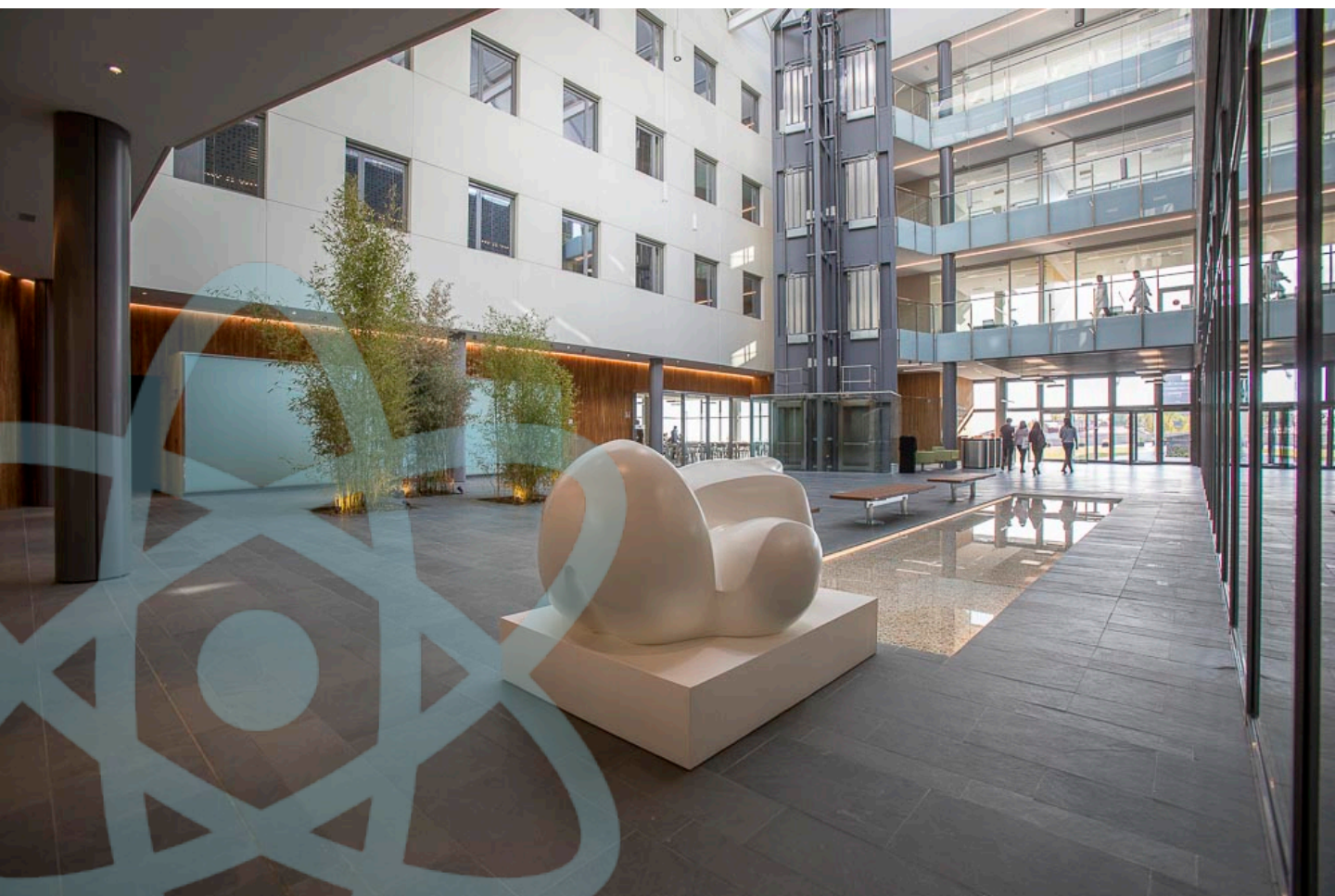
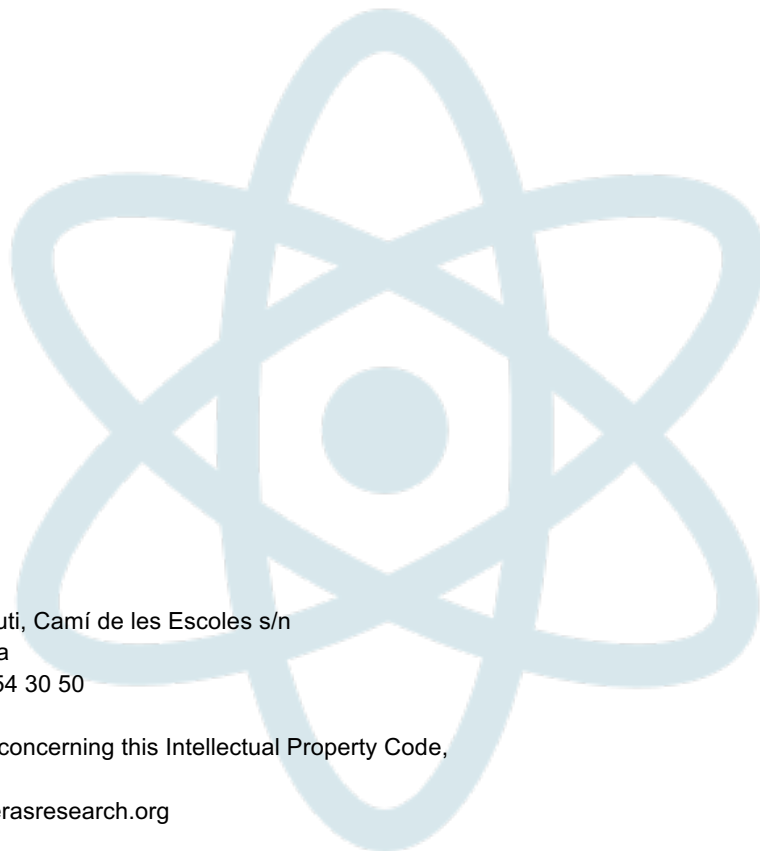


# INTELLECTUAL PROPERTY CODE



Institut de Recerca  
CONTRA LA LEUCÈMIA  
**Josep Carreras**



**Headquarters**

Ctra. de Can Ruti, Camí de les Escoles s/n  
08916 Badalona  
Tel. (+34) 93 554 30 50

For any matter concerning this Intellectual Property Code,  
please contact:  
[agarrido@carrerasresearch.org](mailto:agarrido@carrerasresearch.org)

**Produced by, layout and typesetting, September 2017**

Josep Carreras Leukaemia Research Institute

**Photography**

Photographic archives of the Josep Carreras Leukaemia Foundation  
and the Josep Carreras Leukaemia Research Institute



The IJC's Intellectual Property Code has been drawn up in order to regulate the research results obtained by the IJC's own staff in an appropriate manner, and to establish a framework for conduct that is fair and shared.

This *Code* encapsulate our centre's commitment, applies to everyone who forms part of the IJC, and obliges us to observe its principles.

**Evarist Feliu**  
President of the Delegate  
Committee of the Josep Carreras  
Leukaemia Research Institute

## 0. Contents

<b>1. Starting point</b>	<b>4</b>
1.1 Aims and sphere of application	4
1.2 Definitions	4
1.3 The centre's responsibility	5
1.4 Responsibilities of the staff	5
1.5 Mission, vision and values	5
<b>2. The IJC's own research</b>	<b>7</b>
2.1 Ownership of the IJC's Research Results	7
2.2 Ownership of industrial property rights	7
2.3 Ownership of intellectual property rights	7
2.4 Research Staff's moral rights of authorship	8
2.5 Obligation to mention the IJC	8
2.6 Research Results in collaboration with third parties	8
<b>3. Management and protection of Research Results</b>	<b>9</b>
3.1. Communication and management of the protection of Research Results	9
3.2. Collaboration of the Research Staff	9
3.3. Confidentiality and divulgation of the Research Results	10
3.4. Cession of Industrial and Intellectual Property rights	10
3.5. Waiver in favour of Research Staff	10
<b>4. Exploitation of Research Results</b>	<b>12</b>
4.1 Formulas for the exploitation of Research Results	12
4.2 Distribution of profits from commercial exploitation	12
<b>5. Final provisions</b>	<b>14</b>
5.1 Coming into force	14
5.2 Temporary provision	14

## 1. Starting point

### 1.1. Aims and sphere of application

One of the aims of the research carried out by the IJC is for that research to benefit patients. One of the ways in which this can be done is for the research to reach the market and, therefore, also reach patients. Since the IJC does not engage in either commerce or industry, the results of its research must be transferred to agents who can turn them into specific products and services. A high level of investment is required to carry out the development of an invention, and for this investment to take place there must be a guarantee that the invention cannot be copied by competitors once it is on the market.

The fact of protecting an invention means there may be companies willing to proceed with its development, whereas, if the invention were freely disseminated, it would be a difficult task to find anybody prepared to make the necessary investment to turn it into a specific product.

In this regard, it is necessary to establish a juridical framework to regulate the following issues:

- Ownership of the results deriving from health care activities and research (hereinafter, "the Research") carried out under the auspices of the IJC.
- The procedures to be followed for the protection of the Results of the IJC's Research.
- The economic rights resulting from the exploitation of the aforementioned results.

### 1.2. Definitions

For the purposes of the present regulations the following definitions will be applied:

**Research Staff:** IJC staff who, being in possession of the required qualifications in every case, carry out research activities, understood as a creative work carried out in a systematic way in order to increase the volume of knowledge, including knowledge concerning the human being, culture and society, and its use to create new applications, its transfer and its dissemination.

**Research Results:** all the technology, innovative knowledge or processes generated within the framework of the IJC's health care activities and Research.

**Works:** the Research Results susceptible to Intellectual Property rights protection, such as, but not restricted to, books, publications, conferences, multimedia works, databases and software.

**Inventions:** the research results are susceptible to Intellectual Property rights protection such as, but not restricted to patents, utility models, semiconductor topographies and industrial designs.

**Research material transfer agreement:** to regulate the exchange of chemical products and biological material (including cell lines, vectors, nucleotides, proteins, bacteria, etc.) between two parties for the purposes of research and to establish the rights of both parties (limits of use, rights that may be derived, etc.). When material of this kind is to be sent to a company or a centre for non-commercial purposes, the inventor's rights, those of the IJC, and the necessary protection for them, should be established in each case.

**Confidentiality agreements:** given that the patent system is based on novelty, an article or popular publication about the invention may affect the right to apply for the corresponding patent.

For this reason, if the invention has not been made public, but there is a desire to make it known to a third party (interested companies, other researchers at research centres, etc.), whether the invention has been patented or whether the patent has still not been applied for, a confidentiality agreement must be signed so as not to lose this right (in accordance with the requisite for novelty) and, if the patent has been applied for, so as not to lose the option of abandoning it and presenting another application (modified or not), something that entails a new and later date of priority.

### 1.3. The Centre's responsibility

The Josep Carreras Leukaemia Research Institute's management must ensure that compliance with the Code is understood without prejudice to the strict observance of the IJC's system of governance.

The principles and guidelines set out in the Code apply to the Trustees and all the Institute's staff, regardless of their hierarchical position in the organisation, or their geographical or functional location.

### 1.4. Responsibilities of the staff

All IJC staff must observe the Code during the exercise of all activities, and must promote the Institute's mission, its aims, values and rules of conduct.

### 1.5. Mission, vision and values

#### Mission

It is the mission of the Josep Carreras Leukaemia Research Institute to carry out research into the epidemiological, preventive, clinical, translational and basic aspects of leukaemia and other malignant blood diseases through innovation, in order to find a cure.

#### Vision

The Josep Carreras Leukaemia Research Institute's vision is to be a world-renowned, multi-campus research centre of excellence that contributes towards improved

outcomes and a cure for patients suffering from leukaemia and other malignant blood diseases through innovation, sustainability, social responsibility, talent and professional expertise.

### Values

- Altruism, in accordance with the Foundation's principles.
- Proximity, patient-orientated.
- Staff commitment and correlation.
- Mutual respect.
- Corporate alignment of the 3 campuses and the Foundation
- Participative scientific leadership.
- Continuing cooperation and the forging of alliances with stakeholders.
- The integration of research and health care.
- Continuous improvement and perseverance as a way of working.
- Conceptual, methodological and technological innovation.
- Management dynamics that respect the environment.
- Efficacy and efficiency in the optimisation of resources.
- Transparency, integration with the fabric of society.
- Continuous evaluation and accountability.



## 2. The IJC's own research

### 2.1. Ownership of the IJC's Research Results

Ownership of the Research Results and exploitation rights for research carried out by research staff as a consequence of their research activities, corresponds to the IJC.

### 2.2. Ownership of industrial property rights

Ownership of the Industrial Property rights and exploitation rights for inventions deriving from the Research Results described in the point above, corresponds to the IJC.

### 2.3. Ownership of intellectual property rights

Authorship of Works created as a consequence of their IJC Research activities corresponds to the Research Staff, except in those cases specifically mentioned in these regulations.

The exploitation rights for Works carried out within the framework of the functions mentioned, correspond to the IJC, in the terms of, and with the scope stipulated in, Intellectual Property Law. Without prejudice to the foregoing, the IJC will endeavour to make an agreement with Research Staff for the cession to the IJC of any eventual rights of exploitation of the Works generated during IJC Research activities that may eventually remain in the ownership of the Research Staff.

Ownership of Intellectual Property in specific cases

#### Software

In the event that the Work carried out by any member of the Research Staff during the performance of their research activities at the IJC be software, ownership of the rights of exploitation for that software corresponds to the IJC.

In the case of software developed collectively at the initiative and under the coordination of the IJC, authorship and ownership of the rights of exploitation of said software corresponds to the IJC, should the IJC publish and disseminate it under its name, except in cases where there is an agreement to the contrary.

#### Collective works

In the case of collective works, which are those created collectively at the initiative and under the coordination of the IJC, authorship and ownership of the rights of exploitation of said Work corresponds to the IJC, should the IJC publish and disseminate it under its name, except in cases where there is an agreement to the contrary.

#### Databases

Ownership of the rights of exploitation of databases which, because of the selection or disposition of their contents constitute intellectual creations in accordance with applicable regulations, and which have been developed by Research Staff at IJC, corresponds to the IJC, except when, because of their characteristics the Law on Intellectual Property establishes otherwise.



## 2.4. Research Staff's moral rights of authorship

The IJC will always respect the right of Research Staff to be recognised as the inventor or author of the Inventions or Works they have developed, in accordance with the provisions of current regulations on Intellectual and Industrial Property.

## 2.5. Obligation to mention the IJC

Unless the IJC should indicate otherwise, any invention or Work on which the Research Staff have participated, and which has been carried out as a consequence, either directly or indirectly, of their research activities at the IJC, must mention their association with the IJC. In this regard, there must be an easily visible acknowledgement in all works owned by the IJC as follows: "© Josep Carreras Leukaemia Research Institute, year (...). All rights reserved".

## 2.6. Research Results in collaboration with third parties

- The carrying out of any commission or research project by the Research Staff, regardless of the branch of knowledge in question, shall require the prior signature of the corresponding research collaboration contract.
- The ownership regime for rights over the Research Results obtained within the framework of the implementation of the research contract, as well as the distribution of the corresponding rights of exploitation deriving from it, shall be defined in said contract, without prejudice to this possibly delaying the distribution of the rights of exploitation.
- Whatever the case, the rights that may correspond to the IJC must be respected in virtue of the regulations established herein.
- Research Staff that have a working relationship with hospitals and/or related research centres and that carry out their health care or research activities at the IJC shall be subject to the regime established between the hospitals and/or research centres related with the IJC in the corresponding assignment agreement.
- When research activities, sponsored by private entities, have been carried out by the Research Staff, public interest and transparency shall prevail. In this regard, any necessary agreements shall be made in order to protect the Research Staff's intellectual liberty, avoid disproportionate confidentiality commitments and unjustified restrictions on the publishing of the results obtained.
- When the invention is the property of the IJC, it is the IJC that shall be responsible for all expenses arising from the patent application. If ownership is shared with other institutions, the IJC shall sign agreements on co-ownership detailing the different participation of each institution and the outlay corresponding to each of them.

## 3. Management and protection of Research Results

### 3.1. Communication and management of the protection of Research Results

- A first necessary element in this regard is that the research team indicate that there is an aspect to their research that contains new elements that might lead to products or services that cover market needs, and which it is therefore important to protect.
- In the event of Research Staff developing a Research Result which might be susceptible to protection, this should be communicated immediately upon its appearance to the Scientific Management, either directly or through the research group leader, together with all the information referring to the creation or invention that has been produced, to enable the IJC, should it consider it appropriate, to initiate the corresponding procedures for its legal protection.
- Once the Scientific Management has evaluated the information concerning the Research Result that has been produced, this shall be communicated to a member of the Internal Scientific Committee, who shall make a decision with regard to the appropriateness of protecting and marketing this Research Result, and this decision shall be notified to the IJC Research Staff.
- If it is considered to be viable and of interest to patent the invention, a detailed evaluation shall be made of its patentability. In the event of such an evaluation being favourable, a patent application shall be made, drafted in collaboration with the inventors themselves.  
The IJC usually subcontracts the drafting of such applications to external agents specialised in the subject in question.
- Once the application has been presented, the process begins to find parties that might be interested in the acquisition of this technology. At such a time it would then be possible to divulge the invention without this affecting the possibility of patenting it, and in the majority of cases it might be beneficial to do so, since this might enable the identification of interested companies. The confidentiality and research material transfer agreements would then be signed.
- With regard to Research Results deriving from collaboration projects with other public and/or private bodies, protection would be arranged in accordance with the relevant provisions of the agreements signed by the collaborating entities.

### 3.2. Collaboration of the Research Staff

- The authors or inventors of the Research Result must collaborate with IJC in all the aspects necessary to obtain suitable protection over the intellectual and industrial property rights, and their eventual transfer.
- The obligation to collaborate includes, amongst others, the obligation to sign any public or private documents that may be required by any Spanish or foreign Office with competency in the field of Industrial or Intellectual Property (such as, but not restricted to, Patent and Brand Offices, Intellectual Property Registers, etc.), and that the IJC appear as (or become, as appropriate

according to the case in question) the owner of the Industrial and Intellectual Property rights over the Research Result, and may exercise the rights corresponding to it in virtue of its condition as owner to full legal effects.

### **3.3 Confidentiality and divulgation of Research Results**

- Research Staff, and any other staff who participate in research activities under the auspices of the IJC, must treat the information concerning any research taking place under the auspices of the IJC as confidential, and must employ their best efforts to ensure this confidentiality in order to preserve the IJC's rights, or those of third parties that collaborate in Research activities.
- Having defined the procedure to follow for the protection of the Research Results, the Research Staff shall respect the terms established by the IJC concerning the divulgation of their research, and undertake not to carry out any act of dissemination until the date that has been decided, in order not to prejudice its legal protection.
- In the case of research projects carried out in conjunction with other entities, the IJC shall endeavour to include the IJC's policies concerning the confidentiality of the Research Results obtained in its respective regulatory agreements

### **3.4. Cession of Industrial and Intellectual Property rights**

- The IJC may require its staff participating in research activities to sign, prior to commencing their activities, a contract or similar document establishing the cession of exploitation rights over the Industrial and Intellectual Property rights that might arise as a consequence of their services within the context of the IJC, or which employ the IJC's means, infrastructures or resources.
- An attempt shall be made to agree, in such a document, that this cession is to be implemented without material restrictions or restrictions of time or territory, as specified in Section II herewith.
- Even if no prior document is signed, this shall not, in any case, signify that the IJC renounces the rights corresponding to it as specified in these regulations, and these regulations shall therefore be fully applicable. Consequently, even in the event of no document having been signed, members of staff shall not have ownership of these rights obtained as a consequence of their working or contractual relationship, the regulations established herein being applicable in all cases.

### **3.5. Waiver in favour of Research Staff**

- Should the IJC not be interested in the ownership of a title or international extension of an Industrial Property right, or decide to waive its application or maintenance of the same, the IJC shall inform its inventors of this fact. Should they be interested, the IJC may transfer said rights to them, provided that the applicable regulations so permit.
- Should the IJC have abandoned or renounced its rights in favour of the inventor or inventors, these latter may commercially exploit the Research

Results, provided that the commercial activity is not contrary to the principles of the IJC.

- Should the IJC have signed a contract with a third party affording such party a preferential right to assume ownership of said Research Results, and should the IJC abandon or renounce its rights, the provisions stipulated in the contract shall continue to be observed.
- An express resolution to the effect must be obtained from the Board of Trustees' Delegate Committee before any title to Industrial or Intellectual Property may be renounced or abandoned.
- The IJC reserves the right to participate financially in the exploitation of Research Results transferred to inventors, both in the case of them being exploited by the inventors themselves, and in the case of transfer to third parties. Furthermore, the IJC shall, in any case, reserve the right to use the Research Results for non-commercial ends by means of a license for non-exclusive, untransferable and free use for Research activities and, in such an event, for health care activities by the entities in the purview of the related hospitals and/or research centres.
- In the event of waiver in favour of the Research Staff, the IJC may establish the mechanisms it considers opportune to recoup the expenses caused through the administration, drafting, submission or maintenance of the corresponding title to Industrial Property.



## 4. Exploitation of Research Results

### 4.1. Formulas for the exploitation of Research Results

- The IJC may commercially exploit the Research Results in the ways it considers most appropriate for fulfilling its aims, while ensuring society's greatest possible access to the new knowledge and technologies.
- For a protected invention to reach the market, and for the results that the research activities have generated to thereby be returned to society, the IJC must transfer this technology to third parties capable of carrying out its final development and then marketing the product. The IJC does not engage in the commercial exploitation of the inventions it generates and it is for this reason that the patents must be transferred to companies for them to do so. Consequently, the IJC's interest is in having a portfolio of patents it has either transferred, or which are in the process of being transferred.
- There are different methods of transferring protected technology. In the case of patented inventions the most usual method consists of a license, either exclusive or non-exclusive, for the rights deriving from the patent for the invention, whereby the company which acquires the license has the right to produce, use or sell the object of the patent and the IJC continues to be the owner of the patent and is responsible for payment of the fees and any other contingencies that might arise. Or the rights might be ceded whereby the company that acquires the technology also acquires ownership of the patent or the patent application.
- In any event, for rights to be transferred, the applicable regulations concerning the disposition, alienation and levy of IJC assets shall be observed.

### 4.2. Distribution of profits from commercial exploitation

Profits obtained by the IJC deriving from the commercial exploitation of the Research Results shall be shared as follows:

- 33% researchers responsible for the invention
- 25% Group researcher
- 20% IJC research fund
- 22% IJC innovation fund

Should there be more than one author or inventor, the IJC will pay the amount corresponding to profits to each researcher in accordance with a document written by all the interested parties establishing each inventor's percentage of contribution, or through a court ruling or arbitration determining the participation of each one.

Without prejudice to the foregoing, in the case of profits obtained through the exploitation of patents, the distribution shall be on a pro rata basis between the inventors, in accordance with their quota of participation in the patent and, by default, in equal proportions.

For the purposes of this document, "profits" shall be understood to mean the difference between the following concepts:

- Gross income obtained by the IJC through the exploitation of the Research Results, including payments received from the company exploiting them and income deriving from any eventual waiver on the part of the co-owners of the Research Results;
- Less a sum equivalent to five per cent (5%) of the gross income to be reserved by the IJC in return for its administration activities;
- And less the expenses directly attributable to the protection, evaluation and development of the Research Results and the administrative costs (such as, but not restricted to, expenses for the services of intermediaries, lawyers, patent agents, etc.).

The distribution of profits obtained through the commercial exploitation of Research Results resulting from projects carried out in conjunction with other public and/or private entities, or with external researchers in a personal capacity, shall be determined contractually between the parties involved in the project, and by default, as agreed by the parties, always respecting the contributions made by the different parties in the production and protection of the Research Results.

Whatever the case, the sharing of profits outlined herein must respect any eventual limitations established by the general regulations applicable to the IJC and its staff.



## 5. Final provisions

### 5.1. Coming into force

These regulations shall come into force the day after having been approved by the Board of Trustees of the Josep Carreras Leukaemia Research Institute.

### 5.2. Temporary provision

The rights and obligations described in these regulations shall be applicable from their coming into force for all the Research activities carried out by the IJC, both before and after they came into force, however, the regulations governing the distribution of profits deriving from the exploitation of the Research Results shall apply only to income obtained after the present regulations have come into force.

The IJC shall attempt, in the shortest time possible, to harmonise all the contracts signed as a consequence of its activities, such as those with its staff and current agreements with other public and/or private entities, with the provisions established herein.



Institut de Recerca  
**CONTRA LA LEUCÈMIA**  
**Josep Carreras**