INTELLECTUAL AND INDUSTRIAL PROPERTY AND CONFIDENTIALITY GUIDELINES FOR TRAINEESHIPS 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 traineeship. 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.

- **A traineeship** is a period of orientation and training carried out at a company (or institution). It does not constitute an employment relationship.

OWNERSHIP OF INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

According to the Patent Regulations, the economic rights to intellectual and industrial property generated by the trainee during the traineeship period and in carrying out their activities as part of the training and orientation project belong to the same trainee, if the traineeship takes place 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 traineeship typically involves using the means, space and equipment, as well as know-how and data, made available by the host company/organisation itself. Nothing prevents the trainee from assigning 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 trainee to define these aspects, together 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 traineeship, 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 traineeship with the decisive and effective contribution 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 a traineeship but is then developed further with a supervisor’s contribution.

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1 A decisive and effective contribution is one without which the result would not have been achieved
Assigning economic rights to the results generated during the traineeship does not prevent the assigning party from retaining the moral right to be recognised as an (or the) author or inventor. Assigning rights does, 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 trainees to sign a confidentiality agreement (often called a Non-Disclosure Agreement - NDA). This is done to ensure trainees keep all the information they learn during the traineeship strictly confidential, and can even include a period after the traineeship ends.

It is, therefore, important that trainees do not disclose or communicate, to any third party, any information of which they might become aware during their traineeship (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 trainee’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 traineeship activities are to be the subject of a thesis for a university degree, the thesis must not contain any confidential information the disclosure of which, even during the discussion of the thesis, might compromise a patent being filed or otherwise breach any agreed confidentiality obligations. Companies may ask to review the text of the thesis in order to verify that it does not contain any confidential information, and they may request that certain information be removed.

This must be covered in the agreement between the trainee and the company.

As a last alternative, an embargo request may be made to keep the text of the thesis secret and thus to protect the patentable results and/or the confidential information covered by the confidentiality agreement, for a minimum period of 1 year and up to a maximum of 3 years. In the event of an embargo, the thesis shall be discussed behind closed doors and all committee members will need to sign a confidentiality agreement.

For more information on a “thesis embargo”, refer to the CAB Student Office/Student Career Office.

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 supervisor’s department) and the company. This agreement must be limited to just 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”.