Based on Article 25 of the Statute of Juraj Dobrila University of Pula, the Senate of Juraj Dobrila University of Pula, in a session held remotely through electronic voting without direct communication, on May 13th 2025, adopted the following

**REGULATION**

**on Intellectual Property Management**

1. **GENERAL PROVISIONS**  
     
   **Basic Principles**

**Article 1**

(1) This Regulation on Intellectual Property Management (hereinafter: the Regulation) regulates the mutual rights and obligations of Juraj Dobrila University of Pula (hereinafter: the University), its constituents, and employees in scientific-teaching, artistic-teaching, teaching, associate, and professional positions (hereinafter: employees), students at undergraduate, graduate, and postgraduate studies at the University (hereinafter: students), visiting professors at the University, honorary lecturers and associates, and other collaborators engaged in scientific and professional research and activities in collaboration with the University under copyright contracts, work contracts, cooperation agreements, inter-institutional agreements or similar documents (hereinafter: collaborators) as creators of intellectual creations (hereinafter: creators). It also defines the procedures for protection and commercial use of intellectual creations at the University.

(2)This Ordinance regulates the procedures and mutual relations between the University, employees, students, associates, creators, and other individuals and legal entities involved in the disclosure and commercialization of intellectual creations. Disclosure, for the purposes of this Ordinance, refers to the provision of information about an intellectual creation necessary for further actions in accordance with this Ordinance.

(3) This Regulation does not affect intellectual property rights acquired before the start of employment, studies, or collaboration with the University (hereinafter: prior intellectual property rights).

(4) If any of the prior intellectual property rights are in the process of registration or commercialization, the person to whom they belong is obliged to notify the University when this becomes relevant for research at the University, depending on the subject and content of the research and the type and content of the prior intellectual property rights.

(5) The terms used in this Regulation that have gendered meanings are used neutrally and apply equally to all genders.

**Subjects Covered by this Regulation**

**Article 2**

1) The provisions of this Regulation apply to all employees of the University, students, and collaborators who participate in the work of the University by providing written consent or entering into a relevant contract with the University.

(2) The obligation to transfer student ownership rights to created intellectual creations is determined by the University's general act governing undergraduate, graduate, and doctoral studies.

(3) Collaborators referred to in paragraph 1 of this Article must sign a statement or contract regulating intellectual property rights before beginning work at the University.

(4) The provisions of this Regulation regarding confidentiality and data secrecy apply to employees, collaborators, and students for a period of three years after the end of employment, collaboration, or student status.

**Definitions**

**Article 3**

The terms used in this Regulation are defined as follows:

* Intellectual creation: any creative realization of an idea arising from human thought, i.e., an original intellectual creation in the field of science with an individual character, regardless of the form or manner of expression, type, value, or purpose.
* Intellectual property: a collective term for subjective rights to intellectual creations as intangible goods, including industrial property rights and copyright and related rights.
* Industrial property: a collective term encompassing rights that protect business interests, market position, and investments in research, development, and promotion, including inventions, patents, trademarks, industrial designs, technical improvements, know-how, etc., created by the persons in Article 2(1) and other creators under this Regulation.
* Invention: a new solution to a technical problem, usually related to a device or process.
* Patent: an exclusive right allowing the patent holder to exploit the protected invention and prevent others from doing so for a certain time and within a certain territory. Patents protect inventions that are new, inventive, and industrially applicable and are granted by a competent authority after full examination or without it (consensual patent) under relevant laws. The patent holder may or may not be the inventor.
* Trademark: a protected sign or symbol used by an individual, business, or entity for unique identification of products and services, including names, words, phrases, symbols, images, or combinations thereof. It provides exclusive legal rights for the duration of the protection.
* Industrial design: protects the external appearance of a product or object, granting exclusive rights for a set period through appropriate procedures.
* Technical improvement: improved application of known tools, devices, technological processes, or materials aiming at increased productivity, better product quality, material and energy savings, full capacity utilization, improved safety, etc.
* Know-how: additional technical knowledge and experience necessary for industrial application of inventions and/or technical improvements, whether secret or not, related to inventions or improvements, including unregistered secret inventions, instructions, experiences, process descriptions, equipment specifications, analytical procedures, etc. Know-how does not include knowledge gained through education at the University or publicly funded projects.
* Data: includes data, materials, objects, tools, and results of work of any type and form (e.g., formula, process, design, name, phrase, symbol, image, instrument, or processed information set) obtained, collected, or created during scientific and professional research and/or teaching at the University, satisfying legal criteria for protection under intellectual property rights, including data defined in Article 5.
* Trade secret: contractual or regulatory obligation to maintain confidentiality of information about technologies, knowledge, and research results that are not publicly known or easily accessible and are contractually protected to ensure economic or other benefit for the University.
* Online teaching materials – include texts, images, assignments, presentations, scripts, multimedia content, and other interactive elements published online, intended for educational purposes, and used in courses where more than 50% of teaching is delivered through digital content.
* Electronic/digital teaching materials – include e-books, textbooks, exercises, texts, lectures, presentations, etc., stored on a computer, electronic media, or published online, intended for educational purposes.
* Head of the organizational unit – the manager (e.g., Rector, Vice-Rector, Dean, Head of Department, Director) responsible for the development and implementation of online teaching.
* Commercial license – refers to a license that allows reproduction and use of online teaching materials outside the University by individuals who are not authors, for the purpose of generating economic benefit for the license holder.
* Compensation – refers to financial remuneration paid to authors for the development or updating of online teaching materials under contractual conditions.
* Educational license – refers to a license allowing the use of materials by the University for teaching purposes or by the author when teaching outside the scope of their official duties.
* Licensing – denotes the right to use and/or market online teaching materials.
* Online course author – an employee of the University or an associate authorized by the University to develop online teaching materials for University students.
* Work made for hire – a work created within the scope of the employee’s duties or a specially commissioned work, with the written agreement of the parties that it shall be considered a work made for hire.

B. General guidelines for the use of online teaching materials

• Responsibility towards students – materials must be adapted to the needs of students, including students with disabilities.

• Revisions – teaching staff retain the right to revise materials with the University’s approval.

• Use of third-party content – authors must respect third-party copyrights and obtain necessary permissions.

• Conflict of interest – the development of materials must not conflict with official duties.

• Temporary use – materials used during a single semester remain the property of the author.

C. Management

The implementation and supervision of this Ordinance is the responsibility of the Office of the Vice-Rector for Students and Academic Affairs.

1. **INTELLECTUAL CREATION AND DATA**

**Definition of Intellectual Creation Made at the University**

**Article 4**

(1) An intellectual creation made at the University is any intellectual creation developed by the creator in the execution of obligations under an employment contract or in connection with work or during the course of studies at the University or through the use of significant University resources and equipment, including but not limited to intellectual creations developed in:

1. teaching, seminars, exercises, final, graduate, or doctoral work, mentoring, etc.,
2. scientific research for which the University is the holder, co-holder, and/or organizer,
3. scientific research carried out entirely or mostly in University laboratories or similar premises and/or using University equipment, instruments, materials, tools, samples, or technology in whole or in large part,
4. scientific research fully or mostly funded by public resources provided by the Government of the Republic of Croatia, the Ministry of Science, Education and Youth, other ministries of the Republic of Croatia, or funds from the national or EU budget through foundations, agencies, etc., provided that no other requirements are stipulated in signed contracts,
5. scientific research fully or mostly financed through EU programs and funds, international programs, and projects, provided that the organizing, implementation, and financing rules do not state otherwise and the University participates in the research,
6. scientific research organized, conducted, and/or financed in collaboration with domestic or international business entities, provided that the respective rules do not state otherwise and the University is a participant.

(2) Use of offices, computers, libraries, archives, or other non-research facilities like hallways, cafeterias, or courtyards does not constitute significant use of University resources and equipment under paragraph 1.

(3) Intellectual creations under this Article that are contractually or regulatorily required to remain confidential are considered trade secrets.

**Definition of Data Collected at the University**

**Article 5**

(1) Data collected at the University includes data, materials, items, tools, and results of work of any type and form obtained, acquired, or generated as a result of scientific and professional research and/or teaching activities in the execution of employment contracts or in connection with work or during the course of studies at the University or through significant use of University resources and equipment, and which may be subject to commercialization and meet legal criteria for protection under intellectual property rights.

(2) Use of offices, libraries, or computers is not considered significant use of University resources and equipment within the meaning of paragraph 1.

(3) Data under this Article that is contractually or regulatorily required to remain confidential is considered a trade secret.

**Ownership of Intellectual Creations and Data Collected at the University**

**Article 6**

(1) Intellectual creations developed at the University, as defined in Article 4 of this Regulation, and data collected at the University, as defined in Article 5 of this Regulation, belong to the University to the fullest extent permitted by law, regulations, international treaties, and primary and secondary EU law, and are the exclusive property of the University.

(2) Intellectual creations referred to in Article 4 of this Regulation created by students during teaching activities or without the use of significant University resources and equipment (where the use of offices, libraries, or computers is not considered significant use) belong to the student, except in the following cases where the intellectual creations belong to the University:

1. if the student creates an intellectual creation during teaching activities or research related to the scientific research described in Article 4, involving existing intellectual property related to research or using equipment or funding connected to the research,
2. if the intellectual creation includes parts of existing intellectual creations and other forms of the University’s intellectual property,
3. if the intellectual creation is produced through paid engagement with third parties,
4. if the intellectual creation is developed outside of teaching activities but with the use of significant University resources and equipment (excluding offices, libraries, or computers) or with financial support from the University, unless otherwise contractually agreed.

(3) Unless otherwise specified in this Regulation, inventions (whether patentable or not), as well as technical improvements and know-how, fully belong to the University.

(4) Unless otherwise specified in this Regulation, the University holds exclusive ownership rights, including unrestricted spatial, temporal, and substantive rights to exploit intellectual creations and data in any manner and to any extent, with full rights to transfer or assign these rights to third parties without requiring additional consent or compensation to the creator, except for compensation determined under this Regulation.

(5) The creator of an intellectual creation, or the person who collected the data, has the right to compensation under the terms and conditions set out in Article 11 of this Regulation.

(6) A student shall sign an appropriate consent form with the University regarding the ownership of industrial property before participating in any educational or research activity that may result in an intellectual creation that belongs to the University under paragraph 2 of this Article. If the intellectual creation created by the student belongs to the University, the student retains the rights outlined in Article 11 of this Regulation.

(7) If not in conflict with the University's property and ownership rights, the creator retains moral rights to the intellectual creation and data (e.g., the moral right of the inventor to be named as such in the patent application, in the relevant patent documents, and in official registers).

(8) Electronic/digital teaching materials and content developed by employees to support teaching are considered the property of the University (e.g., graphic interfaces, navigation links, video guides, workshops, etc.). These materials may not be distributed to third parties without the written approval of the University. The University holds intellectual property rights to core electronic/digital materials (e.g., shared syllabi, exams) developed for the purposes of teaching courses. In the event that an employee's contract with the University ends, the University may non-exclusively use the electronic/digital materials for academic programs developed by that employee for a maximum period of twelve months from the termination date of the employment contract.

(9) Electronic/digital teaching materials and content developed exclusively by University employees to support the delivery of content for academic programs or courses are considered the property of the University. Examples may include online graphic interfaces such as navigation links, toolbars, dashboards, web banners, online guides and documentation, online videos, workshops, and orientations. Such content may not be distributed to other entities without the written permission of the University.

**Participation of Multiple Persons in the Creation of Intellectual Creations and Data Collection**

**Article 7**

(1) If an employee or student conducts scientific research or similar activity together with other persons, and it is reasonably expected that such activity will result in the creation of an intellectual creation or the collection of data, they are required—preferably before starting such activity, and at the latest after the creation of the intellectual creation or data collection—to formalize their mutual relationships with those persons in written documents, especially regarding each creator’s contribution to the creation of intellectual creations and data collection. The coordination of document signing is carried out by the research leader.

(2) If an employee, together with one or more undergraduate, graduate, or postgraduate students of the University, creates an intellectual creation or collects data during teaching and/or mentoring work or within other forms of cooperation, the employee is required to formalize the mutual relationships with the student(s) in written documents—at the latest after the creation of the intellectual creation or data collection—especially concerning each creator’s contribution to the intellectual creation or data collection.

**Cooperation with Other Legal Entities**

**Article 8**

(1) Every contract concluded by the University with other legal entities must contain provisions regulating the scope and division of industrial property rights and the protection of trade secrets, including the publication of research results.

(2) Industrial property arising from the execution of contracts with other legal entities is distributed in proportion to the contributions defined in the respective contract, considering the following guidelines:

1. Whenever possible, the University shall strive to retain full industrial property rights.
2. When the other contracting party seeks to share industrial property rights with the University, the division should be proportional to each party’s contribution to the creation of the intellectual creation. Contributions are determined by mutual agreement and may be defined in a separate document.
3. When the other contracting party requests a portion or all industrial property rights, the University may agree provided that it receives additional financial compensation, such as through acquiring other forms of usage rights to the created intellectual creations (e.g., during negotiations, the University should ensure it retains the right to use such creations for scientific or educational purposes, while respecting the other party’s rights).
4. Whenever possible, the University will strive to retain the right to publish research results, ensuring that such publication does not jeopardize the protection of intellectual creations.
5. All agreements on the distribution of industrial property with other legal entities must relate to a specific project or research. Industrial property each party contributes to the project must be clearly defined and excluded from the industrial property subject to the agreement. Additionally, intellectual creations made incidentally by University employees that are not part of the project objectives should also be excluded from the agreement. This exclusion also applies after the project or research has ended.
6. In agreements allocating rights to intellectual creations, it must be explicitly stated that all individuals who significantly contributed to the creation of the intellectual creation must be named as inventors in any patent application resulting from research funded by an external partner.
7. All contracts must stipulate that the agreement will be amended if the scope of the project or research changes significantly from the original plan.
8. Electronic/digital materials for academic programs or courses developed by third parties or publishers are protected by copyright and are the property of the third party or publisher. Content generated by the University as part of electronic/digital materials for an academic program/course developed by a third party or publisher remains the intellectual property of the publisher. Examples of electronic/digital materials for academic programs or courses developed by third parties or publishers include:

* electronic books (e-books),
* course modules or e-packages developed by a publisher and protected by copyright, which can often be directly uploaded into a learning management system (LMS),
* supplementary exercises or media content provided with the purchase of a textbook, such as video clips, homework assignments using computer interfaces like Excel, PowerPoint slides, quizzes, tests, and companion websites.

**III. HANDLING OF INTELLECTUAL CREATIONS**

**Disclosure and Reporting Procedure for Intellectual Creations**

**Article 9**

(1) The creator is obliged, without delay, to report to the University the existence of an intellectual creation as defined in Article 4 of this Regulation and/or data as defined in Article 5 of this Regulation by using the form "Research Results with Innovation Potential Disclosure" attached to and forming an integral part of this Regulation:

1. which likely have commercial potential,
2. for which there is third-party interest,
3. which are suitable for presentation at fairs, exhibitions, and similar events where innovations, inventions, patents, designs, copyrighted works, and other intellectual creations are showcased,
4. which the creator intends to use commercially or offer to others for commercialization or use.

(2) Intellectual creations and/or data, including those reported by the creator under paragraph 1 of this Article, must be treated as trade secrets by both the creators and the University. The initiation and implementation of the procedure for registering and protecting intellectual creations or data as patents, trademarks, industrial designs, or other applicable intellectual property rights shall not be considered a breach of trade secrecy.

(3) The University and the creator may disclose the intellectual creation and/or data to an independent third-party expert, solely under the obligation of maintaining trade secrecy, and only to the extent necessary to determine patentability or registrability, technical feasibility, and/or commercial viability of the intellectual creation and/or data. In each specific case, the University and the creator must mutually agree in advance on the disclosure of the intellectual creation and/or data to third parties.

**University Procedure and Rights and Obligations of the Creator**

**Article 10**

(1) The University is obliged, within 60 days from the date of receipt of the disclosure as per Article 9 of this Regulation (with the possibility of an additional 30 days in the case of a complex intellectual creation), to issue a Decision regarding further handling of the intellectual creation and data, and to immediately inform the creator upon issuance of such a Decision. If the University decides to independently carry out legal protection or commercialization procedures, it must initiate the procedure within 6 months from the date the Decision was made.

(2)The decision on further handling of the intellectual creation and/or data on behalf of the University is made by the Rector. The Rector may delegate this decision-making authority to the heads of University constituents. During the preparation of the decision, the Rector or the constituent head may seek advisory opinions from other University staff, bodies, or external experts. All individuals involved in the decision-making process are required to treat the intellectual creation and/or data as a trade secret, which will be ensured by signing a confidentiality agreement.

(3) The Rector’s or constituent head’s decision must be in written and reasoned form and must be included in a unified database regardless of its content.

(4) The unified database mentioned in paragraph 3 of this Article contains data on individual intellectual creations and shows the legal status of each intellectual creation to enable monitoring of the legal protection and commercialization process. The Rector, constituent heads authorized by the Rector, and the creators of the intellectual creations who have reported them under Article 9(1) have access to the database.

(5) The University may decide to independently initiate protection of the intellectual creation as well as assess its technical feasibility and commercial viability. Based on these results, the University may then decide to commercialize the intellectual creation independently. In such a case, all protection and commercialization costs are borne solely by the University.

(6) If the University does not issue a decision within the timeframe specified in paragraph 1, or decides not to pursue protection or commercialization, or fails to initiate such procedures within the specified timeframe, all intellectual property rights regarding the disclosed intellectual creation automatically revert to the employee, student, or collaborator, without the need for further procedures, decisions, or agreements, regardless of the type of rights involved.

(7) At any point during the legal protection or commercialization procedure, the University may abandon further protection or commercialization, in which case, upon the date of such a decision, all intellectual property rights are returned to the employee, student, or collaborator, along with all related documentation, free of charge and without any request for reimbursement of prior protection or commercialization costs. The University must provide the creator with all necessary documents to exercise and confirm their rights. The creator may not use University resources for further development and/or commercialization of the intellectual creation and/or data. The obligation to maintain trade secrecy remains valid for the University until the creator releases it in writing or until the intellectual creation and/or data become public due to the creator’s actions.

(8) In any case where intellectual property rights revert to the employee, student, or collaborator, the University retains the non-exclusive right to use the research results and its related intellectual property for non-commercial purposes, further research, teaching, or other academic or educational uses, without compensation.

(9) If a third party is involved, as per Article 7 of this Regulation, the period specified in paragraph 1 starts from the moment ownership relations with the third party concerning the disclosed intellectual creation are contractually regulated.

(10) Teachers who develop online or hybrid courses are responsible for ensuring that all teaching materials and delivery methods comply with copyright laws.

(11) Ownership of electronic/digital materials for academic programs or courses developed during or resulting from grants or contracts with government bodies, agencies, or other entities shall be determined in accordance with the terms of the grant or contract. In the absence of such terms, ownership shall be determined in accordance with this Ordinance.

**Commercialization Costs and Revenue Distribution from Research Commercialization**

**Article 11**

(1) Determination of gross revenue, costs, and net revenue from commercialization is as follows:

1. Gross revenue from commercialization includes any compensation received during the commercialization process before deducting costs. This includes revenue from direct sales and/or licensing of intellectual property rights, as well as revenue from the sale of products and provision of services that embody the intellectual creation being commercialized.
2. Commercialization costs include all expenses incurred during the commercialization process, particularly legal protection procedures, engagement of collaborators, licensing and sale of intellectual property rights, including marketing, negotiations, and legal assistance, as well as the cost of production and distribution of products or provision of services containing the intellectual creation, including staff involved in technology transfer support and administrative costs.
3. Net revenue from commercialization represents the difference between gross revenue and commercialization costs.

(2) If the University shares intellectual property rights with a third party or institution through a research cooperation agreement, the gross revenue, costs, and net revenue from commercialization are divided in accordance with that agreement.

(3) Methods for exploiting intellectual property include, but are not limited to:

1. Licensing of intellectual property rights
2. Establishing a new company (terms depend on the individual case)
3. Provision of University equipment and/or employee expertise for a fee.

(4) If the University generates income through the commercialization of intellectual creations and/or data, the income—after deducting registration and commercialization costs—is divided between the University and the creator as follows:

* 70% to the University
* 30% to the creators of the intellectual creation.

(5) If the intellectual creation is the result of collaboration among multiple individuals, each is entitled to a share proportional to their contribution.

(6) Each party is obligated to pay taxes and other dues from their net revenue in accordance with applicable regulations.

(7) The University is obliged to allocate its share of the net revenue as follows:

* 50% to the University constituent where the intellectual creation originated
* 30% to the University Development Fund
* 20% for University overhead expenses.

**Establishment of Commercial Companies**

**Article 12**

(1) The University may decide that the creator of an intellectual creation, which belongs to them under this Regulation, is authorized—either independently or jointly with third parties (e.g., private investors)—to establish a commercial company to which the intellectual creation intended for commercialization is then licensed or transferred.

(2) The University may hold a share in such a company if, given the specific circumstances, this ensures better exploitation of the commercial potential of the intellectual creation and more efficient management of commercialization.

(3) The University shall define and regulate its relationship with newly established commercial companies, particularly regarding the use of University premises and services, other resources, and intellectual property owned by the University.

(4) The University may independently establish a commercial company for the commercialization of an intellectual creation it owns under this Regulation and hold all shares in such a company.

(5) The University may later transfer a portion of those shares to the creator of the intellectual creation or to third parties if this helps attract financial or other resources necessary for successful commercialization or ensures better use of the intellectual creation’s commercial potential and more effective commercialization management.

(6) The University shall define and regulate its relationship with newly established commercial companies, especially concerning the use of University space, services, other resources, and the intellectual property it owns.

**Special Rights**

**Article 13**

(1) The creator may freely use the intellectual creation and data from Articles 4 and 5 of this Regulation for further research and achieving educational and scientific goals, while respecting the confidentiality obligations from Articles 9 and 10.

(2) If the rights to the intellectual creation and/or data have been acquired by the creator under Article 10, paragraphs 6 and 7, the University may use them for further research and achieving educational and scientific goals, respecting the confidentiality obligations from Articles 9 and 10 of this Regulation.

**Correspondence**

**Article 14**

(1) All correspondence between the University and the creator regarding the exercise of rights and obligations from Articles 9, 10, 11, and 12 of this Regulation must be conducted in written form.

(2) All correspondence must be protected in accordance with the rules governing the protection of confidential documents. The University shall appoint a responsible person for safeguarding and protecting the specified information.

**Storage and Backup of Electronic/Digital Materials for Academic Programs or Courses**

**Article 15**

(1) The University or an authorized provider reserves the right to create backup copies of electronic/digital materials for academic programs or courses to protect against accidental or other forms of deletion/damage.

(2) All electronic/digital materials for academic programs or courses are stored on servers within the online teaching or course management system, except in cases where the content is approved by an external provider.

(3) The physical presence of teaching content on the University's servers does not automatically grant ownership to the University.

**IV. TRANSITIONAL AND FINAL PROVISIONS**

**Article 16**

This Regulation shall enter into force on the day following its publication on the University's bulletin board and website.

CLASS:

REG. NO.:

Pula, May 13th 2025

Appendix: Form – Disclosure of Research Results with Innovation Potential