The maintenance of the breed may be transferred, temporarily or permanently, to another natural or legal person or to an unincorporated business.
- 113. §** The variety right holder must notify the competent agricultural administration body of the transfer of the maintenance of the variety.
- 114. §** The costs of maintaining the variety should be covered essentially by the fees for the use of the variety, in particular the licence fee and the proceeds from the production of own propagating material.
- 115. §** Plant variety rights related to the production, distribution and use of propagating material of plant varieties are granted by the University, which may be delegated to the breeder by the Rector.
- 116. §** A certificate of origin shall be issued by the producer of the propagating material on the basis of the consent of the holder of the breeder's right for seed lots which are to be further multiplied at a lower stage of multiplication.
- 117. §** Written permission from the variety right holder is required in all cases for the export of seed (propagating material) lots, which may be a Sales Contract or a Material Transfer Contract.
- 118. §** The preparation of the certificates or consents is the responsibility of the breeder maintaining the variety, the breeder is responsible for issuing and signing the documents.
- 119. §** The provisions of these Regulations relating to employee and service plant varieties shall apply mutatis mutandis to employee and service plant varieties.

3.5. The variety fee

- 120. §** For the seed (propagating material) of the variety placed on the market, the breeder is entitled to a variety fee for the use of the variety.
- 121. §** The amount, method of payment, time of payment and method of settlement of the fee for the use of the variety shall be agreed in a written contract between the breeder, the distributor and the breeder.
- 122. §** Preparation of contracts is the responsibility of the breeder.
- 123. §** Contracts for the use of varieties may be signed by the heads of the institutes or by persons authorised to sign on behalf of the University in accordance with the rules in force.
- 124. §** The breeder, his/her heir and the maintainer of the variety are entitled to a variety premium from the variety fee, in accordance with a special agreement with the maintainer.

- 125. §** The breeder's commission is paid annually on the basis of an agreement with the breeder(s).
- 126. §** Commission contracts previously concluded by the University and its predecessors with breeders shall be governed by the provisions in force at the time of conclusion.
- 127. §** A contract for the payment of the breeder's commission must be concluded with the breeder within 90 days of the date of the grant of the protection or of the state recognition/individual breeder's licence.
- 128. §** The head of the relevant department or institute is responsible for the conclusion of the contract, in accordance with the provisions of the internal regulations on the conclusion of contracts.
- 129. §** The responsible breeder, appointed by the Rector, is entitled to a remuneration from the breeders' commission (breeders' commission), which is paid annually on the basis of an agreement with the breeders.
- 130. §** Agreements on the payment of the maintenance commission must be concluded within 90 days of the issue of the maintenance orders. The conclusion of the contract shall be the responsibility of the head of the department or institute concerned, in accordance with the provisions of the internal regulations on the conclusion of contracts.

3.5.1. Allocation of the variety fee

- 131. §** The variety fee is calculated on the basis of the royalties paid by third parties under the licence agreement for the exploitation of the protected variety/hybrid. For the exploitation of plant varieties/hybrids for which only state recognition is granted, the royalties paid by third parties under the variety licensing contract and the income from compensation which may be linked to the plant variety. The licence fee and the variety right fee shall be determined on an individual basis in accordance with the general professional rules and regulations.
- 132. §** In the case of own right sales (where the buyer is not buying the propagating material for further propagation), the amount on the invoice includes the amount of the licence fee/variety right fee. This amount is treated separately in the university accounts.
- 133. §** The basis for calculating the variety fee is as follows: the fee paid to the University for sales and exploitation is reduced by the direct costs of evaluating the variety, obtaining and maintaining the plant variety right, maintaining the protection, maintaining the annual state listing and the procedure for exploiting the variety, to obtain the fee basis.
- 134. §** (1) In the case of a plant variety right or a variety recognised by the State, the proceeds of exploitation shall be paid into the Institutional Fund of the Fund for the Financing of Intellectual Property, distributed in the following proportions:
- a) variety premium, which is the breeder's and maintainer's premium fund: 50%;
 - b) 50% to be administered by the Institute (Intellectual Property Fund - Institutional Fund), which may be used by the Institute to cover material expenses, to finance official fees, for research and development purposes and for other expenses related to the maintenance of the breed.
- (2) The variety premium shall be paid to the beneficiaries on the basis of their breeding percentage and on the basis of a decision of the Head of the Institute. In determining the

breeder's share, the breeder's contribution indicated in the application for a plant variety shall not be deviated from until the actual breeder's contribution is proved otherwise.

3.5.1.1. The breeder's commission

135. § The breeder's commission is 40-70% of the variety premium. The amount is set by the head of the institute. The commission is paid once a year, by 30 April following the year in question for autumn-sown varieties and by 30 September of the year in question for spring-sown varieties. In the case of other plant varieties, the annual commission is paid on the basis of an agreement between the breeder and the University. Breeder's commission: the breeder or his/her heir is entitled to a breeder's commission for as long as the propagating material of the variety is in circulation and the University receives income from the use of the variety.

3.5.1.2. The maintenance fee

136. § Within the University's organisational system, 20-50% of the breeders' premium is paid to the breeders. The amount is determined by the Head of the Institute; a decision of the Head of the Institute must be made in writing in accordance with the University's relevant procedures. The breeder is primarily responsible for the maintenance of the variety, but if he/she is prevented from doing so, the Rector may, on the recommendation of the head of the responsible department, designate in writing another person or persons to carry out the duties. Payment is made in the same way as the breeder's commission.

137. § The breeder is entitled to a maintenance fee for as long as the variety is protected and the University receives sales revenue from the variety.

3.5.1.3. Intermediary commission

138. § The technical staff, other than breeders, who actively participate in the creation of the variety are entitled to 10% of the variety premium. The distribution of this amount is decided annually by the Head of the Organisation and the Chief Breeder. The payment is made in the same way as the breeder's commission.

4. Copyright

4.1. The author's work

139. § Copyright belongs to the person who created the work. Without prejudice to the rights of the author of the original work, adaptations or translations of the work of another author, provided that they have an individual, original character, are also protected by copyright.

140. § If the author's work is the result of an employment relationship - or of a contract of employment under Art. 30 (7) of the Copyright Act, the University shall, by operation of law, acquire the property rights to the work as the legal successor of the author by transferring the work, unless otherwise agreed.

141. § For the purposes of Section 140, a work of authorship created under an obligation arising out of an employment relationship shall be deemed to be a work of authorship within the meaning of Art. Works within the meaning of Section 1(1) of the Art. Section 1(2) below:

- a) a literary work (e.g., fiction, non-fiction, science, journalism);

- b) public speech;
- c) all forms of computer programming and related documentation (hereinafter ‘software’), whether recorded in source code, object code or any other form, including user programmes and operating systems;
- d) theatre, musical theatre, dance and silent theatre;
- e) music, with or without lyrics;
- f) radio and television play;
- g) cinematographic and other audio-visual works (hereinafter together referred to as ‘cinematographic works’);
- h) a work of drawing, painting, sculpture, engraving, printing or other similar means, and its design;
- i) photographic artwork;
- j) map and other cartographic works;
- k) architectural work and its design and the design of the architectural ensemble or urban ensemble;
- l) technical installation plan;
- m) work of art and its design;
- n) costumes, the set and their design;
- o) industrial design artwork;
- p) database that is a collective work.

142. § The author is required to examine the work produced in the course of his/her work for novelty and to submit it to the head of the institute or department before publication or communication. It is the responsibility of the head of the institute or department to decide within 30 days whether the work has any novelty-destroying content which is of value to the University and which could be submitted for industrial property protection. The Head of the Institute or the Head of the department may, if necessary, shall call in additional experts to assess this.

143. § If the content of the work may be the subject of a subsequent patent or other form of protection, the author shall promptly submit a written description of the work using the form set out in Annex 5 to the Policy, as specified in Part 2, Section 2.1 of this Policy.

144. § A scientific publication of an intellectual work may be published only if and in such a form that its publication does not jeopardise the protectability of other intellectual works, and in particular does not constitute a novelty infringement.

4.2. Contract of use

145. § In the case of works covered by the Rules and Regulations under Section 141, the University shall acquire the copyright by transferring the work. After notification by the author, the University shall decide within 90 days whether it wishes to arrange for the right to use the intellectual property rights itself or whether it will transfer the rights acquired by assignment back to the author, who shall then be free to dispose of the intellectual property rights.

146. § If the author is contractually obliged to create the work, the University must declare its acceptance of the work after its delivery, or it may return the work for correction. The deadline for acceptance or correction shall be determined by the contract between the Parties.

147. § The legal relationship between the University and the author is governed by the contract of use.

148. § In the case of works of authorship created under a commission or other civil law relationship, the provisions of the Policy shall be set out in a contract between the author and the University, so as to give the fullest possible effect to the provisions of the Policy.

4.2.1. Individual contracts

149. § The provisions of the individual contract shall apply to copyright works created by persons having an individual contractual relationship with the University as the customer, and to licences granted for the use of such works or performances.

150. § If the parties intend that the University should acquire the property rights, but the transfer of such rights is excluded by law, the University shall be entitled to acquire the broadest right of use permitted by the law in force at the time of the conclusion of the contract, in terms of time and scope of use. An exclusive right of use shall be subject to an express provision to that effect.

4.2.2. Research, development, expertise and design contracts

151. § Where the University contracts with a third party to carry out scientific research, development, expertise or design work, the property rights in the resulting work shall be acquired by the University in accordance with Article 140 of these Regulations and shall be governed, within the limits of the applicable legal provisions, by the provisions of the contract concluded and the author's written declarations relating thereto.

4.3. Non-published works of authorship

152. § Publication and use of media content recorded in video, audio or other formats for educational purposes requires the written permission of the author (performer). The author (performer) and the University shall enter into a separate agreement on the authorisation of publication and the conditions of use. Audio and visual recordings of the sessions held on in the context of university education may be made solely for the purpose of supporting the learning of the course material, without any form of publication.

4.4. The scientific work

153. § The provisions of the Policy relating to copyright shall apply to scientific works with the following exceptions.

154. § For the purposes of the Policy, a scientific work is a work, publication or communication of various genres (book, book chapter, journal article, abstract, conference paper, study, conference proceedings, etc.), in a form, style and control procedure that conforms to the standards of the discipline, intended for the scientific community, published, stored on a durable medium and accessible to the public, and which, in its subject matter, usually:

- a) reports original theoretical or empirical research results;
- b) processes, synthesises and evaluates existing results;
- c) helps find the way around the literature and explore the content.

155. § Unless otherwise agreed in writing with the University or a publisher, copyright in scientific works may be owned by the authors subject to the open access policy and the provisions of the Policy.

- 156. §** The author may conclude a contract with any publisher for the publication of scientific works authorised for publication on the basis of the novelty test pursuant to § 142. The author is responsible for contacting the publishers and agreeing the terms of publication.
- 157. §** The duties and responsibilities of the author with regard to the publication and registration of his/her scientific works in connection with the University are laid down in the current University Regulations on Publications and Publication.
- 158. §** The University is obliged to ensure that the scientific work is made available in the manner and to the extent permitted by the use or publishing contract. It is the responsibility and duty of the author to inform the University of any such provisions in the contract of use or publishing agreement.
- 159. §** Prior to publication of scientific works, authors are required to have the results of the examination examined and approved by the Science Policy and Innovation Centre or the relevant institute/department of the University as to whether the publication contains research results that may be the subject of industrial property (patent) protection and that may be commercially exploitable.
- 160. §** In the case of a joint work by several authors, where the authors are employed or otherwise engaged by different institutions, the authors must examine the rules of those institutions in respect of the exploitation rights and, on that basis, coordinate the arrangements for the property rights in the work.

4.5. Computer programming (software)

- 161. §** The provisions of the Policy relating to copyright shall apply to software, subject to the following exceptions.
- 162. §** Software developed in the course of research work, as well as software developed by additional staff members in the course of their duties, is of an official nature. The right to dispose of software of an official nature is vested in the University by law. The right of disposal covers both internal and external uses. The right of disposal entitles the University to register the software in a voluntary register of works.
- 163. §** The authors of the software will be paid a royalty by the University for the exploitation of their solution.
- 164. §** The employees who have developed the software shall be obliged to provide the University with the software within one month of the completion of the work in accordance with Annex 6 to these Regulations.
- 165. §** The University may request the documentation of the software within one month of the notification, on the basis of which it will decide on the internal use of the software. The decision must be taken within 90 days of the notification of the obligation to offer.
- 166. §** In the case of internal use, where the University uses the solution in the course of its own activities, the basis for calculating the fee is the amount that can be determined in the light of the licensing traffic conditions in the field of application of the software.

- 167. §** The basis for the calculation of the fee is the consideration (fee, purchase price) received in exchange for the licence or transfer of the use of the software to another party, or in the case of a full or partial transfer of the solution, less the direct expenses incurred in developing or selling the solution. The costs charged shall be returned to their source.
- 168. §** If the University does not make a decision on internal use within 60 days of the offer, or does not claim the software, the author is free to dispose of it.

4.6. Rules on the use of educational material

- 169. §** The University owns the rights of use of the teaching materials created and taught in the context of the teaching activities at the University (hereinafter referred to as ‘teaching materials’).
- 170. §** If the author creates the educational material within the framework of an employment relationship or other legal relationship with the University (including, but not limited to, a contract of agency or a contract for services), the University shall have at least non-exclusive rights of use. The author and the University shall, where appropriate, agree on the authorisation of the rights of use in a licence agreement.
- 171. §** Educational material created during the term of a legal relationship with the University, whether or not it is published, must be uploaded by the author within 30 days of first publication to a University repository or to the University's e-learning system, where it will be made available for open access wherever possible. If the author receives a grant for the creation of the educational material, the author's work must be made available in accordance with the grant agreement.
- 172. §** Where the author creates educational material as a result of a commission, publishing contract or other civil law relationship with a third party, he/she must endeavour to ensure that the provisions of the Policy are applied as fully as possible when concluding the relevant contract, in particular with regard to open access. The author may only enter into contracts with third parties which grant the University at least the right to non-exclusive use of the educational material.

5. Exploitation

- 173. §** For the purposes of this Chapter, ‘creator’ means the author or inventor.

5.1. Ways of recovery

- 174. §** The ways of recovery in particular:
- a) the transfer of the intellectual creation to a *spin-off* company or a start-up company within the University;
 - b) the conclusion of a licence agreement, a variety contract;
 - c) the conclusion of a contract for the transfer of intellectual property rights;
 - d) use within the university.
- 175. §** If the University relinquishes its right to exploit the intellectual property, the inventor or author shall be entitled to the rights in the intellectual property free of charge, provided that the University may claim a share of the profits from any further exploitation up to the amount of its final expenditure up to the date of relinquishment, or a percentage of the net revenue from

the sale or exploitation of the intellectual property. The parties may agree on the above percentages as part of the waiver. The successor in title shall bear the costs of the assignment in connection with the waiver.

176. § The University shall exercise due diligence with regard to the fees provided for in the licence agreement and in the intellectual property assignment contracts, in particular to ensure that, over and above the costs of creating the intellectual property, the University and the Creator have an adequate interest in the intellectual property as defined in the Principles, so as to encourage the creation of further intellectual property, to increase the level of sophistication, to take steps towards practical exploitation and to strengthen the entrepreneurial spirit of the inventor or author.

5.2. Provisions on the appropriation of intellectual property

177. § If the University is the owner of the intellectual work, the intellectual work (including the University's intellectual property rights in this chapter) may be transferred (appropriated) to a business enterprise (hereinafter referred to as "the exploitation company") as a non-monetary contribution. The Rector shall decide on the appropriation of the intellectual work to the exploitation company on the basis of a proposal by the Head of the Institute and a recommendation by the Evaluation Committee.

178. § A user enterprise, if established for a limited period, may not be established for less than three years. The University may not become a member of or acquire a holding in a fixed-term undertaking which has less than three years from the date of its intended entry into or acquisition of a holding in the undertaking before the date of termination specified in its statutes.

179. § 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.

180. § The University may only make a financial contribution to a commercial enterprise if the total amount of financial contributions made in a calendar year does not exceed 50% of the result of the enterprise's activity as shown in the University's budget statement for the previous year.

181. § The articles of association of the user undertaking shall not impose any additional payment obligation on the participating university.

182. § The University may, at the Rector's discretion, terminate or reduce its membership of or participation in the benefiting undertaking only after the value of the assets constituting the rights has been determined by the auditor and at least at the determined value by means of a transfer for consideration.

183. § Sections 178 and 180 of these Regulations shall also apply in the event of the establishment of an additional entity or the acquisition of an interest in an entity by a benefit-producing enterprise established by or with a participation of the University, and in all cases where an entity with an indirect participation of the benefit-producing enterprise establishes an entity or acquires an interest in an entity.

184. § A user undertaking may not assign an intellectual work within the meaning of Article 177 of the Policy.

- 185. §** The University may apply for public funding to set up, become a member of or acquire a stake in a business that exploits the University's intellectual property.
- 186. §** The grant may also be applied for by a researcher or a person employed as a university or college lecturer who is the joint owner with the University of an intellectual work created at the University, and for the purpose of exploiting the intellectual work the joint owners, individually or with any third party, establish a business company or become members of or acquire a share in a business company. To be eligible for a grant, a valid contract between the University and the creator of the intellectual property rights and the sharing of the revenue from the exploitation must be in place.
- 187. §** An employee of the University may, with the prior written consent of the Rector, become a member or manager of the user enterprise or enter into an additional employment relationship with it.
- 188. §** In the case of the appropriation of an intellectual work, the fee payable to the creator is based on the amount agreed between the University or its predecessors and the creator and the IPR policy in force at the time of creation.

5.3. Licence and variety contract

- 189. §** Under a licence or variety licensing contract, the licensor is obliged to put the licensee in a de facto and de jure position to put the intellectual work into practice and use it to a specified standard or to use specified indications, to provide the necessary information or to grant the necessary legal authorisation to do so, and to pay a specified consideration or to provide other consideration. In the case of an international licence sale, the provisions of this Section shall prevail.
- 190. §** The licence or variety licensing contract must include in particular:
- a) the names of the contracting parties;
 - b) the purpose of the contract;
 - c) definitions of terms used in the contract;
 - d) rules on the transfer and assignment of rights;
 - e) the rights and obligations of the parties;
 - f) the amount, method and due date of payment of the fee.
- 191. §** Types of licensing and variety licensing contracts in particular:
- a) a licence agreement for a patent;
 - b) trademark license agreement;
 - c) a licence for a utility model;
 - d) a licence for a design;
 - e) a license to use the software, regardless of the protection the software is under;
 - f) a licence agreement for protected plant varieties;
 - g) a contract for the use of a variety which is not protected, and which is concluded only for varieties of plants which are officially recognised.
- 192. §** In the case of a licence agreement, the fee payable to the inventor/author is based on the licence fee payable by the licensee to the University, any payment made by the licensee to the University and any other monetary benefit (including shares issued by the licensee, but

excluding any assets or services provided by the licensee to the University under research or other contracts).

5.4. Invention or patent assignment contract

193. § Under an invention or patent assignment contract, the University is obliged to assign the invention or patent (including the patent application) to the buyer, and the buyer is obliged to pay the purchase price.

194. § The invention or patent assignment contract must include in particular:

- a) the name of the contracting parties;
- b) the purpose of the contract;
- c) definitions of terms used in the contract;
- d) in the case of an invention, the patent specification of the invention to be transferred, and in the case of a patent application and the transfer of a patent, the office file numbers and, where applicable, the registration numbers;
- e) rules on the transfer and assignment of rights;
- f) the rights and obligations of the parties;
- g) the amount, method and due date of payment of the fee.

195. § In the case of an invention or patent assignment contract, the fee payable to the inventor/author is based on the fee payable by the purchaser to the University as consideration for the assignment, any payment made by the purchaser to the University and any other monetary benefit, including shares issued by the licensee, but excluding any assets, services or other remuneration (in particular, but not limited to, research costs) provided by the licensee to the university under research or other contracts.

5.5. Use of intellectual creation within the University

196. § The University may also decide to use the intellectual property internally; in which case the University will use the intellectual property in its own activities.

197. § The University may exercise its right to use the employee's intellectual property only in accordance with the inventor's/author's right to publish the intellectual property.

198. § The University shall conclude with persons engaged in research or teaching activities who have an employment or other work-related legal relationship with the University, in accordance with this Policy and the applicable legislation, an agreement (employment contract or civil law contract/agreement) that regulates in detail the rights relating to intellectual creations and the sharing of revenues arising from their exploitation. Such agreements shall also be concluded in cases other than that specified in Section 35 (2) of the Innovation Act.

199. § Where required by the relevant provisions of this Policy, the University shall ensure that, with respect of intellectual creations arising in the course of research or innovation activities, the terms governing the legal relationship and the sharing of revenues are in all cases set out in a written agreement.

200. § In the case of internal exploitation, the remuneration due to the author as consideration for the exploitation shall be subject to the rules of this Policy concerning the remuneration of the author.

5.6. Special rules for enterprises making use of the benefits

201. § On the proposal of the head of the institute and on the recommendation of the head of the Science Policy and Innovation Centre, the rector decides on the provision of the intellectual property belonging to him/her to the enterprises exploiting the intellectual property as follows:

- a) The University may set up a benefit-sharing company with its own participation as follows:
 - aa) When the University establishes the exploiting company, the University may use the intellectual property as a non-pecuniary contribution in accordance with the articles of association and the Civil Code. In this case, the University becomes a member of the exploiting enterprise and is entitled to a share in the proceeds of the exploitation by the enterprise in accordance with the rules of company law.
 - ab) Upon the establishment of the exploitation company - taking into account the rules on the management of the University in accordance with the rules of the Nftv. - the University shall only make other financial contributions and shall make the exploitation right of the intellectual work available to the resulting exploitation company by concluding a licence agreement. In this case, the University shall become a member and shall be entitled to a share of the revenues from the exploitation by the enterprise in accordance with the provisions of the Civil Code applicable to companies and to a licence fee.
- b) The right to exploit the intellectual work shall be made available to an exploitation company established without the participation of the University, or to any other entity established for the exploitation of the University's intellectual product, by concluding a licence agreement. In this case, the University is entitled to a share of the exploitation by the enterprise in the form of a licence fee (this is no longer a "user enterprise" within the meaning of the Innovation Act but is also a spin-off in the broader sense of the OECD definition).

202. § The relevant guidelines describe the three basic types of spin-off enterprise (broadly defined by the OECD), which are characterised by well-defined areas of operation, obligations and rights.

5.6.1. University spin-off company

203. § A university spin-off company is a company that has been set up to further develop and commercialise the research results of the university. The University protects the new knowledge of market value generated by the research with appropriate forms of protection, such as patents, and the researcher who develops it and the University form a joint venture to further develop the innovation. With this type of spin-off, there is a strong chance that the company can be sold to a professional buyer or further capital increases can be made within 3-5 years.

204. § The guidelines for the relationship between the University and the university spin-off company are as follows, from which the parties may deviate by mutual agreement:

- a) university shares are mostly minority at the time of foundation;

- b) the participation of the academic researcher who developed the intellectual property is not a requirement, but if he or she does participate, he or she is usually the majority owner at the time of creation;
- c) management may also be a minority owner at the time of incorporation;
- d) a business angel or other financial investor may acquire a minority shareholding in the company at the time of incorporation or thereafter;
- e) protection for an intellectual creation is usually a combination of a patent, a patent and the associated know-how, exceptionally only know-how. The University licenses or grants the company this intellectual property and its protection in return for the researcher who develops it waiving his/her inventor/author royalty if he/she is a founding owner of the company.
- f) As a further condition for funding, the management team set up in the incubation phase after the project has been accepted must prepare appropriate IPR, technical and marketability studies, a business plan with verifiable data on the business value of the project and detailed steps for exploitation. The Rector, on the proposal of the Head of the Institute, the Head of the Science Policy and Innovation Centre and the Evaluation Committee, shall decide on the establishment of the project.
- g) The University is represented in the spin-off company by the Rector as owner.
- h) The University provides the share capital corresponding to its share of ownership. The share capital may only consist of a monetary contribution, or the donation of intellectual property created by the University. The cost value of the intellectual property shall be at least the "cost" value + other protection plus other incidental costs. In determining the value of the contribution, the value of the university's expenditure is the determining factor.
- i) The University does not interfere in the operational running of the company but provides assistance with innovation services (industrial property protection, legal advice, international relations) if the company requires it.
- j) The University will take a new decision on the continuation of the use of the property on an annual basis. The University may sell its share from the 3rd year onwards.
- k) The university spin-off is entitled to use the University's innovation services (library, base labs, technology transfer) at internal prices.

5.6.2. University services company

205. § A university service enterprise is an enterprise that exploits the University's specialised knowledge, instruments and assets as a service to market players and University departments. It is primarily a high value-added service provider but is typically not a unique service provider. In this type of spin-off, there is little chance that the company can be sold to a professional buyer or that new capital increases will be raised.

206. § The University's relationship with the university service provider is governed by the following guidelines, from which the University is entitled to deviate:

- a) the University is usually the controlling majority owner at the time of incorporation.
- b) The minority or other owner may be a university employee (lecturer, researcher) or an organisation with an interest in these persons, or other external person or organisation.
- c) The business provides services such as wage surveys, salary research, consultancy, etc., which may or may not be protected by industrial property rights such as patents. The enterprise makes use of university infrastructure (instruments, laboratory).
- d) It must be demonstrated that the service will not hinder scientific work.

- e) Proposals must demonstrate that they allow the revenue-generating use of the instruments purchased from them.
- f) The University is represented in the university service spin-off company by the Rector as owner.
- g) The University will provide the share capital corresponding to its share of ownership. Subscribed capital can only be a cash contribution or a contribution of the University's intellectual property, at a value determined by the founders according to the following methodology: the cost value of the intellectual property must be at least the "cost" value + an amount increased by other protection and other incidental costs. The value of the endowment shall be determined by reference to the value of the university's expenses.
- h) The University will take a new decision on the continuation of the use of the property on an annual basis. If it can be demonstrated that the company is no longer viable, the University may initiate its dissolution.
- i) The University has no direct say in the operational management of the company.
- j) The company is entitled to use the University's innovation services (library, base laboratories, technology transfer) at internal prices.
- k) The guidelines for determining the ownership of any intellectual works that may be created in the course of the service activity are set out in the contract.

5.6.3. University-related start-up businesses

207. § A university-related start-up is a business created by employees of the University for the exploitation of university knowledge or intellectual property in which the University is not an indirect owner (also a spin-off according to the OECD definition, but not a user enterprise under the Innovation Act).

208. § The following provisions apply to university start-ups:

- a) It is not owned by the University or any of its other companies.
- b) The company was founded by a university researcher in collaboration with other university researchers or third parties for the purpose of exploiting intellectual property created at the University or falling within the University's professional competence.
- c) The University assigns or licenses to the company the right to use the intellectual property, including, but not limited to, the right to file a patent application or patent.
- d) The company can use the University's innovation services (library, base labs, technology transfer) at market prices.
- e) The company can rent laboratory, equipment time, services from the University, participate in the University's incubator programme for which it pays a predetermined price.
- f) The University is not involved in the management of the company but expects the company to comply with the University's operating rules as agreed between the parties (scope of activities, confidentiality statement, employment protection rules, etc.).

6. Final and enacting provisions

209. § The Senate discussed the present Regulations at its meeting held on 27 February 2025 and adopted the contents of these Regulations by Resolution 17/2025 (II.27.) and initiated their adoption by the Reservation. The Board of Trustees of the Foundation for the Hungarian University of Agriculture and Life Sciences, as the governing body, adopted the Regulations by Resolution No. 6/2025 (III.03.).

- 210. §** This Policy shall enter into force on 4 March 2025.
- 211. §** The Intellectual Property Management Policy adopted by Resolution 90/2021 (XI.06.) of the Board of Trustees and amended by Resolution 61/2022 (XI.07.) of the Board of Trustees shall be repealed with the entry into force of the Policy.
- 212. §** This Policy shall apply to intellectual property rights notified to the University after their entry into force, on or after the date of entry into force, and to contracts concluded in connection therewith.
- 213. §** The amended provisions of the Policy shall also apply to accounts of fees and receipts under contracts already concluded in respect of fees and receipts received after the entry into force of this Policy, in accordance with the contract.
- 214. §** Contracts entered into by the University and its predecessors with third parties prior to the entry into force of this Policy shall be governed by the provisions of the Intellectual Property Policy in force at the time of conclusion.
- 215. §** Managers who exercise the authority of an employer and, in the case of persons who have other legal relationships with the University, persons or institutions representing the University, must ensure that all written statements required in connection with the Policy are made by persons covered by this Policy within 90 days of the date on which the Policy enters into force.
- 216. §** The annexes to this Policy may be amended with the approval of the Rector.
- 217. §** This Policy is displayed on the University's website.
- 218. §** The amendment to this Policy was adopted by the Senate by Resolution No. 137/2026 (VIII. 27.), and the amendments shall enter into force on the day following the adoption of the resolution.

Gödöllő, 27 August 2026

Rector, President of the Senate:
Dr Csaba Gyuricza

Annexes:

1. Annex No. 1: Notification of an intellectual creation resulting from scientific work carried out at the Hungarian University of Agriculture and Life Sciences
2. Annex No. 2: Notification of a new plant variety bred at the Hungarian University of Agriculture and Life Sciences
3. Annex No. 3: Notification concerning an animal breed developed at the Hungarian University of Agriculture and Life Sciences
4. Annex No. 4.: Notification on the know-how created at the Hungarian University of Agriculture and Life Sciences
5. Annex No. 5: Notification of the copyright work created at the Hungarian University of Agriculture and Life Sciences
6. Annex No. 6: Report on the software developed at the Hungarian University of Agriculture and Life Sciences
7. Annex No. 7: Application for the filing of trademarks resulting from professional activities carried out at the Hungarian University of Agriculture and Life Sciences
8. Annex No. 8: Information Notice and Declaration for Intellectual Property Notification
9. Annex No. 9: Declaration by the Director of the Institute for the notification of know-how
10. Annex No. 10: Declaration by the Director of the Institute for a national patent and utility model application
11. Annex No. 11: Declaration by the Director of the Institute for the institution of international patent and utility model application procedures (PCT)
12. Annex No. 12: Declaration by the Director of the Institute for the opening of national stages of international patent and utility model applications
13. Annex No. 13: Declaration by the Director of the Institute for the Variety Application
14. Annex No. 14: Declaration of the Director of the Institute for the purpose of the trademark application
15. Annex No. 15: Declaration by the Director of the Institute for the notification of animal breeds