1. **Aim**

The aim of these regulations is to preserve the intellectual property rights arising from work done at the University and to enable their commercialization in accordance with the Regulations, to assist University workers and advanced degree students to protect the intellectual property rights in their inventions, always maintaining the aims and the interests of the University.

Regarding regulations that define the entire array of connections between faculty members and commercial entities (including regulation of inventions that were devised, developed and created within the framework of connections with a commercial entity), see also Administrative Regulation 15-011.

2. **Definitions**

2.1 **Invention**

Any idea, discovery, know-how, installation, method, construct or process that is unique or innovative, including a product, algorithm, software, hardware, material, formula, development, plant species, results of research, as well as any development and improvement of an original invention, whether it is patentable or not, and in relation to plant species, whether or not it can be registered as a plant breeders’ right.

2.2 **Service Invention**

An invention which is one of the following:

2.2.1 An invention of a worker that was invented, discovered or developed, alone or with others, due to and during his service at the University, including during a sabbatical leave or unpaid leave, whether the invention was discovered, invented or developed within University premises or elsewhere. It is presumed that an invention that was reported (or that the researcher was obliged to report under these Regulations) that was discovered, invented or developed within 12 months from the time of termination of service of the worker at the University falls within the period of service, unless the worker proved that the invention was discovered or invented only after the termination of such worker’s service.

2.2.2 The invention of an inventor (who is not a worker, including a student insofar as he is not employed by the University) that was invented,
discovered or developed, alone or with others, in the course of and following research conducted in the framework of the University.

2.2.3 An invention shall be deemed to be an invention that was developed as a result of service or as a result of research conducted at the University if: (1) it was invented, discovered or developed through use of the resources of the University or Yissum; or (2) the invention has a substantial connection to the field of research of the inventor at the University or to the supervision of students at the University.

2.3 Released Invention
A service invention that
2.3.1 In relation to which, Yissum decided not to register a patent, or to protect it or to make use of it in any other way; or
2.3.2 A service invention in relation to which Yissum took action for the purpose of protecting it or commercializing it (including the registration of a patent), but decided to cease or to abandon these actions for any reason whatsoever.

2.4 Exempt Invention
An invention that was invented during the period of employment and is not a service invention. It is presumed that an invention that was reported (or that the researcher was obliged to report under these Regulations) that was discovered, invented or developed in the course of 12 months from the time of termination of service of the worker at the University falls within the period of service, unless the worker proved that the invention was discovered or invented only after the termination of his service.

2.5 Inventor
A Worker, a group of Workers, and any person engaged in research and/or in research in collaboration with Workers, who are employed by the University and who use University Resources, as well as students, scholarship holders, trainees, researchers from other institutions who are engaged in research at the University, University pensioners, academic guests and other guests – any of these who has taken part in the crystallization of the idea for the invention.

2.6 Relevant Documents
In relation to the invention, all documentation relating to the invention, as well as explanations or descriptions of the invention, including drawings, plans, diagrams, sketches, calculations, samples and physical examples, as well as any other relevant details, including preliminary documentation of the invention and details with respect to third parties whom the inventor believes to have any rights in the Invention.
2.7 University Resources
Any of the following: personnel of the University or of Yissum, University facilities, its laboratories, its equipment, Yissum’s equipment, scholarships of or on behalf of the University, funds of or administered by the University or Yissum, patents owned by Yissum that have been infringed, participation in research conducted at the University, conduct of research under the academic supervision of a Worker or under the academic supervision of a person with an academic appointment at the University or with the assistance of a Student, conduct of research funded by a research grant or other grants, conduct by a person with an academic appointment as aforesaid of research funded by any third party in the framework of an agreement between that third party and the University or Yissum, or other material assistance given by the University or Yissum.

2.8 Worker
Any person employed by the University, on a permanent or a temporary basis, including a person who is on sabbatical leave/training leave/unpaid leave and/or temporary absence for other reasons.

2.9 Student
A person who is studying at the University for a master's ("second") degree or higher, including a person engaged in post-doctoral training.

3. Ownership of an Invention

3.1 The ownership of any Service Invention and of any intellectual property that vests in relation thereto, including the Relevant Documents, is that of Yissum, subject to the right of the Inventor to receive part of the income to be received on account of the Service Invention, as specified below.

3.2 The ownership of an Exempt Invention and of any intellectual property related thereto, including all the Relevant Documents, is that of the Inventor.

3.3 The ownership of a Released Invention, from the time that it was released, and subject to the rights of Yissum to receive part of the income generated by the Released Invention, is that of the Inventor.

4. Yissum

4.1 Yissum is an independent corporation owned by the University. As per the agreement between Yissum and the University, the corporation is authorized to carry out the following functions, without detracting from the rights of the University:
4.1.1 To act as the attorney for the University for dealing with Inventions, the registration of patents and their exploitation.

4.1.2 To represent the University in all that concerns the commercial and industrial use of the results of research conducted within the University.

4.1.3 To initiate contacts between University workers and industrial or commercial entities for the purpose of supporting research conducted at the University and the commercialization of such research.

4.1.4 To initiate action for economic cooperation with entrepreneurs.

4.1.5 To determine whether an Invention is a Service Invention, a Released Invention or an Exempt Invention.

4.1.6 To take all steps necessary to protect Inventions, including legal steps.

4.1.7 To lay down guidelines for agreements dealing with the commercial and industrial use of the Inventions, to conduct negotiations and to enter into agreements.

4.1.8 To conduct and coordinate the provision of services on a commercial basis and to create and make use for commercial and industrial purposes of Inventions that have been developed, invented or discovered within, for, or in cooperation with, the University.

4.1.9 To enforce rules and procedures for protecting the intellectual property engendered by the University and for its commercialization, as determined from time to time by the University authorities.

5. **Notice of an Invention**

5.1 An Inventor must notify Yissum of any Service Invention or Exempt Invention. Furthermore, if the Inventor is a Worker or a former Worker, he must inform the University of an Invention that was invented, discovered or developed in the course of 12 months from the time that he ceased working at the University. The notice will be sent in writing without delay (by means of the form for Notice of a Service Invention, that may be downloaded from the Yissum website, or Form no. 266 – Notice of an Exempt Invention), close to the time of its invention.

5.2 In the event that the Inventor believes that the Invention is not a Service Invention or that ownership of such Invention is that of a third party and not of the Inventor himself or of Yissum (provided that the Inventor’s obligation to such third party does not constitute a violation of the rules relating to additional work outside the University or to other administrative regulations) and that its disclosure to Yissum is prohibited due to an obligation to such third party, the Inventor will notify Yissum that he created an Invention, but without revealing its content; he will specify the reasons why he believes that ownership of the Invention is that of such third party, rather than of Yissum; and will act to obtain the consent of such third party to disclose the Invention to Yissum with an assurance of confidentiality. If disclosure of the Invention to Yissum as aforesaid
is not possible, the Inventor will be obliged to furnish Yissum with the details of the Invention immediately after it has been published, whether by the publication of an application for a patent in relation thereto or by other means. This exception will not apply if the belief that ownership belongs to a third party derives from an act that constitutes a breach of the rules of additional work outside the University or to other administrative regulations, and in such case the Inventor will be obliged to give the full notice as specified in section 5.1 above.

5.3 An Inventor who is a researcher from another institution engaged in research at the University, as well as academic guests, are only obliged to notify Yissum of a Service Invention (by means of the form for Notice of a Service Invention, which can be downloaded from the Yissum website). Yissum will take steps immediately upon receiving such notice of the Invention to notify the institution to which the researcher or academic guest belongs to determine how to share ownership in and benefit from the Service Invention.

5.4 The Inventor of any Invention who is required to provide the notice as set forth in section 5.1 (whether in his opinion it is a Service Invention, or an Exempt Invention) must submit in writing, without delay, all the Relevant Documents that are required for the purpose of determining the nature of the Invention.

5.5 When the Service Invention is a collaborative endeavor, notice of the Invention must specify the names of the Inventors and a proposal for dividing the rights amongst them: this notice is to be signed by the Inventor who submits the request. The request will contain the details of the Inventors who are involved in the Invention. Absence of agreement about the share of each Inventor is not cause for delaying notification as aforesaid.

In the event of disagreement as to the share of each Inventor in the Service Invention, including in the case of a claim to rights in the Invention on the part of another person, the parties will meet in order to agree on an arrangement, and each party will submit a written report to Yissum regarding its position. Yissum will decide on the disagreements as aforesaid, and to the extent that any of the parties has reservations about the decision, or in the event that no agreement is reached, the matter will be brought for mediation before the Chief Executive Officer of Yissum. If the mediation does not produce agreement within 60 days, an independent professional arbitrator will be appointed, with the agreement of the parties, to decide on the matter. Should the parties fail to agree on the identity of the arbitrator, the arbitrator will be appointed by the Chief Executive Officer of Yissum. The decision of the arbitrator will be final.

5.6 Notice of an Exempt Invention (Form 266) will be submitted bearing the signature of the Inventor and the Dean, the Department Head or the Institute responsible for the Inventor, or other direct superior of the Inventor at the University.
Confidentiality

6.1 The Inventor or any other person on his behalf shall not disclose nor publish details in writing or orally in connection with an Invention (except for an invention in relation to which Yissum has declared that it is a Released Invention or an Exempt Invention) without the prior written consent of Yissum; they must take all steps to maintain the confidentiality of the Invention, until the eventuation of one of the following:

6.1.1 An application has been submitted by Yissum to register the Invention. In this case, the Inventor will coordinate the publication with Yissum.

6.1.2 The Inventor was notified in writing by Yissum that Yissum has no rights in the Invention.

6.1.3 Yissum sent written notice that Yissum does have rights in the Invention but it has no objection to publicizing the Invention as requested by the Inventor, since the publication does not affect the possibility of receiving a patent for the Invention or for its use in any other way.

6.1.4 In the event that Yissum informs the Inventor in writing that it does not intend to submit an application for a patent on the Invention, to protect it or to make use of it in any other way.

6.2 Yissum is permitted to disclose details of an Invention for which it does not intend to register a patent, or protect or make use of in any other way, while preserving the rights of Yissum, the University and the Inventors.

6.3 For the avoidance of doubt, nothing in these Regulations shall detract from the academic freedom of a Worker to publish details of the Invention in an academic publication, not for commercial purposes. Yissum is authorized to notify the Worker that a delay in publication is required until submission of the application for a patent or of a design registration, and in the event of a disagreement between the Worker and Yissum concerning the date of academic publication, the matter will be submitted for the joint decision of the Rector and the Director General of the University.

7. Yissum’s Notice to the Inventor

7.1 In the event that Yissum receives notice of a Service Invention, it will notify the Inventor not later than 45 days after receipt of the notice as follows:

7.1.1 Whether it intends to submit an application for a patent, or to protect it or to commercialize it in another way.

7.1.2 Whether it intends to make use of the Invention without registering a patent, when the Invention is not patentable or for any other reason.
7.2 Where Yissum has notified the Inventor, in relation to a Service Invention, that it does not intend to submit an application for a patent, to otherwise protect it or to make use of it in any other way, the Inventor shall be permitted to apply for a patent on his Invention in Israel or abroad, or to exploit the Invention in any other way, at his own expense and without Yissum bearing any liability in relation thereto. Such an application will not affect the rights of the University and Yissum to receive a share of the profits from the Invention, as stated in section 10.2 below.

7.3 Where Yissum has received notice of an Exempt Invention (Form 266), it will notify the Inventor not later than 30 days after receipt of such notice as follows:

7.3.1 If it has no objection to regarding the Invention as an Exempt Invention, in light of the data that it was given by the Inventor, it will notify the Inventor accordingly. Even after sending such a notice, Yissum may decide that the Invention is not exempt, in light of circumstances or facts that are presented to it and/or of which it becomes aware after the date for sending its notice as aforesaid.

7.3.2 Yissum may ask for additional details relating to the Invention and it may ask to defer the date for providing notice by an additional 30 days after receipt of the additional details as aforesaid, provided that it notifies the Inventor of such.

7.3.3 If, in light of the details provided to Yissum by the Inventor, Yissum believes that the Invention is a Service Invention, it will notify the Inventor accordingly. The notice will include the details as stated in section 7.1.

7.3.4 In circumstances in which the details of the Invention have not been provided to Yissum in accordance with the provisions of section 5.2 above, the 30 day period for notifying the position of Yissum will begin from the date on which the Inventor informed Yissum of the details of the Invention as aforesaid.

7.4 In the event that the Inventor has reservations concerning Yissum’s notice, the Inventor will contact Yissum to arrange for an additional discussion within 30 days. Yissum will cooperate with the Inventor in order to find a solution within a period of time that does not exceed three months from the time of contacting Yissum as stated, facilitated by a mediation process, and in the absence of agreement, with the consent of the parties, an independent, professional arbitrator will be appointed to deal with the matter. Should the parties fail to agree on the identity of the arbitrator, an arbitrator will be appointed by the University Vice President for Research and Development. The Inventor will refrain from entering into any binding commitments with an external party in relation to the Invention until the process has been completed.
8. **Submitting an Application for a Patent, Protection of Inventions or Commercialization of Inventions in Other Ways**

8.1 **Service Inventions**

8.1.1 All the rights in Service Inventions belong to Yissum.

8.1.2 Should Yissum decide to submit an application for a patent, to protect the Invention or to make use of it in any other way, the Inventor must notify Yissum of all matters connected with the Invention, and to do all that is required for the purpose of protecting the Invention.

8.1.3 The Inventor is not permitted to make any undertaking vis-à-vis another person or body with respect to the examination, experimenting or use of a Service Invention without the advance written approval of Yissum. Yissum will take all steps required for the registration of the patent and the use thereof, or for the protection of the Invention and its use in any other way, and it shall bear the costs connected thereto.

8.1.4 Should Yissum deem it necessary to submit an application for a patent or to take action to protect in another way the Invention in relation to which notice was sent (prior to a decision as to whether the Invention is a Service Invention), it may do so. This will not detract from the rights of the Inventor, should it emerge subsequently that the Invention does not constitute a Service Invention.

8.1.5 Yissum may at any stage terminate its handling of the registration of a patent and of the maintenance and commercial use of the Invention in any other way that it has adopted. In that event, Yissum will notify the Inventor in writing of its decision. The Inventor will be permitted to exploit the Invention in any other way, and the University and Yissum will be authorized to receive their shares in accordance with section 10.2.

8.1.6 An application for a patent and/or to make use of an Invention overseas: where Yissum has applied for a patent or has made other use of an Invention in which the University has rights in certain countries, the Inventor may ask Yissum for permission to register a patent, to protect the Invention or to make other use of it in other countries. Yissum will consider the request, and if in its opinion it has no interest in registering a patent, in protecting the Invention or making use of it in another way in other countries, it will so notify the Inventor in writing; the Inventor may apply for a patent on the Invention in writing, the Inventor may apply for a patent on the Invention, to protect it or to make use of it in another way in those countries, at his own expense and with Yissum bearing no liability therefor; doing so will not affect the rights of the University and Yissum to demand and receive their share of the profits from those countries in which the Inventor has filed patent applications as provided below in accordance with section 10.2.

8.1.7 The Inventor will cooperate with Yissum for the purpose of protecting the Invention in every way as determined by Yissum.
9. **Service Invention from External Research Grants**

Any Service Invention that is the result of research conducted at the University which is funded by an external body (including sponsored research or grants) will be owned by Yissum. For this purpose, every Inventor, when providing notice of his Invention as aforesaid in section 5, must also provide all the details of the funder of the research (in accordance with the requirements appearing on the form, Notice of a Service Invention, that may be downloaded from the Yissum website, or Form 266, Notice of an Exempt Invention), including details of the funding body and the intellectual property agreements made with that body; Yissum will report on the Invention to the body funding the research, all subject to the provisions of the agreement with the funder. Yissum will act in accordance with the undertakings vis-à-vis the funding body, and subject thereto, all the other provisions will apply to the Invention.

10. **Division of the Income from Service Inventions**

10.1 From the income from commercial use of a Service Invention, Yissum will deduct the amounts that it invested or expended in all actions connected with the commercialization of this Service Invention. Subsequently, all remaining income received by Yissum, including without limitation, royalties, dividends, income from the realization or sale of its holdings or options in a company that acquired or received the right to make use of the Service Invention, as follows:

10.1.1 **40% to the Inventor or to his heirs.** Where there are several Inventors, the income will be divided in accordance with their share in the Invention as agreed between them; in the absence of agreement, the matter will be decided according to the provisions of section 5.5.

10.1.2 **20% will be devoted to scientific research in which the Inventor is engaged or interested in the framework of the school or department in which he is employed at the University, including a pensioner who continues to engage in his scientific work at the University.** If the Inventor has ceased his scientific work at the University, this income will be devoted to research in the school or department in which he was employed at the University; in this event, the University administration may designate these funds for another purpose, at its discretion.

10.1.3 **40% to the University and to Yissum.** The manner of distribution between these parties will be decided between the University and Yissum.

10.2 **Division of Income from Released Inventions**

In cases in which Yissum has decided that an Invention is a Released Invention, the income received by the Inventor in connection with that Invention will be distributed as follows:
10.2.1 Insofar as Yissum incurred expenses for the protection, registration or commercialization of the Released Invention, Yissum will be reimbursed for these expenses from monies received for the Invention. Insofar as the Inventor incurred expenses for the protection, registration or commercialization of the Released Invention after it was released by Yissum, these expenses will be deducted from monies received for the Invention.

10.2.2 80% or the remaining income will go to the Inventor and his heirs.

10.2.3 20% of the remaining income will go to the University and Yissum.

10.3 An Invention that is not a Service Invention (Exempt Invention)

In relation to an Invention that is not a Service Invention, but where Yissum has assisted the Inventor in commercializing his Invention, the terms of division of the income and expenditures shall be determined in an agreement signed in advance between the Inventor and Yissum.

11. Academic Freedom

The academic freedom of the University, its workers and its researchers to conduct research and to teach shall not be affected as a result of the protection, use or commercialization of Released or Exempt Inventions, as stated in these Regulations, subject to obligations of confidentiality of the University or Yissum, insofar as the University or Yissum took upon themselves such obligations.

12. Academic Guests

12.1 Upon arrival of an academic or other guest to the University for the purpose of teaching, studies or research, he will sign Form 267 – Declaration and Undertaking of an Academic Guest – which includes, *inter alia*, the main points of this Directive.

12.2 Upon a University Employee or Student arriving at another academic institution for the purpose of studies, teaching or research, such employee or student will sign Form 268 – Declaration of an Academic Faculty Member/Worker/Student Attending Another Institution – which includes, *inter alia*, details of his obligations with respect to intellectual property.

13. Enforcement

The University is responsible for bringing these Regulations to the notice of its workers, researchers, students and guests in its various publications and in the forms that are available in the various secretariats; in the event of a violation of the Regulations, disciplinary measures will be taken.
Subject to the aforesaid, Yissum is responsible for the enforcement and implementation of these Regulations.

14. **Force of Regulations**

14.1 These Administrative Regulations will enter into force on the date of their publication.

14.2 Without detracting from the decisions of Yissum that were taken prior to the entry into force of these Administrative Regulations, these provisions will replace the earlier version of the Regulations from 9.10.2002; however, the previous Regulations will continue to apply to any invention about which the competent body was notified prior to the date of publication of these Regulations.