
GENERAL POLICY IN REGARD TO INTELLECTUAL PROPERTY AT PONTIFICIA
UNIVERSIDAD CATÓLICA DEL PERÚ

INTRODUCTORY TITLE

CHAPTER I

PRINCIPLES

ARTICLE I.- Purpose of policy. The purpose of this policy is the promotion, protection and dissemination of the different forms of intellectual property developed at Pontificia Universidad Católica del Perú. To this effect, it establishes management criteria and assigns rights and obligations.

ARTICLE II- Mission of the University. The educational and teaching mission in values which meets the University with autonomy and social service vocation, guides the exercise of the rights on intellectual creations developed by members of the University community.

ARTICLE III- Social role. *Pontificia Universidad Católica del Perú* as an academic community creator and promoter of culture, learning and knowledge, shall ensure that any rights resulting from intellectual production is exercised in a manner consistent with its mission and for the benefit of the human being and society in general.

ARTICLE IV- Ethical commitment of the creators. It is obligation of the members of the University community, as source of scientific and cultural knowledge, to promote respect for the production of those who develop intellectual creations in their different expressions.

ARTICLE V- Obligations and rights of the University to safeguard intellectual production. The University promotes the development of different forms of intellectual creation in the framework of the university activities inherent to members of its community and recognizes that intellectual property rights should benefit the creators and inventors as possible.

The University has legitimate rights on intellectual creations designed or implemented by its faculty and administrative personnel, researchers and students when they are carried out in the course of their responsibilities with the University or with the use of resources of its ownership.

The University promotes the respect for and recognition of the intellectual property rights which correspond to authors and inventors, the University and to third parties with whom cooperation agreements have been signed.

Article VI- Respect for biodiversity and traditional knowledge. The University will ensure strict compliance with national and supranational regulations of the intellectual production of faculty and administrative personnel, researchers and students, in any form, on access to biological resources or traditional knowledge related to these resources.

ARTICLE VII.- Promotion of sustainable development. The University will ensure that the intellectual production developed by its faculty and administrative personnel, researchers

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and students, promotes sustainable development as a means to improve the quality of life.

ARTICLE VIII.- Responsibility of the creators. Opinions expressed in the works and research works published or disclosed by the University, or presented by its faculty and administrative personnel, researchers and students, are the sole responsibility of the authors and do not compromise the University as a whole.

ARTICLE IX.- Respect and proper use of trademarks of the University. It is the duty of the University to ensure the proper affirmation of its visual identity as an institution. Therefore, the academic and administrative units, faculty and administrative personnel, researchers, and students must comply with the technical regulations on the use of trademarks of the University, pursuant to the Visual Identity Guide.

ARTICLE X.- Good faith. The University, in accordance with the principle of good faith, presumes that the intellectual production of the faculty and administrative personnel, researchers and students is authorship of them, and with said production, the intellectual property rights of third parties have not been infringed; when proven otherwise, the responsibility for damages will be borne exclusively by the infringing persons, leaving the University free of any type of responsibility

CHAPTER II

DEFINITIONS

For the purpose of this Regulation:

1) Intellectual property. Law that protects scientific, literary and artistic productions and technological developments as result of human talent, provided that they are susceptible to be expressed in any type of format, production, reproduction or dissemination already known or to be known.

Intellectual property includes mainly industrial property, copyright and neighboring rights.

2) Moral rights. These are the recognitions to which the author is entitled for the paternity of his/her creation. These recognitions empower him/her to demand his/her name be mentioned in the title of the work each time it is used and to enforce the integrity of the creation being able to object to any distortion, mutilation or other alteration of the work. Likewise, he/she allows or authorizes the modifications or variations thereof; keeps the work unpublished or published anonymously or pseudonymously or others established by the Law. Moral rights are perpetual, unalienable, guaranteed against seizure, and imprescriptible.

3) Economic rights. These rights allow the author exploits his/her work to get benefits. They include the exclusive right to make, authorize or prohibit the reproduction of the work by any form or procedure; communication to the public of the work by any means; making available to the public, among others.

Economic rights may be transferred by legal mandate or presumption, by inter vivos or causa mortis, and belong to the author, to the University and to the financing or

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contracting organizations, in the partial or total percentages that are arranged and indicated in the Intellectual Property Agreement.

4) Copyright. Branch of intellectual property that deals with the protection of the moral and economic rights of authors over their works. Copyright protects formal creations and not ideas, provided that they enjoy originality and are subject to being disclosed or reproduced in any form.

5) Works protected by copyright. Literary works, in any form of expression; such as, books, theses, magazines, brochures, lectures, speeches, sermons and didactic explanations; musical compositions with or without lyrics; dramatic works and dramatic including any accompanying music, choreographies, pantomimic and scenic works in general; audiovisual works; plastic art works, whether or not they are applied, including sketches, drawings, paintings, sculptures, engravings and lithographs; architectural works; photographic works and those works expressed by a process analogous to photography; illustrations, maps, mud maps, plans, outlines and plastic works related to geography, topography, architecture or science; slogans and phrases to the extent that they have a form of literary or artistic expression, with characteristics of originality; computer programs; anthologies or compilations of diverse works or expressions of folklore, and databases, provided that said collections are original because of the selection, coordination or arrangement of their content; news articles, whether or not on current events, reports, editorials and commentaries; and, in general, any other intellectual production in the literary or artistic domain, with characteristics of originality and capability of being disclosed or reproduced by any means or procedure, known or unknown.

6) Author. Natural person that performs the intellectual creation, exercises the original ownership and enjoys the moral and economic rights over the work.

7) Ownership of a work. The holding of the owner of the copyright.

8) Original holder. The one that emanates from the sole creation of the work.

9) Original work. Work initially created by the author.

10) Collaborative work. Work jointly created by two or more natural persons, who will jointly be the original owners of the moral and economic rights over it, and must exercise their rights by mutual agreement. When the contributions are divisible or the participation of each co-author belongs to different genres, each of them may, unless otherwise agreed, separately exploit their personal contribution, provided that it does not interfere with the exploitation of the common work.

11) Collective work. Work created by several authors, on their own initiative and under the coordination of a person, natural or legal, who discloses and publishes it under their direction and name and in which, it is not possible to identify the authors or their different contributions are merged in such a way in the work as a whole with the purpose of its conception, which is not possible to attribute an undivided interest to each of them over the completed work. In the collective work is presumed, unless proven otherwise, that the authors have transferred unlimited and exclusive ownership of economic rights to the natural or legal person who publishes or discloses under his / her own name, who is also entitled to exercise the moral rights over the work.

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12) Derivative holder. Person arising from circumstances other than the creation, by mandate or legal presumption, or by assignment through an inter vivos act or causa mortis transfer.

13) Derivative work. Work which results from the adaptation, translation, arrangement or other transformation of a pre-existing work, without prejudice to the author's rights of the original work and the corresponding prior authorization.

14) Editor. Natural or legal person, economically and legally responsible for the publication of a work that, on its own account or by contract with the author or authors of said work, is obliged to ensure its publication and dissemination.

15) Producer. Natural or legal person who has the initiative, coordination and responsibility in the production of the work.

16) Advisor. Professor of the University responsible for directing, assisting, guiding, recommending and verifying a degree, thesis, monograph or a document that collects research results, a computer program, a musical composition, a sculpture or any other creation or invention of one or more students.

17) Performer. Person who represents, sings, reads, recites, interprets or performs in any way a literary or artistic work or an expression of folklore, as well as the entertainer and circus artist.

18) Fixation. Incorporation of signs, images, sounds or digital representations of them on material support that allows their reading, perception, reproduction, communication or use.

19) Publication. Production of copies made available to the public with the consent of the owner of the respective right, provided that the availability of such copies can meet the reasonable needs of the public, taking into account the nature of the work.

20) Industrial property. A branch of intellectual property that encompasses the set of rights that a natural or legal person can have over an invention (invention patent, protection certificate, utility model), an industrial design, a distinctive sign (trademark, motto or trade name), among others.

21) Owners of industrial property rights. Person or persons who hold the recognition of the State as owners of an invention, industrial design or brand, among others, since the corresponding registration application is made under their name. Therefore, the industrial property rights correspond to the holders or their successors, without prejudice to the economic rights that may correspond to the University or to the funding organizations, if applicable.

22) Invention. A useful and novel creation that constitutes a practical solution to a technical problem. Inventions may be products or processes such as machines, new or improved devices, systems, circuits, pure chemicals or mixtures.

23) Inventor. Natural or legal person who makes a useful and novel creation that constitutes a practical solution to a technical problem with industrial application.

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24) Patent. Certificate granted by the competent authority to the owner of the invention by which it is recognized an exclusive right to produce, use or sell the invention developed within the national territory.

25) Patentability. Not all inventions are patentable. The criteria for the patentability of an invention are: lack of obviousness for a person of the area normally skilled in the corresponding technical matter, that is not included in the state of the art, with industrial application; the term industry shall be referred to any productive activity, including services.

26) Licenses. The University promotes the industrial development of inventions resulting from research. The University recognizes the importance of motivating the industrial sector to invest in the development and implementation of university inventions through the signing of license agreements.

27) Utility model. Any new form, configuration or arrangement of elements, any artifact, tool, mechanism or object, or any part of it, that allows a better or different operation, use or manufacture of the object, that incorporates, or provides some usefulness, advantage or technical effect that it did not have before.

28) Industrial design. The particular appearance of a product that results from any meeting of lines, combination of colors or any two-dimensional or three-dimensional external shape, line, contour, configuration, texture or material, without changing the purpose of said product.

29) Trade name. Any symbol that identifies an economic activity, a company or a business establishment.

30) Brand. Any sign registered before the competent national authority that is suitable for distinguishing products or services in the market.

31) Distinctive sign. Any sign that, although it has not been registered before the competent national authority, has been used to distinguish products or services of the University.

32) Slogans. The word, phrase or legend used as a complement to a brand.

33) Academic activities: Activities related to the creation and dissemination of knowledge.

34) Institutional management activities. Supporting academic activities, of administrative nature, that contribute to the fulfillment of the purposes of the University.

**TITLE I
RIGHTS AND DUTIES OF THE UNIVERSITY AND ITS FACULTY AND
ADMINISTRATIVE STAFF, RESEARCHERS AND STUDENTS**

CHAPTER I RIGHTS OF THE UNIVERSITY

ARTICLE 1. Ownership of Creations. The University is exclusively responsible for all the economic rights over the works or researches conceived or implemented in whole or in part by the faculty and researcher, in several modalities, administrative staff, trainees and students in the course of their academic and administrative responsibilities, and when for those purposes, laboratories, workshops, equipment and other resources owned by the University are used, unless a rule, provision, contract or agreement issued or accepted by the University sets forth otherwise.

In the event of works on request, the copyrights may be assigned in whole or in part, for payment or free charge, to the University, and shall be recorded in the Agreement or Contract to be entered into.

The originals of plastic art works, audiovisual works and productions, photographs, illustrations, maps, drawings and related works, as well as phonograms and videograms developed at the request of the University or financed by the University, will be owned by the University, unless otherwise agreed.

ARTICLE 2. Intellectual Property in Cooperation Agreements. In cooperation agreements entered into by the University there shall be included a clause establishing the ownership of economic rights of the intellectual creations developed in the framework of the cooperative activities.

The University will ensure that agreements expressly establish the respect for recognition as author or inventor of the faculty, administrative staff and students involved in cooperative activities.

CHAPTER II RIGHTS AND DUTIES OF THE FACULTY AND ADMINISTRATIVE STAFF, RESEARCHERS AND STUDENTS

ARTICLE 3. Recognition of the Status of Inventor or Author. The faculty, administrative staff, researchers and students will be recognized the corresponding status of inventor of every invention conceived in the exercise of their responsibilities before the University.

The University also recognizes the faculty, administrative staff and students, as authors, the moral rights over the works created under the assumptions of the paragraph above.

ARTICLE 4. Ownership of Economic Rights of the Faculty, Researchers, Administrative Staff and Students. The ownership of economic rights is exclusively under responsibility of the faculty, researchers, administrative staff or students of the University in the following cases:

a) For conferences or other activities, provided they are not part of their work paid by the University or conducted on request.

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b) When the University expressly waives the economic rights over works or inventions by an express agreement.

ARTICLE 5. Reproduction of Classes and Conferences. Total or partial reproduction of classes and conferences of the faculty, researchers, administrative staff and students of the University, as well as the publication of excerpts, notes, tapes or fixing systems of the topic addressed or the original material, may not be done without a previous and written authorization from the author. Economic results will be governed by article 4.

ARTICLE 6. Application of the Regulations. Professors, researchers or students from domestic or foreign institutions, who develop activities in the framework of cooperation agreements or academic exchange programs, undertake to submit themselves to these regulations, as applicable, and expressly recognize that the intellectual creations developed under their activities in the University were conducted with its support.

ARTICLE 7. Use of Laboratories and Equipment. The faculty and administrative staff, as well as the researchers and students, may freely dispose of the works of their creation and enter into contracts with public or private entities and provided these works have been conducted besides their legal or contractual obligations with the University, and without the use of resources or facilities owned by the University.

When these activities need to use laboratories, machinery and other equipment, the property rights will be subject matter of an express agreement.

ARTICLE 8. Creations of the Students. Students are entitled to moral rights over the intellectual creation made in the development of their academic activities.

If the work is conceived and made in whole by a student, this student will be the owner of all rights and powers granted by the law, provided the University rights are preserved.

In all other cases, the following criteria are applied:

a) When the student's production is made at the request of the University beyond his academic obligations, the economic rights over the specific modality or use hired will be under responsibility of the University or the financial bodies, as the case may be, under the terms established in the respective contract or agreement.

b) When the student is involved in a collective work, the assignment of ownerships and other obligations will be subject to the provisions previously set forth in the respective contract.

c) When the student is involved in a work in collaboration, he will be a co-author with the other collaborators and will be recognized the property rights in proportion to his contribution.

d) When the intellectual work is scientific, technical or artistic and when the student has developed it as a result of work performed through the modality of preprofessional or professional internship in a public or private institution or company, the moral right or of recognition of the inventor's quality will belong to the student, [who] and may enjoy the economic right over the net income generated by the exploitation of the intellectual

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creation, as agreed by the University and the public or private institution or company in the corresponding Agreement.

e) When the work performed by students, as a part of their academic activities, gives rise to the creation of a computer program or a database, the professor who addressed them will be considered as co-author if he directly participated in the creation of any of both works, and if their contribution was original and personal, subject to the copyright protection.

ARTICLE 9. Collective Work. Collective academic works will quote the names of authors according to their degree of participation, and if that could not be established, in alphabetic order by surnames. Every counterpart will contain the following caption:

"Total or partial reproduction of this work is prohibited without an express authorization from the authors."

ARTICLE 10. Co-participation of the Economic Rights in the University. The *Pontificia Universidad Católica del Perú* will share with the authors and inventors, royalties deriving from the commercial exploitation of those intellectual creations owned by the University. Terms of this co-participation of economic rights will be governed by the respective agreement.

Said agreement will determine the proportion of rights pertaining to the University, the author, inventor or researcher, participants and financial bodies, as the case may be.

CHAPTER III INTELLECTUAL PROPERTY AGREEMENTS

ARTICLE 11. Intellectual Property Agreement: This is a document containing the subject matter of intellectual property to develop, obligations, deadlines, financing terms, distribution of economic rights of the participants and the University, as well as moral rights, as the case may be.

The Intellectual Property Agreement will be approved by the Intellectual Property Committee and it will state at least:

1. The subject matter of work or research.
2. The name of work or research coordinator, main participants, auxiliaries, advisors and other executors.
3. The obligations and rights of the parties, expressly indicating who will be entitled to the economic rights and moral rights, as the case may be.
4. The degree of autonomy and responsibility of those who lead the works or researches to appoint their collaborators. Place on record the degree of participation of those who intervene in the work or research.
5. Projection duration, activity schedule, modality and degree of relationship of each participant thereto.
6. Financial bodies, nature and amount of their contributions and percentage with which they contribute to the research or work costs.

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7. Conditions for establishing the economic benefits and indicating the percentages that will be allocated for marketing, financial bodies, University, participants, coordinator and other executors.
8. People and bodies which will enjoy economic rights over the work or research, as well as the proportion in the allocation of net benefits. It is necessary to state if once the beneficiaries separate from the University, they will earn or not any share in the profits.
9. Causes for withdrawal and exclusion of the participants to the work or research.
10. If, with the work or research, the participants meet or not an academic requirement.
11. If the project result pertains to a work on request.
12. Confidentiality clauses for scientific, technical and financial information arising from works or researches.
13. Proof that all participants are aware of and accept these regulations.
14. Amendments arising from in the course of the activity development shall be expressly recorded and attached to the original agreement.

ARTICLE 12. Agreement Signature: The parties must sign the Intellectual Property Agreement before beginning with the development or execution of any activity that involves a scientific, technological, literary or artistic creation leading to the development of an intellectual production.

The Intellectual Property Office of the University will be responsible for the writing of the Agreement, which will prepare it according to the guidelines established by the Intellectual Property Committee in each case, in coordination with the Legal Office. The agreement will be executed by the creator or creators and an agent of the University and a copy will be submitted to the Research Vice-President's Office and the corresponding unit for registration and control.

ARTICLE 13. Research File. For a research, from its beginning a physical file will be kept which will archive, in chronological order, the results, measurements and remarks of each research stage, which shall be reported from time to time. The file may not be reproduced or removed without the authorization from the research project coordinator.

In research works that must be assessed by third parties or by institutions, reports will be submitted so that they prevent the ones who are aware of them, from appropriating, availing or reproducing the work, by themselves or third parties; to this end, evaluators' appointment will establish a confidentiality clause, placing on record that the contents are reserved and the evaluator undertakes to keep a secret of them.

Every agreement or contract to bind third parties in the development of research projects or creations will establish the necessary confidentiality clauses to keep secret reports or developments resulting from the creation subject matter of agreement.

TITLE II

PUBLICATION, REPORTING, REGISTRATION AND MARKETING IN INTELLECTUAL PROPERTY

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PUBLICATION, REPORTING, REGISTRATION AND MARKETING IN INTELLECTUAL PROPERTY

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ARTICLE 14. Publication. The University may publish works that, being of academic or social interest, were entrusted by a third party, when he does not publish or disclose them within two years following the date of work delivery, unless the contract has not established a different term. In any case, the publication may infringe the confidentiality causes or disclose trade or industrial secrets.

ARTICLE 15. Duty of Registration before the Competent Unit. The faculty, administrative staff and researchers, as well as students and thesis students, as the case may be, have the obligation to register before the corresponding unit, the researches and intellectual productions that are being developed.

Each research or intellectual production will receive a code that will allow to conduct monitoring, recognition and support tasks.

ARTICLE 16. Reporting an Invention with Commercial Potential. The faculty, administrative staff and researchers, as well as the students and thesis students, as applicable, have the obligation to report before the corresponding unit, the commercial potential of research and intellectual productions that are being developed.

If such commercial potential exists, inventions will be considered by the University as “potentially patentable”.

The Patentable Invention Report is a confidential document that provides information about the invention as clearly and detailed as possible that a person with common skills in this particular field may understand the invention results. The document also identifies the inventors, circumstances leading to the invention, as well as the subsequent publication plans, among others.

ARTICLE 17. Application of Registration or Protection of Intellectual Creations of the Faculty, Administrative Staff, Researchers and Students. The University enjoys a preemptive right to apply for the protection or registration of intellectual creations developed, as well as to disclose and market, as the case may be, results within six (6) months following the formal receipt of work or final report before the competent unit head.

Having elapsed the abovementioned term without the University processing the application for registration or disclosing or marketing the results of intellectual creation, participants may conduct, on their own initiative, those activities by bearing the corresponding costs; in which case, the University benefits, set forth in the Agreement, will be reduced at 50%.

ARTICLE 18. Assignment of Economic Rights. In those cases where the University opts for not intervening in the process of patenting a specific invention shall notify in writing the inventors within sixty (60) days following the submission of the work or final report so that they, if deemed convenient, directly process before the competent authorities the application for patent registration for invention.

ARTICLE 19. Mandatory Nature to Inform about Applications for Patent Registration. In the cases set forth in the article above, the ones who directly process the application for patent registration, undertake to submit to the University the corresponding reports and may not grant exploitation licenses or execute exploitation agreements

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without a previous and written authorization from the University. Otherwise, they may be subject to the corresponding sanctions.

ARTICLE 20. Economic Recognition to Professors as Inventors or Authors. The University professors the who got involved in the development of an intellectual creation will be entitled to academic and pecuniary recognition established in the regulations on the faculty system.

Moreover, the benefits procured by the University for exploitation, license or assignment of intellectual creations will be distributed, at the end of the corresponding fiscal year, as follows:

- 50% for inventors or authors.
- 25% for unit(s) to which the inventor or author professor(s) belong, as established in the Research Vice-President's Office.
- 25% for the University.

Workers and students who were involved in the intellectual creation will be entitled to academic recognition set forth in the Intellectual Property Agreement.

ARTICLE 21. Application for Registration of Intellectual Creation Abroad. When the application for registration of an intellectual property must be submitted in countries which legislation establishes restrictions or differentiated procedures between individuals and legal entities, the University may process registration on behalf of the members of the research team, prior agreement between the parties, which regulates the benefit share.

ARTICLE 22. Development of Similar Inventions. If two or more professors, students or research groups develop the same invention, protection procedures by patenting system will be conducted for whoever first submits this patentable invention report before the Intellectual Property Committee, which at the same time and immediately will authorize the respective procedures, if deemed convenient. Nonetheless, the oldest date priority recorded in the registration of Intellectual Property Agreement will be invoked.

ARTICLE 23. Legal Actions. The University may exercise legal actions against whoever appropriates or intends to appropriate the results of researches, intellectual creations or distinctive signs developed in, or acquired by, the University, or requests registration of identical or similar creations. In those cases, the University, as owner, may claim and demand compensation for damages from the offender.

ARTICLE 24. Prohibition to Disseminate Patentable Research Results. Patentable research results may not be disseminated in whole or in part, or facilitate third parties do so, until one year from the date of delivery of final research report or the completion of project or contract.

CHAPTER II THESIS

ARTICLE 25. Works leading to a Professional Degree Title and Degree Thesis available at the Libraries and Documentation Centers. Works leading to professional degree titles and degree thesis available at the libraries and documentation centers of the University may not be marketed or disseminated without a previous authorization from the

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author. If this case occurs, the author and/or the University will exercise the corresponding legal actions.

Reproduction of short excerpts are excepted, as justified as possible for purposes of teaching or exam conduction, provided it is in agreement with the fair use and not subject matter of sale or another transaction free of charge, or with profit motives directly or indirectly.

ARTICLE 26. Works leading to a Professional Degree Title and Degree Thesis available in Digital Media. For works and thesis published in digital media by the University, copyright or creative commons licenses established for each case shall be observed.

CHAPTER III EDITION OF ACADEMIC WORK

ARTICLE 27. Edition Contracts. Edition or production contracts between the University and the members of the university community for the publication of works, through printed, electronic, phonographic or audiovisual media, will be governed by the following rules:

- a) Every printed, electronic or other publication must have the previous and written authorization from the University, through its unit, to incorporate the distinctive signs developed or owned by the University.
Failure to meet this provision will give rise to a responsibility under the provisions set forth in the applicable regulations.
- b) When the University decides to edit a book or to produce a phonogram or audiovisual work, among others, the contract will enunciate the edition or production conditions, the number of counterparts and other relevant provisions.

For contracts entered into between the units and third parties, without the involvement of the Editorial Fund, these contracts shall be sent to the Secretariat-General for evaluation and registration.

- c) Payment of royalties and delivery of counterparts to their authors will be subject to the policies established by the Editorial Fund of the University.
- d) Units developing editorial activities shall send to the Central Library the counterparts pertaining to the publications made, for permanent collection and the corresponding exchange activities.
- e) For works related to the results of projects financed by cooperating institutions, the destination of counterparts will be subject to agreements reached in each case.

ARTICLE 28. Mandatory Nature to Report the University Participation at Editing. Publications made by the University or with third-party collaboration, with the involvement of the community members in the exercise of their academic activities, shall record in the acknowledgment page of the work, unless otherwise agreed, the following information:

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(address)
(telephone)
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Reserved rights, reproduction of this book (journal, etc.) through any means, in whole or in part, without the express permission of editors is prohibited.

For works published with creative commons licenses the following license will apply, unless otherwise agreed:

Acknowledgment – Non-Commercial - Without Derivative Work



ARTICLE 29. Legal Deposit. Units shall submit counterparts of the publication to the Editorial Fund for it to make the corresponding legal deposit at the National Library of Peru, pursuant to law.

CHAPTER IV AUDIOVISUAL PRODUCTS

ARTICLE 30. Authors. Moral rights of audiovisual products developed in the University under academic or institutional activities, are owned by the author(s).

Authors are the members of the university community who conduct the creation of an audiovisual work and who are registered as a part of the conduction team and which names appears in the work acknowledgments, as the case may be.

The author(s) is(are) responsible for the contents of audiovisual work and respect for third-party rights.

ARTICLE 31. Co-production. The University and authors are co-producers of audiovisual works developed in the courses and workshops of the curricula of academic units or in institutional activities. Both of them are responsible for the initiative, coordination and responsibility in production and respect for third-party rights of the audiovisual work.

Audiovisual work acknowledgments shall record the University name as co-producer and also refer to the unit of origin, and this information must precede any other, unless otherwise agreed between the University and authors.

ARTICLE 32. Ownership of Property Rights. The ownership of property rights of audiovisual works developed as a part of academic activities is under responsibility of the University and author or authors, as co-producers.

The ownership of property rights of audiovisual works developed as a part of the institutional management activities pertains to the University.

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ARTICLE 33. Exercise of Rights. The University and the author or authors of the audiovisual work may, by mutual agreement, decide on the disclosure of the work and on the exercise of property rights enshrined in the Copyright Law, taking the following issues into consideration:

- a. Reproduction of the work by any form or procedure.
- b. Communication of the work to the public by any form or procedure.
- c. Distribution of the work to the public.
- d. Translation, adaptation, arrangement or other transformation of the work.
- e. Any form of use of the work that is not covered by the law as an exception to property right.

The foregoing list is inclusive but not limited.

The author or authors shall advise in due time the University of the disclosure initiatives and the ways of exercise of property rights enshrined in the Copyright Law.

ARTICLE 34. Expenses for Dissemination of Audiovisual Works. Expenses deemed necessary for the display, dissemination or participation of an audiovisual work in contests, festivals, samples or similar activities, will be borne by whoever is interested in doing so.

The University may support the author or authors' own initiative as per the budgetary possibilities.

ARTICLE 35. Participation in Events. In the event that, based on the particular requirements of the conditions, the presentation of an audiovisual work in more than one contest or festival, or in simultaneous samples, or similar activities, is incompatible, any decision in this sense will be made by mutual agreement between the University and author or authors, at the request of the latter.

ARTICLE 36. Economic Benefits. Benefits deriving from the exercise of property rights procured by an audiovisual work developed under academic activities, will be shared by the University and authors, as agreed by the parties, prior negotiation that will take into account, among other issues, the participation of the parties in the creation and dissemination.

ARTICLE 37. Prizes and Awards. Any prize or monetary award such as equipment, accessories, software, among others, either for conduction of academic or institutional management activities, will be retained by the author or authors, who shall advise the University of this. In the event that the type of award makes it possible, a copy thereof will be kept in the corresponding unit.

Prizes or monetary awards will pertain to the authors, who shall advise the University for the corresponding promotional activities.

ARTICLE 38. Protection. In case of infringement of rights over the audiovisual work produced in the University, as co-producer, it may defend in own's name moral rights of the audiovisual work, as per the laws in force.

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ARTICLE 39. Obligation to Keep a Register. The University will keep a register of the audiovisual works it produces, which will include general information, agreements on dissemination and exercise of property rights and any other relevant information.

**CHAPTER V
PERMITTED USES**

ARTICLE 40. Use of Intellectual Creations for Academic Purposes. Use, without authorization from the third party owning the right over literary or artistic works as well as creations protected by the industrial property right will be permitted, as per the rules on copyright and industrial property in force and applicable in Peru.

ARTICLE 41. Use of Inventions for Academic Purposes. Inventions developed in the University may be used for nonprofit purposes by the members of the university community for teaching and research purposes, with the obligation to make the appropriate quote. In these cases, previous consent from the inventors will not be required.

Use will be subject to not affecting any legitimate expectation related to the protection of an invention under the patent system.

**CHAPTER VI
USE OF DISTINCTIVE SIGNS**

ARTICLE 42. General Clause. The unauthorized use of distinctive signs (trademarks) registered or used by the University under any existing form and means is prohibited.

ARTICULO 43. Unauthorized Uses. An unauthorized use will be the presence of any mark or distinctive sign used by the University in any type of material of public access, including all information and communications means, social networks and domain names, advertising in any form for profit or nonprofit purposes, as well as blogs and webpages of public access, without a previous and written authorization from the university authority.

ARTICLE 44. Incorporating marks or distinctive signs used by the University in products or services subject to marketing which give rise to a risk of confusion regarding their origin or generating an impairment to third-party rights is not permitted.

In conventions, contracts or agreements executed with public or private institutions, the use of registered marks or distinctive signs of the University will be only admitted in cases of publication of works or in the conduction of academic activities. Authorization must be recorded expressly and limited to the convened or agreed work or creation.

ARTICLE 45. Application for the Use of Distinctive Signs. The academic authorities and management staff may authorize the use of distinctive signs (marks) registered or used by the University for the achievement of purposes and objectives, either through physical or virtual means.

Active ordinary professors and hired professors will be governed by the Faculty Regulations.

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Researchers, administrative staff, students and graduates shall request authorization from the unit head not less than fifteen days in advance.

Application may be only submitted by the person in charge of the activity.

ARTICLE 46. Granted authorization will be only understood for the activity for which it was requested. It may not be extended for any reason to other activities, whether of the same nature or not.

People in charge of the activity, in accordance with the authorization granted, assume the responsibility for the use of marks and distinctive signs of the University, and ensure the same are used according to their nature, purposes and rules.

Granting of an authorization for the use of distinctive signs, does not generate a University's obligation in the organization, the granting of certifications or certificates and activity financing.

ARTICLE 47. Actions. The unauthorized use of distinctive signs registered or used by the University, as well as the failure to meet provisions set forth in this Chapter, may generate the corresponding disciplinary, administrative and judicial actions against the offenders.

TITLE III ADVISORY BODIES

CHAPTER I INTELLECTUAL PROPERTY COMMITTEE

ARTICLE 48. Intellectual Property Committee. The Intellectual Property Committee has the duty to advise the University students to establish internal policies that allow for regulating the relations arising from intellectual creations between the members of the university community; procure to respect intellectual property deriving from the activity of the members of the university community or third parties with which joint activities are developed and it shall settle, in the first instance, controversies arising from the application of these regulations.

The Intellectual Property Committee is made up of five members appointed by means of a University President's Office's Resolution.

To carry out its activities, the Committee will have a technical secretariat under responsibility of the Intellectual Property Office.

ARTICLE 49. Duties of the Intellectual Property Committee. This Committee will ensure to develop intellectual property policies and particularly the following:

- a. To suggest the University President's Office and the University authorities to create and amend the current policies, rules, agreements and procedures about topics related to several forms of intellectual property developed in the University, and promote their compliance;

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- b. To promote a culture of respect for intellectual property and rights deriving therefrom, as well as foster activities related to knowledge management;
 - c. To analyze the proposals including issues related to the protection of intellectual property generated in the University units, as well as settle in case of a controversy or doubt;
 - d. To promote measures in the field of intellectual property that facilitate cooperation between the University and the productive sector;
 - e. To issue an opinion on the acknowledgment of economic share in the benefits derived from the marketing or licensing of products arising from intellectual property developed by the members of the university community;
 - f. To evaluate the status of author, inventor, innovator, designer or party obtaining creations made in the University;
 - g. To define the criteria to recognize the economic rights, and moral rights or rights for the acknowledgment of the status of inventor, as the case may be, of the members of a group or research project, on issues related to intellectual property;
 - h. To recommend the registration of marks and slogans, as well as invention patents, utility models and industrial designs, among others;
 - i. To foster and support, in coordination with the academic units, training and updating programs on intellectual property and related subjects through the conduction of seminars, conferences and similar activities addressed to the members of the university community.

ARTICLE 50. Deadlines to Issue an Opinion on the Registration of Intellectual Creations. The Intellectual Property Committee will have a term not longer than two months to advise the creators if the University is interested in applying for the corresponding registration.

The Committee will also issue an opinion on the countries where the University plans to apply for the registration in the notice to be forwarded.

ARTICLE 51. Formalities Expenses. Formalities expenses of the applications for registration of intellectual creations approved by the Intellectual Property Committee will be borne by the University.

CHAPTER II INTELLECTUAL PROPERTY OFFICE

ARTICLE 52. Intellectual Property Office. The Intellectual Property Office, a dependent on the Research Vice-President's Office, has the duty to provide integral advisory services with the aim of protecting, promoting and disseminating intellectual creations developed by the members of the university community.

ARTICLE 53. Duties of the Intellectual Property Office. The main duties of the Intellectual Property Office are the following:

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- a. To propose promotion and protection rules of intellectual property developed in the University.
- b. To advise the units or researchers independently, in the matter of negotiation on rights of intellectual property over creations developed in the University.
- c. To provide the units with legal assistance in general in intellectual property issues.
- d. To cooperate with preparing technological packages from the developments made by the members of the university community, for subsequent transfer by the competent units.
- e. To organize dissemination and training activities on intellectual property issues to the members of the university community.
- f. To develop, keep and update a webpage at the University site, which includes information on intellectual property issues.
- g. To advise the units about issues related to the registration of patents, distinctive signs and copyright before INDECOPI.

FINAL PROVISIONS

ARTICLE 54. Waiver of Rights. At any time, the University may waive its rights or ownership over intellectual creations. In this sense, a formal notice issued by the Intellectual Property Committee expressing not to have an interest in the creation or the absence of a reply for a 3-month term from the receipt of invention notice by the creators will be valid.

In this case, the creator(s) may apply for registration of intellectual creation in its(their) name. Also, in this case, the University will be entitled to 10% of net benefits deriving from the exploitation, license or assignment of rights, if applicable.

When intellectual creations protected under the patent system are not assigned to third parties, the University reserves the right to procure a non-exclusive, non-transferrable and free exploitation license from the holder(s).

ARTICLE 55. Dispute Resolution. Any dispute related to the interpretation of these regulations or issues that are not expressly established herein, will be resolved by the Intellectual Property Court.

ARTICLE 56. Term. These regulations come into effect from their publication date, regulate in full the intellectual property developed at *Pontificia Universidad Católica del Perú* and repeal the previous provisions related to the matters governed herein.

Approved by Board of Trustees' Resolution No. 023/2011 dated March 2, 2011 and enacted by University President's Office's Resolution No. 197/2011 dated April 12, 2011.