

Revised on September 17, 2012.

## Chapter 1 General Provisions

**Article 1 【Purpose】** The purpose of these Regulations is to encourage the creation of intellectual property by Seoul National University's faculty/staff, etc., and to protect and utilize such intellectual property efficiently, thereby internally promoting technical development and contributing to securing research resources and externally protecting the rights of an inventor and Seoul National University and transferring technology to the private sector, and finally contributing to the development of the industry.

**Article 2 【Definitions】** The definitions of terms used in these Regulations shall be as follows:

1. The term "Faculty/Staff, etc." refers to all faculty members such as full-time faculty member or adjunct faculty member, etc., who works for Seoul National University (hereinafter referred to as "SNU"), faculty of affiliated school, assistant instructors, staff, researchers, persons engaged in research duties (including students and person who has completed the whole course and who are engaged in research affairs as their own duties related to SNU's businesses);
2. The term "Intellectual Property" refers to any knowledge, information, technology, expression of ideas and feelings, indication of business or article, biological varieties or genetic resources, and other intangible assets, all of which have been created or discovered by human's creative activities or experiences, etc., and whose values as property are realizable;
3. The term "Intellectual Property Rights" refers to rights to Intellectual Property that are recognized or protected by statutes or treaties, etc.;
4. The term "Inventor" means a member of Faculty/Staff, etc., who has created any Intellectual Property;
5. The term "Employee Invention" refers to an Intellectual Property that a member of Faculty/Staff, etc., creates in connection with his/her duties by utilizing SNU's research facilities or manpower or creates by performing a research project for which SNU or SNU's affiliated corporation, a government ministry or institution, or a government-funded institute has supported research expenses. Employee Invention includes Intellectual Property rights vested in SNU pursuant to an Act or a research agreement with a third party. An Intellectual Property created by utilizing SNU's facilities or manpower shall, in principle, be regarded as an Employee Invention even if it arises

from a research agreement with a third party. Notwithstanding the foregoing, a copyrighted work other than computer programs among Intellectual Properties shall be regarded as an Employee Invention only in cases wherein it is published in SNU's name;

6. The term "Free Invention" means Intellectual Properties other than Employee Invention under Subparagraph (5) of this Article, the rights to which are vested in the relevant inventor.

**Article 3 【Scope of Application】** ① These Regulations shall apply to an invention under the Patent Act, a device under the Utility Model Act, a design under the Design Protection Act, a trademark under the Trademark Act, a copyrighted work under the Copyright Act, a layout-design for a semiconductor integrated circuit under the Act on the Layout-Designs of Semiconductor Integrated Circuits, etc. Notwithstanding the foregoing, where there are special provisions in the Acts or other regulations on trademarks or copyrighted works, such provisions shall apply.

- ② The terms used in these Regulations shall be interpreted in accordance with the relevant statutes including the Patent Act, Utility Model Act, Design Protection Act, Trademark Act, Copyright Act, and Act on the Layout-Designs of Semiconductor Integrated Circuits, etc. Detailed matters necessary for enforcing these Regulations shall be separately provided by the Head of the R&DB Foundation (hereinafter referred to as "Head of the Foundation").

**Article 4 【Institution Exclusively in Charge of Intellectual Property Matters】** The R&DB Foundation (hereinafter referred to as "R&DB Foundation") shall be an institution exclusively in charge of protecting SNU's intellectual properties, activating societal use thereof, and promoting industry-academe cooperation between SNU and the industry.

## **Chapter 2 Intellectual Property Management Committee**

**Article 5 【Intellectual Property Management Committee】** ① The Head of the Foundation shall establish the Intellectual Property Management Committee (hereinafter referred to as "Committee") in order to deliberate on important matters on Intellectual Property.

- ② The Committee shall be composed of not more than ten (10) members appointed or commissioned by the Head of the Foundation, and the chairperson shall be the Head of the Foundation or a person thereby delegated. Detailed matters concerning the operation of the Committee shall be separately provided by the Head of the Foundation.
- ③ The Committee shall deliberate on the following matters:
  1. Major policy issues on Intellectual Property;
  2. Application for, registration, and maintenance of Intellectual Property;
  3. Matters concerning the establishment and amendment of Regulations and Guidelines;

and

4. Other matters necessary for the management of Intellectual Property.
- ④ The Committee may establish under its control subcommittees composed of experts in the relevant fields such as “Commercialization Strategy Committee” and “Patent Deliberation Committee,” etc.; detailed matters concerning the operation of such subcommittees shall be separately provided by the Head of the Foundation.

### Chapter 3 Protection of Intellectual Property Rights

**Article 6 【Attribution of Intellectual Property】** ① An Intellectual Property created as SNU’s Employee Invention shall be succeeded by the R&DB Foundation in accordance with Paragraph (2), Article 10 of the Invention Promotion Act and Paragraph (2), Article 27 of the Promotion of Industrial Education and Industry-Academe Cooperation Act.

- ② As for an Employee Invention to which Paragraph (1) of this Article does not apply, the R&DB Foundation shall be the author or creator of the relevant Employee Invention.
- ③ When the Head of the Foundation executes a research agreement with a third party, the attribution of an Intellectual Property Right, in principle, shall be in accordance with the standard form of research agreement.

**Article 7 【Report of Employee Invention】** ① An Inventor shall report the contents of Employee Invention to the Head of the Foundation without delay after the creation thereof.

- ② When reporting an Employee Invention, the Inventor shall fill out an employee invention report form separately provided by the Head of the Foundation and submit it to him/her.

**Article 8 【Report of Free Invention】** ① An Inventor may transfer his/her right to a Free Invention to the R&DB Foundation.

- ② An Inventor, when intending to transfer his/her right pursuant to Paragraph (1) of this Article, shall make a report thereof in accordance with Paragraph (2), Article 7.

**Article 9 【Notification of Succession of Right Decision】** ① With respect to the report pursuant to Paragraph (2), Article 7 or Paragraph (2), Article 8, the Head of the Foundation shall notify the Inventor as to whether or not to succeed to the right within four (4) months of the date of reporting through deliberation by the Committee.

- ② In the event that the Inventor wishes to file an application for, register, or maintain the Intellectual Property that the Committee decides not to succeed to or whose application has been abandoned before registration after succession, the relevant expenses shall be borne by the Inventor; nonetheless, its application shall be made in the name of the R&DB Foundation.

- ③ The Head of the Foundation may give compensation to the Inventor for the Intellectual Property succeeded to by the R&DB Foundation.

**Article 10 【Securing of Rights to Intellectual Property】** ① Where intending to secure rights to Intellectual Property succeeded to pursuant to Article 9, the Head of the Foundation shall file an application for or register such in the name of the R&DB Foundation and notify the Inventor thereof.

- ② If it is deemed appropriate to keep the Intellectual Property confidential, the Head of the Foundation may elect not to secure rights to such Intellectual Property.

**Article 11 【Bearing, etc., of Expenses for Securing Rights to Intellectual Property】** ① The R&DB Foundation may pay on a differential basis for expenses relating to the application for, registration, maintenance, or protection, etc., of the Intellectual Property at home and abroad in order to secure rights pursuant to Article 10 (hereinafter referred to as “Expenses for Securing Rights to Intellectual Property”).

- ② The R&DB Foundation shall bear the expenses for maintaining Intellectual Property rights in the name of the R&DB Foundation or Seoul National University Industry Foundation.
- ③ Notwithstanding Paragraphs (1) and (2) of this Article, where an Inventor bears all or any part of the Expenses for Securing Rights to Intellectual Property in consideration of his/her own interests, the Head of the Foundation shall have the matter go through the Committee’s deliberation.
- ④ The R&DB Foundation may additionally pay for the Expenses for Securing Rights to Intellectual Property in accordance with the Committee’s decision taking into account the annual research awards, amount of royalty revenues from technology transfers, achievements in industry-academe cooperation for the representative Inventor, or projected future earnings for the Invention, etc.
- ⑤ In case of an application filed jointly with a third party, the expenses for securing rights to Intellectual Property and matters related to licensing shall be prescribed by the agreement with the third party.

**Article 12 【Maintenance and Abandonment of Intellectual Property Rights】** ① The Head of the Foundation may take measures such as abandonment of securing rights to Intellectual Property, maintenance or abandonment of Intellectual Property rights, etc., through deliberation by the Committee.

- ② Notwithstanding Paragraph (1) of this Article, in cases wherein an Inventor bears related expenses, such Intellectual Property Rights may be maintained in the name of the R&DB Foundation.
- ③ The Head of the Foundation may separately prescribe detailed matters concerning the abandonment of Intellectual Property Rights under Paragraph (1) of this Article or bearing of expenses by Inventors under Paragraph (2) of this Article and royalty

revenue distribution to the Inventors.

## Chapter 4 Distribution of Royalty

**Article 13 【Execution, etc., of License Agreement】** The Head of the Foundation shall execute a license agreement specifying the terms and conditions such as type of license, royalty inclusive of minimum royalty, license period, etc., concerning the granting of license or transfer of Intellectual Property or other technology transfer (hereinafter referred to as “Licensing of Intellectual Property”).

**Article 14 【Use of Royalty and Compensation】** ① The Head of the Foundation shall allot the royalty revenue generated under Article 13 after deducting the expenses for securing rights to Intellectual Property and technology transfer-related expenses borne by the R&DB Foundation to the compensation for the Inventor and to indirect expenses for technology transfer, etc.

② Details concerning the use of royalty and compensation, such as distribution ratio of royalty revenue under Paragraph (1) of this Article, shall be in accordance with regulations prescribed by or agreements with outside funding institutions. In cases wherein there is no specific provision in the relevant regulations or agreements, the details shall be as prescribed separately by the Head of the Foundation.

**Article 15 【Consultancy Fee】** ① The Head of the Foundation shall set aside as indirect expenses a fixed ratio of the fee earnings from consultancy of technology, law and management, etc., by Faculty/Staff, etc., and such ratio shall be prescribed separately.

② Where royalties arise from the consultancy fees, their use and compensation shall be in accordance with Article 14.

**Article 16 【Payment Period】** ① The right to compensation, etc., survives a change of employment of the Inventor.

② In the event that the Inventor dies, the right under Paragraph (1) of this Article shall be succeeded to by his/her successor.

③ An Inventor or his/her successor shall inform the Head of the Foundation of his/her address or contact information within six (6) months of the date reasons such as retirement, graduation, or death, etc., has occurred and, if there occurs any change of address or contact information, shall inform the same without delay.

## Chapter 5 Supplementary Provisions

**Article 17 【Obligations of Inventor】** ① As for securing rights to Intellectual Property, practicing Intellectual Property, and protecting Intellectual Property Rights concerning

an invention succeeded to by the R&DB Foundation, the Inventor shall have the obligation to cooperate with SNU and the R&DB Foundation.

- ② The Inventor shall keep the contents of the Invention confidential until it is secured as an Intellectual Property Right.

**Article 18 【Confidentiality】** Any person who is engaged in or has been engaged in Intellectual Property-related business for SNU or the R&DB Foundation shall not disclose secret matters acquired in the course of performing the relevant duties. Notwithstanding the foregoing, where there are specific legal provisions, such provisions shall apply.

### **ADDENDUM (Reg. No. 1876, September 17, 2012.)**

These Regulations shall enter into force on the date of their promulgation.