

Policy for management of intellectual property created at KTH

Preamble

The creation of intellectual assets, sharing of ideas and openness represent core values for an academic community. The primary goal is to increase and disseminate knowledge. The creation of intellectual property (IP) is a natural result of work performed within the academic community and The Royal Institute of Technology (KTH) wishes to make sure that such IP legitimately vests in the inventor who has generated it and at the same time strive for continued sharing of knowledge and openness. IP in the context of this policy means intellectual property that is or may be subject to intellectual property rights according to applicable law such as, but not limited to, patent, copyright, trademark and design as well as everything that represents a result of intellectual work such as, but not limited to, inventions, prototypes, models, texts, compilations, calculations, information, materials, data, know-how, methods, drawings etc. The purpose of this policy is to, on the basis of applicable law; establish principles for how KTH should manage IP. Custom at KTH has been taken into account.

1. Ownership and right to use

The basic assumption is that rights to IP created as a result of teaching and research shall vest in the inventor.¹² Inventors can be students as well as employees at KTH. Researchers enjoy an extended right to patentable inventions, due partly to the "Professor's privilege", partly due to the extended interpretation of this privilege in accordance with custom at KTH. Scholars at KTH own the teaching material that they produce. KTH has, however, a right to use teaching material that is produced within the scope of the scholar's employment at KTH. The right to use means a right for KTH to use the teaching material in its core activities and for such teaching purposes that could have been anticipated at the time of creation of such material. The right to use gives KTH the right to use the teaching material for purposes of teaching and to do necessary changes and updates. The right to use also means a right to make copies of the material publicly available as well as to produce new copies, both in printed form and electronically. The right to use also means a right to store the material. KTH:s right to use does not limit the scholar's copyright to the teaching material in any way. This means for example

¹ An individual that has created a literary or artistic work is the inventor of such work and owns the intellectual property rights to it (1960:729 Act on Copyright in Literary and Artistic Works).

² In accordance with the "Professor's privilege", (1949:345 Act on the Right to Employee's Inventions) and applicable custom relating to this established at Swedish universities.

that the scholar is free to use the material for producing textbooks, articles or other scientific works as well as to use it for teaching purposes on behalf of other clients. For further details, see KTH guidelines UF-2011/0201 dnr V-2010-0716.

2. Principles regarding contract research and collaborative research³

According to the Professor´s privilege, the ownership of research results vests in the researcher⁴ that generated it. Exceptions may, however, on a case-by-case basis be necessary in the context of contract research, if the researcher consents to this. Both in contract research and collaborative research, a right to use IP according to provisions in a contract can be granted to other stakeholders. This right to use the IP has impact on both the researcher's and KTH:s freedom to operate. Participating researchers should be informed of such terms, if any, by the principal investigator, before the relevant project starts.

2.1 Terms for entering into contract research and collaborative research agreements

2.1.1. KTH and its researchers shall always have the right to pursue further research on results generated at KTH.

2.1.2. KTH and its researchers shall always be able to publish own research results.

2.1.3. Publication of own research results may be postponed for a maximum of three months alternatively six months in the context of a patent application process.

2.1.4. The inventor owns the research results that are generated by him or her. Exception can be made in the context of contract research that is 100 % financed by a third party. If a third party initiates a patent application process of KTH research results, reasonable compensation shall always be awarded the KTH inventor/s.

2.1.5. Licenses to research results owned by a KTH inventor can be granted on fair and reasonable terms.

2.1.6. Assignment of research results owned by an inventor at KTH can take place upon the negotiation of a separate agreement and on commercial terms.

³ In this policy, "Contract research" means problem-oriented research that requires scientific solutions to problems defined by industry, governmental bodies or organizations. Contract research is fully financed by the constituent according to the SUHF model on full covering of costs. "Collaborative research" means in this policy research conducted in collaboration between academy, institutes and industry, where all parties actively contribute. Collaborative research can be financed in-kind by industry whereas the research performed by the academy partly can be financed by a governmental sponsor agency, the EU etc.

⁴ In this policy "researcher" means researchers and PhD students.

2.2. Agreement between KTH and a specific researcher

The principal investigator is responsible for having each individual researcher sign a researcher agreement before starting work on a KTH project. The researcher agreement aims at giving KTH the right to sign contracts that give collaborative project partners access rights to research results.

2.3. KTH Holding

Contracts regulating research centers at KTH sometimes require supplementary agreements between KTH Holding and participating researchers concerning rights to results. Commercialization of such research results requires an invention disclosure to KTH Holding as well as an established process for managing the IP. The management of IP through KTH Holding shall take into account the principles established in this policy as well as related contracts that contain rights and obligations concerning the relevant research result.

2.4. Project work by students

Project work by students may require specific regulation concerning ownership and confidentiality towards a third party. The project work shall be performed in accordance with applicable KTH guidelines and the students shall be informed of existing contractual provisions that affect the performance of the project work.

3. Contribution to scholarly work

All contributors to scholarly works, regardless of the nature of that work, shall receive appropriate recognition for their contributions. Recognition can be made through acknowledgement of inventorship of the work or through reference and/or citation.

3.1. KTH:s right to recognition

KTH encourages its students and employees to, when a research result is published or presented, give KTH appropriate recognition for its capacity as nurturer, facilitator and/or supporter of scholarly works in teaching and research activities.

3.2. Authorship

One of the key responsibilities of researchers is the obligation to ensure that their work is published or otherwise publicly disseminated. All those who have significantly contributed to the work share this responsibility. Authors of a publication comprise all, and only those individuals, who have made a significant intellectual or scholarly contribution to the work reported. All contributors that have made a significant contribution to a publication shall be named as authors. PhD students are the primary authors to their dissertations and in principle also the main authors to publications based on their dissertations. Students are the primary authors to their theses. Sponsoring of research, other non-intellectual contribution or a specific academic position does not in itself constitute a right to be named as author to a publication.

4. Patenting and publication

Researchers that intend to apply for a patent of IP are encouraged to consider postponing publication or other forms of public dissemination of the same IP until such patent application has been filed.

5. Sharing of proceeds

In the event of commercial exploitation of a scholarly work, all intellectual contributors to that work should be entitled to share in the proceeds in proportion to their contributions, unless the entitlement to share has been willingly waived through informed consent, or if other arrangements have been made by the relevant contributors.

6. Disclosure

KTH employees who have generated IP and who intend to commercially exploit such IP, should inform KTH of such commercial intentions.

7. Third party rights

KTH employees are to respect third party rights, i.e. not infringe upon other parties intellectual property rights.

8. Research data

Research data is a specific form of research results that can also constitute IP, and therefore subject to the terms of ownership according to this policy. As a principle, research data that is generated or otherwise forms the basis of research results, shall be open and freely accessible for use in academic activities. Researchers at KTH have a responsibility to protect and to preserve research data according to applicable standards for the relevant research area, as well as to make data, upon which their research results is based, accessible to other KTH scholars. Participant researchers in a research project which involves the collection or measurement of data should have equal access to such data for the purpose of scholarship and teaching. Exception to this principle is allowed only when the research is subject to provisions in related contracts, or to KTH policy constraints. In the case of contractual limitations regarding the access and management of research data, all parties must be made aware of these. KTH recognizes, to the extent it is legally possible, a time period for further development, verification, filing of patent etc. regarding research data before it is considered open and publicly available according to the above.

Conflict- and dispute resolution

Conflicts regarding ownership and rights to scholarly work as well as interpretation of the terms in this policy shall primarily be resolved through mediation or other informal process. Disputes related to these issues shall primarily be handled by the legal department.

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