

**University of Ljubljana, Faculty of Mechanical Engineering**, Aškerčeva 6, represented by the Dean Prof. Jernej Klemenc, PhD (hereinafter referred to as **FME**), VAT ID number: SI28118081,

\_\_\_\_\_, \_\_\_\_\_ represented by \_\_\_\_\_ (hereinafter referred to as **Company**), VAT ID number: \_\_\_\_\_, \_\_\_\_\_

**and**

\_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as Student),  
tax number: \_\_\_\_\_.

**Collectively referred to as “Contracting Parties” or each individually as a “Contracting Party”, hereby conclude the following**

## **AGREEMENT**

**on the Recognition of Intellectual Property Rights in the Preparation of a Dissertation in Collaboration with a Company**

### Article 1

(Introductory provision)

The Contracting Parties initially recognise that:

- the Student is enrolled in the \_\_\_\_\_ *study programme in Mechanical Engineering* - \_\_\_\_\_, orientation \_\_\_\_\_, conducted by the University of Ljubljana, Faculty of Mechanical Engineering;
- the award of the university level \_\_\_\_\_ includes the preparation and defence of a thesis;
- the Student prepares the thesis under the supervision of a higher education teacher  
\_\_\_\_\_ employed at the FME or involved in implementing the FME study programmes;

- the Company has an interest in cooperating with FME and the Student to prepare the thesis;
- the Company has appointed \_\_\_\_\_ as a Workplace Mentor of the Student's thesis;
- the mutual cooperation is to enable the Student to integrate data from the business environment into the thesis;
- this Agreement is concluded in order to regulate the mutual relations in implementing this Agreement and in relation to the results to be obtained from the mutual cooperation.

## Article 2

### (Description of cooperation)

The Contracting Parties agree to cooperate in the project in the manner described in ANNEX 1 of this Agreement.

## Article 3

### (Duration of the Agreement)

The Agreement is concluded up to and including the public presentation of the thesis, which is scheduled for \_\_\_\_\_. Regardless of the above, the provisions of Article 7, 8 and 9 remain in force even after the public presentation of the thesis.

## Article 4

### (Obligations of FME)

The obligations of FME are:

- to assign a mentor to the Student from among the FME staff (hereinafter referred to as "Mentor");
- the Mentor, in cooperation with the Workplace Mentor or the contact person in the Company, draws up work programme for the thesis;
- the Mentor guides, advises and supervises the implementation of the thesis;
- before the defence of the thesis, or other public disclosure of the results of the thesis, to ensure that the results of the thesis are adequately protected by appropriate intellectual property rights (e.g. patent, design, trademark, trade secret), either by the University of Ljubljana or by notifying the Company in good

time if the results of the thesis under this Agreement belong to the Company under ANNEX 1;

- in the event of interest shown by the Workplace Mentor, to invite him/her as a guest to the defence of the thesis.

## Article 5

(Company's obligations)

The Company's obligations are to:

- appoint a Workplace Mentor or contact person from among the Company's experts who in cooperation with the FME Mentor, provides the Student with professional support and ensures that the Company creates the other conditions for a professionally appropriate and timely completion of the thesis;
- inform the Student of the Company's rules on health and safety at work, protection of trading secrets, etc. before the start of the collaboration;
- ensure that the Student has the material requirements for the work, which will enable him/her to complete the thesis on time and to a high standard;
- because the results of the final theses of publicly funded courses are public, to enable the publication of the results of the work in the form of a final thesis and possible contributions to conferences and journals. The Company will control the use of confidential information already at the time of writing the thesis and ensure that the thesis contains no content that would prevent publication of the thesis in the Repository of the University of Ljubljana in order to protect trade secrets;
- validate the results of the thesis under the applicable internal procedures under realistic conditions before possible use.

## Article 6

(Obligations of the Student)

The obligations of the Student are to:

- carry out the described work programme regularly and conscientiously;
- follow the instructions of the Mentor, co-Mentor and Workplace Mentor;
- comply with the Company's regulations with which he/she has been previously familiarised and which relate to the performance of the work;
- protect the Company's trade secrets;

- keep adequate documentation of the work carried out and to report on this work in the form of a thesis;
- obtain the appropriate rights and permissions of the (co-)owners of these results, copyright and other rights and, if applicable, the written consent of the Mentor before including the results of the joint work of several persons, works of third parties and other rights in the thesis;
- name all persons who have contributed to the research results appropriately in the thesis and all other publications directly related to the work under this Agreement;
- if the work results in the creation of a computer program, to obtain the consent of the Mentor or other persons who have contributed to the creation of the source code, both in relation to the publication itself and in relation to the licence specifying the conditions of use of the computer program, before publishing the source code;
- notify the University of Ljubljana, under the provisions on the management of industrial property rights at the University of Ljubljana, of the invention or other industrial property, including know-how, relating to the computer program if it was created on the premises and/or with the resources of the University of Ljubljana.

## Article 7

(Intellectual property rights regarding written final part of the study)

The following intellectual property rights provisions apply to the Student's written thesis:

- The thesis must result from an independent work of the Student, to which he/she has a copyright as the author under the applicable legislation and the internal regulations of the University of Ljubljana.
- The Student undertakes to transfer to the University of Ljubljana the right of reproduction, including the right of storage in electronic form, and the right of non-exclusive, free, unlimited in space and time, public access to the written work under the regulations of the University of Ljubljana before graduation. The Company acknowledges that the University of Ljubljana publishes the written thesis of the Studies in the Repository of the University of Ljubljana.
- Subject to the obligations referred to in the previous indent of this article, the Student independently holds the copyright to the thesis, but not to restrict the Company's use of the specific results of the mutual cooperation. The commercial

exploitation of the results of the cooperation by the economic operator shall not unduly interfere with the Student's copyright in the thesis.

## Article 8

(Intellectual property rights on results)

Intellectual property rights in the results under this Agreement shall mean all types of industrial property rights (patent, trademark, design, etc.), copyrights and know-how protected as trade secrets by the respective Contracting Party.

Each Contracting Party shall be and remain the owner of all copyrights and other intellectual property rights in its creations or products or in the prior know-how created by it.

If the parties jointly produce results in their cooperation, they shall become joint owners of such results. The ownership, management and legal protection of these results will be the subject of a separate joint ownership agreement based on the framework agreement in ANNEX 1. The Contracting Parties will consider this in all applications for registration of industrial property rights, public announcements and presentations, commercial exploitation of such results, etc.

The ownership rights and the right to use the project results will be defined by the Contracting Parties in ANNEX 1 of this Agreement.

## Article 9

(Protection of confidential information)

The Contracting Parties undertake to treat as confidential all data and information which constitute either a trade secret of the University of Ljubljana or its members or a trade secret of the Company and which come to their knowledge in their participation in a project.

Data and information marked as "confidential" or "trade secret", and other data the disclosure of which could clearly cause harm to one of the Contracting Parties, shall be used by the Contracting Parties only in the context of the work and shall not be used for their own purposes or disclosed to third parties without the consent of the owner of the confidential information or data. The foregoing obligation shall survive the completion of the project or the termination of the cooperation under this Agreement.

All confidential data and information shall remain the exclusive property of the Contracting Party holding such confidential data and information. This Agreement does not give either Contracting Party any rights to the confidential information of other

Contracting Parties. Nothing in this Agreement shall constitute a permission or licence to use the confidential information.

In the event that either Contracting Party uses the confidential information received in a design, invention, device, process, product, innovation, trademark, model, service or for any other purpose that has or may have a financial counterpart contrary to the terms of this Agreement, such Contracting Party acknowledges and agrees that all material copyrights, related rights and/or other intellectual property rights (whether registered or unregistered) or other rights belong to the Contracting Party owning the confidential data and information.

Each Contracting Party shall promptly return to the other party, upon the other party's prior written request, all confidential data and information in tangible form, including, without limitation, all documentation, brochures, computer programs, notes, prototypes, designs, equipment and copies thereof, whether in electronic or physical form.

The Contracting Parties accept that all confidential data and information is "as such" and experimental in nature and that its use involves certain risks. The Contracting Party in possession of such confidential data and information does not guarantee the usability of the information (and materials, the absence of third party rights in relation to the materials) and shall not be liable for any damage suffered by the second Contracting Party or third parties because of the use of the confidential data and information, nor for any commercial success (profit) if commercial exploitation of the results occurs with which the confidential data and information are associated.

## Article 10

(Termination of the Agreement)

This Agreement may be terminated:

- by mutual consent,
- due to inactivity by the Company (failure to reply to correspondence from the Mentor or the Student within five days),
- if one of the Contracting Parties fails to fulfil its obligations.

Termination of the Agreement must be in writing and will take effect immediately upon receipt by the counterparties.

## Article 11

(Settlement of disputes)

The Contracting Parties shall resolve all disputes arising in connection with this Agreement by mutual consent. If they fail to do so, the competent court in Ljubljana shall have jurisdiction to settle such disputes.

Article 12

(Final provision)

The Agreement shall be concluded and valid when it has been signed by all the Contracting Parties.

The Agreement shall be concluded in three (3) identical copies, with each Contracting Party receiving one copy.

**For the Company:**

(stamp)

**For the University:**

(stamp)

\_\_\_\_\_, Director

prof. Jernej Klemenc, PhD, Dean

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

In \_\_\_\_\_, \_\_\_\_\_

In Ljubljana, \_\_\_\_\_

**Workplace Mentor:**

**Mentor:**

\_\_\_\_\_

\_\_\_\_\_

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(signature)

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(signature)

**Student:**

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(signature)

In \_\_\_\_\_

Annex 1: Description of participation, ownership and the right to use the results

**ANNEX 1: DESCRIPTION OF THE WORK, OWNERSHIP AND RIGHT TO USE THE RESULTS**

Intellectual property rights should be divided between the parties so it reflects their work packages, contributions and interests. The Company may become the full owner of the IPR or obtain the exclusive right to use it if it bears the full cost of the research/production or if the rights can be transferred to it at a later stage on commercial terms. In the table below, the Contracting Parties indicate the contributions and, on this basis, the ownership of the results or the right to use them.

1. Project goals				
2. Outline of the problem				
3. Progress of the project (timetable, milestones)				
4. Role and contributions to project implementation		Student	FME	Company
	Tasks, activities			
	Location (e.g. laboratory or other facilities with equipment for working on the project)			
	Resources			
	Material			
	Prior knowledge <i>(includes data, information and other knowledge, whatever its nature or form, intellectual</i>			

	<p><i>property rights that existed before the start of the collaboration and that are necessary for implementing the project and the production and use of the project outputs)</i></p>			
	<p>Other (specify)</p>			
<p>5. Expected results</p>	<p><input type="checkbox"/> new business model</p> <p><input type="checkbox"/> invention (possible patent protection)</p> <p><input type="checkbox"/> innovation</p> <p><input type="checkbox"/> process improvement</p> <p><input type="checkbox"/> know-how</p> <p><input type="checkbox"/> software</p> <p><input type="checkbox"/> copyrighted work</p> <p><input type="checkbox"/> other: _____</p>			
<p>6. Framework agreement on the ownership and use of intellectual property <i>(select one option)</i></p>	<p><input type="checkbox"/> The use of the results is open to all on equal terms (all results, including source code, are published and NOT protected by intellectual property rights, either because they do not qualify for any of the rights or because they are not commercially interesting).</p> <p><input type="checkbox"/> The result belongs to the University of Ljubljana, with the Company having the right of first refusal for a licence or sale agreement to be exercised within six (6) months of completing the project.</p> <p><input type="checkbox"/> <u>Joint ownership of the results in these shares:</u></p> <ul style="list-style-type: none"> <li>• University of Ljubljana _____</li> <li>• Company _____</li> </ul> <p>The Contracting Parties agree on one of these options for further commercial use of the results <i>(select one)</i>:</p>			

	<ul style="list-style-type: none"> <li>• <input type="checkbox"/> the Company has a <b>non-exclusive right</b> to use the results against payment of a licence fee;</li> <li>• <input type="checkbox"/> the Company has a <b>exclusive right</b> to use the results against payment of a licence fee;</li> <li>• <input type="checkbox"/> the Contracting Parties shall jointly commercially exploit the results and share the revenues under the above shares in the results;</li> <li>• <input type="checkbox"/> the Company has the exclusive right to exploit the results in the industrial field _____ exploit the results in the industrial field _____</li> </ul> <p><input type="checkbox"/> The results (part of the contract research) belong to <i>the Company</i>*</p> <p>_____</p> <p><input type="checkbox"/> The results belong to the Student and are at his/her disposal.</p>
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\*Enter the contract or project number assigned by R&D department