Knowledge and Technology Transfer Guidelines

— Related keywords: Technology Transfer

This GUIDELINE is an official translation of the DIRECTIVE 0314 « Directives en matière d'accords de transferts de technologies et de compétences » published on February the 27th 2018 in the University of Geneva MEMENTO. In the event of inconsistency or discrepancy between the English and the French version of the Directive, the French version shall prevail.

Summary

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Goal

The purpose of these guidelines is to clarify University of Geneva's policy on technology and knowledge transfer agreements. This term includes economic valorisation agreements that give third parties the opportunity to exploit intangible assets generated within the University, research and service contracts with the private sector, as well as support to start-ups based on valorisation agreements (spin-offs).

Scope: University of Geneva employee

These guidelines are destined to each person bound to the University by an employment contract, namely the members of the teaching staff (teaching and research collaborators as well as professors) and members of the administrative and technical staff.

Non-salaried staff of the University of Geneva

Persons without a work relationship with the University of Geneva (for example, students or researchers sent and remunerated by other research institutions) are not subject to these guidelines. If, however, these persons are involved in research activities carried out by the University of Geneva and for which the latter has made intellectual property commitments towards third parties, it is paramount to clarify beforehand and in writing the status of intangible property rights and their commercial exploitation.

Agencies responsible for implementing these guidelines

Unitec is the service created by the University of Geneva for purposes of interacting with members of the university community in all aspects related to technology and knowledge transfer agreements. Unitec remains the point of contact for researchers for any questions regarding these guidelines. The Rectorate remains the competent authority to commit the University in technology and knowledge transfer agreements.
Definitions

Institutional activities

Means the activities of a member of the teaching staff or the administrative and technical personnel carried out within the scope of their assignment or, failing any, in discharge of their function.

As a rule, the entire activity of a faculty member or full-time administrative and technical staff is institutional activity.

Ancillary activities and external activities are subject to separate directives (ancillary activities).

Intangible assets

Intellectual results generated by research are considered as intangible assets. Legal protection of intangible assets is mainly ensured by copyright (works, software) and industrial property rights (inventions, trademarks, design, etc.). The filing of a patent application is a mean of acquiring an intellectual property right to an invention.

Licence

The licence agreement is the contract by which the owner of a patent or other intellectual property rights authorizes a third party to use some of those rights, while remaining the ownership of such rights. The agreement must primarily define the ambit of such rights (e.g. right of use, right of exploitation, sales territory), determine the scope of the licence, address liability issues and set the amount of royalties. The licence agreement should be adapted to the specific circumstances of the case.

Assignment of intellectual property rights

An assignment agreement is a contract by which the University assigns to a third party (person or organization) its intellectual property rights, for example those covered by a patent.

Option

An option grants an economic partner the opportunity to negotiate a licence or transfer of rights agreement relating to intangible assets. During the lifetime of the option, it is thus possible for the economic partner to evaluate the technology on offer while ensuring that it will not be licenced or assigned to other parties.

Material Transfer Agreement (MTA)

The Material Transfer Agreement is an agreement whereby a party transfers tangible material (mainly but not exclusively biological material, e.g. cultures, cell lines, nucleotides, proteins, bacteria, transgenic animals, pharmaceuticals and other chemical or technological products) to another party. The agreement aims to regulate the use of this material and defines the rights and obligations of the parties, in particular those relating to inventions that might arise from its use.

Collaboration Agreement

The industrial partner and the University of Geneva both have expertise in the same or complementary fields and agree on the financing and the scientific realization of the project.
The parties agree to share the rights in the results of the project, taking into account their respective contributions.

**Service mandate**

The project is carried out exclusively or mainly in the interest of the industrial partner. Competencies or the scientific infrastructures of the University of Geneva are made available and the company seeks a defined service; it reserves its right to dispose of the research results. The industrial partner must bear all the costs (billed according to standard market conditions) generated by the execution of the research. These must be set taking care not to create a situation of unfair competition vis-à-vis private laboratories.

**Innosuisse Contract (Swiss Innovation Agency)**

This type of contract makes it possible to obtain funding from the Swiss Innovation Agency for research and development projects involving higher education institutions and companies. Support amounts to up to 50% of project costs and funds the research institutes involved. The company provides the remaining 50% in the form of direct benefits and a financial contribution. A supplementary contract regulates the terms of collaboration between the various partners.

**European research project**

Projects focus on specific themes and are submitted in response to calls for proposals. A consortium contract regulates the collaboration modalities between the various partners (`euresearch`).

**Spin off**

A spin-off is a burgeoning company (start-up) whose activity is based mainly on the commercial exploitation of valuable results generated by the University of Geneva and for which a valorisation agreement has been signed.

**Valorisation agreements**

**General framework**

Intangible property rights and tangible results generated by a faculty member or administrative and technical staff in the exercise of their institutional activities or by other than a marginal use of academic infrastructure (equipment, finances, human resources), belong to the University. Copyright is the subject of special treatment.

There are different types of valorisation agreements (Option, Licence, Assignment of intellectual property rights, etc., see chapter of definitions)

**Role of the University**

The University has sole authority for valorising the results of research carried out in its midst and that are of economic interest. It encourages the industry to develop innovations derived from its research for the benefit of the public.

Therefore, valorisation agreements are subject to the prior approval and signature of the Vice-rector in charge of Knowledge and Technology Transfer (`signing guidelines`).
Role of Unitec

In collaboration with researchers, Unitec assists in assessing the commercial potential of research results, defines the best valorisation strategy, identifies and contacts potential industrial partners, drafts and negotiates valorisation contracts. It processes applications for approval submitted to the Vice-rector.

Valorisation and publication

Valuation and publication are not mutually exclusive. After a disclosure (see below) and to the extent that this does not conflict with agreements between the University and third parties, creators retain the right to publish their work results that have valorisation potential.

Mandatory disclosure

It is mandatory to disclose without delay any intangible asset that has valorisation potential, to avoid jeopardising its potential valorisation by virtue of a premature publication (invention disclosure).

Patent filing

Upon disclosure of an invention and if, after joint evaluation by the researchers and Unitec, the latter determines that patent protection is desirable, Unitec will file, at its expense and in collaboration with the inventors, a patent covering this invention.

Revenue split

The University shares with the inventors a portion of the financial benefits generated by the commercial exploitation of the intangible assets they have created.

After deduction of the external costs (patent fees etc...), the valorisation benefits are allocated as follows:

For a tranche of up to 50,000 CHF of benefits received by the University:

- 50% to the inventor(s).
- 25% to the entity(s) to which the inventor(s) is(are) related.
- 25% to the University of Geneva.

For the any tranche in excess of 50,000 CHF of benefits received by the University:

- 1/3 to the inventor(s).
- 1/3 to the entity(s) to which the inventor(s) is(are) related.
- 1/3 to the University of Geneva.

Unitec is responsible for collecting and distributing net revenues generated by the commercial exploitation of intellectual property rights by third parties.

Each inventor may request Unitec to credit his/her personal share to the entity to which (s)he belongs. If all inventors choose this possibility, the University share is paid as well to the entity(ies) to which the inventor(s) is(are) attached.

The organization guidelines of the primary research and teaching unit (UPER) or the center or the interfaculty institute designate the entities mentioned above.
Assignment to creators

If the University, through its Unitec service, does not wish to valorise the intangible assets that have been disclosed, it may assign its rights to the creators at their request and to the extent that this does not conflict with agreements made with third parties. The terms of the assignment are determined by common agreement with Unitec and submitted for approval to the Vice-rector in charge of Knowledge and Technology Transfer.

Industrial research contracts

General framework

The policy of the University of Geneva with regards to research contracts aims to promote research collaborations with companies in a spirit of reciprocal partnership taking into account the different missions of each partner.

The research contracts define the research program, budget, rights over the results of the project as well as the other rights and obligations of the parties.

There are several types of research contracts such as collaboration agreements, service mandates, Innosuisse contracts or European project consortium agreements (see definitions chapter).

Overheads, VAT

A compensation for and a participation in the costs of managing and using university infrastructure applies to all industrial research contracts (overheads). It should also be ascertained whether VAT applies to the contract amounts.

Role of the University

Industrial research contracts are subject to the approval and signature of the Vice-rector in charge of Knowledge and Technology Transfer (signing guidelines) via Unitec.

Role of Unitec

Unitec is tasked with drafting and negotiating industrial research contracts in collaboration with the researchers. It processes the applications for approval submitted to the Vice-rector.

Support to spin-offs

General framework

The University of Geneva encourages the creation of companies that wish to develop and / or commercialize the results of research carried out within the University.

In a technology is covered by one or more patents (or patent applications), the most commonly used form of contract is the grant of an exclusive licence for use in the start-up’s field of activity.
Conflict of interest

When members of the faculty or administrative staff of the University of Geneva participate in a start-up, scientific cooperation might lead to conflicts of interest due to the different tasks and objectives of the parties involved.

To detect and manage such conflicts in time, personal commitments ensure transparency of the relationships and a clear distinction between the various activities deployed (-> personal commitments).

Provision of scientific equipment

Access to University equipment may be granted to start-ups (and more generally any business) subject to certain conditions. Together with the researchers, Unitec determines the applicable prerequisites.

Equipment access agreements are considered as a service mandate and are subject to the approval and signature of the Vice-rector in charge of Knowledge and Technology Transfer and of the responsible principal investigator (signing guidelines).

Ancillary activities, holidays

Subject to certain conditions, full-time faculty members of the University are allowed to engage in paid ancillary activities, for example by participating in a start-up as a scientific consultant.

These activities are subject to a separate regulation (ancillary activities).

It is also possible for a faculty member of the University to request a leave of absence, for example to start a start-up (leave).

Role of Unitec

Unitec is available to support start-up project initiator and to study with them the opportunities offered by the University of Geneva to help them realize their project. A list of organizations likely to provide support to project sponsors is also available on the Unitec website (Unitec).