



Technological Transfer Handbook

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Abbreviations

AUTM	Association of University Technology Managers
BIRAC	Biotechnology Industry Research Assistance Council
CRL	Commercial Readiness Level
IP	Intellectual Property
NGO	Nongovernmental Organization
OSIM	State Office for Inventions and Trademarks
PoC	Proof-of-Concept
PRO	Public Research Organization
SOP	Standard Operating Procedure
TA	Technical Assistance
TISC	Technology and Innovation Support Centers
TRL	Technology Readiness Level
TTIBP	Technology Institutional Building Program
TTO	Technology Transfer Office
WB	World Bank
SOP	Standard Operating Procedure

Introduction

By translating new inventions to practical applications, societies address challenges in ways that unlock economic growth. In this way, innovation provides benefits not only for general knowledge or specific industries, but also society in general. In the modern world, market mechanisms transfer the results of new knowledge to industry and society.

Technology Transfer Offices (TTOs) help researchers navigate the arduous processes of progressing their technology and commercialization readiness levels and making their inventions available through the market. The market usually focuses on short-term revenue generation and returns. Moreover, private investment depends on regulatory certainty and clearly defined proof-of-concept (PoC) milestones. Market operating principles are thus traditionally a mismatch with academic outputs and timelines.

To help close the gap between academia and the market, TTOs support teams at universities and research institutes not only to manage intellectual property and license negotiation, but also develop capacities to progress the commercial and technological readiness of innovative products and services. In this way, the TTO acts as the ‘informed interface’ between academia and industry, investors, and policy makers, develops researchers’ capacity for business development and incentivizes the ‘pull’ of

the market or the users’ needs more than the ‘push’ of the technology or the scientific findings.

The services offered by the TTO to support research commercialization must then include the capacity to:

- create mechanisms for screening and assessing early-stage innovation assets more thoroughly for market potential,
- conduct the translational or PoC research necessary to de-risk such assets and to create a more certain path to commercialization,
- launch (or support launch), nurture and accelerate new companies often much earlier than traditional venture capital will consider investing,
- represent institutional research and innovation capacities to prospective industry partners as part of a regional economic development strategy.

Given TTOs are the central coordinating actors in the commercialization process, special attention was paid to TTO capacity building under the Technology Institutional Building Program (TTIBP) implemented as part of the technical assistance (TA) provided as part of the “Supporting Innovation in Catching Up Regions in Romania.” The program was carried out by the World Bank (WB) with the financial support by the European Commission – DG REGIO.

This handbook is an output of the TA and aims to serve as a reference text for TTO personnel in strengthening their

organizations. The information presented focuses on helping TTO managers understand their role, define their strategies, identify their business plans, and carry out their business processes. References to best practices and additional resources are included in each section and provide additional context of best-practice implementation. Annexes include a guide on Intellectual Property Policy Design, templates for standard documents (non-disclosure agreement, work for hire and employment contract clauses), and a business model canvas.

This handbook complements another WB publication: *Enabling Successful Research*

Commercialization from Lab to Market. This additional guide is for all stakeholders within the research-based innovation ecosystem and references specific lessons learned throughout the course of the WB's "Supporting Innovation in Catching Up Regions in Romania" program. It can be referenced for advice on establishing innovation hubs and specific programs for boosting research commercialization.

Together these publications are meant to serve as support for TTOs as they not only kickstart their activities, but also move beyond the traditional roles of a TTO to a more commercially oriented capabilities to support the growing pace of innovation.

From lab to market: the role of TTOs

Topics covered in section—

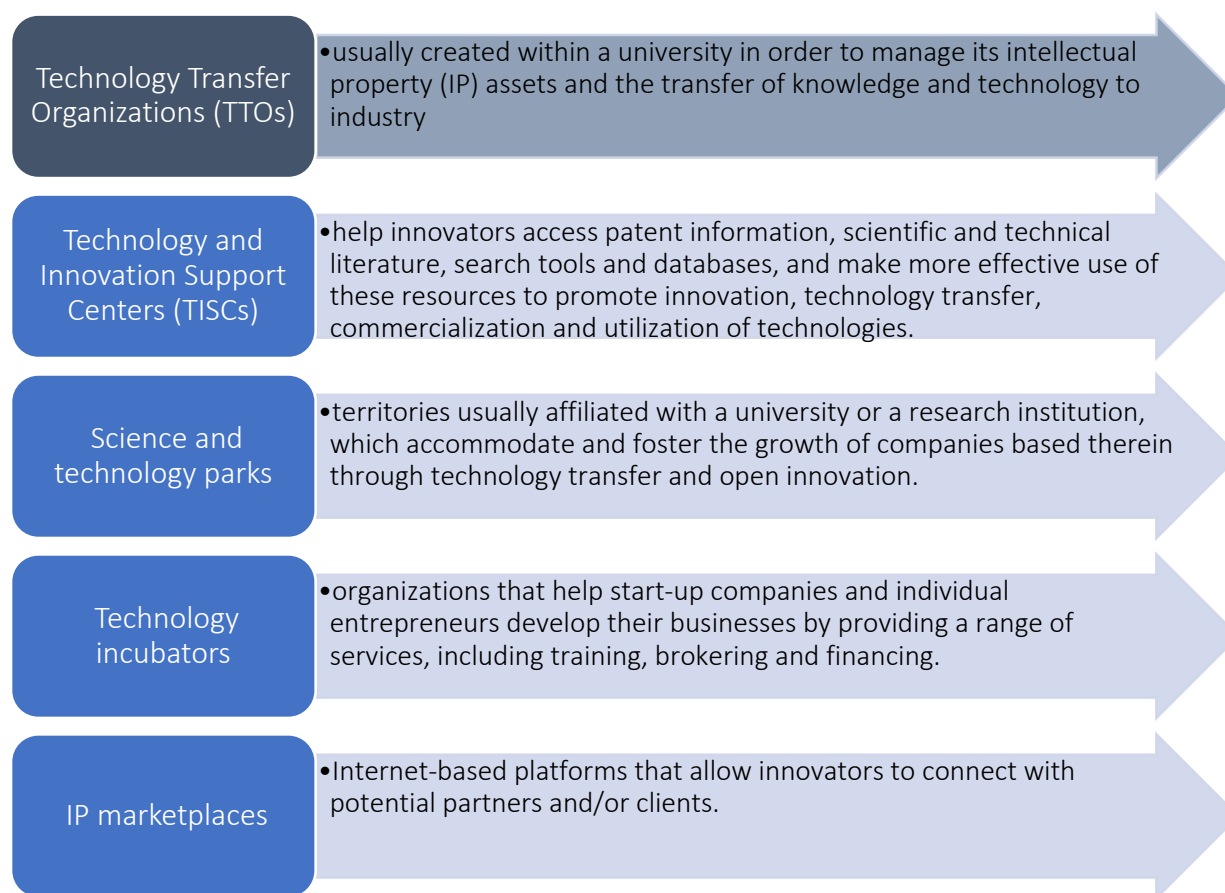
- Defining a TTO
- The evolution of TTO functionality
- Stakeholder coordination

Defining a TTO

There are various types of technology transfer organizations, as shown in the figure below. A detailed explanation is offered by the World Intellectual Property Organization (2022) as demonstrated in figure 1 below.

Of the various TTO types presented, the information presented in this booklet is presented for Technology Transfer Offices (TTOs) usually created within a research organization (customarily a university) to manage its intellectual property (IP) assets and the transfer of knowledge and technology to industry. Sometimes, the mandate of TTOs with respect to collaborative research includes any interaction or contractual relation with the private sector.

Figure 1. Technology Transfer Organizations Types



Source: WIPO, 2022

The evolution of TTO functionality

As markets become more complex, so too does the role of TTOs. At their inception, TTOs managed knowledge transfer through a strong focus on licensing and other IP related mechanisms. However, these capabilities are no longer sufficient to support the full road to commercialization. New skills related to technological and commercial readiness are now also required of successful TTO personnel.

Though TTO needs are evolving, basic functions remain critical and include:

- evaluating invention disclosures,
- understanding and securing intellectual property protection,
- marketing and business development,
- licensing negotiation, and so forth.

Additional resources and skills which the modern TTO must also adopt include:

- evaluating markets and competition,
- understanding key market-related questions relative to the commercial potential of an innovation,
- designing business plans and obtaining access to early-stage capital to move assets to prototype or PoC stage,
- networking with other sources of complementary or enabling innovations to create a more robust and investment-worthy package of assets to license,
- recruiting entrepreneurial mentors and management talent to help launch and counsel new companies,
- strategic networking and partnering

Box 1. US regulatory landscape and best practice

The US has a tradition in focusing on IP management as a tool for growth. Nonetheless, the specificity of the legal system, the characteristics of the business ecosystem and the structure of the Public Research Organizations (PROs) (or to be precise, of the higher education institutions involved, as not many of them are public) make the US references to be relevant as literature more than best practice. Nonetheless, their experience may provide insights useful to TTOs, therefore we refer to it below.

The most well-known example of such a public policy approach to technology transfer is the United States' [Bayh-Dole Act](#). Bayh-Dole and the resulting university technology transfer offices promote strategies focused on de-risking commercialization opportunities for potential industry or start-up partners, addressing customer and market needs in proof of concept-focused research and development activities, and creating a framework of best practices and supportive policies to ensure sound business partnerships.

Defining the TTO Strategy

Topics covered in section—

- Needs-based design
- Dedicated vs. networked models
- Stakeholder map
- Strategic orientation

Needs-based design

The similarity of functions carried out by TTOs does not imply a need for similarity in structure; there is no “one-size fits” all approach to forming and operating TTOs. Institutional priorities and the availability of resources play a crucial role in defining the TTO’s overall structure and role within the larger innovation ecosystem. To maximize their impact, TTOs should identify their services, offerings and priorities and then leverage partners or collaborators to address any gaps or needs they do not have the capacity to offer on their own.

Thus, the first step is for the TTOs to create a needs assessment of their innovation ecosystem. This includes both an evaluation of “what is” and “what’s needed.” An example needs assessment template is included in figure 2.

Some functions, such as TTO launch, IP policy, patent resources, are clearly resources to be found or catalysed within each specific institution by the TTO. However, moving beyond this, the assessment helps the TTO to focus its resources where needed by identify gaps in the local innovation ecosystem.

Figure 2. TTO needs assessment template

Element to consider	Own institution	Region
TTO in existence		
IP Policy		
Patent resources (financial and know-how)		
Industry network		
Entrepreneurial knowledge and networks		
Access to technology development / proof of concept funding		
Incubators / accelerators		

Source: WB's own analysis, 2022

Industry and entrepreneurial networks that are helpful in building and nurturing innovation ecosystems that might exist in an organized fashion outside the institution – or the elements might exist but with no prior effort to view such networks and their constituencies or components as part of a connected ecosystem.

The last two or three items in the “what’s needed” list—entrepreneurial knowledge and networks, access to early-stage funding, and access to incubators and accelerators—are likely to be longer-term, challenging resources to locate or to build solely be one institution or one TTO. However, clearly identifying these items might help lead to creative and strategic approaches to building out these components on a regional shared basis.

Moving from “what is” to “what’s needed” in building and growing an innovation ecosystem is a challenging task, especially for new and small TTOs to try to influence. Thus, Romanian TTO personnel and other colleagues should consider opportunities for networking, connecting, leveraging, or advocating for additional components of a robust innovation ecosystem with which they might wish to connect or launch.

One of the best ways in which a TTO can catalyse movement toward these “wish-list” resources is to start identifying opportunities for commercializing important discoveries in local or regional industry—or, even better, through locally created start-up companies that begin contributing to the economic development of a region.

In addition, it helps the TTO to identify examples of other “best practice” TTOs and innovation ecosystems. This gives TTO personnel an example of how to thrive and grow in relevant ways.

Dedicated (stand-alone) versus networked (regional) TTO models

Based on its needs assessment and identification of available resources, it can be determined if it’s best for the TTO to operate as a “dedicated” TTO or partner with other regional institutions or agencies to launch a “networked” TTO.

Dedicated (stand-alone) TTOs

The stand-alone model is the most straightforward. This model is comprised of a **TTO located within or adjacent to a single research institution.** In this case, it services only the innovation assets of that institution. TTO personnel have direct interaction with faculty researchers, administration, technology or business development collaborators, and other resources within that institution’s innovation ecosystem.

The core advantage of the stand-alone TTO is its real-time interaction and rapid communication with key players within the technology transfer process. This model provides the ultimate capability for pursuing this activity through direct partnerships; relationships develop which can be leveraged in efficient fashion.

Moreover, scarce resources can be focused and leveraged to the greatest extent possible on projects of high priority in ways that are consistent with institutional goals. Urgent situations regarding patent filings or unique opportunities arise often and clearly can be best addressed when the TTO is local and

focused on a single institution and its innovation assets.

Disadvantages of the stand-alone model include its higher costs, along with building the necessary critical mass of expertise to handle technology assets from different sectors. Invention projects which are related to the technical expertise of the director might be well-managed; inventions falling outside of his/her expertise might be more easily misunderstood, or de-emphasized, due to this disconnect.

Capacity becomes a challenge in such offices as well. Responsiveness and attention to “transaction time” are considered key differentiators by industry and venture partners; without a critical mass of management able to manage multiple high priority projects simultaneously. New, smaller TTOs often find it challenging to move at the pace required by external commercialization partners.

The “lack of critical mass” issue becomes even more apparent as TTOs are increasingly asked to work with regional economic development authorities, to help generate corporate and nongovernmental organization funding to support research at their institutions, and to engage within their institutions in initiatives designed to help promote the establishment of an entrepreneurial ecosystem.

Networked (regional) TTOs

In many instances, a joint or shared TTO resource represents the ideal strategy to

launch and manage a technology transfer capability serving regional institutions. The primary advantage for public research organizations (PROs) is sharing the cost and risk of engaging in technology transfer. For industry, it can be advantageous to gain a vantage point into multiple institutions’ research and innovation pipelines via a single point-of-contact.

Sometimes groups of universities launched shared TTO initiatives with an express goal of shifting into each institution having stand along TTO operation once critical mass in personnel, project flow and expertise is achieved. This **“hub and spoke” model is a viable approach to building technology transfer capacity within a given region or country—or within a network of institutions with similar research profiles and similar goals in innovation management.**

The “hub” in such a system is a centralized TTO. Policy decisions, invention and market analysis, early-stage business development, intellectual property advice, marketing, outreach, and engagement with potential licensees, and other scalable TTO functions.

The network of institutions serviced by the hub are the “spokes.” These “spokes” may include TTO facilities and personnel located on the campus of each participating PRO. These personnel maintain contact with researchers, provide feedback and guidance on key questions and concerns, “mines” (in a process that is called “sourcing”) institutional research programs for discoveries which may have commercial potential, promotes

innovation and entrepreneurship on the local campus, carries out patent filings (with advice and input from the hub's experts) and carries out other duties which are local context-specific and non-scalable.

The most significant advantage of the networked model is the more efficient placement and distribution of scarce resources, especially human resources. This is particularly important for institutions or regions or networks just starting to build technology transfer capacity. The hub and spoke model ensure a higher likelihood of sufficient resources necessary to attract key personnel with technology transfer and business development experience, allowing a few seasoned and well-networked professionals to mentor and partner with more entry-level personnel across the network of collaborating institutions (spokes).

Disadvantages of the "hub and spoke" model include the challenges of responding to real time opportunities and real time problems within participating institutions. The ability to reach out to inventive researchers whose new discoveries may require immediate attention or protection can be more difficult when resources are situated in an entity not on or adjacent to the where such needs or opportunities arise.

In addition, the "hub and spoke" approach may be more difficult to execute if institutional policies or priorities related to technology transfer are not well-aligned. Policies on intellectual property ownership,

distribution of revenue, and conflict of interest, to name just a few, need to be essentially the same across the "spokes" to enable the "hub" to operate effectively when seeking to manage innovation assets emerging from different institutions within the network.

For the networked model to function, collaborating institutions need closely aligned priorities. If one or more institution(s) in the network prefers to maximize up-front revenue, and others are more interested in commercializing their innovation assets through the creation of start-up companies, the different strategies pursued by the centralized hub may become inefficient, uncoordinated, and ineffective.

Figure 3. Benefits of TTO Models

Stand-alone TTO Model Benefits
<ul style="list-style-type: none">- TT resources adjacent to labs and scientists- Avoid communication and branding confusion- Decrease transaction time- Become the champion for the project and the institution – set the stage for future deals- Learning curve / skill development may be faster- Ensure that IP assets are being managed in accordance with your institution's priorities.

Networked TTO Model Benefits

- Greater range of resources and bandwidth across multiple disciplines
- Faster ramp-up in ability to package and market technologies
- Technology bundling opportunities are easier
- Access staff with more diversified backgrounds
- If efficiently operated, companies like having windows into multiple university
- Technology portfolios via single point of contact
- Efficient use of resources
- Better positioned to attract budget or related resource from regional economic development interests

Source: WB's own analysis, 2022

Stakeholder map

Mapping TTO stakeholders is a process pertaining to the institution's structure. It refers not only to defining the list of stakeholders, but also placing them in a landscape of support / interaction, to identify means for communication, engagement, and risk management.

The full list of possible stakeholders for a TTO is presented in the Proposal for a Council Recommendation on the guiding principles for knowledge valorization (2022) and includes:

- academia, universities, research and technology organisations and other public research organisations, as well as academies and learned societies
- civil society organisations, citizens, and non-governmental organisations (NGOs)
- private investors, funding and investment organisations including foundations and charities
- individuals, e.g., innovators, researchers, scientists, and students
- industry including small and medium-sized enterprises, start-ups, spin-offs, scale-ups, and social enterprises
- intermediaries (e.g., knowledge and technology transfer professionals, incubators, science parks, regional, national, and European innovation hubs, IP experts, consultants and innovation support professionals, science communication and policy engagement teams, knowledge for policy / science advice organisations, citizen engagement professionals etc.)
- national, regional and local authorities, policymakers and public and private service providers (e.g., hospitals, public transportation and energy providers)
- private research organisations
- research and innovation infrastructures and state-of-the-art pilot facilities
- standardisation bodies.

Once the stakeholders for your organization are identified, they should be placed in a matrix based on their a) influence and b) interest. The matrix may benefit from added information, such as the flows of knowledge

and/or funding between stakeholders. Another added layer of useful information refers to the groups in which the stakeholders may be placed, such as leaders, contributors, or indirect stakeholders. The matrix allows for categorization in stakeholders to satisfy, to work with, to monitor or to inform.

Box 2. Stakeholder mapping support

The online tool, Miro, provides numerous examples of stakeholder analysis and mapping.¹ Full guides may be found at the following links:

- [Stakeholder analysis](#)
- [Stakeholder map](#)

Once placed on the stakeholder matrix, it is helpful to analyse stakeholder needs in detail. This need analysis should inform the focus area selected by the TTO (covered in next section), as it provides the context in which the PRO functions. This step can be supported by a user journey map, which diagrams the points of interaction of each user with the TTO. This provides a clearer view of how to best address each stakeholders' needs.

Box 3. Creating a user journey map

Defining a user journey map involves three core steps; a full guide for creating a user journey map can be found [here](#).

¹ For five tools, please refer to <https://geekflare.com/about-stakeholder-map-tools/>

Strategic orientation

Regardless of the selected model, to begin the process of building technology transfer and innovation management capacity, there are four potential areas of focus. Of these areas, at least one and potentially all of which should be identified as primary objectives and priorities for a TTO (or a central resource providing TTO-type services).

1. **Pursue utilization:** commercialization of research results (or other newly created knowledge) of academic institutions and research institutes for societal benefit
2. **Recruit:** focus on retaining and advance careers of top research faculty – creating a more robust research environment into which to attract top students (both graduate and undergraduate), private sector collaborators, industry and investor partners, and other stakeholders
3. **Build networks:** facilitate closer ties with industry, and build, nurture and/or grow a cluster of entrepreneurial companies to promote regional economic development
4. **Create value:** increase returns for regions and stakeholders investing in the research enterprise, including through generating revenue and “wealth creation” to support the tech transfer

function and the research mission of the PRO

There is no right or wrong priority for a TTO—each institution must determine their focus area based on its available resources and stakeholder needs.

The work done through stakeholder mapping and analysis will help to answer several important questions to consider when selecting a focus area:²

1. What are the needs of the stakeholders? (A prior identification of the stakeholders is needed)³.
2. Does research commercialization align with institution's goals?
3. Are there sufficient research results to set up a TTO?
4. Is the institution willing to make a long term commitment with TTO?

Question 1 relates to stakeholder mapping and the “need”, a process described in detail in the next section. For questions 2 and 4, the decision resides with the top management and the overall strategy of the PRO, meaning the “want”. Lastly, question 3 refers to a factual context in which the term sufficient must be defined. It relates to the critical mass of research results which are marketable and patentable.

To provide final answers to these questions, PRO administration must be involved and

² Loic Bordais – Setting up a TTO
https://indico.cern.ch/event/182857/contributions/1450722/attachments/248397/347461/heptech_topic_4.pdf

aware of the TTO strategic options. The administration will make the final decision on the options which best align with their strategic priorities.

When setting strategic priorities, the administration and PRO personnel must keep in mind several important factors. These include:

- Income generation: target invention areas with income potential (often a very challenging task, as difficult to predict); avoid others
- Research funding growth: balancing research funds with royalties; maintain academic prerogatives
- Relationships with regional and national industries: align research strengths with companies
- Launching and growing start-up companies: labour and resource intensive, deferred compensation
- Enhancing faculty service and research environment: purely service oriented, deals and income
- Maximizing technology development and utilization: push it out; full pipeline will lead to positive results

The strategic priorities identified will inform the TTO business model design to drive effective implementation.

³ See in the next section for detailed information on this step.

TTO Business Model Design

Topics covered in section—

- *TTO business model options*
- *Personnel to service business model design*

TTO business model options

A business model⁴ can be thought of as an organization's architecture (Osterwalder (2004)) that fosters the creation, delivery, and capture of value. **The business model supports the TTO in achieving its strategic objectives and is comprised of nine components outlined in an instrument⁵ called the "business model canvas."** As a companion to this instrument, a different canvas related to the value proposition may be used.

The business model for a TTO hinges on the concept of research valorization. The key element is value, as the name suggests, therefore knowledge impact in industry and society is to be determined and supported. In this view, it is crucial for a PRO to explain to the researcher why they should also have valorization in view when conducting research as potential venue further down the line.

Baglieri, Baldi & Tucci (2018)⁶ identified four types of university TTO business models, based on the experience of US Higher Ed TTOs (as detailed in table 4): catalyst, smart

bazaar, traditional shop, orchestrator of local buzz.

Catalyst

This category includes a small number of universities that have emerged as catalysts and global players in university-industry collaboration to develop disruptive innovations. The most successful technology transfer offices, in this case, were those that pushed for the highest payment and made the most money on deals. TTOs of universities that act as catalysts tend to maximize income from exploitation (for example, through licensing) of their internal scientific community's disruptive innovations rather than the number of patents obtained or start-ups created per year.

Smart Bazaar

This category refers to universities generating science in general and disseminating it openly as their responsibility to society, to undeserved categories. This case relies on previous research stating that the privatization of basic research is socially inefficient and reduces further innovation Heller and Eisenberg (1998). The "smart" part refers to the dissemination of knowledge in digital for a, as universities have shifted more and more to reliance on digital technologies for all their activities. In this case, crowdfunding for research may be used as a financing model.

⁴ <https://hbr.org/2015/01/what-is-a-business-model>

⁵ Please refer to Annex 2

⁶ Baglieri, D., Baldi, F., & Tucci, C. L. (2018). University technology transfer office business models: One size does not fit all. *Technovation*, 76, 51-63.

Box 4. Framework for Open Science

Of particular interest for crowdsourcing research in the European context is the framework for Open Science. The framework outlines an approach to the scientific process that emphasizing sharing knowledge as soon as possible using digital and collaborative technology. More information about this framework may be found at the following [link](#).

Traditional Shop

The “traditional” model for a TTO, it refers to converting existing research through patents. Functioning as a platform focused on increasing the number of patents in the university portfolio, the university generates (albeit lower) income from licensing, causing

the TTO to be, in the short run and as is the case for most TTOs in operations currently, primarily a cost centre, not a revenue generating tool.

Orchestrator of Local Buzz

This type refers to entrepreneurial universities, embedding an entrepreneurial culture in their communities. In this category, universities may provide facilities to grow start-ups⁷ and spin-offs⁸, engage business networks and a large array of stakeholders.

Box 5. Value Proposition Guide

The [Brightlands Maastricht Health Campus](#) developed a guide for researchers to better understand how to define their focus on valorization to better inform the business model

Figure 4: TTO Business models

	Catalyst	Smart bazaar	Traditional shop	Orchestrator of local buzz
PRO strategic goals	Scientific leadership in disruptive innovation	Openly disseminating innovation	Gain access to research in the marketplace	Prototype entrepreneurship

⁷ Start-up - a company designed to grow very quickly that is within 3-5 years of its creation, and “working towards innovation, development, deployment, and commercialization of new products, processes, or services driven by technology or intellectual property” (The Indian Ministry of Commerce and Industry, 2015). In the Romanian publicly financed projects, the timespan from incorporation in which a company is considered a start-up is three years.

⁸ Spin-off - also known as Spin-out: a newly created company, formed from the division of a previous organization. This new business has its assets (tangible and intangible), but it may operate at arm’s length from the parent organization. Its aim is to enhance flexibility, allow technological diffusion and to seize opportunities in the marketplace. Usually, a spin-off is generated by a transfer of an intangible asset (i.e., a technology license) with the clear aim to increase commercialization.

Key technology transfer activity			Patenting	Start-up creation Spinoffs
Key stakeholders			Academic scientists	Potential entrepreneurs; academic scientists; students; professional financial firms
Stakeholder engagement			Tailored service; promoting IP among faculty	Awards to academic entrepreneurs; student start-up competition
Monetization			University support economically patenting activities	National agencies support economically entrepreneurial activities
Economic impact			None	Local impact

Source: Baglieri, Baldi & Tucci (2018)

Personnel to service business model design

Most TTOs begin as one to three-person operations—typically with a director, a second-in-command (who typically would focus on intellectual property issues, agreement issues, and other administrative matters, although this person might also manage some licensing projects), and an administrative support person.

As with most other aspects of a TTOs operation, the staffing needs of TTOs and the backgrounds which produce excellent TTO

staff members are extremely varied and multi-faceted.

As far as desirable educational backgrounds go, training in an area of science, together with some business experience or an MBA, are probably ideal goals when setting standards for TTO staff. More important, perhaps, than educational backgrounds, there are several personal characteristics which can be valuable assets for TTO staff members to exhibit the following characteristics.⁹ Moreover, several training

⁹ With added information from Loic Bordais – Setting up a TTO
https://indico.cern.ch/event/182857/contributions/1450722/attachments/248397/347461/heptech_topic_4.pdf

[450722/attachments/248397/347461/heptech_topic_4.pdf](https://indico.cern.ch/event/182857/contributions/1450722/attachments/248397/347461/heptech_topic_4.pdf)

and compensation related concerns should be considered.

Backgrounds

- Science/technology background
- Business background (added skills related to marketing represents a plus)
- Experience / background working with lawyers and contracts
- A graduate degree (often a Ph.D.) may prove beneficial to foster trust with researchers. This may prove to be a risk for early stage TTOs

Skills and abilities

- Relationship building; networker
- Team player; cooperative; capable of subjugating ego when needed and of asserting authority when needed
- Independent/self-starter; great work ethic
- Willingness to perform many tasks – at same time
- Sees the big picture and understands role
- Trustworthy with good values; understands conflict of interest and academic culture

Common Positions

- Head/Director, detection officer, business developer, Intellectual Property (IP) officer, KT/TT officer, licensing manager, lawyer, clerical assistant

- For larger TTOs, other positions such as Communication officer, Business Intelligence staff may be found

Experience and number

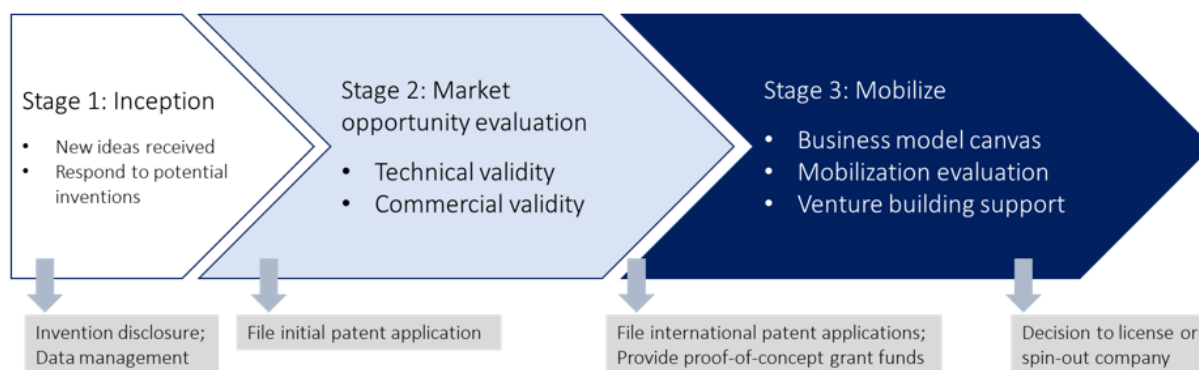
- at least a senior, experienced with industry
- at least 2-3 persons: 1-2 TT officers and a clerical assistant

Training

- Mandatory IP and licensing training and other tech transfer basics
- TTO2.0 related technological marketing, project management methodologies, contract law, negotiation, thematic trainings (for example: AI, Software valorization, KTT in the Biohealth, Python, etc.) and others

Please note TTO budgets should include sufficient funding to allow staff members to join professional education, development, and networking organizations. ASTP and AUTM are the “gold standard” and the most well-established of the professional societies and offers access to international, national, and regional conferences, training courses, background materials, and multiple professional development reports and networking opportunities.

Figure 5. TTO business procedure stages



Source: WB's own analysis, 2022

Compensation

Compensation levels for TTO members will vary widely from institution to institution and region to region. There are resources, such as the [AUTM Salary Survey](#), that can provide background information on comparable salary information for TTO staff at various levels. TTO personnel typically are paid a salary only, although some universities are beginning to look at mechanisms to include bonus or incentive pay to allow them to hire and retain outstanding TTO staff members.

TTO Business Procedures

Topics covered in section—

- Supporting invention inception (IP policies, invention disclosure and IP management systems, patent filing)
- Market opportunity evaluation (technical and commercial viability)
- Mobilization (launch, acceleration, and distribution)

TTO business procedures must consider the entire life cycle of an invention, from ideation

to commercialization. The life cycle can be understood in three main phases, each requiring their own procedures and expertise. These include:

1. Inception
2. Market opportunity evaluation
3. Mobilization

These phases are not meant to suggest a rigid, one-size-fits-all approach; rather, they provide guideposts and decision points to facilitate effective management and resource allocation in managing each invention.

Phase 1: Inception

In the initial phase, TTOs are responsible for seeking, evaluating, and supporting new ideas and possible inventions. This requires strong relationships with PRO researchers and access to the innovation ecosystem at large. Crucial TTO capabilities at this stage

include initial patent filing; later patents will be filled after evaluating the invention feasibility and invention disclosure.

Before starting any other work, TTOs should spend significant time and effort in educating their client researchers on best practices which should be incorporated in their research, publication, and related scientific and academic activities involving their research. Inventor scientists who are well-informed regarding the rules surrounding publications and patentability, and who communicate often and carefully with their TTOs, will be able to meet their academic obligations and publish and disseminate their research findings while providing their TTO colleagues to assess their inventions for potential pursuit of patent protection. TTOs should regularly seek to educate and facilitate the ability of their inventor scientist to make timely, thorough, strategically focused, and full disclosures of potentially patentable inventions.

IP Policies

Intellectual Property generation and management are essential activities that need to be regulated through the PROs' IP Policy. These strategic documents serve as basis for the TTOs' activities and success metrics. Designing an IP Policy implies an in-

depth knowledge of the EU and national legal framework governing this area of work.

Intellectual property policies should clearly promote innovation as high-level institutional priority; incentivize and reward invention reporting and engagement in technology transfer by faculty and other scientists; that create a mechanism and framework within universities and related research organizations to manage the invention disclosure, evaluation, patenting, marketing, licensing, and entrepreneurial applications of market-worthy innovations.

Globally, there are many hundreds of university intellectual property policies that can be reviewed for possible adapting and adopting for other research institutions. Universities in the US, UK, Switzerland, and Ireland probably have the most well-developed and well-considered intellectual property policies.¹⁰

Ownership is perhaps the key issue to be addressed in an intellectual property policy, alongside the rules for exploitation.

University researchers need certainty as to who owns their discovery and what are the mutual obligations of the inventor and the university regarding the disclosure, evaluation, patenting, and

¹⁰ See, for instance, the IP Policy at the University of Rochester (US): <https://www.rochester.edu/ventures/faculty-researchers/intellectual-property/for-inventors-university-policy-on-intellectual-property-and-technology-transfer/> or a list of IP policies for Swiss

university and research centers (as listed with WIPO): https://www.wipo.int/technology-transfer/en/database-ip-policies-universities-search.jsp?territory_code=CH. The WIPO website allows for query on other countries as well, for a more comprehensive view.

commercialization of university-owned intellectual property.

As importantly, potential industry partners, venture capital investors, collaborators and others who may be involved in the further development and commercialization of intellectual property require absolute certainty regarding ownership of intellectual property and exploitation rights—this provides protection for the investment of time and resources in that it creates certainty that they are dealing with the entity (or entities) who possess the standing and ability to convey licensing rights to the intellectual property.

Annex 1 presents in detail a guide to draft an intellectual property policy for universities and national research institutes in Romania. It provides a checklist for understanding IP from the point of view of the decision maker and practitioner in a TTO.

Invention disclosure and IP management systems

TTOs must establish invention disclosure/IP management systems. An important consideration when starting a TTO operation is the development, endorsement and awareness-raising around invention disclosure, evaluation and IP management processes and systems.

¹¹ See as an example the Invention Disclosure Form from the University of California, Berkeley - <https://ipira.berkeley.edu/sites/default/files/shared/>

Invention disclosure forms

Good invention disclosures should include copies of submitted (or in preparation) manuscripts, grant applications, or related documents which contain a full description of the invention and its potential application(s).

An almost final manuscript may contain more than enough technical information about a newly added invention to enable the TTO to conduct proper triage on the invention.

Unhelpful and incomplete invention disclosure reports are counter-productive and may cause the inventors and their TTOs to fail to consider patenting and marketing opportunities in a timely fashion. Inventors should be periodically educated, coached, and encouraged to prepare and submit full, complete, well-organized invention disclosures.

The invention disclosure form (which is the first step towards building the database) is a very useful approach to providing university researchers with a simple, easy-to-understand, and easy-to-complete information provision. It should¹¹:

- Be one-page
- Encourage the submitting inventor to attach copies of manuscripts (draft or final), grant applications, and other documents describing the invention more thoroughly than could be accomplished with any form

docs/UCB%20Invention%20Disclosure%20Form11.docx

- Web-based (preferably) for database building
- Request thorough and detailed information (watch out for duplication and unnecessary details)
- Identify strategies for cutting corners (e.g., ask for disclosers and not inventors; ask for “corresponding inventor”¹²)
- Collect demographics once (citizenship, identification numbers, etc.)

IP management system

The TTO must also develop or acquire IP, marketing, licensing, and a financial database allowing for detailed analyses, real time updates, sophisticated searching, reporting, as well as a focused and friendly disclosure form.

The database is populated with information from the invention disclosure forms as well as commercially available databases. The latter¹³, designed specifically to facilitate and support the patent and licensing processes required of TTOs, are critical for each TTO to include in its operating budget very early in the process of growing the TTO program.

Some TTOs have developed their own systems – the commercially available ones are expensive but highly functional and are probably worth the cost in terms of the key features and data management and reporting capabilities built into the systems. A key feature of outstanding invention

database/management systems is their feature(s) allowing TTO staff to manage large invention caseloads in an effective and efficient manner.

One of the most important requirements in managing patents is to identify and track key dates and deadlines for filing documents in the Patent Office. This is very often subcontracted to a Patent attorney, and that would be our recommendation. The TTO database is nevertheless a must and can interact with the service provider. But the responsibility of respecting the deadlines must be shared. TTOs who miss dates or make other mistakes may lose patent rights and void any commercialization/license agreements which have been negotiated.

Good database systems eventually pay for themselves in terms of enhanced efficiencies they offer staff for making required reports, tracking expenses, and charging licensees for expense reimbursement wherever the opportunity presents itself.

An effective database must:

- Capture key data points on each invention e.g., disclosure dates; key info on inventors; invention title; invention record number; inventor identifiers and contact info, legal info (patent application number, patent number, filing/issue date, attorney info; domestic and international patent data; etc.
- Be keyword searchable if feasible

¹² The contact person for a team of researchers in charge of a particular invention or innovation.

¹³ Commercially available systems may include (no endorsement): Sophia, TechTracS, Inteum, PSi, PwC, others

- Capture and track all key demographic info on inventors and their inventions – facilitates reporting, marketing, data analysis
- Event tracking and workflow monitoring – systems can send reminders about filing dates, payment or report due dates, etc.
- save you money in terms of staff reduction and in terms of tracking and generating information regarding missed payments and reports
- Create “clinic note” and key event log and enable faculty to monitor.

Reports generated from the database may include (but not limited to):

- program and project costs
- income projections
- patent portfolio expenses
- licenses generating income
- government compliance and reporting dates inventor activity
- personal time investment
- invention disclosure trends across departments.

The database can be used for purposes external to the TTO:

- Can pull invention marketing summary from disclosure and port to technology marketing website once TTO agrees to it
- Can link database with law firms billing departments – bills arrive electronically and populate invention records to which the expenses apply
- Can attach key documents – disclosure, patent application/patent, license – to

each invention record, minimizing time to move paper

- Proactively create and send reports on campus and beyond.

Highly functional invention database systems are also critical in building a portfolio of technology readiness level details, marketing information, and financial data, and connecting these various data points in ways which enhance TTO staff capabilities in managing tasks and costs associated with invention marketing, licensing, and patenting.

A robust, highly functional database management, communication and reporting capability adds efficiencies, enhances transparency and reporting capabilities, and allows TTO management to focus on invention management and marketing. Nonetheless, the creation of such a database management system is often a characteristic of a more mature organization. Early stage TTO should set the bases for such a system by keeping transparent and comprehensive data records, usually in a template format, which would allow for further integration as the organization matures.

Patent filing

It is essential for all personnel of a TTO to properly understand the concepts related to IP and patents, as these represent the backbone of the entire tech transfer process. Researchers and TTO personnel must be familiar with the following reality – just because an invention is “patentable”

does not mean that it is “marketable.” Given the expense of pursuing patent protection, it is critical that all stakeholders ask not just “is it patentable?”; but also, if we get a patent, is it marketable?

Box 6. European Union Patents

The key institution for Patents in the European Union is the [European Patent Office](#), a must-have bookmark for all tech transfer practitioners. Of other relevance is the National Patent Office (in case of Romania, [OSIM – State Office for Inventions and Trademarks](#)), especially if there is a goal to protect the IP in just a country or a series of countries. Geographical protection coverage for IP is a crucial element to be known, as filings in different countries require different elements and have their own timelines.

Phase 2: Market opportunity evaluation

Once an idea is identified, the TTOs core responsibility is to investigate its potential technological and commercial viability. The outcomes at this stage include a business case supported by financial analysis, market strategy and prospective licensing agreements.

During this phase, it’s important for the TTO to facilitate the connection between the research team and needed expertise, this includes not only access to general technical and commercial expertise, but also access to industry partners who can provide important feedback on product feasibility.

During this phase, the TTO will also be responsible for taking the lead on invention disclosure, international patent applications and, ideally, the provision of PoC grant funding.

TTOs can approach the market opportunity evaluation in two parts: technical viability and commercial viability. The relevant “readiness levels” can be used as a type of toolkit to facilitate this process.

Box 7. Market opportunity

A tool for TTOs to assess both technological and commercial readiness is provided, as an interactive file, by the [New York Energy Research and Development Authority](#).

Technical viability

TTOs should use the accepted Technology Readiness Levels (TRL) as a measurement scale when evaluating the maturity of inventions. TRLs are presented on a scale from 1 (lowest) to 9 (highest).

Figure 6. Technology readiness levels

TRL	Description
1	Basic principles observed
2	Technology concept formulated
3	Experimental proof of concept
4	Technology validated in lab
5	Technology validated in relevant environment
6	Technology demonstrated in relevant environment

7	System prototype demonstration in operational environment
8	System complete and qualified
9	Actual system proven in operational environment

Source: [European Commission](#)

Box 8. Alternative TRL scales

Please note, some other TRL scales have been proposed by the Indian Biotechnology Industry Research Assistance Council ([BIRAC](#)) for different thematic areas such as artificial intelligence, drugs, vaccines, and medical devices.

Commercial viability

Once the TRL is defined, the next step to consider is the positioning in terms of commercialization—the real need for that innovation. Hence the Commercial Readiness Level (CRL) in nine stages as well. While TRL is more objective, CRL is more subjective. It requires an in-depth analysis of the market to properly assess the maturity level. The three core questions CRL addresses are¹⁴:

- What technical risk is associated with building my technology and what will be my revenue model?
- Is there enough market and demand to develop my technology?
- On completion, will it successfully generate revenue?

¹⁴ From <https://ipactive.com.au/how-ready-are-you/>

Figure 7. Commercial readiness levels

CRL	Description
1	Hypothesis needs market validation
2	Market size/competitive analysis
3	Problem/Solution Validation
4	Validate Money and IP Strategy
5	Validate Product/Market Size
6	Low Fidelity Prototype
7	Deploy and Validate at Scale
8	Validate Scaling Process
9	Validate Implementation Plan

Source: [ARPA](#)

Phase 3: Mobilization

After developing an initially acceptable business case, the TTO must support research teams to further develop their market analysis to make a mobilization decision. The innovating teams will need to reach a more detailed understanding of their business case using the business model canvas. Based on this outcome, the TTO can decide how to proceed with the invention.

Business model canvas

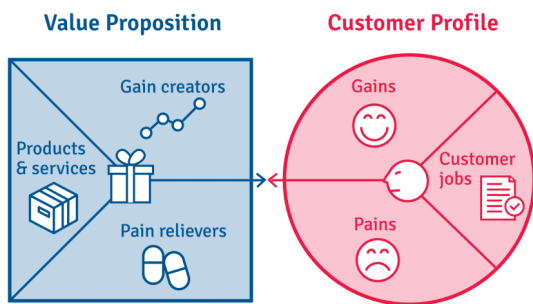
The business model canvas is a visually effective tool may be used by TTO managers to map all aspects of their endeavour in the tech transfer office. The canvas can also be used by entrepreneurial researchers to identify the commercial potential of their

innovation. It is a tangible format, easy to use and understand, that is most effective when the innovation is crystallized and ready to prove feasibility. An example business model canvas is included in annex 2.

As a management tool that stems from a prior understanding of stakeholders (see here the previous chapter) and the value proposition, the canvas helps to define how the organization will plan to address the needs and wants of its stakeholders.

The value proposition canvas (see the figure below) links the products (in case of the TTO – the services offered) with the customer jobs (what each stakeholder wants to accomplish – what job needs to be done).

Figure 8. Value proposition canvas



Source: Strategyzer, 2022

Each stakeholder has specific “pains,” or elements that hinder the accomplishment of the want or need of the stakeholder—for instance, what does the PRO fear / consider a high risk for their current situation? Expected “gains” are also included—for

instance, what is the expectation in case of revenue / impact of the tech transfer?¹⁵ In response to the pains and the gains, the organization (in this case, the TTO) has pain relievers and gain creators respectively, as means to create value.

Combining the business model and value proposition canvases, TTOs can map important considerations as identified in the figure below.

Figure 9. TTO business model canvas building blocks

Business model canvas building block	Business model canvas specifics for the TTO - examples
Customer segments	<ul style="list-style-type: none"> - Industry (early-stage R&D) - Venture capital - Researchers – <i>for the TTO the researcher is a provider and a client (a beneficiary of the services provided by the TTO)</i>
Value propositions	<ul style="list-style-type: none"> - Facilitating knowledge exchange between different key partners i.e., academics and companies
Channels	<ul style="list-style-type: none"> - Website, Conferences, Personal contact - Eco-system (innovation agencies, funding bodies such as EC or national Funds, etc),

¹⁵ It is crucial in this case to decide the business model (as presented previously): is the PRO looking

at high revenue, high number of patents, social impact, etc.?

	<ul style="list-style-type: none"> - Fairs, professional networks, - Communication tools (newsletters, press, ...) etc
Customer relationships	<ul style="list-style-type: none"> - Good quality research, Personal contact
Revenue streams	<ul style="list-style-type: none"> - Research income for the academics – research contracts, collaborative or cooperative, for research teams - Consultancy income at department level - License income at board, department, and academic level - Sale of shares in spin-offs at board, department, and academic level - Institutional financial support (cash flow budget here-see below for costs)
Key resources	<ul style="list-style-type: none"> - Academics / Researchers – <i>for the TTO the researcher is a provider and a client (a beneficiary of the services provided by the TTO)</i> - TTO staff - Knowledge - Budget allocated from university - Public funds - Tools (information and IS, database, management, communication, procedures, network etc)

Source: Adapted from Tak & Sabidussi (2015)

Mobilization decisions

Once the state of the invention market potential is more clearly defined using the tools presented above, the TTO can determine how to proceed with the invention. The options include:

- Launch
- Accelerate
- Distribute
- Revisit
- Close

Launch

A very small number of invention disclosures will be judged as falling within the top priority for immediate attention and investment –the “Launch” category. These inventions will be those deemed to be ready for market and should be managed aggressively by the TTO in terms of investing in patent applications and seeking commercial partnership with industry or with venture-based start-up companies

For these inventions, all the following conditions are met:

- Technology is enabled or constructively enabled
- Patent protection available or copyrights are consolidated commercial market(s) identified
- Potential licensees/start-ups identified
- No unresolved conflicts or ownership issues.

In this case, the commitment of the TTO is to:

- Identify business development resources for start-up ventures wherever possible

- Fund initial patent application and/or pct filing
- Target commercial license completion within 6 months or
- License to accelerator for further business development

Accelerate

The second category, “accelerate”, is for inventions deemed to have significant potential but which require attention and investment on further development, PoC work, market assessment, patent strategy development, or related steps. Many university inventions appear promising but are very early in their development from lab to market – and thus the “Accelerate” designation should be one with a sizable portion of the invention portfolio falling within it.

For these inventions, all the following conditions are met:

- Technology is promising but may not fully be enabled
- IP protection likely to be available
- Commercial market(s) identified
- Potential licensees/start-ups may or may not be identified
- No unresolved conflicts or ownership issues

In this case, the commitment of the TTO is to:

- Fund initial patent application
- Actively market technology
- Look for PoC funding
- Assist in finding start-up, research, or development funds

- Target license completion within a clear timeline, with possible license options

Distribute

The “distribute” category is meant to describe those cases where an invention might not be patentable or might not merit a patent application – but where external entities, partners and customers might still like to make use of the subject invention.

For these inventions, all the following conditions are met:

- Technology is suitable for direct distribution to end users and may be a research tool or software/ digital media
- Patent protection not appropriate or necessary
- Rights can be consolidated within your university
- Licenses may be no cost or low cost as well as revenue generating

In this case, the commitment of the TTO is to:

- Develop end use license or transfer document
- Develop marketing materials
- Market/license directly or through on-line aggregating service like AUTM Global Technology Portal in the USA

Revisit

“Revisit” is the category where the invention is returned to the inventor – along with input into the types of questions or technology development steps the inventor should address to have the TTO reconsider whether to place the invention into a category where

definitive action and investment by the TTO are warranted.

For these inventions, all the following conditions are met:

- Disclosure is incomplete
- Technology is not yet enabled and needs more research
- Commercial assessment cannot be completed due to stage of development
- There are unresolved conflicts or ownership issues

In this case, the commitment of the TTO is to:

- Work with innovators for up to 12 months to assist them in resolving conflicts or enabling the technology
- May authorize provisional initial application only on an exceptional basis
- Revisit patentability in 6 months
- After 12 months, if issues unresolved, close

Close

Finally, “close” is the category for inventions which are found to have a fatal flaw with respect to their commercial potential. The invention may be considered unpatentable; it may have competing claims of ownership or inventorship which look difficult or impossible to resolve; or it may simply be one without an identifiable or reachable commercial market. These inventions should be identified as early as possible after their disclosure so that TTO resources are not wasted and so that the inventor is not left wondering why s/he has not heard from the

TTO as to the disposition or next steps with the submitted invention.

For these inventions, all the following conditions are met:

- Limited or no patent protection available due to novelty, utility, or obviousness concerns
- Enablement or enforcement issues
- Publication bar
- Ownership of copyright work cannot be established, or rights cannot be consolidated
- Technology has limited commercial potential—e.g., competition; no known application; no utility

In this case, the commitment of the TTO is to:

- Release rights to government, sponsors, inventors as required/desired and according to the local law and regulations
- Close case

Stakeholder Engagement

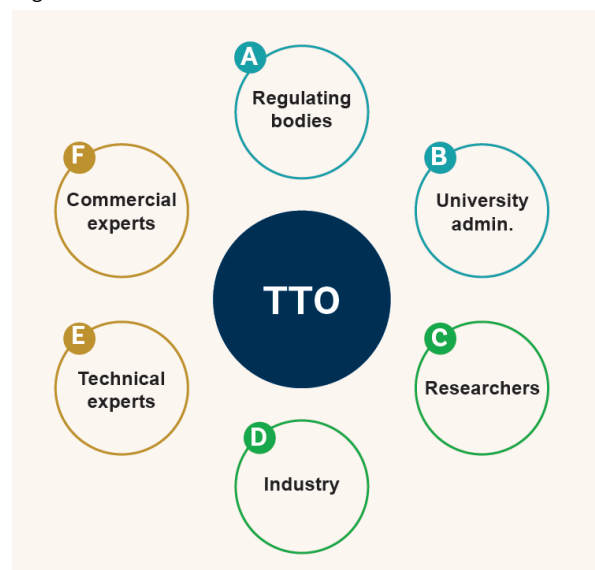
Topics covered in section—

- *Researchers understanding their communication roles*
- *Driving engagement*
- *Communication systems and procedures*

Many refer to technology transfer as a “contact sport” given the high level of interaction required—and TTOs are at the centre of this coordination. TTO personnel bridge the faculty and research communities

with other key players (see figure 10). Thus, a critical success factor for TTOs is to develop ties, partnerships, engagement channels, and other information sharing strategies among all crucial stakeholders.

Figure 10. TTO stakeholders



Source: WB's own analysis, 2022

When most successful, stakeholders manage to have all stakeholders acknowledge their roles and really be champions for innovation. This can be accomplished by ensuring researchers are aware of their own communication responsibilities and driving engagement with the ecosystem at large. TTOs can strengthen their communication roles by implementing the relevant systems.

Communicating with researchers

Researchers are the engine to research-based innovation ecosystems, and they are the stakeholder whom TTOs must connect to all others. As such, TTOs should ensure inventors are educated and aware of their

roles and responsibilities in these processes. In doing so, they should develop a close, transparent, and two-way communication channel between inventor and

It's critical for inventors to remain familiar and diligent about when to disclose an invention; to coordinate and communicate with the TTO around their potential publication(s) to protect patent positions; and to partner effectively with the TTO in the invention evaluation, market assessment, and commercialization planning processes inherent in effective tech transfer 2.0 processes.

The TTO should encourage researchers to:

- Communicate with the TTO about research findings which may have commercialization potential or societal impact (such as environmental, social, etc.)
- Disclose and protect their invention(s) before publishing
- Provide high quality science, within the methodological state of the art
- Identify publications and patents of closest competitors
- Share contacts, networks, and information about aligned industry initiatives and research programs

Driving engagement

To properly engage stakeholders, a TTO must set proper foundations of trust and

communication.¹⁶ In order to do so, TTOs can ensure:

- Proper identification of all stakeholders and their needs and wants
- Clear procedures and concepts
- Proper “customer” service – it’s the little things: ease of use and access to information and communication
- Proper opportunity assessment, investment management and project execution
- Transparency
- IP Management systems are in place

Once the foundation to the relationship with the stakeholders is set, the growing stage of the interaction is also crucial. For that, the following aspects are essential:

- The proper identification from the IP policy of the role of the researcher / inventor in managing “pre-disclosure” IP.¹⁷
- The correct dissemination of information regarding the IP policy/ patenting procedures
- An important element to consider and to disclose to the stakeholders is the length of the process: it may take several years until a patent is issued, and the other steps of the process as lengthy as well. Another critical component of a useful process is the designation and publicizing of time frames in which the TTO will attempt to make a commitment to reach

initial decisions in its commercialization readiness assessment.

General communication efforts can be strengthened by several best practices, including:

- Advisory committee or board can be effective mechanism for advocacy, guidance, and expertise
- Creating and/or partnering with entrepreneurial eco-system is key to success
- Communicate about your successes and your challenges.
- Create a buzz around the TTO
- Networking regionally, nationally, internationally through [ASTP](#), AUTM, or other professional organizations.
- Bookmark the TTO Circle Community ([TTO Circle](#))
- Fostering of word-of-mouth advertising of the TTO by supporting researchers and beneficiary companies to communicate the successful interaction with the TTO
- Identifying knowledge transfer champions (enthusiasts) within the community of the PRO and fostering a functional network of these champions
- The constant interaction with stakeholders: the impact of “together:” from pursuing research opportunities to starting companies and facing the challenges of commercialization.

¹⁶ Adapted from <https://techtransfercentral.com/marketplace/distance-learning/bptto/>

¹⁷ For details about the setting up of an IP policy, refer to Annex 1.

Communication systems and procedures

Beyond facilitating conversations between industry players, TTO should also have smooth internal management processes and the access to standard, pre-approved two-way agreements, such as confidential disclosure agreements (CDA's or non-disclosure agreements (NDAs)) and materials transfer agreements (MTA's).

Particularly at the creation of a structure, the procedures must be developed, with two operational aspects in mind. Firstly, these procedures are to be used by current staff (to ensure consistency and reduce the risk regarding the performance of rarely used procedures and tools) and by new, transitioning, or temporary staff.

Lastly, the Standard Operating Procedures (SOPs) are of use to the institution management and other stakeholders, to provide a holistic view of the organization, zoom-in details when needed and provide agility in change management.

Without SOPs, communication with all stakeholders could pose various challenges, including:

- General quality of communication
- Data integrity
- Backlogs (the timeline provided by the TTO may not be respected)
- Failure to meet deadlines

- Compliance issues
- Productivity decreases
- Staff is dissatisfaction
- Diminished reporting capacity leading to a faulty decision-making process
- Perception of TTO as disorganized and stakeholder trust harmed
- Loss of interest from clients, negatively influencing revenue

Given the importance of SOPs for high-quality stakeholder engagement, special care must be paid to building proper SOPs.¹⁸ This requires TTOs to:

- Understand scope, roles, institutional organization
- Understand IP software and database design
- Develop and prioritize list of SOPs
- Refine actual procedures
- Decide on a format and develop template
- They should be user friendly, preferably have searchable content with links among sections and external sources
- Preferably with bullets and graphics
- User accessible
- Plan for access and maintenance

Box 9. Knowledge transfer training materials

[ASTP](#)—the European professional association for Knowledge Transfer professionals is the professional technology transfer professional development and networking organization in Europe. Its focus is to provide outstanding

¹⁸ https://www.fuentek.com/wp-content/uploads/Fuentek-SOP-webinar-handout_2019-09.pdf

training and practice exchange among knowledge transfer professionals, and to develop advocacy for the profession towards policy makers and sponsors such as the European Commission. It also organizes educational and networking events promoting best practices for knowledge and technology transfer.

Final Remarks

Public Research Organizations (PROs) have the opportunity to play an important role in local innovation and regional economic development by building their knowledge transfer capacity. When considering whether or not to establish a TTO, PROs should keep in mind the ways in which TTOs have moved beyond their traditional intellectual property protection-oriented roles to a more holistic approach that supports commercialization more generally. Whether establishing a new TTO or upskilling an existing dedicated unit within the organization, this guide serves to orient organizations from a TTO1.0 oriented approach to that of a TTO2.0 orientation. As such, PROs can be sure to master and move beyond their traditional TTO1.0 invention disclosure and protection roles towards honing the technical and commercial support capabilities offered by the TTO2.0.

As part of these efforts, potential new TTO organizations should start by understanding their role within their local contexts. Strategic visions and priorities must consider the local needs and the institution's resources to help fill gaps in the research-based innovation ecosystem. Similarly, the design should optimize for resource utilization by considering the tradeoffs of stand-alone and networked TTO models.

After defining strategic priorities in line with local stakeholder needs will TTOs be able to define their business models and procedures most effectively. There is no one-size-fits-all

approach, and organizations should identify the most effective ways to lead their inventor teams through idea inception, market opportunity evaluation and mobilization. This includes designing disclosure forms, data management systems and patent application procedures. In addition, supporting the inventor teams to access technological and market feasibility unlocks the ability to make mobilization decisions around each idea.

Throughout these processes, TTOs should maintain their principal role as a coordinator between innovation ecosystem stakeholders. With success, the number of interactions between players will significantly increase and natural collaborations between traditionally divided players will take place. Ensuring inventor teams have early access to industry players to validate feasibility and collect valid data for market studies is vital.

TTO personnel should remember that catalyzing a research-based innovation ecosystem takes time. Starting small—or even working through networked arrangements—can help build capacity among multiple institutions while demand for TTO services continues to grow. PROs should take a “long-view” on TTO capacity development, recognizing the benefits it will surely offer in the form of talent attraction and grant funding, for example. Dedicated and patient effort will unlock the practical application and societal benefits of inventions often trapped inside labs.

Annex 1: Guide to Draft an Intellectual Property Policy for Universities and National Research Institutes in Romania

Introduction

This Guide to Draft an Intellectual Property Policy for Universities and National Research Institutes in Romania (“**Guide**”) aims to allow your institution to identify and draft the right Intellectual Property (**IP**) Policy to suit the type of research work generated within the normal course of activity of your University/ National Research Institute (**NRI**).

The Guide focuses on both how to secure initial protection, as well as its subsequent exploitation. Its aim is to nurture an IP – aware culture within your organization and provide minimum guidance on how to deal with IP and IP Rights (IPRs). This document is drafted for the use of the technology transfer offices (**TTO**) or similarly designated departments at the level of your organization to guide you through the process of enhancing their technology transfer practice. To this end:

1. Section 1 includes an overview of the IP protection systems available in Romania. It also gives some directions to help identify the type of works that are usually generated at your University/ NRI level and what would be the likely suitable protection for them;
2. Section 2 provides some directions to identify the subjects (**Subjects**) likely to be creators of IP work subject to the IP Policy (**Relevant Works**); *and*
3. Section 3 includes some guidelines to help determine who owns ownership over the Relevant Works’ IP; *while*
4. Section 4 deals with a miscellanea of aspects usually relevant within an IP Policy;
5. Finally, Section 5 presents the general framework to commercialize Relevant Works and the Intellectual Property Rights (**IPRs**) related to them via various types of agreements such as, licensing agreements, assignment agreements, work for hire agreements, equity deals or other revenue deals for the University/ NRI to consider;
6. In addition, the Appendices to this Guide contain several samples of the most common document drafts used while applying the IP Policy. When appropriate, suggestions for wording of several IP Policy’s sections have also been reflected in *italics* within the document’s body.

Ideally, going through these steps shall allow your organization to identify the core elements of your IP Policy and begin drafting it. However, **this Guide does not represent legal advice. It is highly**

recommendable for IP Policies to be drafted with the support of the legal department or an external counsel, taking into consideration the specifics and relevant stakes for your University/ NRI.

Section 1. What is an IP Policy and why do you need it?

The IP policy for a PRO (public research organization) is a formal document, usually part of the regulatory framework of the organization, governing the generation and management of intellectual assets and relevant intellectual property rights at the level of the PRO. It deals typically with ownership and right to use the IP, procedures and guidelines for profit sharing, cooperation and acknowledgment of third party and third party IP rights. It is a cornerstone of successful commercialization of IP, as it sets the general rules for all actors and stakeholders in the PRO in which regards the identification, evaluation, protection, and management of IP.

As part of the regulatory framework of the organization, the IP policy is in the hands of the decision makers (top management), while the subordinate departments and offices are tasked with its implementation. Normally, the lead in the implementation of this policy is taken by the TTO, with support from other organizational substructures (such as the Financial Department or the Legal Office).

This IP Policy aims to:

- i. Help Universities/ NRIs identify relevant IP, undergo all steps to obtain protection and commercialize it.
- ii. Incentivize creators from the research and development sector.
- iii. Encourage IP – awareness at the level of Universities and NRIs.

1.1 What is IP and what are IPRs?

Intellectual Property (IP) - refers to creations of the human mind (*intangible*), such as inventions, literary and artistic works (including computer programs and scientific work), symbols, images and designs used in commerce (see for reference [WIPO](#), [WTO](#) definitions).

Intellectual Property Rights (IPRS) – refer to the rights¹⁹ that creators (such as authors, inventors, designers, etc.) or other parties may have in relation to the creations of the human mind.

¹⁹ For the purpose of this Policy, we would also refer as being included in this category any other form of exclusivity exercised over the works of the human mind (although not legally defined as “right”) such as the exclusivity granted by keeping the Relevant Work a trade secret.

1.2 Step 1 in developing an IP Policy: Identify the type of work usually subject to IP Protection²⁰

Note: This Section briefly presents the main categories of works subject to IP protection. It intends to provide an overall view on the main types of human mind creations relevant for IP purposes and to help your University/ NRI identify which of the works generated at your level are relevant to be dealt with in an IP Policy. While reading the categories of work - tick the box if you find the category relevant for the specifics of your activity. Once such works identified, a brief insight on their IP protection legal regime and some guiding resources are also provided.

Tick here	Works	Available IP Protection	
	Literary, artistic, and scientific works of the human mind,	Copyright & Neighboring Rights ²¹	Trade Secret
	<p>Description: irrespective of the way they are expressed, their value or destination.</p> <p>= a work that is the own intellectual creation of the author (original) and is fixated in a certain form.</p> <p>Examples:</p> <ul style="list-style-type: none"> - literary and journalistic writings, lectures, sermons, pleadings, addresses and any other written or oral works, and also computer programs; - scientific works, written or oral, such as presentations, studies, university 	<p>No registration required to obtain protection through copyright of a Relevant Work. Protection is granted upon creation of the work.</p> <p>In some cases, registering with the Romanian Office for</p>	<p>In order to protect a Relevant Work as trade secret²³ – that information needs (i) not to be generally known or easily accessible to the relevant public dealing with that information; (ii) have a commercial value deriving out of its secrecy; (iii) have been subject to reasonable measures of protection from the part of the person holding the legal</p>

²⁰ Where in doubt on whether a certain work is IP protected – please also consult open access resources on the general IP regime in Romania, such as: <https://orda.ro/educatie-si-pi/materiale-educationale-ompi/>; <https://orda.ro/wp-content/uploads/2022/02/Informatii-de-baza-despre-PI-pentru-cadre-didactice.pdf>.

²¹ E.g. of Neighboring Rights: the rights of those interpreting the work, rights of the producers, rights of database owners, etc.

²³ Law 11/1991 on fighting unfair competition and Emergency Government Ordinance 25/2019 on protecting know-how and business-related information that represent trade secret against the unlawful acquisition, use, unlawful disclosure, as well as amending and modifying some normative acts.

<p>textbooks, school textbooks and scientific projects and documentation;</p> <ul style="list-style-type: none"> - musical compositions (with or without words); - dramatic and dramatic-musical works, choreographic and mimed works; - cinematographic works and any other audiovisual works; - works of three-dimensional art such as: works of sculpture, painting, drawing, engraving, lithography, monumental art, stage design, tapestry, ceramics, glass and metal shaping, and also works of art applied to products intended for practical use; - works of architecture, including sketches, scale models and the graphic work that constitutes an architectural project; - three-dimensional works, maps and drawings in the field of topography, geography and science in general. - “derivated” works, such as: translations, adaptations, annotations, documentary works, musical arrangements, compilations, encyclopedia, etc. <p>NOT protected through copyright:</p> <ul style="list-style-type: none"> - Ideas, theories, concepts, procedures, functioning methods, scientific discoveries, mathematical concepts, inventions; - Official political, legislative, administrative, legal texts and their official translations; 	<p>Copyright (ORDA)²² may be required by law subject to administrative sanctions (this is the case for phonograms, videograms or computer programs).</p>	<p>control over the information).</p> <p>In this regard, having Non-Disclose Agreements (NDAs) in place is strongly recommended to protect the secrecy of the information.</p> <p>Distinct from copyright and other protection systems, trade secret can protect:</p> <ul style="list-style-type: none"> - Ideas (by keeping them secret), scientific discoveries, etc.; - Algorithms; - Data and facts (by keeping them secret); <p>Trade Secret can protect any type of information, including know-how.</p> <p>However, Trade Secret does not offer protection for legitime ways to acquire the secret information, such as by reverse – engineering and by reaching it in an independent manner.</p>
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²² Government Ordinance 25/2006 on strengthening the administrative capacity of ORDA.

<ul style="list-style-type: none"> - Official signs of the state, of organizations and authorities; - Payment methods; - News and press information; - Mere facts and data. 		
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Tick here	Works	Available IP Protection	
	Inventions - technical creations of the human mind in the form of machines or processes that are a solution to a technical problem.	Patents²⁴	Trade Secret
	<p>These categories are deemed as non – inventions (they are too abstract):</p> <ul style="list-style-type: none"> - scientific discoveries or theories; - mathematical methods; - esthetic creations; - plans, principles and methods related to mental activities; - gambling, economic activities; - computer programs (per se – although computer programs that imply a supplementary technical effect or are part of a computer implemented invention may be patentable); and 	<p>Protection is granted upon undergoing an administrative procedure²⁵ for obtaining a patent if (in principle) you are the first to file the request with the State Office for Inventions and Trademarks (OSIM). This procedure implies</p>	<p>Any invention can be protected by keeping it a secret and not disclosing its technical description.</p> <p>NDA's are once more recommendable in this case.</p> <p>However, should your organization wish to commercialize the product resulting from an invention/ the process that is the invention - such invention will become</p>

²⁴ A patentable product type invention (not a process) will also meet the requirements for protection with utility models. Both patents and utility models protect invention – the only difference being that patents require an inventive leap, while utility models ask for the invention to only exceed the level of average professional skill.

²⁵Please see a Guide issued by OSIM: <https://osim.ro/informatii-de-baza-inventii/inregistrarea-cererii-de-brevet-de-inventie>;

<p>- presentations of information.</p>	<p>publishing the invention.</p> <p>In order to be patentable, an invention needs to:</p> <ul style="list-style-type: none"> - be novel; - imply an inventive step in comparison to the state of the art in technology; <i>and</i> - be capable of industrial application. <p>The invention's novelty is protected by keeping the invention secret.</p> <p>Any person that finds out about the invention and is not bound by confidentiality will destroy novelty and block patentability.</p> <p>Use of NDAs is strongly recommended in</p>	<p>public, and anyone can observe it.</p>
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	what regards all information related to an invention.	
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Tick here	Works	Available IP Protection	
	Inventions that only exceed the level of average professional skill (and not necessarily that of an inventive leap) ²⁶ .	Utility Models	Trade Secret
	<p>Usually, less “innovative” inventions than those protected by patents.</p> <p>No utility model protection can be granted to:</p> <ul style="list-style-type: none"> - dog and plant breeds; - biological materials; - a chemical or pharmaceutical product; or - a proceeding/ a method. 	<p>Obtaining a utility model protection implies following a simplified administrative procedure²⁷.</p> <p>No proof of inventive step required.</p>	<p>Similar to patentable inventions, these less “innovative” inventions may also be kept a secret and protected through trade secret.</p>

²⁶ Law 350/2007 on utility models.

²⁷ <https://osim.ro/informatii-de-baza-inventii/modele-de-utilitate/ghid-inregistrare-model-de-utilitate>.

Tick here	Works	Available IP Protection		
	<p>The appearance of a whole or a part of a product resulting from the features of, in particular, the lines, contours, colors, shape, texture and/or materials of the product itself and/or its ornamentation</p>	Registered Designs	Copyright	Trade Secret
<p>- 2D (drawings) and 3D (models). Examples: fashion patterns, product shapes – if they do not have a certain shape/drawing for exclusive technical reasons</p>		<p>An administrative procedure²⁸ needs to be pursued to obtain protection</p> <p>In order to be registered, the design needs to:</p> <ul style="list-style-type: none"> - Be new (reasonably unlikely to be known by the specialized public in the relevant European Union sector for that design) – the confidentiality 	<p>As they are both concerned with esthetic creations, copyright and registered designs can overlap.</p>	<p>2D drawings and 3D models can also be kept a secret (for example – before starting to commercialize them or filing for a registered design).</p>

²⁸ <https://osim.ro/intrebari-frecvente/desene-si-modele>

	<p>is not as strict as for patents;</p> <ul style="list-style-type: none"> - Have a distinctive character. 		
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Tick here	Works	Available IP Protection
	<p>Signs applied on certain products/ services capable of distinguishing the goods or services of one enterprise from those of other enterprises.</p>	<p>Trademarks</p>
	<ul style="list-style-type: none"> - Words; - Names; - Drawings; - Letters; - Numbers; - Colors; - Figurative elements; - Product form and product package, sounds. 	<p>In order to register a trademark, the sign needs to:</p> <ul style="list-style-type: none"> - be likely to be subject to a form of representation (not necessarily graphical one). - be available (not to be used on that category of products/ services in light of the NISA classification). <p>Administrative procedures should also be pursued to obtain protection²⁹.</p>

Note: Based on the responses provided by your organization in this Section, you will be able to identify the types of works subject to the IP Policy – as detailed per Section 1.3 below.

²⁹ <https://osim.ro/depuneri-online-marci/ghiduri>.

1.3 Which are the Relevant Works for your IP Policy [considering the categories identified as per Section 1.2]?

Sample wording for construing the subject matter of your IP Policy:

*This Policy applies to: [Each University/ NRI should identify the works most likely to result in relation to its activity as per Section 1.2.: literary, artistic, and scientific works/ inventions/ the appearance of a whole or a part of the product/ signs applied on certain products, etc.]³⁰, as well as any other creation of the human mind and information which may fall under the “trade secret category” generated/obtained with the use of the organization’s resources, in relation to the organization’s activity, by the employees or collaborators of the organization, or under the coordination of the organization’s staff (herein referred to as **Relevant Works**).*

Sample wording for Definitions:

“with the use of the organization’s resources” – refers to both tangible and intangible types of resources of the University/ NRI, such as: any information (including know-how) obtained from lectures, presentations, conferences, access to infrastructure (laboratories, databases, etc.), and other forms of information/ knowledge held in your organization’s registrars, libraries or other data bases or by the University’s employees and/ collaborators. For a work to be considered to have been generated “with the use of the organization’s resources” it does not have to rely exclusively on the University/ NRI’s resources.

“in relation to the organization’s activity” – refers to all types of works that are the explicit or implicit result of performing a task, aiming for an objective or desired outcome by your organization or that are undertaken by your University/ NRI as such. E.g.: tasks provided in some contracts, projects undertaken by the University/ NRI or University/NRI teams, homework/ presentations or any other type of work that employees, students, postgraduates, collaborators, etc. have been assigned or voluntarily undertaken in relation to their activity with the University/ NRI;

“by the employees or collaborators of the organization” – including all employees and collaborators of the University (regardless of their form or contractual type of collaboration) without limitation to researchers or those specifically assigned a creative task. This point should be read in conjunction with point [...]. (e.g.: a financial director with no creative task mentioned in his employment agreement may use the know – how acquired during the past 4 years of his work at University by accessing the University’s library to develop an invention or write a novel);

“under the coordination of the organization’s staff” – including third – parties that work under the coordination of the University’s/ NRI’s employees, students, postgraduates, collaborators, etc.

³⁰ Universities should also mention teaching materials such as lectures, presentations, etc.

Note: By filling in/ adjusting this sample drafting you will be able to draw the *scope* of your organization’s Intellectual Property Policy. Kindly note that Relevant Works for the purpose of the IP Policy are not necessarily works where the IP belongs to the University/ NRI, but rather works in which it is likely for the University/ NRI to have a stake in or should be monitored to ensure protection of the University/ NRI interests.

Section 2: Who can generate IP subject to this Policy?

Potential Creator	Tick if YES
Employee	
Student (Bachelor, Master PhD)	
Postgraduate	
Collaborator	
Past Employee, Past Student, Past Collaborator (for a period of 2 years following the end of their relationship with the University/ NRI)	
Third Party	
Mixed Team (employees, students, collaborators of your organization and those of other Universities, NRIs or third party organizations)	

Sample wording: *This Policy applies to:* [Employees – researchers, academics and administrative staff, Students, including Bachelor, Masters and Doctoral ones, as well as students of other Universities in secondment; Postgraduates; Collaborators; Past Employees, Past Students and Past Collaborators for a period of 2 years following the end of their relationship with the University/ NRI, Third Parties, members of mixed Teams of employees, students, collaborators of the organization and those of other undertakings] – *who are bound by the terms of this IP regime construed under this Policy, undergo all duties deriving out of and benefit of the rights provided by this Policy.*

Note: This Section will allow your organization to identify the categories of persons subject to this Policy (**Subjects**).

Recommendation: this Policy should be an annex to any contractual relationship with the Subjects.

Section 3: How do you determine ownership and other rights over IP Works?

In principle, the ownership over IP Works may be determined as follows:

Type of Work	<p>Was the work created by one of the categories mentioned in Section 2</p> <ul style="list-style-type: none"> - with the use of your organization’s resources; - in relation to your organization’s activity or the Subject’s role at the University/ NRI; - by the employees or collaborators of your organization (either in relation to a task granted to them or as a result of the know-how and resources made available to them); or - under the coordination of your organization’s staff? <p>(thus being a Relevant Work in the sense of this IP Policy?)</p>
	<p>If YES: Please follow the next steps to determine ownership and other IPRs in relation to the Relevant Work:</p>
	<p>Is there a distinct IP clause in the agreement between the Creator and your organization (such as employment agreement, collaboration agreement, studentship agreement etc.)?</p> <p>[See for example Appendix 3]</p> <p>Note: Contractual provisions, when in place and valid, supersede the application of the general legal regime or of the IP Policy on any contradictory aspects. For the rest, contractual provisions shall be read in conjunction with the present IP Policy and the applicable legal regime.</p> <p>Recommendation: Review the agreements currently in place and seek legal advice whether they should be amended with relevant IP clauses and references to this Policy.</p>
Copyright subject matter	<p>If NOT, the following regime shall apply:</p>
	<p>The current legal regime provides that copyright belongs to the Subjects (as authors) when the Relevant Work falls within the scope of work of an employment agreement or a work – for – hire agreement concluded between your University/ NRI and the Subjects.</p> <p>In order for the IP ownership to belong to the University/ NRI a specific assignment clause in favor of your organization needs to be added to the relevant contracts having the following mandatory elements:</p> <ul style="list-style-type: none"> - the type of IPRs (except for moral ones) that are subject to assignment;

	<ul style="list-style-type: none"> - the mode of utilizing each of the assigned IPRs; - the period of time for which each IPR is assigned; <p>Sample drafting recommendation in favor of your University/NRI:</p> <p><i>The assignment last for the entire duration of protection provided by the copyright.</i></p> <ul style="list-style-type: none"> - the territorial ambit for each assigned IPR (such as worldwide, national, etc.). - the Subject’s remuneration. - Mention with regards to its exclusive / non-exclusive character is recommendable. Otherwise, it is presumed non-exclusive. <p>Recommended scope for the application of the assignment clauses in favor of the University/ NRI:</p> <ul style="list-style-type: none"> - when the Relevant Work arises from the scope of work of the Subject’s employment agreement, collaboration agreement, studentship agreement or any agreement that implies the creation of copyright subject matter within its scope of work (implicit or explicit).³¹ - When the Relevant Work arises in relation to a project funded by your University/ NRI or through your University/ NRI (grants included) or in relation to a sponsored project, research contract, secondment, or it results from the scope of work of any other form of agreement that your University/ NRI is paying for. - When The Relevant Work resulted from a project involving co-authors that has been initiated, coordinated and under the responsibility of the University/ NRI.
<p>Patent subject matter</p>	<p>If the inventor is an <u>employee</u> of the University/NRI:</p> <p>The IP ownership belongs to the University/ NRI in the following cases:</p> <ul style="list-style-type: none"> - the work falls within the definition of a Relevant Work; <p>As per the wording of the law: the invention was either part of the scope of work of the individual employment agreement or resulted during the employment or 2 years following termination of the employment agreement by knowing or using (although not exclusively) the employers’ know-how, the employers’ resources, as a consequence of the professional</p>

³¹ This is a more favourable provision than that of article 45 of Law 8/1996.

training for which the employer paid or by using information resulting from the employer’s activity or shared by the employer.

and

- **the University/ NRI claimed the invention;**

Your University/ NRI, as employer, has the right to determine whether an invention is a “work invention” (that would allow your organization to claim ownership) or a “free invention” of the Subjects.

The term to make such determination and claim the Relevant Work as a “work invention” is of 4 months as per the legal provisions or any other longer period provided in the internal regulations of the employer).

When the Relevant Work arises from the scope of work of the employment agreement and has been claimed by the University/ NRI, the employee shall be entitled – in addition to the salary received – **to a quota of 30% of the revenues resulted from the exploitation of the invention**³².

*If the inventor is **NOT** an employee of the University/NRI, being a student, collaborator or third party outside any employment relationship with the University/NRI:*

The IP ownership belongs to the University/ NRI only if a specific assignment clause is in place.

Recommendation: the assignment clause may apply in the following cases:

- the Relevant Work arises from the scope of work of a collaboration agreement, studentship agreement or any agreement that implies research and development in its scope of work (implicit or explicit) in view of developing a solution to a technical problem³³.
- the Relevant Work arises in relation to a project funded by the University/ NRI or through the University/ NRI (grants included) or in relation to a sponsored project, research contract, secondment, or it results from the scope of work of any other form of agreement that the University/ NRI is paying for.

³² Article 11 of Law 83/2014 establishes a minimum quota of 30% to be provided to the employee of the public entities (legal persons) whose object of activity is research and development.

³³ This is a more favourable provision than that of article 45 of Law 8/1996.

	<ul style="list-style-type: none"> - the Relevant Work is also the result of the use of the University/ NRI’s resources, including the case in which the work was developed outside the scope of work or in the private time of the inventor; <p>In these cases, we recommend that the Subject is entitled to [amount] quota of the revenues resulting from the exploitation of the invention. Not mentioning the remuneration of the Subject will make the assignment a donation – subject to more strict formal requirements.</p> <p>Upon request, the University/ NRI shall grant the inventor a free license to use the invention in the inventor’s field of research/ education.</p> <p>Although the law does not specifically provide criteria for setting up the remuneration in case of a non-employee who assigns rights to an invention or to a patent, in order to keep proportionality and fairness and incentive the non-employee inventor, we recommend using the same criteria as the ones provided for employees.</p> <p>Note: Assignment can regard patentable inventions both prior to patent being obtained or after the patent was issued.</p>
Utility Model subject matter	A similar regime as that of patentable inventions shall apply.
Design subject matter	If the University has a contract with a Subject regarding the creation of a design (either employment or work – for - hire), then the University is the owner of the rights over the design.
Trademarks	Your organization’s ownership over a trademark is achieved by filing a trademark application with the OSIM.

In case of mixed teams of researchers, students, or other employees and collaborators, as well as in the case of ex-employees, co-ownership may occur with your organization sharing ownership over the IP Work with other organizations or third-party entities.

Note: This Section shall construe, albeit in general terms, the legal regime applicable to ownership of IP Works relevant for your organization.

Section 4: Miscellaneous Provisions for this IP Policy

4.1 Limits of the IP Policy

Sample wording: *The present IP Policy shall not affect third parties' IPRs over Relevant Work or elements of the Relevant Work. Where case may be that the contribution of third parties also resulted in the creation of the Relevant Work, a co-ownership between the University/ NRI or the Subject (depending on who holds the IPRs over the Relevant Works)*

4.2 Record Keeping

Sample wording: *The Subjects and the Universities/ NRI shall keep clear and accurate records in relation to the IP of any Relevant Work, including notes, drawings, and presentations – all dated, sufficiently detailed, and safely kept.*

4.3 Disclosure and Mutual Cooperation

Sample wording:

- A. *The Subject shall duly inform the Universities/ NRIs of the existence of any Relevant Work. Any third – party contribution shall be disclosed immediately, as well as in what it consisted of.*
- B. *Both Universities/ NRIs and the Subject are bound by confidentiality until the Relevant Work becomes available to public, either through administrative proceedings or by rightful publication. To this end, both Universities/ NRIs and the Creator will make sure that there are Non-Disclosure Agreements in place with any person that gets in contact with the Relevant Work, prior to such contact.*
- C. *Both Universities/ NRIs and the Subject undertake to cooperate to obtain legal protection by mutual exchange of information and data on the Relevant Works and undergoing all the procedures and steps to obtain protection for the Relevant Work.*
- D. *When IP belongs to the Universities/ NRIs, the Subject undertakes to transfer all relevant documentation related to the IP.*
- E. *Both Universities/ NRIs and the Subjects undertake to mutually inform one another of any commercialization perspectives for the Relevant Works. In those cases where there is a quota of the commercialization revenues applicable either in benefit of the University/ NRI or the Subject, the other party shall allow full disclosure on the record related to those sales on a [monthly]/ [every 6 months] [annual] basis.*

4.4 Uncertainty over ownership or value

Sample wording: *If the Subject is uncertain whether a work falls within the definition of Relevant Works or what the value of the IP is - it shall promptly inform the TTO personnel of this case. If no consensus is met, an amicable solution shall be attempted before [a competent appointed body of the University/ NRI].*

4.5 Incidents and Disputes

Sample wording: *Any dispute in relation to or in any way connected to the IP Rights over a Relevant Work shall be settled by the [jurisdiction] Tribunal. All students, employers, collaborators and the University/ NRI personnel shall inform the TTO of any breach of the IPRs over a Relevant Work.*

4.6 Governing Law

Sample wording: *This Policy is governed by Romanian law.*

Section 5: How to Commercialize IP Works and the IPR related to them?

Upon notification from a Subject to the designated person of the University/NRI with regards to a Relevant Work being created or finalized, the University/NRI shall determine as soon as possible how to best protect the IP of the Relevant Work and what possibilities are to effectively commercialize it in the relevant industry.

Note: Negotiations and maintaining a strong network relationship with the private sector play a core importance in the Universities/ NRIs' success in commercializing your IP. In addition, smooth, clear, and transparent procedures are needed.

5.1 Licensing Agreements

License Agreements allow the owner of the IPR (your organization or the Creator) to grant a third party the right to use the Relevant Work. **It is important to emphasize that through this type of commercialization, the University/NRI remains the owner of the IP it owns and only grants a right to use the Relevant Work.**

Its core elements should contain:

- Whether it is exclusive (only 1 licensee) or non-exclusive (more licensees can co-exist at the same time);

- The period in which the licensee is granted the right to use the Relevant Work;
- The territory for which the license is granted;
- The royalty to be paid by the licensee;

The revenues derived from licenses shall be shared between the Subjects and the University/ NRI according to the IP Policy.

If possible, non-exclusive licenses are always preferable, for a royalty set in the IP Policy – capable to incentivize strengthening the cooperation between Universities/ NRIs and the private sector.

5.2 Assignment Agreements

Assignment Agreements imply the transfer of the IPR ownership from the owner (assignor) to the assignee for a certain price.

An Assignment Agreement shall include the following core elements:

- the type of IPRs (except for moral ones) that are subject to the assignment;
- the mode of utilizing each of the assigned IPRs;
- the period of time for which each IPR is assigned;
- the territorial ambit for each assigned IPR (such as worldwide, national, etc.); and
- the Subject's remuneration (in absence of remuneration the agreement is a donation, with all the implications deriving from this)

Mention with regards to its exclusive / non-exclusive character is recommendable.

It is important to emphasize that following and assignment, the University/NRI is no longer the owner of the IP.

Sample Wording:

“The University/ NRI shall conclude License Agreements and/ or Assignment Agreement for Relevant Works whenever this option is recommendable for the commercialization of a certain work and with no prejudice to the Subject's rights.”

5.3 Work for Hire Agreements with Third Parties

Universities/ NRIs shall encourage entering into work-for-hire agreements with entities from the private sector and shall organize the resources accordingly for effective delivery of the work hired.

In such types of agreements, the University/NRIs shall likely be bound to assign the IP to the third-party beneficiary.

5.4 Spin-offs

In addition to the commercialization of the IPRs by the means of 5.1. - 5.3., Universities/ NRIs shall also consider, given the circumstances of each case and the best way to promote and commercialize a Relevant Work and the IPRs related to it, the possibility to establish spin-offs and commercialize the IP via these entities.

[Annex 1.1: Work for Hire Agreement Template](#)

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WORKS FOR HIRE AGREEMENT

CONTRACT DE COMANDĂ PENTRU OPERE VIITOARE

This works for hire agreement (the “**Agreement**”) is concluded today, [...], [...] 2014 by and between:

Acest Contract de comandă pentru opere viitoare („**Contractul**”) s-a încheiat astăzi, [...], [...] de către și între:

[...], a Romanian citizen, born in [...], county [...], domiciled in [...], Street No. [...], in [...], [...] county, identified with PIN [...] and IC series [...] no. [...], issued by [...] on [...], hereinafter referred to as the **AUTHOR**,

[...], cetățean român, născut în [...], județul [...], domiciliată în Str. [...] Nr. [...], [...], județul [...], identificată cu CNP [...] și CI seria [...] nr. [...] eliberată de [...] la data de [...], în continuare denumită **AUTOR**,

and

și

[...], a private limited liability company, incorporated under the laws of [...], with its headquarters in [...], registered with the Bucharest Trade Registry under no. [...], CUI [...], represented by [...], as administrator, hereinafter referred to as the **BENEFICIARY**

[...], o societate cu raspundere limitata, functionand in conformitate cu legile din [...], cu sediul în [...], înregistrată la Oficiul Registrului Comerțului București sub nr. [...], Cod Unic de Înregistrare [...], reprezentată prin [...], în calitate de administrator, în continuare denumită **BENEFICIAR**,

The Author and the Beneficiary shall be referred to individually as the Party and collectively as the Parties.

Autorul și Beneficiarul vor fi denumiți în mod individual Partea și în mod colectiv Părțile.

Whereas:

Având în vedere că:

A. The Author shall create works for hire for the Beneficiary from and/or in relation to [...] (the “**Product**”), specifically [...], as well as any other works of authorship created at the instruction of the Beneficiary from and/or in relation to the Product (individually a “**Work**” and jointly the “**Works**”), which shall be used

A. Autorul va crea opere la comanda Beneficiarului din și/sau în legătură cu [...] („**Produsul**”) respectiv [...], precum și orice alte opere de creație intelectuală comandate de către Beneficiar din și/sau în legătură cu Produsul (individual „**Operă**” și colectiv „**Opere**”), ce vor fi utilizate în mod exclusiv de către

exclusively by the Beneficiary, and the Works shall incorporate the Author's own creations, being able to be communicated to the public;

- B. The Author is the owner of all Intellectual Property Rights, as defined below, including but not limited to all copyright, as well as of the moral rights over all Works as these are described in point (A) above;
- C. For purposes of this Agreement, "Intellectual Property Rights" means any intellectual property rights (including industrial property rights) as well as any other similar rights which may exist anywhere in the world (worldwide), including but not limited to, copyright, neighboring rights, rights similar to the copyright, *sui-generis* rights, including *sui-generis* rights over databases, other rights which may be subsequently acknowledged over databases, any rights in any computer software, any rights in any software and hardware configurations, rights to inventions, rights to a patent, rights arising out of a patent application, rights arising out of a patent certificate, rights related to a technical accomplishment, rights in utility models, rights arising out of an utility model application, rights arising out of an utility model certificate, rights arising out of a trademark application, rights arising out of a trademark certificate, rights in a geographical indication, rights arising out of a geographical indication certificate, rights

Beneficiar, iar Operele vor încorpora creațiile proprii ale Autorului, fiind apte de a fi aduse la cunoștință publică;

- B. Autorul este titularul tuturor Drepturilor de Proprietate Intelectuală, astfel cum sunt acestea definite la punctul (C) de mai jos, asupra tuturor Operelor astfel cum acestea sunt descrise la punctul (A) de mai sus;
- C. Pentru scopul acestui Contract, "Drepturi de Proprietate Intelectuală" înseamnă orice drepturi de proprietate intelectuală (inclusiv drepturi de proprietate industrială) precum și oricare alte drepturi similare care pot exista oriunde în lume (la nivel mondial), inclusiv dar fără a se limita la, drepturi patrimoniale de autor, drepturi patrimoniale conexe, drepturi de natura drepturilor de autor, drepturi *sui generis*, inclusiv drepturi *sui-generis* referitoare la baze de date, drepturi care ar putea fi recunoscute ulterior asupra bazelor de date, orice drepturi asupra programelor pentru calculator (software), orice drepturi asupra configurațiilor software și hardware, drepturi la invenții, drepturi la brevet, drepturi la acordarea brevetului și drepturi ce decurg din brevet, drepturi referitoare la realizari tehnice, drepturi la modele de utilitate, drepturi la acordarea unor certificate de modele de utilitate, drepturi ce decurg din certificatele de modele de utilitate, drepturi la marcă, drepturi care rezultă din înregistrarea unor mărci, drepturi la

in ornamental designs, rights arising out of ornamental designs applications, rights arising out of ornamental designs certificates, rights in topographies of semiconductors, rights arising out of certificates of topographies and semiconductors, commercial/trade name rights, domain names rights, know-how rights, rights in Confidential Information (as these are defined below, including but not limited to trade secrets), as well as any other intellectual property rights and other similar or equivalent rights which exist or shall arise in the future worldwide, regardless of whether they are registered or not, together with their renewals, extensions, restitutions as well as all applications related to such rights (whether registered or not), all registrations and pending registrations regarding any of the above-mentioned rights, the benefit of any pending registration and the right to file for the registration of such rights, as well as all action-related rights, powers or benefits arising or resulting thereof, regarding any of the above-mentioned rights, including actions against infringement and the right to sue for recovering any damages for past infringements).

indicații geografice, drepturi care rezultă din înregistrarea unor indicații geografice, drepturi care decurg din cereri de înregistrare a unor desene și modele industriale, drepturi la eliberarea certificatelor de înregistrare a unor desene și modele industriale, drepturi care rezultă din înregistrarea unor desene și modele industriale, drepturi la topografii de produse semiconductoare, drepturi care decurg din înregistrarea unor cereri de topografii de produse semiconductoare, drepturi referitoare la nume, drepturi referitoare la nume de domenii, drepturi referitoare la know-how, drepturi referitoare la Informații Confidențiale astfel cum sunt acestea definite mai jos (inclusiv dar fără a se limita la secrete de serviciu și secrete comerciale), precum și orice alte drepturi de proprietate intelectuală și alte drepturi similare sau echivalente care există sau vor exista în viitor la nivel mondial, indiferent dacă acestea sunt sau nu înregistrate, împreună cu toate restituirile, redobândirile, prelungirile și reînnoirile unor astfel de drepturi sau a unor cereri referitoare la astfel de drepturi (chiar dacă sunt înregistrate sau nu), toate înregistrările și înregistrările în curs cu privire la orice astfel de drepturi, beneficiul oricărei cereri în curs de înregistrare și dreptul de a solicita înregistrarea unor asemenea drepturi, precum și toate drepturile la acțiune, inclusiv acțiuni în contrafacere, puteri sau beneficii aparținând sau rezultate în legătură cu astfel de drepturi (inclusiv

dreptul de a da în judecată pentru și a recupera daune pentru încălcări din trecut).

- | | |
|--|---|
| D. The Author shall create the Works using his/her own materials, premises and work equipment, his/her own working capital; | D. Autorul urmează să creeze Operele folosind baza materială proprie, spațiul și echipamentul de lucru propriu, capitalul propriu; |
| E. Through the Agreement, the Author undertakes to create the Works as defined in point (A) above, specifically for the purpose and the destination established by the Beneficiary. | E. Prin Contract, Autorul se obligă să creeze Operele, astfel cum sunt definite la punctul (A) de mai sus, special pentru scopul și destinația stabilită de Beneficiar. |
| F. The Author is entitled to receive a special remuneration, established via the Agreement, specifically because the Works are created upon the Beneficiary's instruction. | F. Autorul este îndreptățit să primească o remunerație specială, stabilită prin Contract, pentru faptul că Operele sunt create special la comanda Beneficiarului. |
| G. The Author intends to assign exclusively, for the entire duration of protection provided by law and without any territorial limitation (worldwide), all Intellectual Property Rights, including but not limited to the copyright, as well as any other rights which may arise by law in the future over the Works. | G. Autorul intenționează să cesioneze în totalitate, în mod exclusiv, pentru întreaga durată de protecție conferită de lege și fără limitare de teritoriu (la nivel mondial) toate Drepturile de Proprietate Intelectuală, inclusiv dar fără a se limita la drepturile patrimoniale de autor, precum și oricare alte drepturi care pot fi recunoscute ulterior asupra Operelelor. |
| H. The Beneficiary intends to acquire pursuant to the Agreement, all applicable laws and specifically based on art. 47 of Law no. 8/1996 on copyright and neighboring rights (" Law 8 "), exclusively, for the entire duration of protection provided by law and without territorial limitation (worldwide), all Intellectual | H. Beneficiarul intenționează să dobândească în temeiul Contractului, al tuturor legilor aplicabile și în mod special în baza art. 47 din Legea nr. 8/1996 privind dreptul de autor și drepturile conexe (" Legea 8 "), în mod exclusiv, pentru întreaga durată de protecție conferită de lege și fără limitare de |

Property Rights as defined anywhere in the world, including but not limited to all copyright, as well as any other rights which may arise by law in the future over the Works.

- I. The Agreement has an *intuitu personae* nature taking into consideration the personal qualifications and the specific abilities of the Author.
- J. The Author and the Beneficiary have agreed upon the works for hire, as follows:

Article 1. SCOPE OF THE ASSIGNMENT. WORKS HANDOVER TERM AND ACCEPTANCE TERM.

- 1.1 The Author exclusively and totally assigns to the Beneficiary, for the entire duration of protection provided by the law and without territorial limitation (worldwide), all Intellectual Property Rights including but not limited the copyright over the Works (in full and in part), and other rights which may arise by law in the future over the Works (in full and in part), as well as over other works of authorship which arise and/or may arise in the future in relation to and in connection to the Works, including, without limitation to the following:
 - 1.1.1 All copyright over the [...] as well as any other documents and materials created by the Author in

teritoriu (la nivel mondial) toate Drepturile de Proprietate Intelectuală, inclusiv dar fără a se limita la drepturile patrimoniale de autor, precum și orice alte drepturi recunoscute ulterior asupra Operelor.

- I. Contractul are un caracter *intuitu personae* în considerarea calităților și abilităților Autorului.
- J. Autorul și Beneficiarul au convenit asupra comenzii de opere viitoare, astfel:

Articolul 1. OBIECTUL CESIUNII. TERMENUL DE PREDARE ȘI TERMENUL DE ACCEPTARE AL OPERELOR.

- 1.1 Autorul cesează Beneficiarului în totalitate, în mod exclusiv, pentru întreaga durată de protecție conferită de lege și fără limitare de teritoriu (la nivel mondial), toate Drepturile de Proprietate Intelectuală, inclusiv dar fără a se limita la drepturile patrimoniale de autor asupra Operelor (în tot și în parte) și alte drepturi care ar putea fi recunoscute ulterior asupra Operelor (în tot și în parte), precum și asupra altor opere de creație intelectuală care iau și/sau pot lua naștere în viitor din și în legătură cu Operele incluzând, fără limitare, următoarele:
 - 1.1.1 Toate drepturile patrimoniale de autor asupra [...] precum și oricăror alte documente și materiale create de Autor în

connection to the Works and/or the Product;

legătură cu Operele și/sau cu Produsul;

1.1.2 All copyright and industrial property rights over any and any and all other elements of the Works, including but not limited to any and all graphical elements, form or other characteristics of the concept of the Works and/or of the Product.

1.1.2 Toate drepturile patrimoniale de autor și drepturile de proprietate industrială asupra oricăror alte elemente le Operelor, incluzând fără limitare elementele grafice, de forma sau alte caracteristici ale conceptului Operelor și/sau ale Produsului.

1.2 The total and exclusive assignment of all Intellectual Property Rights, including but not limited to the copyright over the Works (in full and in part) and other rights which may arise by law in the future over the Works (in full and in part), as well as over other works of authorship which arise and/or may arise in the future from and in connection to the Works or the Product, shall include all types of use/exploitation (modalities) set forth by law for the use of the Works in any form and on any type of support, including any form or support which may be developed in the future and is not set forth on the conclusion date of the Agreement, including, without limitation, the right to use the Works (in full and in part) for any purpose, to reproduce and communicate them to the public by any means and on any support, to create derivative works, to grant licenses for use, distribution or export over them and to assign them in whole or in part to any third party.

1.2 Cesiunea totală și exclusivă a tuturor Drepturilor de Proprietate Intelectuală, inclusiv dar fără a se limita la drepturile patrimoniale de autor asupra Operelor (în tot și în parte), precum și a altor drepturi care ar putea fi recunoscute ulterior asupra Operelor (în tot și în parte), precum și asupra altor opere de creație intelectuală care iau și/sau pot lua naștere în viitor din și în legătură cu Operele sau cu Produsul, va include toate modalitățile prevăzute de lege de utilizare/exploatare a Operelor sub orice formă și pe orice suport, inclusiv orice formă care poate fi dezvoltată în viitor și nu este prevăzută la data încheierii Contractului, incluzând, fără limitare, dreptul de a utiliza Operele (în tot și în parte) în orice scop, de a le reproduce și comunica publicului prin orice mijloc și pe orice suport, de a crea opere derivate, de a acorda licențe de utilizare, distribuire sau export asupra acestora și de a le cesiona în tot sau în parte oricărui terț.

- 1.3 For the avoidance of any doubt, the Author shall no longer be allowed to use the Works (in full and in part) in the modalities, for the entire period and within the territory set forth hereunder and may no longer transfer such right to another person, and the Beneficiary is free to use the Works (in full and in part) unrestricted, in whole or in part, based on the Agreement.
- 1.4 The Author must hand over components and/or versions of the Works according to the delivery schedule provided as Annex 1 to this Agreement, until all the Works are completed and delivered in full in accordance with the Beneficiary's instructions and to his satisfaction, commencing at the conclusion date of the Agreement. If the handover of the components and/or versions of the Works or all the completed Works falls in a day deemed by law as a non-working day, the term is extended until the following working day. The delivery of the components and/or versions of the Works and of the completed Works to the Beneficiary shall be performed through electronic means.
- 1.5 The acceptance term is 5 working days as of the handover date of the components and/or versions of the Works or of the completed Works according to the delivery calendar provided in Annex 1. In the event that, within the 5-calendar day period above, the Beneficiary does not raise any objections with respect to any
- 1.3 Pentru evitarea oricărui dubiu, Autorul nu va mai putea utiliza Operele (în tot și în parte) în modalitățile, pe termenul și pentru teritoriul prevăzut în acest Contract și nu mai poate transmite acest drept unei alte persoane, iar Beneficiarul este liber să utilizeze Operele (în tot și în parte) în mod liber, în întregime sau în parte, în baza Contractului.
- 1.4 Autorul trebuie să predea componente și/sau versiuni ale Operelor în acord cu calendarul de execuție prevăzut în Anexa 1 la Contract, până la realizarea și predarea Operelor în tot (complete) în deplin acord cu cerințele Beneficiarului și spre satisfacția deplină a acestuia, începând cu data încheierii Contractului. Dacă predarea componentelor și/sau versiunilor Operelor sau a Operelor în tot (complete) cade într-o zi considerată nelucrătoare, termenul se prelungește până la proxima zi lucrătoare. Transmiterea către Beneficiar a componentelor și/sau versiunilor Operelor și a Operelor complete (în tot) se face prin mijloace electronice.
- 1.5 Termenul de acceptare este de 5 zile lucrătoare de la data predării componentelor și/sau versiunilor Operelor sau a Operelor (în tot) complete, în acord cu calendarul de execuție prevăzut în Anexa 1. În cazul în care, în termenul prevăzut de 5 zile lucrătoare, Beneficiarul nu ridică

qualitative, quantitative, or artistic aspect, of the components and/or versions of the Works, or respectively of the completed Works, the Works are deemed to be implicitly (tacitly) accepted by the Beneficiary.

1.6 The Term of the Agreement is [] with the automatic extension of the term in the event that neither of the Parties notifies the other one the termination of the Agreement 15 calendar days in advance.

Article 2. ORDER. WORKS MADE FOR HIRE. MODALITIES TO USE THE WORKS.

2.1 At the conclusion of the Agreement the Author shall receive the instructions required for the execution of the Works which are included in Annex 2 to the Agreement. The instructions include details regarding the general characteristics thereof.

2.2 The Author has the obligation to execute the Works in compliance with the instructions received from the Beneficiary and with the delivery calendar provided in Annex 1 to the Agreement. The Works shall be executed by the Author using the required technical and financial means provided by the Author. The Works shall comply with the themes and shall have the characteristics as ordered by the Beneficiary.

obiecțiuni asupra oricărui aspect de ordin calitativ, cantitativ, artistic, referitor la componentele și/sau versiunile Operelor sau la Operele complete, Operele se consideră acceptate în mod tacit de către Beneficiar.

1.6 Durata Contractului este de [] cu prelungirea automată a termenului în cazul în care nici una dintre Părți nu notifică celeilalte părți încetarea Contractului cu 15 zile calendaristice înainte.

Articolul 2. COMANDA. OPERELE COMANDATE. MODALITĂȚILE DE UTILIZARE ALE OPERELOR.

2.1 O dată cu încheierea Contractului, Autorul va intra în posesia instrucțiunilor necesare realizării Operelor care sunt incluse în Anexa 2 la Contract. Instrucțiunile conțin detalii privind caracteristicile generale ale acestora.

2.2 Autorul are obligația să execute Operele în conformitate cu instrucțiunile primite de la Beneficiar și cu calendarul de execuție prevăzut în Anexa 1 la Contract. Operele vor fi executate de Autor utilizând mijloacele necesare tehnice și financiare proprii. Operele vor respecta tematica și vor avea caracteristicile comandate de Beneficiar.

Article 3. REMUNERATION OF THE AUTHOR

3.1 The total remuneration for the total, exclusive and worldwide Intellectual Property Rights assignment set forth under Article 1 and Article 2 above is RON [...] (“Price of the Assignment”).

3.2 The Beneficiary shall pay the Price of the Assignment in tranches, within 10 working days as of the acceptance date of the components and/or versions of the Works or of the completed Works, in accordance with the execution calendar provided in Annex 1 to this Agreement, or as of the date when the components and/or versions of the Works or the completed Works have been implicitly (tacitly) accepted.

3.3 The Author and the Beneficiary acknowledge and expressly agree and convene that the Price of the Assignment is fair as consideration for the benefits obtained by the Beneficiary as a result of the assignment. Consequently, the Author undertakes not to use the Works (in full and in part) in any way and for any purposes and to not grant to third parties any right or prerogative which would be in breach of this Agreement.

Article 4. GUARANTEES

4.1 The Author warrants that it is the owner of all Intellectual Property Rights including but not limited to the copyright

Articolul 3. REMUNERAȚIA AUTORULUI

3.1 Remunerația totală pentru cesiunea totală, exclusivă și nelimitată în teritoriu a tuturor Drepturilor de Proprietate Intelectuală de la Articolul 1 și Articolul 2 de mai sus este de [...] RON („Prețul Cesiunii”).

3.2 Beneficiarul va plăti Prețul Cesiunii în tranșe, în 10 zile lucrătoare de la data acceptării componentelor și/sau versiunilor Operelor sau a Operelor complete, în conformitate cu calendarul de execuție prevăzut în Anexa 1 la Contract, sau de la data la care componentele și/sau versiunile Operelor sau Operele complete au fost acceptate tacit.

3.3 Autorul și Beneficiarul recunosc, sunt de acord și convin în mod expres că Prețul Cesiunii este just în raport cu beneficiile obținute de Beneficiar ca urmare a cesiunii. În consecință, Autorul se obligă să nu utilizeze Operele (în tot și în parte) în niciun mod și pentru niciun scop și să nu acorde terților niciun drept sau prerogativă care să încalce prevederile acestui Contract.

Articolul 4. GARANȚII

4.1 Autorul garantează că este titularul tuturor Drepturilor de Proprietate Intelectuală, inclusiv dar fără a se limita la

and moral rights over the Works (in full and in part).

4.2 The Author warrants that it holds the legal capacity to conclude the Agreement and to duly assign all Intellectual Property Rights, including but not limited to the copyright over the Works (in full and in part).

4.3 The Author warrants the Beneficiary against any type of claim whatsoever and/or eviction from third parties in connection to or arising from any Intellectual Property Rights, including but not limited to any copyright over the Works (in full and in part). For the avoidance of any doubt, the Author is bound to support the Beneficiary, with maximum diligence, in any manner, with regard to any registration procedures or any transfer formalities of any right of any nature over the Works, including but not limited to any of the Intellectual Property Rights, by signing or delivering any document, application, form, request or agreement requested by the Beneficiary in connection to this Agreement.

Article 5. GOVERNING LAW

5.1 The Agreement is subject to the Romanian law and shall be construed in accordance with it.

drepturile patrimoniale și morale de autor asupra Operelor (în tot și în parte).

4.2 Autorul garantează că are capacitatea de a încheia Contractul și de a transmite în mod valabil toate Drepturile de Proprietate Intelectuală inclusiv, dar fără a se limita la drepturile patrimoniale de autor asupra Operelor (în tot și în parte).

4.3 Autorul garantează Beneficiarul împotriva oricărei tulburări, pretenții și/sau evicțiuni din partea terților în legătură cu sau rezultând din Drepturile de Proprietate Intelectuală, inclusiv dar fara a se limita la drepturile patrimoniale de autor asupra Operelor (în tot și în parte). Pentru evitarea oricărui dubiu, Autorul se obligă să îl susțină cu maximă diligență, necondiționat și cu bună credință pe Beneficiar în îndeplinirea procedurilor de înregistrare, sau în îndeplinirea oricărei formalități de transfer, a oricărui drept de orice natură asupra Operelor, inclusiv dar fără a se limita la oricare dintre Drepturile de Proprietate Intelectuală, semnând sau predând orice document, formular, cerere sau acord solicitate de Beneficiar în executarea acestui Contract.

Articolul 5 LEGEA APLICABILĂ

5.1 Contractului îi este aplicabila legea română și va fi interpretat în conformitate cu aceasta.

Article 6. DISPUTE SETTLEMENT

6.1 Any dispute between the Parties shall be settled amicably, and should this be impossible, the case shall be submitted for settlement to the Romanian courts of law having subject matter and territorial jurisdiction.

Article 7. OTHER CLAUSES

7.1 The Author and the Beneficiary understand and are fully aware that this Agreement does not represent an assignment of all future works of the Author, identified or not identified, so the hypothesis set forth by art. 42 paragraph 2 of Law 8 does not apply in any manner whatsoever.

7.2 Confidential information means and refers to any document and information related to the Beneficiary to which the Author has access in the course of performance of this Agreement, including but not limited to technical information, discoveries, inventions, improvements, techniques, processes, business methods, equipment, algorithms, software programs, software source documents and formulae, and databases, in each case regarding the Beneficiary's current, future or proposed products or services, any information included in the databases, any information regarding the users of the Product, stored in any manner whatsoever, the concept of the Product, in total and in part, any formulae used in

Articolul 6 SOLUȚIONAREA LITIGIILOR

6.1 Orice litigiu între Părți se va soluționa pe cale amiabilă, iar dacă acest lucru nu este posibil, cauza va fi trimisă spre soluționare instanțelor judecătorești române, competente material și teritorial.

Articolul 7 ALTE CLAUZE

7.1 Autorul și Beneficiarul înțeleg și sunt în deplină cunoștință de cauză că acest Contract nu reprezintă o cesiune a tuturor operelor viitoare ale Autorului, nominalizate sau nenominalizate, nefiind în prezența ipotezei prevăzute de art. 42 alin. 2 din Legea 8.

7.2 Informații confidențiale înseamnă și se referă la orice document sau informație referitoare la activitatea desfășurată de Beneficiar la care Autorul are acces în cursul executării acestui Contract, inclusiv dar fără a se limita la informații tehnice, descoperiri, invenții, îmbunătățiri, tehnici, procese, metode de business, echipamente, algoritmi, programe pentru calculator, documente în legătura cu coduri sursă și formule, baze de date, în fiecare caz referitoare la produse sau servicii curente, viitoare sau planificate ale Beneficiarului, orice informații aflate în bazele de date, orice informații referitoare la utilizatorii Produsului, stocate în orice mod, conceptul Produsului, în totalitate și în parte, orice formule utilizate în legătură

relation to the Product, any image, any financial data regarding the performance of the Product (income and costs) and any personal identification and contact data of the persons who have worked and/or contributed to the development of the Product (the "**Confidential Information**").

cu Produsul orice imagine, orice date financiare legate de performanțele Produsului (venituri și costuri) precum și datele de identificare și de contact ale persoanelor care au lucrat și/sau au contribuit la dezvoltarea Produsului („**Informații Confidențiale**”).

7.3 The Author agrees that it will not in any manner, directly or indirectly, use or otherwise employ all or any of the Confidential Information except in furtherance of the performance of this Agreement, and specifically, without limiting the generality of the foregoing, that it shall not use or otherwise employ all or any portion of the Confidential Information for any purpose which would be independent of performing under this Agreement.

7.3 Autorul se obligă să nu folosească sau să utilizeze în niciun mod, direct sau indirect, oricare dintre Informațiile Confidențiale, cu excepția executării acestui Contract, și, de asemenea, în mod special, fără a limita cele de mai sus, să nu folosească sau să utilizeze în niciun mod, direct sau indirect, oricare dintre Informațiile Confidențiale pentru alte scopuri decât cele referitoare la executarea acestui Contract.

7.4 Except as required by law or court order, the Author is obliged to keep the Confidential Information strictly confidential. This confidentiality obligation will indefinitely survive the termination or expiration of this Agreement.

7.4 Cu excepția situației în care sunt solicitate în baza legii sau a unei hotărâri judecătorești, Autorul se obligă să păstreze Informațiile Confidențiale strict confidențiale. Obligația de confidențialitate va produce efecte juridice și după încetarea acestui Contract.

7.5 This Agreement has been drafted in a bilingual (Romanian and English) version. The Parties hereby specifically agree that the Romanian version shall at all times prevail with respect to its interpretation.

7.5 Acest Contract a fost redactat în versiune bilingvă (română și engleză), iar Părțile sunt de acord în mod expres că versiunea în limba română va prevala cu privire la interpretarea sa.

Article 8 TERMINATION OF THE AGREEMENT

Articolul 8 ÎNCETAREA CONTRACTULUI

8.1 The Parties may terminate at any time the agreement by mutual consent.

8.1 Părțile pot conveni în orice moment încetarea Contractului.

8.2 Only the Beneficiary has the right to unilaterally terminate the Agreement with a 15-calendar day term advance written notice. The Author bears the obligation to create the Works until the expiry of the advance notice term as provided above and the Beneficiary bears the obligation to pay the respective tranche of the Price of the Assignment in accordance with the execution calendar provided in Annex 1 to this Agreement, until the expiry of the advance notice term as provided above.

8.2 Numai Beneficiarul are dreptul de a denunța unilateral Contractul, printr-o notificare scrisă prealabilă, cu respectarea unui termen de preaviz de 15 de zile calendaristice. În urma denunțării, Autorul are obligația de a crea Operele până la data expirării termenului de preaviz, iar Beneficiarul are obligația de a achita tranșa corespunzătoare din Prețul Cesiunii, în conformitate cu calendarul de execuție prevăzut în Anexa 1, până la data expirării termenului de preaviz menționat mai sus.

8.3 If any of the Parties breaches any of its contractual obligation, the other Party shall send a written notice providing that the breach must be cured within 10 calendar days (in Rom: “*Pact Comisoriu*”). Should the breach not be remedied within the above-mentioned interval, then the Agreement shall automatically terminate based on a written notice of termination send by the Party who has fulfilled its obligations (in Rom: “*declarație de invocare a pactului comisoriu*”) as provided by Article 1553 alin. (1) and (3) of the Civil Code.

8.3 În situația în care una dintre Părți își încalcă oricare dintre obligațiile contractuale, cealaltă Parte îi va transmite o notificare scrisă care va stipula că încălcarea trebuie remediată în termen de 10 zile calendaristice (*pact comisoriu*). În eventualitatea în care încălcarea nu este remediată în acest interval, atunci Contractul va înceta automat în baza unei notificări scrise transmise de Partea care și-a respectat obligațiile (*declarație de invocare a pactului comisoriu*), în conformitate cu prevederile articolului 1553 alin. (1) și (3) din Codul Civil.

8.4 For the avoidance of any doubt, on the termination date of the Agreement, the Parties expressly agree as follows::

8.4 Pentru evitarea oricărui dubiu, la data încetării Contractului din orice motive Părțile sunt de acord în mod expres că:

- Author shall be bound by the confidentiality obligations for [] period of time;
 - The Beneficiary is the exclusive, unconditional and unencumbered owner of all Intellectual Property Rights over any and all Works created by the Author until the termination date of the Agreement;
 - The Author is bound to deliver to the Beneficiary unconditionally any and all Works created until the termination date of the Agreement, based on the Agreement.
- Obligațiile Autorului referitoare la confidențialitate vor supraviețui pe o perioadă de [];
 - Beneficiarul este titularul exclusiv, necondiționat și neîngrădit al tuturor Drepturilor de Proprietate Intelectuală asupra oricăror și tuturor Operele create de Autor până la data încetării Contractului;
 - Autorul se obligă să predea Beneficiarului în mod necondiționat oricare și toate Operele create până la data încetării Contractului în baza Contractului.

The Agreement is concluded today, [...], in 2 (two) original counterparts, one for each Party.

Contractul a fost încheiat astăzi, [...], în 2 (două) exemplare originale, câte unul pentru fiecare Parte.

AUTHOR / AUTOR

[...]

BENEFICIARY / BENEFICIAR

[...]

By [...], Administrator

ANNEX 1 / ANEXA 1

CALENDAR OF EXECUTION / CALENDARUL DE EXECUȚIE

Date / Data	Milestone of Execution / Etapa de Execuție	Corresponding Tranches of the Price of the Assignment / Tranșele Corespondente din Prețul Cesiunii
[..]	[...]	EUR [...]
[..]	[...]	EUR [...]
[..]	[...]	EUR [...]

ANNEX 2 / ANEXA 2

TECHNICAL SPECIFICATIONS / SPECIFICAȚII TEHNICE

General Specifications / Specificații Generale

Annex 1.2: Outline License Agreement template

DISCLAIMER:

*** [EN] The information and opinions we provide herein are for informational purposes only. They do not constitute any form of legal advice and should not be relied on or treated as a substitute for specific advice relevant to particular circumstances and is not intended to be relied upon by you in making (or refraining from making) any specific decisions. The World Bank Group and its consultants shall accept no responsibility for any errors, omissions or for any loss which may arise from reliance on materials contained in this Guide and its Annexes. We recommend that you take appropriate legal advice from a qualified attorney before taking any action in connection to this document. This material is based on the legislation in act on August 31st, 2022. The World Bank Group and its consultants do not undertake the obligation to provide updated versions of this material to reflect changes to legislation and practice.

*** [RO] Informatiile si opiniile incluse in acest material sunt exclusiv pentru scopuri de informare. Ele nu constituie asistenta juridica sub nicio forma si nu va puteti baza pe acestea ca un substitut pentru asistenta juridica specifica pentru cazuri particulare si nu este redactat cu scopul de a va baza pe aceasta in a lua anumite decizii (sau a va abtine de la a lua anumite decizii). Banca Mondiala si consultantii acesteia nu accepta nicio responsabilitate pentru orice erori, omisiuni, sau orice pierderi care pot aparea ca rezultat al faptului ca v-ati bazat anumite actiuni pe continutul acestui Ghid si al Anexelor sale. Va recomandam sa solicitati asistenta juridica de specialitate din partea unui avocat calificat, inainte de a lua orice decizii bazate pe acest document. Acest document se bazeaza pe legislatia romana in vigoare la data de 31 August 2022. Banca Mondiala si consultantii acesteia nu isi asuma o obligatie continua de a va transmite o versiune actualizata a acestui document care sa reflecte modificari ale legislatiei sau practicii.

LICENSE AGREEMENT	CONTRACT DE LICENȚĂ
This License Agreement (the “ Agreement ”) is made on [] by and between:	Acest contract de licență („ Contractul ”) este încheiat la [] de și între:
[...] hereinafter referred to as the “ Licensor ”	[...] denumit în continuare „ Licențiatorul ”
And	Și

<p>[...] hereinafter referred to as the “Licensee ”</p> <p>(the Licensor and the Licensee shall hereinafter be referred to collectively as the “Parties” and individually as the “Party”),</p> <p>RECITALS</p> <p>A. WHEREAS the Licensor is the owner of a [IPR] (including [...]), including [please include components of the subject – matter if case may be] (the “License Subject Matter”);</p> <p>B. WHEREAS the Licensee is in the business of [] and desires to use the License Subject Matter in connection to its business;</p> <p>C. WHEREAS the Licensor wishes to grant to the Licensee an exclusive/non-exclusive [please chose the type of license] license to use the [License Subject Matter] within the [] territory and for a certain period of time as defined below, in exchange for a license fee to be paid by the Licensee as provided for in Article 4 below (the “License”);</p> <p>D. WHEREAS the Licensor has full capacity to enter this Agreement and to validly grant the License as provided under section B above;</p>	<p>[...] denumit în continuare “Licențiatul”</p> <p>(Licențiatorul și Licențiatul vor fi denumiți în continuare în mod colectiv „Părțile” și individual ca „Partea”),</p> <p>CONSIDERENTE</p> <p>A. Având în vedere că Licențiatorul este titularul unui [Drept de Proprietate Intelectuală] (inclusiv [...]-[vă rugăm să includeți componente ale obiectului – dacă este cazul] („Obiectul licenței”);</p> <p>B. Având în vedere că licențiatul își desfășoară activitatea în [] și dorește să utilizeze Obiectul licenței în legătură cu afacerea sa;</p> <p>C. Având în vedere că Licențiatorul dorește să acorde licențiatului o licență exclusivă/neexclusivă [vă rugăm să alegeți tipul de licență] de utilizare a [obiectului Licenței] pe teritoriul [] și pentru o anumită perioadă de timp, așa cum este definită mai jos, în schimbul plății unei taxe de licență de către Licențiat, astfel cum este prevăzut la articolul 4 de mai jos („Licența”);</p> <p>D. Având în vedere că Licențiatorul are capacitatea deplină de a încheia acest Acord și de a acorda în mod</p>
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	valabil Licența, așa cum este prevăzut în secțiunea B de mai sus;
<p>NOW, THEREFORE, in consideration of the above premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:</p> <p>Article 1 GRANT OF THE LICENSE:</p> <p>1.1. Licensor grants the Licensee the non-exclusive/ exclusive right to make the following uses of the License Subject Matter (“License”):</p> <ul style="list-style-type: none"> a) to make reproductions of the License Subject Matter solely as it is necessary for the normal use of the License Subject Matter by the Licensee in connection with its business; b) to use/ load/ display/ run/ store/ and to otherwise distribute [please identify the relevant types of uses applicable to the license subject matter] copies of the License Subject Matter solely as it is necessary for its normal use by the Licensee in connection with its business; c) to make and store one back-up or security copy of the 	<p>Ținând cont de premisele de mai sus, de acordurile reciproce prezentate mai jos și de alte contraprestații bune și valoroase, a căror primire și suficiență sunt recunoscute prin prezenta, părțile convin după cum urmează:</p> <p>Articolul 1 ACORDAREA LICENȚEI:</p> <p>1.1. Licențiatorul acordă Licențiatului dreptul neexclusiv/ exclusiv de a face următoarele utilizări ale obiectului licenței („Licența”):</p> <ul style="list-style-type: none"> a) să facă reproduceri ale obiectului licenței numai în măsura în care este necesar pentru utilizarea normală a obiectului licenței de către licențiat în legătură cu activitatea sa; b) să utilizeze/ să încarce/ să afișeze/ să ruleze/ să stocheze și să distribuie [vă rugăm să identificați tipurile de utilizările relevante pentru obiectul licenței] în alt mod copii ale obiectului licenței numai în măsura în care este necesar pentru utilizarea sa normală de către Licențiat în legătură cu activitatea sa;

<p>License Subject Matter on the Licensee’s servers in order to avoid any possible interruptions of the Licensee’s normal course of business caused by the License Subject Matter.</p> <p>1.2. Licensor undertakes to make available a copy of the License Subject Matter to the Licensee.</p> <p>1.3. Licensee acknowledges and agrees that the rights granted by Licensor and acquired by the Licensee as a result of the License are use rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of the Licensor's rights in the License Subject Matter.</p>	<p>c) să realizeze și să stocheze o copie de rezervă sau o copie de securitate a obiectului licenței pe serverele Licențiatului pentru a evita orice posibile întreruperi ale desfășurării normale a activității Licențiatului cauzate de obiectul licenței.</p> <p>1.2. Licențiatorul se obligă să pună la dispoziția Licențiatului o copie a obiectului licenței.</p> <p>1.3. Licențiatul recunoaște și este de acord că drepturile acordate de Licențiator și dobândite de către Licențiat ca urmare a Licenței sunt doar drepturi de utilizare și nimic din acest Acord nu constituie sau va fi interpretat ca o cesiune a oricăruia sau a tuturor drepturilor Licențiatorului asupra obiectului licenței.</p>
<p>Article 2 USE OF THE LICENSE SUBJECT MATTER</p> <p>2.1 In consideration of the provisions of Article 1 above, the Licensee shall use the License Subject Matter in connection to its business which shall enable Licensee to: (a) []; (b) [] [to be further completed]</p>	<p>Articolul 2 UTILIZAREA OBIECTULUI LICENȚEI</p> <p>2.1 Ținând cont de prevederile Articolului 1 de mai sus, Titularul de licență va utiliza obiectul licenței în legătură cu = afacerea sa, ceea ce îi va permite Licențiatului să: (a) []; (b) [] [urmează a fi completat în continuare]</p>
<p>Article 3 TERM AND TERRITORY OF THE LICENSE</p> <p>3.1 The License is granted for a period of [] months (“Term”). Licensee</p>	<p>Articolul 3 DURATA ȘI ÎNTINDEREA TERITORIALĂ A LICENȚEI</p> <p>3.1 Licența este acordată pentru o perioadă de [] luni („Termen”). Titularul de</p>

<p>undertakes not to use the License Subject Matter after the expiry of the Term.</p> <p>3.2 The License is granted only for the territory of [] (the “Territory”). Licensee undertakes not to use the License Subject Matter outside the Territory.</p>	<p>licență se obligă să nu folosească Obiectul Licenței după expirarea Termenului.</p> <p>3.2 Licența este acordată numai pentru teritoriul [] („Teritoriul”). Deținătorul licenței se obligă să nu folosească Obiectul Licenței în afara Teritoriului.</p>
<p>Article 4 PRICE OF THE LICENSE</p> <p>4.1 The Licensee undertakes to pay the license fees (the “License Fees”) to the Licensor, as consideration for the License, as follows: [].</p> <p>4.2 Licensee’s failure to use the License Subject Matter does not entitle Licensee to be exempted from the obligation to pay the License Fee as mentioned in Article 4.1 above.</p>	<p>Articolul 4 PREȚUL LICENȚEI</p> <p>4.1. Licențiatul se obligă să plătească taxele de licență („Taxele de licență”) Licențiatorului, ca contraprestație pentru Licență, după cum urmează: [].</p> <p>4.2. Neutilizarea de către Licențiat a Obiectului licenței nu îl dă dreptul de a fi scutit de obligația de a plăti Taxa de licență, așa cum este menționat la articolul 4.1 de mai sus.</p>
<p>Article 5 LICENSOR’S CONTROL</p> <p>5.1 In order to protect and preserve all Licensor's economic rights in the License Subject Matter, Licensee understands, acknowledges, and agrees that it shall use the License Subject Matter solely in connection with its scope of business under the terms and conditions specified herein.</p> <p>5.2 Any subsequent alteration, modification, or change in the Licensee’s use must be reviewed and</p>	<p>Articolul 5 CONTROLUL LICENȚĂTORULUI</p> <p>5.1 Pentru a proteja și păstra toate drepturile economice ale Licențiatorului cu privire la Obiectul licenței, Titularul licenței înțelege, recunoaște și este de acord că va utiliza Obiectul licenței numai în legătură cu domeniul său de activitate, în conformitate cu termenii și condițiile specificate aici.</p> <p>5.2. Orice modificare, modificare sau schimbare ulterioară a utilizării de către Deținătorul licenței trebuie revizuită și</p>

<p>explicitly authorized by the Licensor prior to any such alteration, modification or change in use.</p>	<p>autorizată în mod explicit de către Licențiator înainte de orice astfel de modificare, modificare sau schimbare în utilizare.</p>
<p>Article 6 LICENSOR’S WARRANTIES</p> <p>6.1 Licensor warrants that it owns the entire right, title and interest in and to the License Subject Matter.</p> <p>6.2 Licensor warrants that it has full capacity to enter this Agreement and to validly grant the use rights by the Licensee’s use of the License Subject Matter.</p> <p>6.3 The Licensor warrants that it shall not engage in any action that will be detrimental to the use of the License Subject Matter by the Licensee after the conclusion of this Agreement.</p>	<p>Articolul 6 GARANȚIILE LICENȚATORULUI</p> <p>6.1 Licențiatorul garantează că deține toate drepturile și titlurile asupra obiectului licenței.</p> <p>6.2 Licențiatorul garantează că are capacitatea deplină de a încheia acest Acord și de a acorda în mod valabil drepturile de utilizare asupra obiectului licenței către Licențiat.</p> <p>6.3 Licențiatorul garantează că nu se va angaja în nicio acțiune care va fi dăunătoare utilizării obiectului licenței de către Licențiat după încheierea acestui Acord.</p>
<p>Article 7 LICENSEE’S WARRANTIES</p> <p>7.1 Licensee warrants that it shall use the License Subject Matter solely according to the terms and under the conditions provided for under this Agreement.</p> <p>7.2 Licensee warrants that it shall not sell or otherwise trade the License Subject Matter to any third party for any purpose whatsoever.</p> <p>7.3 Licensee warrants that it shall not use the License Subject Matter after the expiry of the Term.</p>	<p>Articolul 7 GARANȚII ALE LICENȚIATULUI</p> <p>7.1 Licențiatul garantează că va utiliza Obiectul licenței numai în conformitate cu termenii și condițiile prevăzute în prezentul Acord.</p> <p>7.2 Licențiatul garantează că nu va vinde sau comercializa în alt mod obiectul licenței unei terțe părți, în niciun scop.</p> <p>7.3 Licențiatul garantează că nu va utiliza obiectul licenței după expirarea Termenului.</p>

<p>7.4 Licensee warrants that it shall not use the License Subject Matter outside the Territory.</p>	<p>7.4 Licențiatul garantează că nu va utiliza obiectul licenței în afara Teritoriului.</p>
<p>Article 8 MISCELLANEOUS PROVISIONS</p> <p>8.1 The Parties shall not assign, sublicense, transfer, or otherwise convey any rights under this Agreement to any third party, without the prior written consent of the other Party.</p> <p>8.2 This Agreement, its contents, and any dispute arising there from shall be construed in accordance with Romanian law. In the event of a dispute arising under or related to this Agreement, the Parties shall in good faith attempt to reach an amicable settlement. Failing such a settlement within 15 (fifteen) calendar days from the first dispute notice, the dispute shall be exclusively submitted to the competent courts of Romania.</p>	<p>Articolul 8 DISPOZIȚII DIVERSE</p> <p>8.1. Părțile nu vor cesa, sublicența, transfera sau transmite în alt mod niciun fel de drepturi în temeiul prezentului Acord unei terțe părți, fără acordul prealabil scris al celeilalte părți.</p> <p>8.2 Prezentul Acord, conținutul său și orice dispută care decurge din acesta vor fi interpretate în conformitate cu legislația română. În cazul unui litigiu apărut în temeiul sau legat de prezentul acord, părțile vor încerca, cu bună-credință, să ajungă la o înțelegere pe cale amiabilă. În lipsa unei astfel de soluționări în termen de 15 (cincisprezece) zile calendaristice de la prima sesizare a litigiului, litigiul va fi supus exclusiv instanțelor competente din România.</p>
<p>IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.</p> <p>Licensor Licensee</p>	<p>DREPT CARE, Părțile au făcut ca prezentul Acord să fie executat de către reprezentanții lor autorizați în mod corespunzător, începând cu data scrisă mai sus.</p> <p>Licențiator Licențiat</p>

Annex 1.3: Addendum IEA IP Template

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ADDENDUM NO. []

To the individual employment agreement concluded and registered under no. []/[] in the general register of employees

Concluded today, [], between:

Employer – [], based in [], registered at the Trade Register under no. [], Unique Identification Code [], legally represented by [], as administrator,

and

ACT ADIȚIONAL NR. []

la contractul individual de muncă încheiat și înregistrat sub nr. []/[] în registrul general de evidență a salariaților

Încheiat astăzi, [], între:

Angajator – [], cu sediul în [], înregistrată la Registrul Comerțului sub nr. [], Cod Unic de Înregistrare [], reprezentată în mod legal prin [], în calitate de administrator,

și

The Employee – [] domiciled in [], holder of the identity card series [] no. [], issued by [] on [], C.N.P. [],

Salariatul – [] domiciliat în [], posesor al cărții de identitate seria [] nr. [], eliberată de [] la data de [], C.N.P. [],

concluded this addendum no. [] to the individual employment agreement concluded on [] ("Individual Employment Agreement") pursuant to art. 17 (5) in conjunction with art. 41 (1) of the Labor Code, as follows:

au încheiat prezentul act adițional nr. [] la contractul individual de muncă încheiat în data de [] („Contractul Individual de Munca”) în temeiul art. 17 (5) coroborat cu art. 41 (1) din Codul Muncii, după cum urmează:

1. Letter L OTHER CLAUSES paragraph (g) is amended and will have the following content:

1. Litera L ALTE CLAUZE paragraful (g) se modifică și va avea următorul conținut:

"Clause regarding intellectual property rights:

"Clauza privind drepturile de proprietate intelectuala:

1. For the purpose of the Individual Employment Agreement, "**Intellectual Property Rights**" means any intellectual property rights as they are defined anywhere in the world, including but not limited to copyright, related rights, brand rights, brands, rights to geographical indications, geographical indications, industrial design rights, industrial designs, sui-generis rights related to databases, rights related to confidential information, rights related to domain names, as well as any other intellectual property rights (registered or unregistered) worldwide, which the Employee owns alone or jointly, during the period in which the Individual Employment Contract produces its effects, which either (i) concern, on the date of their birth, the business of the Employer, or (ii) results from any activity performed for the Employer by the Employee.

1. Pentru scopul Contractului Individual de Munca, "**Drepturi de Proprietate Intelectuală**" înseamnă orice drepturi de proprietate intelectuală astfel cum acestea sunt definite oriunde in lume, inclusiv dar fără a se limita la drepturi patrimoniale de autor, drepturi conexe, drepturi la marca, mărci, drepturi la indicații geografice, indicații geografice, drepturi la desene si modele industriale, desene si modele industriale, drepturi sui-generis referitoare la baze de date, drepturi referitoare la informații confidențiale, drepturi referitoare la nume de domenii, precum si orice alte drepturi de proprietate intelectuala (înregistrate sau neînregistrate) la nivel mondial, pe care Salariatul le deține singur sau in comun, pe durata in care Contractul Individual de Munca își produce efectele, care fie (i) privesc, la data nașterii lor, afacerile

Angajatorului, fie (ii) rezulta din orice activitate prestata pentru Angajator de către Salariat.

2. The parties expressly confirm, with regard to the computer programs, created by the Employee in the exercise of his duties or following the instructions of the Employer, that the patrimonial copyrights on them belong to the Employer pursuant to Article 74 of Law 8/1996 ("Law 8 /1996"). However, to the extent that this article 74 would be interpreted by a competent authority in the sense that it regulates a transmission of these rights by assignment from the Employee to the Employer, then the Employee expressly confirms that he has assigned these patrimonial rights in accordance with those below.

3. To avoid any doubt, the Employee assigns to the Employer, starting from the date of signing the Individual Employment Agreement, exclusively, for the entire duration of protection conferred by law and without territory limitation (worldwide):

a. all Intellectual Property Rights over all works of intellectual creation in connection with the activities carried out on the basis of or in connection with the Individual Employment Agreement ("Works");

b. all rights that could be recognized in the future on the Works (as defined above) and which are not recognized at the time of signing the Individual Employment Agreement;

c. All rights that may be recognized in the future over other works of intellectual creation

2. Părțile confirmă în mod expres, cu privire la programele pentru calculator, create de Salariat în exercitarea atribuțiilor de serviciu ori după instrucțiunile Angajatorului, că drepturile patrimoniale de autor asupra acestora aparțin Angajatorului în temeiul articolului 74 din Legea 8/1996 ("Legea 8/1996"). Cu toate acestea, în măsura în care acest articol 74 ar fi interpretat de către o autoritate competentă în sensul că reglementează o transmitere a acestor drepturi prin cesiune de la Salariat la Angajator, atunci Salariatul confirmă în mod expres că a cesionat aceste drepturi patrimoniale în conformitate cu cele de mai jos.

3. Pentru evitarea oricărui dubiu, Salariatul cesionează Angajatorului, începând cu data semnării Contractului Individual de Munca, în mod exclusiv, pentru întreaga durată de protecție conferită de lege și fără limitare de teritoriu (la nivel mondial):

a. toate Drepturile de Proprietate Intelectuala asupra tuturor operelor de creație intelectuală în legătură cu activitățile exercitate în baza sau în legătură cu Contractul Individual de Muncă ("Operele");

b. toate drepturile care ar putea fi recunoscute în viitor asupra Operelor (asa cum sunt definite mai sus) și care nu sunt recunoscute la data semnării Contractului Individual de Muncă;

c. Toate drepturile care pot fi recunoscute în viitor asupra altor opere de creație intelectuală

that could arise in the future as a result of the activities carried out on the basis of or in connection with the Individual Employment Agreement.

4. The assignment referred to in the points above will include all the methods provided by law for the use/exploitation of the Works in any form and on any support, current or having a form that can be developed in the future and not foreseen at the time of the conclusion of the Individual Employment Agreement. For the total, exclusive and unlimited assignment mentioned above, the Parties agree that the Employee will receive from the Employer a remuneration whose amount will be included in the gross monthly basic salary of the Employee. For the avoidance of any doubt, the Employee and the Employer expressly confirm that (i) they have agreed on the amount of the remuneration, (ii) they have agreed to include the amount of this remuneration in his basic gross monthly salary and that (iii) the Employer pays the Employee the remuneration together with the payment of the basic gross monthly salary, according to Clause J of this Individual Employment Agreement. The Employee and the Employer agree that the remuneration of the Employee is fair in relation to the benefits obtained by the Employer as a result of the assignment.

5. Inventions and Utility Models. In accordance with Law no. 64/1991 on patents, any invention has as its object a product or a process, in all technological fields, provided that it is new, involves an inventive activity and is susceptible to industrial applicability. In

care ar putea lua naștere în viitor ca rezultat al activităților exercitate în baza sau în legătură cu Contractul Individual de Muncă.

4. Cesiunea menționată la punctele de mai sus va include toate modalitățile prevăzute de lege de utilizare/exploatare ale Operelor sub orice formă și pe orice suport, actual sau având o formă care poate fi dezvoltată în viitor și nu este prevăzută la data încheierii Contractului Individual de Munca., Pentru cesiunea totală, exclusivă și nelimitată menționată mai sus, Părțile convin ca Salariatul să primească din partea Angajatorului o remunerație al cărei cuantum să fie inclus în salariul de baza lunar brut al Salariatului. Pentru evitarea oricărui dubiu, Salariatul și Angajatorul confirmă în mod expres ca (i) au convenit asupra cuantumului remunerației, (ii) au fost de acord să includă cuantumul acestei remunerații în salariul de baza lunar brut al acestuia și că (iii) Angajatorul plătește Salariatului remunerația odată cu plata salariului de baza lunar brut, conform Clauzei J din prezentul Contract Individual de Munca. Salariatul și Angajatorul convin că remunerația Salariatului este justă în raport cu beneficiile obținute de Angajator ca urmare a cesiunii.

5. Invenții și Modele de Utilitate. În conformitate cu Legea nr. 64/1991 privind brevetele de invenție, orice invenție are ca obiect un produs sau un procedeu, în toate domeniile tehnologice, cu condiția ca aceasta să fie nouă, să implice o activitate inventivă și

accordance with Law no. 350/2007 on utility models, the utility model protects any technical invention, provided that it is new, exceeds the level of simple professional skill and is susceptible to industrial application.

să fie susceptibilă de aplicabilitate industrială. În conformitate cu Legea nr. 350/2007 privind modelele de utilitate, modelul de utilitate protejează orice invenție tehnică, cu condiția să fie nouă, să depășească nivelul simplei îndemânări profesionale și să fie susceptibilă de aplicare industrială.

In accordance with Law no. 83/2014, patentable inventions and utility models protection ones (both categories) can be protected as service inventions. Service inventions are inventions that meet the following conditions:

În conformitate cu Legea nr. 83/2014, invențiile brevetabile și cele protejabile prin modele de utilitate (ambele categorii) pot fi protejate ca invenții de serviciu. Invențiile de serviciu sunt invențiile care îndeplinesc următoarele condiții:

a. They resulted from the exercise of the Employee's service duties, expressly entrusted within the Individual Employment Agreement and in the job description or established by other mandatory documents for the Employee, which provide for an inventive mission;

a. Au rezultat din exercitarea atribuțiilor de serviciu ale Salariatului, încredințate în mod expres în cadrul Contractului Individual de Muncă și în fișa postului sau stabilite prin alte acte obligatorii pentru Salariat, care prevăd o misiune inventivă;

b. They were obtained during the Individual Employment Agreement as well as for a maximum period of 2 years after its termination, as the case may be, through the knowledge or use of the Employer's experience through the use of the Employer's material means, as a result of the professional training and education acquired by the Employee through the care and expense of the Employer or by using information resulting from the Employer's activity or made available by him.

b. S-au obținut pe durata Contractului Individual de Muncă precum și pe o perioadă de maximum 2 ani de la încetarea acestuia, după caz, prin cunoașterea sau utilizarea experienței Angajatorului prin folosirea mijloacelor materiale ale Angajatorului, ca urmare a pregătirii și formării profesionale dobândite de Salariat prin grija și pe cheltuiala Angajatorului ori prin utilizarea unor informații rezultate din activitatea Angajatorului sau puse la dispoziție de acesta.

The Employer has the power to decide whether or not to classify an invention made by the Employee in the category of service inventions.

The Employee who creates an invention has the obligation to immediately communicate the presentation of the invention to the Employer, describing the solution to the solved problem with sufficiently clear data to define the invention and the conditions in which the invention was created. Within a period of 4 months from the receipt of the Employee's communication, the Employer will notify the Employee of the inclusion of the invention in the category of work inventions and if he claims the rights over it, in which case the rights over the invention will belong exclusively and in full to the Employer, based on of the law, without any other prior formality, in exchange for a remuneration to be established by the Employer, taking into account:

- i. the economic, commercial and/or social effects arising from the exploitation of the invention by the Employer or by third parties with the Employer's consent;*
- ii. the extent to which the Employer was involved in the realization of the invention, including the resources made available by him to the Employee for its realization;*
- iii. the creative contribution of the Employee, when the invention was created by several inventors of the Employee.*

[NB: the law provides for a quota of minimum 30% to be provided to the inventor that is an employee of the public entities (legal persons)

Angajatorul are competența de a decide cu privire la încadrarea sau nu a unei invenții realizate de Salariat în categoria invențiilor de serviciu.

Salariatul care creează o invenție are obligația să comunice de îndată Angajatorului prezentarea invenției, descriind soluția problemei rezolvate cu date suficient de clare pentru a defini invenția și condițiile în care invenția a fost creată. Într-un termen de 4 luni de la primirea comunicării Salariatului, Angajatorul va înștiința Salariatul asupra încadrării invenției în categoria invențiilor de serviciu și dacă revendică drepturile asupra acesteia, caz în care drepturile asupra invenției vor aparține în mod exclusiv și în totalitate Angajatorului, în temeiul legii, fără vreo altă formalitate prealabilă, în schimbul unei remunerații ce va fi stabilită de Angajator, având în vedere:

- i. efectele economice, comerciale și/sau sociale care decurg din exploatarea invenției de către Angajator sau de către terți cu acordul Angajatorului;*
- ii. măsura în care Angajatorul a fost implicat în realizarea invenției, inclusiv resursele puse la dispoziție de acesta Salariatului pentru realizarea acesteia;*
- iii. aportul creativ al Salariatului, când invenția a fost creată de mai mulți inventatori Salariați.*

[NB: legea prevede acordarea unei cote de minim 30% pentru inventiile de serviciu realizate de salariați ai angajatorilor persoane

whose object of activity is research and development.]

For the avoidance of any doubt, the assignment of the above Intellectual Property Rights' object consists exclusively of the works of intellectual creation resulting from the activities carried out by the Employee on the basis of or in connection with the Individual Employment Agreement and in no case has as subject to any other works of intellectual creation or Intellectual Property Rights (i) created by the Employee outside the hours spent at work, in his free time, or (ii) which have no connection with the activities carried out by the Employee on the basis of or in connection with Labor contract."

2. All other provisions of the Individual Employment Agreement remain unchanged.

This Addendum was concluded in 2 original copies, one for each party, today, [].

ANGAJATOR

Prin [] – administrator

de drept public care au în obiectul de activitate cercetarea - dezvoltarea]

Pentru evitarea oricărui dubiu, cesiunea Drepturilor de Proprietate Intelectuală de mai sus are ca obiect exclusiv operele de creație intelectuală rezultate în legătură cu activitățile exercitate de către Salariat în baza sau în legătură cu Contractul Individual de Muncă și în nici un caz nu are ca obiect orice alte opere de creație intelectuală sau Drepturi de Proprietate Intelectuală (i) create de Salariat în afara orelor petrecute la serviciu, în timpul liber, sau (ii) care nu au nicio legătură cu activitățile exercitate de Salariat în baza sau în legătură cu Contractul Individual de Muncă."

2. Toate celelalte prevederi ale Contractului Individual de Munca rămân neschimbate.

Prezentul Act Adițional a fost încheiat în 2 exemplare originale, câte unul pentru fiecare parte, astăzi, [].

SALARIAT

[]

Annex 1.4 NDA Template

DISCLAIMER

*** [EN] The information and opinions we provide herein are for informational purposes only. They do not constitute any form of legal advice and should not be relied on or treated as a substitute for specific advice relevant to particular circumstances and is not intended to be relied upon by you in making (or refraining from making) any specific decisions. The World Bank Group and its consultants shall accept no responsibility for any errors, omissions or for any loss which may arise from reliance on materials contained in this Guide and its Annexes. We recommend that you take appropriate legal advice from a qualified attorney before taking any action in connection to this document. This material is based on the legislation in act on August 31st, 2022. The World Bank Group and its consultants do not undertake the obligation to provide updated versions of this material to reflect changes to legislation and practice.

*** [RO] Informatiile si opiniile incluse in acest material sunt exclusiv pentru scopuri de informare. Ele nu constituie asistenta juridica sub nicio forma si nu va puteti baza pe acestea ca un substitut pentru asistenta juridica specifica pentru cazuri particulare si nu este redactat cu scopul de a va baza pe aceasta in a lua anumite decizii (sau a va abtine de la a lua anumite decizii). Banca Mondiala si consultantii acesteia nu accepta nicio responsabilitate pentru orice erori, omisiuni, sau orice pierderi care pot aparea ca rezultat al faptului ca v-ati bazat anumite actiuni pe continutul acestui Ghid si al Anexelor sale. Va recomandam sa solicitati asistenta juridica de specialitate din partea unui avocat calificat, inainte de a lua orice decizii bazate pe acest document. Acest document se bazeaza pe legislatia romana in vigoare la data de 31 August 2022. Banca Mondiala si consultantii acesteia nu isi asuma o obligatie continua de a va transmite o versiune actualizata a acestui document care sa reflecte modificari ale legislatiei sau practicii.

NON-DISCLOSURE, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

ACORD DE NEDIVULGARE, CONFIDENTIALITATE SI NESOLICITARE

This Non-Disclosure, Confidentiality and Non-Solicitation Agreement (the "**Agreement**") is made and entered between:

Acest Acord de nedivulgare, confidențialitate și nesolicitare („**Acordul**”) este încheiat între:

[], with its registered seat at [] Romania, [] [], legally represented by [], in his capacity as an [];

[], cu sediul în [] România, [] [], reprezentată legal prin [], în calitatea sa de [] ;

(hereinafter: "[]")

and

și

[•];

(hereinafter: "[•]")

[•];

([•] and [•] shall hereinafter together be referred to as: the "**Parties**"; or individually, a "**Party**").

([•] și [•] vor fi denumite în continuare împreună: „**Părțile**”; sau individual, o „**Parte**”).

RECITALS

CONSIDERENTE

(A) In the course of discussions or negotiations for the purpose of a [Transaction/ Project/ an Employment relationship/ etc], [•] will come into possession of or become aware of certain information deemed by [•] to be confidential;

(A) În cursul discuțiilor sau negocierilor în scopul [Tranzactiei/ Proiectului/ stabilirii sau executarii unor raporturi de munca], [•] va intra în posesia sau va lua cunoștință de anumite informații considerate de [•] ca fiind confidențiale;

(B) Any unauthorized use of Confidential Information (as defined below) by [•] or the unauthorized disclosure of such information by [•] to any person, firm or entity not contemplated by this Agreement will cause irreparable harm to [], therefore the Parties desire to set forth certain understandings regarding the use or disclosure of such information;

(B) Orice utilizare neautorizată a informațiilor confidențiale (așa cum este definită mai jos) de către [•] sau dezvăluirea neautorizată a acestor informații de către [•] oricărei persoane, firme sau entități care nu este prevăzută de prezentul acord va cauza un prejudiciu ireparabil [], prin urmare, Părțile doresc să stabilească anumite înțelegeri cu privire la utilizarea sau dezvăluirea unor astfel de informații;

(C) Any unauthorized solicitation of any [] officers, directors, consultants, other employees and/or other representatives will cause irreparable harm to [], therefore the Parties desire to set forth certain understandings regarding the non-solicitation of such persons; and

(C) Orice solicitare neautorizată a oricăror ofițeri, directori, consultanți, alți angajați și/sau alți reprezentanți ai [] va cauza un prejudiciu ireparabil [], prin urmare Părțile doresc să stabilească anumite înțelegeri cu privire la nesolicitarea de Informații Confidențiale din partea unor astfel de persoane; și

(D) As a result of the Parties' mutual desire, the Parties shall conclude this Agreement regarding the disclosure and use of any and all

(D) Ca urmare a dorinței reciproce a părților, părțile vor încheia prezentul acord cu privire la dezvăluirea și utilizarea oricărei și a tuturor

confidential information relating to [], as well as the non-solicitation of the above-mentioned persons should the [] not be finalized.

For and in consideration of the above premises which shall be deemed to be an integral part of this Agreement, the Parties hereby agree as follows:

ARTICLE 2. NON-DISCLOSURE; NON-SOLICITATION

2.1 Non-disclosure. [•] agrees that any and all Confidential Information, whether oral or written, which it receives or is disclosed to it by [•] or by any of [•]'s shareholders, officers, directors, consultants, other employees and/or other representatives, shall be and shall remain strictly confidential. [•] shall not, at any time, in any manner, directly or indirectly, divulge or in any manner whatsoever disclose to any other person, firm or entity whomsoever, all or any portion of the Confidential Information except as specifically authorized in writing by [] in connection with the furtherance of this Agreement. [•]'s obligation not to disclose any and all Confidential Information shall remain in effect for [] years after the expiry or termination of this Agreement.

[•] shall procure that its representatives to whom Confidential Information is to be made available acknowledge and comply with the provisions regarding Confidential Information contained in this Agreement and shall, at the request of [•], procure that each of its

informațiilor confidențiale referitoare la [], precum și la nesolicitarea de Informații Confidențiale din partea persoanelor menționate în cazul în care [] nu este finalizată.

Pentru și având în vedere premisele de mai sus, care vor fi considerate parte integrantă a prezentului acord, părțile convin după cum urmează:

ARTICLE 2. NEDIVULGARE; NESOLICITAREA

2.1 Nedivulgare. [•] este de acord că orice și toate informațiile confidențiale, verbale sau scrise, pe care le primește sau îi sunt dezvăluite de către [•] sau de către oricare dintre acționarii, ofițerii, directorii, consultanții, alți angajați și/sau ai [•] sau alți reprezentanți ai acestuia, vor fi și vor rămâne strict confidențiale. [•] nu va divulga, în niciun moment, în nici un fel, direct sau indirect, sau în orice fel, nici unei alte persoane, firme sau entități, toate sau orice parte a informațiilor confidențiale, cu excepția cazurilor autorizate în mod expres în scris de către [] în legătură cu realizarea acestui acord. Obligația [•] de a nu dezvălui nicio informație confidențială va rămâne în vigoare timp de [...] ani de la expirarea sau încetarea acestui acord.

[•] se va asigura ca reprezentanții săi, cărora le vor fi puse la dispoziție informațiile confidențiale, să recunoască și să respecte prevederile referitoare la informațiile confidențiale conținute în prezentul acord și, la cererea lui [•], se va asigura ca fiecare dintre

representatives to whom Confidential Information is to be made available shall, prior to receipt thereof, give an undertaking to [•] regarding the Confidential Information according to which they are bound by the terms of this Agreement as if they were parties thereto.

2.2 Limited Use of Confidential Information [•] agrees that it shall not in any manner, directly or indirectly, use or otherwise employ all or any portion of the Confidential Information except in furtherance of the discussions and negotiations with respect to the [•], and specifically, without limiting the generality of the foregoing, that it will not use or otherwise employ all or any portion of the Confidential Information for purposes other than for furtherance of the discussions and negotiations with respect to the [•].

2.3 Notwithstanding the above, [•] may disclose Confidential Information in accordance with a judicial or other governmental order provided that [•], subject to what is permitted under the applicable law, gives [] reasonable notice prior to such disclosure to allow [] a reasonable opportunity to seek a protective order or remedy. In the event that such protective order or other remedy is not obtained, or [] waives compliance with the provisions of this Agreement, [•] shall disclose only that portion of the Confidential Information which [•], as advised by opinion of [•]' counsel, is legally required and will exercise best efforts to ensure that confidential treatment will be accorded the Confidential Information [•] is compelled to disclose.

reprezentanții săi care vor avea acces la Informațiile Confidențiale, înainte de accesarea acestora, să va angaja față de [•] cu privire la informațiile confidențiale, asumându-și obligația de a respecta termenii prezentului acord ca și cum ar fi părți la acesta.

2.2 Utilizarea limitată a informațiilor confidențiale [•] este de acord că nu va utiliza în niciun fel, direct sau indirect, sau nu va folosi în orice alt mod, toate sau orice parte a informațiilor confidențiale, decât în continuarea discuțiilor și negocierilor cu privire la [•] și, în special, fără a limita generalitatea celor de mai sus, că nu va folosi sau nu va folosi în alt mod toate sau orice parte a Informațiilor Confidențiale în alte scopuri decât pentru continuarea discuțiilor și negocierilor cu privire la [•].

2.3 Fără a aduce atingere celor de mai sus, [•] poate dezvălui Informații Confidențiale în conformitate cu o hotărâre judiciară sau de altă natură guvernamentală, cu condiția ca [•], sub rezerva a ceea ce este permis de legea aplicabilă, să dea [] o notificare rezonabilă înainte de această dezvăluire pentru a permite [] o oportunitate rezonabilă de a solicita un ordin de protecție sau un remediu. În cazul în care un astfel de ordin de protecție sau un alt remediu nu este obținut, sau [] renunță la respectarea prevederilor prezentului Acord, [•] va dezvălui numai acea parte a informațiilor confidențiale care [•], conform avizului de [•], este obligatoriu din punct de vedere legal și va depune toate eforturile pentru a se asigura că li se va acorda un tratament confidențial informațiilor confidențiale [•] pe care trebuie să le dezvăluie.

2.4. Non-Solicitation. In the event that the [•] is not finalized for any reason whatsoever, [•], its shareholders, officers, directors, consultants, other employees and/or other representatives, shall not contact any [] officers, directors, consultants, other employees and/or other representatives during the entire period of the present Agreement and for a period of [] months after the termination date of this Agreement (the "**Restriction Period**").

2.6 Term and Termination. This Agreement shall become effective as of the date it is signed by both Parties and shall remain in effect for a period of [•] months, or in the event of the finalization of the [•] then until the conclusion of an agreement contemplating the [•].

ARTICLE 3. MISCELLANEOUS PROVISIONS

3.1. Binding Effect: This Agreement shall be binding upon the Parties, any affiliated parties, the Parties' successors and assigns and shall inure to the benefits of the Parties and their affiliates, successors and assigns.

3.2 Entire Agreement: This Agreement constitutes the entire agreement of the Parties regarding this subject and any prior discussions, warranties, representations, understandings or agreements are merged herein, and are thus superseded by this Agreement.

2.4. Nesolicitare. În cazul în care [•] nu este finalizată din orice motiv, [•], acționarii săi, ofițerii, directorii, consultanții, alți angajați și/sau alți reprezentanți, nu vor contacta niciun [] ofițeri, directori, consultanți, alți angajați. și/sau alți reprezentanți pe întreaga perioadă a prezentului Acord și pentru o perioadă de [] luni de la data încetării prezentului Acord („**Perioada de restricție**”).

2.6 Durată și încetare. Prezentul acord va intra în vigoare de la data semnării de către ambele părți și va rămâne în vigoare pentru o perioadă de [•] luni, sau în cazul finalizării [•], apoi până la încheierea unui acord care are în vedere [•].

ARTICOLUL 3. DISPOZIȚII DIVERSE

3.1. Efect obligatoriu: Prezentul acord va fi obligatoriu pentru părți, orice părți afiliate, succesori și cesionari ai părților și va aduce beneficii părților și afiliațiilor, succesorilor și cesionarilor acestora.

3.2 Întregul acord: Acest acord constituie întregul acord al părților cu privire la acest subiect și orice discuții anterioare, garanții, declarații, înțelegeri sau acorduri sunt fuzionate aici și sunt, prin urmare, înlocuite de prezentul acord.

3.3 Amendment: This Agreement cannot be amended except in writing, signed by all Parties.

3.4 Governing Law: This Agreement, its contents, and any dispute arising therefrom shall be construed in accordance with the laws of Romania.

3.5 Dispute Resolution: In the event of a dispute arising under or related to this Agreement, the Parties shall in good faith attempt to reach an amicable settlement. Failing such a settlement within 30 (thirty) calendar days, the dispute shall be exclusively adjudicated by the Romanian courts which have exclusive jurisdiction over any disputes arising out of this Agreement.

3.6 Notices: Any notices hereunder shall be sent to the Parties' respective addresses as set forth the below:

[]
Name: []
Address: []

[•]
Name: [•], [•]
Address: [•]

Notices shall be deemed to have been received by express courier within 3 (three) business days of sending.

IN WITNESS HEREOF, the Parties have executed this Agreement as it is in full compliance with their intent and as they are

3.3 Amendament: Acest acord nu poate fi modificat decât în scris, semnat de toate părțile.

3.4 Legea aplicabilă: Acest acord, conținutul său și orice dispută care decurge din acesta vor fi interpretate în conformitate cu legile din România.

3.5 Soluționarea litigiilor: În cazul unui litigiu apărut în temeiul sau legat de prezentul Acord, părțile vor încerca, cu bună-credință, să ajungă la o înțelegere pe cale amiabilă. În lipsa unei astfel de soluționări în termen de 30 (treizeci) de zile calendaristice, litigiul va fi soluționat exclusiv de instanțele române care au jurisdicție exclusivă asupra oricăror litigii care decurg din prezentul Acord.

3.6 Notificări: Orice notificări de mai jos vor fi trimise la adresele respective ale părților, după cum este menționat mai jos:

[]
Nume: []
Adresă: []

[•]
Nume: [•], [•]
Adresă: [•]

Notificările vor fi considerate a fi primite prin curier rapid în termen de 3 (trei) zile lucrătoare de la trimitere.

DREPT CARE, Părțile au încheiat prezentul Acord, deoarece este în deplină conformitate cu intenția lor și sunt pe deplin conștienți de

fully aware of its content and in full agreement with same.

conținutul acestuia și sunt deplin de acord cu acesta.

[] [•]

[] [•]

Annex 2. Business Model Canvas

Key partners <ul style="list-style-type: none"> Who are our key partners? Who are our key suppliers? Which key resources are we acquiring from partners? Which key activities do partners perform? 	Key activities What key activities are required by...? <ul style="list-style-type: none"> Our distribution channels Customer relationships Revenue streams 	Value propositions <ul style="list-style-type: none"> What value do we deliver to customers? Which of our customer's problems are we trying to solve? What business products and services are we offering to each customer segment? Which customers are we satisfying? 	Customer relationships <ul style="list-style-type: none"> What type of relationships do our customer expect us to establish and maintain with them? Which customer relationships are established? How are customer relationships integrated with the rest of our business model? 	Customer segments <ul style="list-style-type: none"> For whom are we creating value? Who are our most important customers?
	Key resources What key resources are required by...? <ul style="list-style-type: none"> Our distribution channels Customer relationships Revenue streams 		Channels <ul style="list-style-type: none"> Through which channels do our customer segments want to be reached? How are we reaching them now? How are our channels integrated? Which channels are most efficient? most effective? 	
Cost structure <ul style="list-style-type: none"> What are the most significant costs in our business model? Which resources are most effective? Which key activities are most expensive? 			Revenue streams <ul style="list-style-type: none"> For what value are our customers willing to pay? What and how are they currently paying? How much does each revenue stream contribute to total revenues? 	

Source: Strategyzer

Annex 3. Technology transfer Benchmarking Tool

The full list of indicators presented below represents an ideal benchmarking tool. For TTOs in their early days, some indicators may prove to be useless (such as the number of spin-offs) as they may not have had the chance to establish the processes or reach those results. Other indicators may prove to be cumbersome to investigate individually, and would require a systemic (national, for instance) approach (as it the case with workers's passion) to provide comparative worthy results.

The organization may decide not to fulfill one or several indicators, but there must exist an explanation. For example, the type of TTO model the organization chooses; some services may be in-house or outsourced and only some indicators apply.

The main assumption is that the TTOs must emulate a passion for valorised research and innovation in the organisation and in the region. This emulation goes beyond the quantitative performance and requires a qualitative flair. It must caption both the value creation (economic and societal), as well as the need to optimize the valorization process.

A second assumption is that most TTOs are at a starting point, in which they must set up structure and procedures, therefore performance indicators must refer to this incubate state. This evaluation criteria will help TTOs understand their potential impact and ability to generate value for³⁴:

- Companies: performance improvement, innovation capacity building, etc.
- Members: research attractiveness improvement, collaborations
- Society at large

Lastly, one must not forget that considering these criteria is highly complex, with multiple interfaces; they cannot be studied in isolation and must be placed always in context.

³⁴ https://www.technopolis-group.com/wp-content/uploads/2021/02/satt_note_de_synthese_vf_2020-10-23.pdf

Organisational context

- Internal Context - EC JRC KT Indicators
- Other indicators:
 - Organisational enthusiasm for R&I
 - Position of TTO personnel in the wage scale of the organisation
 - Profiles of researchers (fundamental research vs applied, research areas - one / multiple)
 - Interdisciplinarity
 - Publications - effervescence of research dissemination
 - Number of organisations sharing services in the KTO
 - Linkages to other organisations - diaspora
 - Twinning with other TTOs
 - Participation in associations
 - Number of KT champions
 - Accessibility of TTO to members / other parties
 - Clear procedures

External environment

- Environment - EC JRC KT Indicators
- Other indicators
 - Regional business expenditure on KT
 - Presence of industrial clusters in the region
 - Presence of Living Labs / Co-creation spaces in the region
 - Quality of interaction with the members of the ecosystem
 - Regional enthusiasm for R&D
 - Number of PROs in the region
 - KT competition in the region (and description of competitors)
 - Presence of R&I on the regional agenda
 - National or regional incentives for R&I

TTO

Internal processes

Activity - EC JRC KT Indicators

Other Indicators

Profile of personnel of TTO: skills, gaps in skills, knowledge level - further trainings

Personnel awareness of best practices in TTOs

Stability of personnel

Employee engagement in the workplace

Worker's passion

Time to process a request

Frequency of interaction with researchers / members

Data infrastructure of the TTO

Presence in the ecosystem of the TTO (presence in media, frequency of attendance, presence to conferences - creating connections)

"Moments that matter" in a year

Information dissemination regarding the TTO (researchers and outreach)

Portfolio balance on types of innovations (spread of IDFs in which stages)

Trainings for researchers on specific topics

Support for valorization instruments provided (type and quality of support)

Organisational agility - flexibility of mechanisms (layers of decision making, Existence of an IP Committee)

Impact

• Impact - EC JRC KT Indicators

• Other indicators:

• Regional culture change

• Interactions with decision makers at regional level

Input Area – External Environment – Other Indicators explained

Quality of interaction with the members of the ecosystem – *is there communication between the members of the ecosystem? Do they know each other?*

Regional enthusiasm for R&D – *as evidenced in presence of the topic in regional decision-makers discourse / events dedicated to the topic*

Presence of R&I on the regional agenda – *as evidenced in presence of the topic in regional strategic or regulatory documents*

Number of PROs in the region

KT competition in the region (and description of competitors) – *are there any other TTOs (public, private)?*

National or regional incentives for R&I (*such as fiscal incentives*).

Input Area – Organisational Context – Other indicators explained

Organisational enthusiasm for R&I – *as evidenced in presence of the topic in organisational decision-makers discourse / events dedicated to the topic*

Position of TTO personnel in the wage scale of the organisation

Profiles of researchers (fundamental research vs applied research, research areas - one / multiple) – *this indicator refers to the TTO knowing its “source of inputs”*

Interdisciplinarity – *in the same line to “know your source of inputs” – is there interdisciplinary capacity in the organisation or is research purely specialized?*

Publications - effervescence of research dissemination – *in the same line to “know your source of inputs” – how many research papers are disseminated early and in which topics?*

Number of organisations sharing services in the KTO – *if the case (for networked or regional TTOs)*

Linkages to other organisations – diaspora – *is the organisation part of international or national networks (for a PRO, for instance, such as European Universities, or other consortia)*

Twinning with other TTOs

Participation in associations – *such as [ASTP](https://www.astp4kt.eu/)³⁵, [AUTM](https://autm.net/)³⁶, other*

Number of KT champions – *as a best practice for TTOs, it is important to identify knowledge transfer champions (enthusiasts) within the community of the PRO / leader organisation and foster a functional network of these champions – this indicator aims to provide a snapshot of this best practice*

Accessibility of TTO to members / other parties – *how transparent is the TTO to the environment and the organisation? It is known? Is it easy to access / find information about?*

³⁵ <https://www.astp4kt.eu/>

³⁶ <https://autm.net/>

Clear procedures – *of the organisation in relation to the TTO – is the TTO clearly positioned in the organisational structure, is the chain of command / decision making procedure clear and straightforward, is the procedure regarding organisational funding for the TTO existent / clear?*

Output area – Internal Processes Indicators – Other Indicators explained

Profile of personnel of TTO: skills, gaps in skills, knowledge level - further trainings – *this indicator refers to the professionalization of the TTO personnel – are they specialized in topics related to the matter at hand or are they just assigned to the TTO within the organisation without dedicated skill.*

Personnel awareness of best practices in TTOs – *this indicator refers to the professionalization of the TTO personnel – are they up to date with information related to TTO best practice?*

Stability of personnel – *is the personnel of the TTO stable within the office / organisation or are they temporarily in their positions? Do they switch positions / organisations often? As the TTO relies in a significant manner on the network created, the constant shift of personnel may undermine the relation with stakeholders, as both researchers and other members shall have to continuously get reacquainted with new staff.*

Employee engagement in the workplace – *this is an HR related indicator. It shows how committed is the personnel for the goals of the organization. For more details about surveys for employee engagement, refer to the [Gartner Guide on the topic](#).*

Worker's passion – *this is a “nice to have, but not mandatory” indicator – it reflects the capacity of the TTO to emulate passion on the topic and grow the sector. However, this indicator may prove to be cumbersome to investigate at the level of a single TTO. It may be useful to run a periodical assessment at national level (for instance, via an online survey) that maps this situation for all TTOs. This indicator is calculated from a survey as Percentage of employees most passionate about their jobs – it may be considered one of the key factors towards “performance improvement and accelerated learning”³⁷. For survey questions on Workers’ Passion, refer to *Unlocking the passion of the Explorer* by John Hagel III, John Seely Brown (JSB) [here](#). It is quantified from three elements:*

- *“Commitment to Domain—Long-term commitment can be understood as a desire to have a lasting and increasing impact on a particular domain (industry sector or function) and a desire to participate in the domain for the foreseeable future.” – questions in survey related to the period TTOs personnel has worked in the field + if they see themselves in the field in the foreseeable future*
- *“Questing - The Questing disposition drives workers to go above and beyond their core responsibilities. Workers with the Questing disposition constantly probe, test, and push boundaries to identify new opportunities and learn new skills.” – questions in the survey related to the new skills / knowledge acquired by the personnel*
- *“Connecting – [...] workers with a Connecting disposition often seek deep interactions with others in related domains to attain insight that they can bring back into their own domain.” – questions in the survey related to the networking of the personnel.*

³⁷ <https://www2.deloitte.com/us/en/insights/topics/talent/unlocking-the-passion-of-the-explorer.html?cid=hp:ft:01>

Time to process a request in the TTO – *this indicator relates to the best practice in TTOs of “proper customer service” – how long does it take to process information / requests*

Frequency of interaction with researchers / members - *this indicator relates to the best practice in TTOs of “proper customer service” and “networking”*

- Data infrastructure of the TTO - *this indicator relates to the best practice in TTOs of “clear data structures” – how is information stored (related to IDFs, researchers, members, etc.)*
- Portfolio balance on types of innovations (spread of IDFs in which stages) – *the aim of the TTO is to have a balanced portfolio. However, for TTOs in their early development stages, their portfolio may be unbalanced until they reach a critical mass of IDFs and until there is enough time for the seeds to grow. For more information about portfolio balance, you may refer to MIT Industrial Performance Centre - Benchmarking Research and Technology Organizations (RTOs): A Comparative Analysis³⁸*
- "Moments that matter" in a year - - *this is a “nice to have, but not mandatory” indicator – it reflects the capacity of the TTO to generate the perception of impact for its stakeholders – as it refers to the perception of impact, not impact per se, we are quantifying it in this section – the “moments that matter” are the moments that impact an employee’s organizational experience most significantly throughout their day, year, and career.³⁹ (also known as moments of truth) – for the purpose of this benchmarking tool, we shall to moments that matter for all actors involved with the TTO, from personnel to companies to researchers to partners.*

Presence in the ecosystem of the TTO - presence in media, frequency of attendance, presence to conferences – outreach dissemination - *this indicator relates to the best practice in TTOs of “networking - creating connections” - to correlate with the Organisational Context indicator - Accessibility of TTO to members / other parties*

Information dissemination regarding the TTO to researchers and the PRO – *similar to the previous indicator, but it refers to interactions within the organisation – to correlate with the Organisational Context indicator - Accessibility of TTO to members / other parties*

Trainings for researchers on specific topics – *does the TTO offer specific trainings for researchers?*

Support for valorisation instruments provided (type and quality of support) – *what types of valorisation instruments does the TTO provide support for? The aim here is to provide support for all types, but in the early stages of the TTO that may not be the case. For instance, they may just support with invention disclosures.*

Organisational agility - flexibility of mechanisms, for instance:

- how many layers of decision making are there for the TTO – *is the TTO far down the line in the organisational structure – the longer the chain of command and access to higher leadership of the leader organisation, the less flexible the TTO.*

³⁸ Carlos Martínez-Vela, Ph.D, Senior Researcher, MIT-IPC Working Paper 16-005, June 2016 - <https://ipc.mit.edu/sites/default/files/2019-01/16-005.pdf>

³⁹ <https://www.gartner.com/smarterwithgartner/focus-on-moments-that-really-matter-to-employees>

- Existence of an IP Committee – *if the existence of an IP Committee may prove to be beneficial as it (peer) and (pre)-validates ideas, the fact that the Committee is usually in session only a few times a year may delay the process and affect the time to process a request. The TTO must evaluate this indicator from the point of view of the benefit to the organisation. Keep in mind that the existence of such a body is usually a risk management measure for the leader organisation, that may push for its inclusion, therefore procedures to mitigate it lengthening the process should be in place.*

Output area – Impact Indicators - Other Indicators explained

Regional culture change - *this indicator is based on case studies rather than quantitative assessment. For instance, is there a more effervescent conversation in the regional about innovation and/or research?*

Interactions with decision makers at regional level – *how often does the TTO gets to be part of the conversation on regional development? The goal is for the TTO to become a constant part of the decision-making process on development at regional level.*

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