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INTELLECTUAL AND INDUSTRIAL PROPERTY AND CONFIDENTIALITY GUIDELINES FOR INTERNSHIPS AND THESES FOR UNIVERSITY DEGREES DEVELOPED IN COLLABORATION WITH COMPANIES

DEFINITIONS

- **Intellectual property** is governed by the Italian law on copyright (l. 633/1941, as amended) and includes, in particular: literary, artistic and musical works, software programs and databases.
- **Industrial property** is governed by the University of Padua's Patent Regulations and D.lgs. (Legislative Decree) 30/2005 (as amended), and specifically deals with: patents, utility models, trademarks, designs and models.
- **Economic rights** represent the rights to exploit the invention (industrial property) or the work (intellectual property) economically, e.g. the right to produce, to sell, to license or to publish the results generated during the internship. These rights may be assigned to a third party.
- **Moral rights** concern the creator of the invention or the work, i.e. the right to be recognised as the inventor or the author. This right is perpetual and may not be assigned to a third party.
- **Internship**: is a period of orientation and training carried out at a company (or institution). It does not constitute an employment relationship.
- **Embargo**: period during which a thesis or other research product is kept confidential (cfr. Regulations for Open Access to the scientific production of the University of Padua).

OWNERSHIP OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

According to the [Patent Regulations](#) of the University of Padua, the economic rights to intellectual and industrial property generated by the interns during the internship period and in carrying out their activities as part of the training and orientation project belong to the intern, if the internship takes place entirely within a company, without the use of any equipment, facilities or financial means which belong to or are provided by the University.

It is, however, common for companies to ask for the property rights to be transferred to them in order for them to be able to exploit the results, as the internship typically involves using the means, space and equipment, as well as know-how and data, made available by the host company/organisation itself. The intern is free to assign these rights to the company.

Assigning rights can be done either free of charge or against some form of compensation, i.e. a fee/bonus. It is up to the intern to define these aspects with the company; in either case, nothing is due to the University.

Assigning rights must, however, respect certain conditions: specifically, the rights assigned must be explicitly limited to the results generated exclusively in carrying out the activities as part of the internship, using the means, space and equipment made available by the host company/organisation.

It is important to note that if any results are generated within the framework of the internship with the **decisive and effective contribution¹ of University staff**, it may be necessary to **recognise co-ownership** and, therefore, any **rights transfer agreement will also have to involve the University**. This could be the case for a thesis that originates from an internship but is then developed further with a supervisor's contribution.

Assigning economic rights to the results generated during the internship does not prevent the assigning party from retaining the moral right to be recognised as an (or the) author or inventor. Assigning rights does,

¹ A decisive and effective contribution is one without which the result would not have been achieved

however, prevent the assigning party from being able to exploit the work or the invention economically: only the company may, therefore, economically/commercially exploit the work/invention covered by the assigned economic rights.

CONFIDENTIALITY

Very often, host companies/organisations ask interns to sign a confidentiality agreement (often called a Non-Disclosure Agreement - NDA). This is done to ensure that the interns keep all the information they acquire during the internship strictly confidential, also for a period after the internship ends.

It is, therefore, important that interns do not disclose or communicate to any third party, any information of which they might become aware during their internship (whether it be scientific, production-, market- or strategy-related), unless the company gives its explicit consent. There is usually a time limit after which confidentiality obligations are no longer valid (generally 5 years), or until the information enters the public domain as long as this is not as a result of any unlawful conduct.

The University assumes no liability whatsoever for the intern's failure to comply with the confidentiality obligations and, therefore, departments should not sign confidentiality agreements with companies in this regard.

UNIVERSITY DEGREE THESIS

If the results from the internship activities are to be the subject of a thesis for a university degree, the student must be aware of the presence of any confidential information it contains: the disclosure of such information, even during the final discussion of the thesis, might compromise a patent filing or otherwise breach any agreed confidentiality obligations towards the company. Companies may ask to review the text of the thesis in order to verify that it does not contain any specific confidential information, and they may request that certain information be removed.

How these interactions will take place should be disciplined **in a confidentiality agreement (NDA) between the intern and the company**.

If the thesis must contain confidential company information but the company does not authorize its disclosure, it will be necessary to place an embargo request in order to keep the text of the thesis secret and thus to protect the patentable results and/or the information covered by the confidentiality agreement.

During the final discussion, since it is generally held in public, the confidential information must not be disclosed since it will constitute a violation of confidentiality obligations.

For more information on the "thesis embargo", refer to

[Regulations for Open Access to the scientific production of the University of Padua](https://bibliotecadigitale.cab.unipd.it/en/digital-library/about-publishing/open-access)
<https://bibliotecadigitale.cab.unipd.it/en/digital-library/about-publishing/open-access>

For further information: <https://bibliotecadigitale.cab.unipd.it/en/helpline>

The thesis supervisor and the thesis co-examiner may become aware of certain confidential company information that is necessary to draft the thesis. In this case, at the company's request, a confidentiality agreement can be signed between the University (signed by the Director of Vice-director the supervisor's Department) and the company. This agreement must be limited **solely to that information of which the supervisor becomes aware in order to assess the student's thesis**. The company must ensure that any confidential information is clearly marked as "CONFIDENTIAL". A standard confidentiality agreement draft is available in the [Third Mission and Research Valorization's Moodle – Innovation technology transfer and business relations division](#).