

APPROVED

RISEBA Senate meeting 27.10.2010. minutes No 1.1-07/06

AMENDMENTS

RISEBA Senate meeting 12.02.2025. minutes No 25/1.1-7/3

STUDENTS' INTELLECTUAL PROPERTY MANAGEMENT REGULATION**GOAL**

The Regulation sets out the procedure for managing the intellectual property created by the RISEBA students.

SPHERE

The Regulation is binding upon the RISEBA personnel: academic and general, as well as students.

TERMS AND ABBREVIATIONS

RISEBA - RISEBA University of Applied Sciences.

Intellectual property - invention, design, trademark, semiconductor products topography, know-how or work protected by the Copyright Law, which resulted from the scientific, academic or artistic activity.

Employee - a person with whom the RISEBA signed the employment contract, the work performance contract, the copyright agreement or an agreement for the implementation of any project.

Student - a person with whom the RISEBA signed the study agreement or the education agreement.

Study agreement - the study agreement or the education agreement of other kinds signed with a Student.

Third Persona - natural or a legal person other than the Employee or the Student

Commission - the Intellectual Property Management Commission formed by the RISEBA, which composition is defined by Rector and which competence includes evaluation of matters of dispute or especially important aspects of RISEBA and adoption of decisions on behalf of the RISEBA for exercising rights or refusing to exercise rights to the Intellectual Property. Decisions on using the RISEBA Intellectual Property out of the RISEBA, as well as decisions authorizing the use of or prohibiting from using the RISEBA name and symbols.

Property rights - Rights set out in Section 15 of the Copyright Law.

Personal rights - Rights set out in Section 14 of the Copyright Law.

1. The RISEBA Rights to the Intellectual Property Created by Students

- 1.1. If a Student has created the Intellectual Property, performing the duties arising from the Study Agreement or the Education Agreement, the property rights to such Intellectual Property shall belong to the RISEBA within the duration of the Study Agreement.
- 1.2. If a Student has created the Intellectual Property out of the Study Agreement or the Intellectual Property has been created under the direction of the Employee, however, the financial, material or other resources of the RISEBA or supplied through the RISEBA have been used to a substantial extent in creating it, the property rights to such Intellectual Property created by the Student shall belong to the RISEBA within the duration of the Study Agreement.
- 1.3. After the Study Agreement ends, the RISEBA will reserve the right, without remuneration and agreement with the Student, for the advertising purposes or for the needs of the study process of the RISEBA, to fully or partly publish, publicly perform, distribute, transmit, retransmit or make public the Intellectual Property created by the Student.
- 1.4. After the Study Agreement ends, all property copyright to the Intellectual Property shall pass to the Student to a full extent.

2. Informing, Approving and Procedure for Using the Intellectual Property

- 2.1. The RISEBA (with the Commission assistance) task is to efficiently exercise the RISEBA rights to the Intellectual Property. For performing this task, the Commission shall evaluate the Intellectual Property commercial potential and, if necessary, shall submit the patent application, the design registration application at the relevant, state institutions, shall issue a license or sign the license agreement for using the Intellectual Property or shall carry out other activities for managing the RISEBA Intellectual Property.
- 2.2. A Student has a duty to immediately inform the RISEBA about the Intellectual Property created within the duration of the Study Agreement, under the guidance of the RISEBA Employee, or applying the RISEBA resources.
- 2.3. The RISEBA has right to request from the Employee and/or the Student any information about the Intellectual Property created.
- 2.4. The Intellectual Property created by the Student shall be evaluated by the relevant program professor and director, and in consideration of the work novelty and quality, they shall adopt a decision on whether it shall be published, publicly performed, distributed, transmitted, retransmitted or made public and whether this shall be done with or without the RISEBA name.
- 2.5. If the relevant program professor and director adopt a decision, prohibiting from publishing, public performing, distributing, transmitting, retransmitting or making public the Intellectual Property created by the Student, the Student has right to contest such decision, submitting a complaint to the Commission.
- 2.6. The Commission shall consider a complaint and information about the created Intellectual Property, which was received from the Student, shall provide an opinion on its novelty, quality and commercial potential and shall adopt a decision on the cancellation or keeping in force of the decision adopted by the relevant program professor and director.
- 2.7. If in the opinion of the Commission members, it is necessary to invite an expert for evaluating the Intellectual Property novelty, quality and commercial potential, then, agreeing with the Rector, there shall be adopted a decision on involving an expert.
- 2.8. The Commission has a duty to examine the Student's complaint (incl. with involvement of an expert, if necessary) within one month from the date of receiving the Student's complaint.
- 2.9. In the event that the relevant program professor and director or the Commission adopt a decision on publishing the Intellectual Property, the Student shall ensure the placement of the RISEBA name and symbol on the Intellectual Property or within the Intellectual Property (if possible).
- 2.10. If exercising its property rights to the Intellectual Property created by the Student and mentioned in Section 1 of this Regulation, the RISEBA gains income within the duration of the Study Agreement, the Commission shall decide on division of such income.
- 2.11. If it appears necessary for the RISEBA to create a certain Intellectual Property and it is created in addition to the study process or work duties, a supplementary agreement shall be signed in that connection, setting out, inter alia, the remuneration aspect.
- 2.12. If the Student's Intellectual Property is created, additionally using any Third Person's intellectual or financial resources, the Student shall inform the RISEBA thereof. In this case an agreement shall be signed with the Third Person on the rights to the Intellectual Property created. The Agreement terms and conditions shall be developed and approved on the part of the Commission, taking into consideration the RISEBA and the Third Person's contribution to creating the Intellectual Property.
- 2.13. Prior to being submitted to the Rector for signing, the terms and conditions of any agreement on creating or using the Intellectual Property shall be approved by the Commission.
- 2.14. The Commission shall ensure and organize preparation of the documents and carrying out of the activities for ensuring the protection and registration of the RISEBA Intellectual Property.

3. Use of the Intellectual Property out of the RISEBA

- 3.1. If a Student intends to use the Intellectual Property for own purposes or for the Third Person's needs, the property rights to which belong to the RISEBA, out of the RISEBA, the Student shall submit relevant request to the director of the study program according to which he or she studies, who shall adopt a decision, authorizing the use of or prohibiting from using the Intellectual Property out of the RISEBA.
- 3.2. The Student has right to contest the decision referred to in Paragraph 3.1. of this Regulation at the Commission, submitting a complaint in writing.
- 3.3. If a decision is adopted in accordance with the procedure set out in this Section, authorizing the use of the Intellectual Property out of the RISEBA. there shall be signed an agreement on the use with the Employee, the Student or the Third Person in case if a financial benefit is gained from such use.
- 3.4. Prior to being presented to the Rector for signing, the terms and conditions of any of the Intellectual Property use agreement referred to in Paragraph 3.3. of this Regulation shall be approved by the Commission or its authorized person.

4. Use of the RISEBA Name and Symbol

- 4.1. Except if allowed by the RISEBA, it is prohibited to register a trademark or a firm, in which the RISEBA or its structural unit name is used in any manner.
- 4.2. Except if allowed by the RISEBA, it is prohibited to use the RISEBA or its structural unit name and symbols within the framework of any commercial activity, including for distributing any goods or providing any services.
- 4.3. If a Student or a Third Person intends to use the RISEBA or its structural unit name or symbols for their own purposes in any manner in addition to what is set out in Sections 2-3 of this Regulation, e.g., within the framework of commercial activity, such person has a duty to submit such application to the Commission or its authorized person.
- 4.4. A decision regarding the use of the RISEBA or its structural unit name or symbol for the purposes of a Third Person in any Student or a Commission or its authorized person.
- 4.5. Prior to being presented to the Rector for signing, the terms and conditions of any agreement, authorizing the use of the RISEBA or its structural unit name or symbols shall be approved by the Commission or its authorized person.
- 4.6. A Student or a Third Person may start using the RISEBA or its structural unit name symbol only after receiving an authorization from the Commission or its authoriz person and/or signing the agreement referred to in Paragraph 4.5. of the Regulation.

This Regulation was prepared in consideration of the norms of the following legal acts:

Copyright Law of the Republic of Latvia,
Patent Law of the Republic of Latvia,
Law on Designs of the Republic of Latvia,
The RISEBA By-Law.