



GUIDELINES FOR ADMINISTRATION OF INTELLECTUAL PROPERTY RIGHTS AND PHYSICAL MATERIAL IN THIRD PARTY RELATIONSHIPS

Laid down by	The Board of the Norwegian University of Life Sciences 12.06.2014
In effect from	12.06.2014
Supersedes	Guidelines for administration of intellectual property rights (IPR) in connection with assignments for business and industry, HS case no.: 158 /2004 - 11.11.2004
Basis	The Act relating to Universities and University Colleges (Act of 1 April 2005 no. 15) sections 1-1, 1-3 and 1-5, Circular F-20-07 Regulations governing binding cooperation of state universities and university colleges and acquisition of shares, Principles for the Research Council of Norway's Policy on Intellectual Property Rights, IPR policy common to all Norwegian universities, Report on copyright issues at the University of Oslo, harmonisation with guidelines adopted by other Norwegian universities, the Nature Diversity Act (Act of 19 June 2009 no. 100) Chapter VII
Archive ref.	

I. THE GUIDELINES' BACKGROUND AND PURPOSE

1. Background

The background for the guidelines is to follow up obligations that are i.a. laid down in the Act relating to Universities and University Colleges, to follow up the Principles for the Research Council of Norway's Policy on Intellectual property rights, and to follow up the work of harmonising copyright issues at other Norwegian universities.

2. Purpose

The guidelines' purpose is to:

- a) Ensure that NMBU and those creating values at NMBU receive credit for those values.
- b) Safeguard the academic staff's statutory and customary freedom to produce and disseminate scientific publications,
- c) Ensure that NMBU's units or employees do not act in a manner that contravenes immaterial property rights held by others,
- d) Ensure that values created at NMBU are exploited by society and business and industry in an orderly and effective manner
- e) Ensure that NMBU is an attractive and predictable partner with which third parties can cooperate.

II. THE CONTENTS OF THE GUIDELINES

1. Academic utility value

Activity funded by third parties shall have an academic utility value for NMBU.

2. Implementing the activity

- a) Activity funded by third parties shall be organised as projects and shall comply with the guidelines that apply to such activity at any time.
- b) NMBU must have access to data that is of a quality that is good enough to ensure that the activity is carried out in an academically acceptable manner.
- c) NMBU shall have the ultimate responsibility for the academic conclusions drawn from its own work.

3. Exclusivity and obligations during waiting period

- a) Within a normal loyalty framework, NMBU cannot offer one or more third parties exclusive access to specific disciplines or types of research at NMBU.
- b) Prohibition against cooperation with other parties may only be agreed on in special cases and shall apply solely to specific employees and a strictly defined and limited activity. Such obligations shall for a limited period. The waiting period cannot be longer than the project's term.

4. Ownership rights, right of use and use of results

- a) When an activity is publicly financed, in whole or in part, the party that creates the results shall own and have exclusive right to exploit the results. Third parties may be granted a right of use to the results subject to agreement. Remuneration for this right of use shall be agreed on a case to case basis
- b) When a third party fully finances an activity at NMBU with private funds and/or contributes significant competence and creativity, NMBU may agree to grant that principal ownership of the results and/or an exclusive right to exploit the results.
- c) NMBU shall be entitled to have a right of use to the results, or the primary data in research and teaching activities.
- d) All raw data collected by NMBU is the property of NMBU.
- e) Project results produced by NMBU cannot be "frozen". Rights of use to the results produced by NMBU shall include obligations governing active use within reasonable limits.

5. Openness and publication

- a) NMBU will protect and take care of the academic staff's right to decide themselves if and how academic works are to be published. A short-term postponement of publication may be agreed upon in order to arrange copyright protection.
- b) In projects where PhD students or Master students participate, results may be published within the timeframe the students have at their disposal.
- c) The project, methodology, data basis, the provider of the funding, and the manner in which the academic work is to be quality assured must be subject to openness.
- d) Third parties have no right to insist on a selective publication of the research results.
- e) When publishing results, the name(s) of those who have produced the results shall be given.
- f) The Vancouver Protocol and rules adopted by national committees for research ethics shall be complied with in the case of co-authorships.
- g) NMBU recognises and will respect a third party's legitimate needs to keep secret information that involves i.a. operational and commercial matters. The duty of confidentiality is as a rule governed by agreements between NMBU and third parties. Preliminary confidentiality agreements agreed on by NMBU's employees shall be replaced by agreements with NMBU when the project is started.

6. Administration of physical material

- a) Physical material that is produced using NMBU's resources or in some other manner collected or created by activities at NMBU are the property of NMBU unless otherwise agreed in advance pursuant to the principles in section 4.
- b) For the purpose of these guidelines physical material means any product (organic, inorganic and biological material), including substances, organisms and crops, as well as material.

- c) NMBU's employees may transfer physical material owned or administered by NMBU on the following conditions:
- i. Some part must remain at NMBU, i.e. the source shall not be completely depleted.
 - ii. The recipient shall not transfer the material to others without the approval of NMBU.
 - iii. The material may only be given away for research purposes and not for commercial exploitation.
 - iv. In all cases, a separate agreement shall be entered into (Material Transfer Agreement, MTA).

7. Administration of biological material

NMBU and NMBU's cooperating parties shall comply with national and international obligations relating to the administration of biological material, as these are expressed in Chapter VII of the Norwegian Nature Diversity Act.