

# *Intellectual Property Management Policy 2025*

## **Preamble**

Pursuant to Act CCIV of 2011 on National Higher Education (hereinafter: Nftv.), Act XXXIII of 1995 on the Protection of Inventions by Patents (hereinafter: the Patent Act), Act LXXVI of 1999 on Copyright (hereinafter: the Copyright Act), Act I of 2012 on the Labour Code (hereinafter: the Labour Code), and Act LXXVI of 2014 on Scientific Research, Development and Innovation (hereinafter: the Innovation Act), Dharma Gate Buddhist College (hereinafter: the College) adopts the following Policy to identify, assess and manage effectively the intellectual works created at the College, to obtain their legal protection, and to promote the societal and economic utilization of innovation outcomes.

## **I. General Provisions**

### **1.§ Personal scope of the regulation**

(1) This Policy applies to all natural and legal persons for whom it establishes rights or obligations. This Policy sets out different rights and obligations for the respective categories of persons it covers. Accordingly, the persons covered by this Policy are as follows:

- a) all organisational units of the College and the institutions maintained by the College;
- b) persons in an employment relationship with the College, as well as those engaged under other legal arrangements for the performance of work;
- c) persons engaged with the College under other work-related legal arrangements or under civil-law contracts, who participate—at the College's request or in cooperation with the College—in scientific research or in the performance of the College's other tasks;
- d) those students of the College who, through access to or involvement in any organisational unit's research activity at a level exceeding the ordinary educational framework for students, may create intellectual works linked to the College's research activities or projects. Students referred to in this point must, prior to their involvement in the College's research activities, by means of a separate declaration acknowledge that the provisions of this Policy are binding on them;
- e) any other natural or legal persons who, in a separate declaration or in a contract concluded with the College, have acknowledged that the provisions of this Policy are binding on them;
- f) all natural persons who, for the development of their intellectual work (project, grant proposal or other), in cooperation with the College and through the College's infrastructure, have received financial or other support (e.g., mentoring).

(2) The person exercising the employer's rights, and the person or body authorised to conclude contracts, shall ensure that, when an employment relationship or another work-related legal relationship is established, the employment contract (or the relevant employer information notice) and any other contract state that the employee or contracting party accepts this Policy as binding on them and assigns to the College the intellectual works resulting from activities carried out with the College, together with the rights therein as provided for in this Policy.

(3) Those persons covered by this Policy whose employment contract or other agreement does not expressly include acceptance of this Policy must make a declaration acknowledging that this Policy is binding on them. Without accepting this Policy, such persons may not be involved in the College's research activities or research projects.

(4) The person authorised under the College's Employment Requirements System shall ensure that contracted employees, contracted researchers and students cooperate, to the extent reasonably expected, to protect intellectual property.

**2.§ The subject matter of this Policy comprises the intellectual works described in the following points:**

(1) This Policy covers all intellectual works created with the involvement of persons subject to this Policy as a result of activities carried out in connection with their legal relationship with the College, together with the economic, exploitation and use rights pertaining to them. In particular, though not exclusively, this Policy covers those intellectual works which, under applicable legislation, qualify as service inventions or employee inventions, as works created in an employment relationship, as well as know-how to which the employer's economic rights extend.

(2) This Policy also covers any intellectual works that an agreement between the College and a third party brings within the scope of this Policy, together with the economic, exploitation and use rights pertaining to them.

(3) This Policy covers all intellectual works that the College has acquired—whether free of charge or for consideration—or has taken into exploitation, together with the rights obtained in respect thereof.

(4) This Policy covers all intellectual works—and the rights attached to them—of which the College was already the right holder at the time of this Policy's entry into force, provided that the right holder of the intellectual works in question has consented to bringing them within the scope of this Policy.

(5) In particular, the following intellectual works may fall within the subject matter of this Policy:

- intellectual works eligible for industrial property protection;
- copyright works;
- trade secrets and know-how (protected as a trade secret),
- and any combination of the foregoing.

Commercial identifiers—trade marks and geographical indications—do not fall within the subject matter of this Policy.

**3.§ Confidentiality**

(1) The confidentiality obligation of the persons referred to in §1 of this Policy extends to all trade secrets and know-how related to the College's activities.

(2) A trade secret means any fact, information, other data, or compilation thereof that is not generally known or readily accessible, whose acquisition or use by unauthorised persons, or disclosure to others or to the public, would harm or endanger the College's legitimate financial, economic or market interests, provided that no fault is attributable to the lawful holder with respect to preserving its secrecy.

(3) Persons covered by this Policy must understand that, until appropriate protection measures have been taken, disclosing to any third party any non-public fact or information concerning intellectual works within the scope of this Policy that are eligible for industrial property protection may seriously prejudice the College's legitimate financial, economic or market interests. In light of the foregoing, persons covered by this Policy must exercise heightened care in handling intellectual works within its scope, particularly when making any disclosures about intellectual works that are eligible for industrial property protection.

**4.§ Definitions**

For the purposes of this Policy:

- Intellectual Work means creations of the mind: these include inventions; literary and artistic works; and signs used in trade—such as trade marks, names, images and designs.

In this Policy, Intellectual Works are classified by subject matter into two groups: Knowledge-Oriented Intellectual Works and Commercial Identifiers (trade marks and geographical indications). From a legal perspective, the following categories are distinguished: intellectual works eligible for industrial property protection; know-how; trade secrets; and copyright works.

- Commercial Identifiers: signs used in trade that may be protected as trade marks and geographical indications (they are not within the subject matter of this Policy, but are defined here for clarity).
- Knowledge-Oriented Intellectual Work:
  - creations that are eligible for industrial property protection—namely, patent, utility model, plant variety, design, or the protection of topographies of semiconductor products—including cases where, in light of the objectives and opportunities for utilization, it is preferable to keep such solutions confidential rather than obtain formal protection;
  - copyright works; know-how and trade secrets.
- Creator: the person who created the Intellectual Work. In the case of multiple co-creators, the rights in the Intellectual Work under this Policy are held jointly by the creators in proportion to their designated shares; absent such designation, the creators' shares are deemed equal. Only a natural person may be a Creator.
- Service invention: an Intellectual Work created by an employee of the College, or by a person engaged with the institution under another work-related legal relationship or a civil-law contract, whose duties under that employment or legal relationship include developing solutions within the scope of the Intellectual Work in the field covered by that relationship.
- Employee invention: an Intellectual Work created by an employee of the College or by a person engaged under another work-related contract, who—without being under a duty arising from that employment or other work-related legal relationship—develops an Intellectual Work that (i) falls within the field covered by their employment (job description, contract or assigned tasks) or within the field covered by the College's research activities, or (ii) is created using the College's resources but does not qualify as a service invention.
- Copyright work: works protected by copyright—especially, as defined in the Copyright Act, works of authorship and collective works (compilations); including, in particular:
  - the concept and work plan for research set out in grant proposals and other projects;
  - the feasibility study;
  - the cartographic work;
  - software and databases;
  - the permitting documentation; and
  - the architectural and mechanical engineering drawings, but not limited to these.
- Technical work protected by copyright: technical works and related-rights subject matter that, by operation of law, enjoy protection under copyright or related rights. In the terminology of this Policy, the following are deemed technical works protected by copyright:
  - software and computer algorithms;
  - databases qualifying as collective works (compilations);
  - technical drawings;
  - scientific publications; technical reports; technical documentation; and
  - technical specification;
  - cartographic works.
- Utility model: a technical solution relating to the configuration, construction or arrangement of a product or its components that is new, involves an inventive step, and is industrially applicable.
- Design: the appearance of the whole or a part of a product, resulting from features of the product itself or of its ornamentation—particularly the lines, contours, colours, shape, surface texture, or the materials used. Any design that is new and has individual character is eligible for design protection.
- Plant variety protection: grants legal protection for bred plant varieties. Any new variety belonging to any botanical genus or species is eligible for plant variety protection if it is distinct, uniform, and stable.

- Geographical indication (GI): protected names used in trade to indicate a product’s geographical origin, which may be:
  - geographical indication: the name of a region, locality or, in exceptional cases, a country, used to designate a product originating from that place—produced, processed or prepared in the defined geographical area—whose specific quality, reputation or other characteristic is essentially attributable to that geographical origin.
  - designation of origin: the name of a region, locality or, in exceptional cases, a country, used to designate a product originating in that place—produced, processed or prepared within the defined geographical area—whose specific quality, reputation or other characteristic is due exclusively or essentially to the particular geographical environment, including its inherent natural and human factors.
- Trade mark: a registered sign capable of clear and precise representation, used to identify goods and services and to distinguish them from those of others, thereby helping consumers to be properly informed about the commercial origin of products and services.
- Know-how (protected as a trade secret): technical, economic or organisational knowledge and experience—individually or in combination—fixed in an identifiable form and possessing economic value.
- Patent: a time-limited exclusive right protecting inventions, granted by the competent authority through a prescribed procedure for a term of 20 years within a specified territory, after which the invention enters the public domain.
- Utilization: the manufacture, use, placing on the market, offering for sale, keeping in stock for such purposes, or importation into the country of a product arising from the Intellectual Work; the use of the process that is the subject of the invention and any offer to use it; and the use, placing on the market, offering for sale, importation into the country, or keeping in stock for such purposes of a product obtained directly by such process. Utilization further includes (a) deliberate non-use to create or maintain a favourable market position; (b) granting licences to others to utilize it; and (c) the full or partial assignment of rights in the Intellectual Work.  
In the case of copyright works, Utilization means the licensed use of the work—reproduction, distribution, public performance, communication to the public by broadcasting or otherwise, further communication to the public of a broadcast work where retransmission is carried out by an organisation other than the original broadcaster, adaptation, exhibition—as well as the partial or full assignment of the economic rights.
- Licence (utilization) agreement: any bilateral or multilateral agreement under which the right holder grants a licence to utilize the Intellectual Work, and the licensee is obliged to pay a fee in return.
- Consortium: cooperation between the participating parties (members), based on an allocation of tasks set out in a civil-law contract, for the joint conduct of research and development (R\&D) and technological innovation activities, or for the joint implementation of an R\&D or technological innovation project.

## **II. Ownership of Intellectual Works and the Right of Utilization**

**5.§** Whether an Intellectual Work qualifies as a Service or Employee invention is determined on the basis of a holistic assessment of the Creator’s position, their employment contract and job description, any additional tasks specified under an occasional work-related legal relationship, any written instructions from the line manager (or immediate superior), and the provisions of this Policy.

**6.§** Intellectual Works created by persons covered by this Policy shall be deemed Service inventions or copyright works created in an employment relationship—i.e., developed as a duty arising from employment—unless they:

- do not relate to the College’s Intellectual Works, trade secrets, protected know-how, internal operational processes, or
- were developed without using information relating to the College’s research activities, not at the College’s initiative and without the College’s equipment or materials, and outside working hours.

**7.§** The presumption established by the College—that an Intellectual Work is a Service invention or a copyright work created in an employment relationship—is rebuttable; however, the burden of proof rests with the Creator. By law, the rights attaching to Service inventions and to copyright works created in an employment relationship vest in the College.

**8.§** All proprietary (economic) rights in Service inventions and in copyright works created in an employment relationship belong exclusively to the College and are transferable by it; for example, upon filing, any patent or other protection vests in the College, by operation of law, as the inventor’s successor in title. The College shall take steps to ensure utilization and shall involve the Creator in that process.

**9.§** If an Intellectual Work cannot be regarded as a Service invention or a copyright work created in an employment relationship, but relates to the Creator’s job duties, can be utilized in the College’s research activities or internal processes, and the Creator is to be regarded as an employee under the law, the Creator and the College shall confer to determine the status of the Intellectual Work.

**10.§** In the case of an Employee invention, the proprietary (economic) rights vest in the Creator; however, the College has the right to utilize the Intellectual Work. The College may waive this right. Upon the dissolution of the College or the demerger (spin-off) of one of its organisational units, the right of utilization shall pass to the legal successor; otherwise, it may not pass to, nor be assigned to, any other party. If the College’s right of utilization is non-exclusive, the College may not grant any licence to utilize the Intellectual Work.

**11.§** If, at the time of creation, the Creator of the Employee invention held multiple employment relationships, and the Intellectual Work qualifies as a Service invention or an Employee invention under an employment relationship outside the College, the College may waive its rights in respect of the Employee invention. If the College does not waive its corresponding rights, the Creator, the College and the third party shall jointly confer on the status of the Intellectual Work.

**12.§** For a specific Intellectual Work, the College may decide to transfer it free of charge, or act in accordance with terms set out in a separate agreement with the Creator or the Creator’s other employer. In such cases, the College will refuse to waive its rights—or to reach an agreement with the Creator and the Creator’s other employer—only in duly justified exceptional circumstances.

**13.§** Where an Intellectual Work is developed in cooperation with an employee of another institution or business organisation, ownership of the Intellectual Work shall be divided among the collaborators in proportion to their respective contributions to its creation. This proportion shall be determined in a separate agreement between the collaborators – in accordance with the provisions of this Policy –. When allocating the proprietary (economic) rights in the Intellectual Work, due account shall be taken of the College’s contributions of economic value; any deviation is permissible only in duly justified exceptional cases. In the absence of such an agreement, the rights shall be deemed to be shared equally among the parties, unless there is a prior agreement to the contrary.

**14.§** If an Intellectual Work created in an employment relationship or other work-related legal relationship is not to be regarded as an intellectual work eligible for industrial property protection or as a copyright work, but constitutes a trade secret or know-how, the rights defined by law in relation to the Intellectual Work vest in the College.

**15.§** Intellectual Works that qualify as neither Service nor Employee inventions (“independent intellectual works”) may be assigned to the College under, or as the result of, a civil-law agreement.

**16.§ Notification and procedure relating to Intellectual Works:**

During the implementation of this Policy, consultation with the Director of Finance is required:

- performs the administrative tasks related to the intake and utilization of Intellectual Works,
- maintains an up-to-date register of Intellectual Works and handles industrial property and copyright procedures,

- maintains contact with the Creators of the Intellectual Works and consults with them on material matters affecting their Intellectual Works,
- prepares the utilization, research and development (R\&D), and other innovation agreements, and handles the negotiation and execution processes.

**17.§** These procedural rules apply to the Intellectual Works defined in this Policy, except for copyright works that are not Technical works protected by copyright. Accordingly, it is not necessary under this chapter to report various signs or presentations developed by employees. For scientific publications, technical reports, technical documentation and technical specifications, it is the responsibility of the academic lead to classify the work and, with the involvement of the head of the organisational unit, to decide on the procedure.

**18.§ (1)** The Creator shall, immediately upon creation, submit written notification of any Intellectual Work created within the legal relationship covered by this Policy to the Rector and the Director of Finance.

(2) The Creator is entitled to offer to the College any Intellectual Work that does not fall within the scope of this Policy, irrespective of whether it is under legal protection. In such cases, the College shall act in accordance with this Policy and decide on the acceptance or rejection of the Intellectual Work offered to it.

(3) The Creator must describe the Intellectual Work in sufficient detail such that, on that basis, its novelty and inventive step are apparent to a person skilled in the art, and the College can determine whether it will claim it and intends to utilize it. Throughout the entire procedure, the Creator shall provide the College with information and updates concerning the Intellectual Work and render the assistance necessary for the conduct of the procedure.

(4) The Creator shall provide accurate, truthful information when describing the Intellectual Work.

### **19.§ Method of notification of an Intellectual Work**

(1) The Creator shall submit the Intellectual Work (hereinafter: the Work), in the manner detailed in this Policy, to the Rector and the Director of Finance at the following email addresses ([\[rektor@tkbf.hu\]](mailto:rektor@tkbf.hu)(mailto:rektor@tkbf.hu), [\[penzugy@tkbf.hu\]](mailto:penzugy@tkbf.hu)(mailto:penzugy@tkbf.hu)).

(2) Within 15 working days of receipt of the Work, the disclosure shall be reviewed by the competent persons designated above; if they identify any formal or substantive deficiency, they shall request the Creator to remedy it. The creator must remedy the indicated deficiencies within 15 working days and submit in full. Within 30 days of receipt of the detailed and complete disclosure, it shall be forwarded, together with a recommendation, to the Rector and the Director of Finance.

(3) Upon the College's acceptance of the Work (i.e., its registration), the Creator and the College shall enter into an agreement setting out the terms of their cooperation for the protection and utilization of the Work. The agreement shall be prepared by the Rector's Office in accordance with the provisions on contracting set out in the Organizational and Operational Regulations.

### **20.§ Utilization of Intellectual Works**

(1) The College endeavours to utilize the Intellectual Works it has accepted.

(2) Intellectual Works may be utilized, in particular, by the following means:

- concluding a utilization (licence) agreement,
- concluding an invention/patent assignment agreement,
- contributing the Intellectual Work in kind to a commercialisation company,
- internal utilization within the College.

(3) For Intellectual Works in respect of which it holds the right of utilization, the College may, under a utilization (licence) agreement, grant a third party a licence to utilize them, and the licensee shall pay a fee in return.

(4) The utilization (licence) agreement shall set out, in particular:

- the rights granted (utilization/exclusive utilization/placing on the market, etc.),
- the commencement date of utilization, the type of fee payable (e.g., lump-sum fee, percentage-based fee, royalty) and its amount or rate,
- In the absence of an agreement to the contrary between the Parties, a provision that the licensee may assign the licence to a third party, or grant a sublicense to a third party for the exploitation of the Intellectual work, only with the prior consent of the College
- Allocation of costs
- Allocation of revenues.

(5) With respect to those Intellectual works in which the College holds rights, the College may, for adequate consideration, assign to a third party, under a contract, the claim arising from the Intellectual work.

### **Section 21 — Register of Intellectual works**

(1) The Finance Office maintains an up-to-date register of the Intellectual works disclosed to and accepted by the College.

(2) The register contains:

- the case number,
- the title of the Intellectual work,
- the name and residential address of the creator of the Intellectual work, and the designation of their organisational unit,
- the date of the offer,
- the College's decision regarding the offer,
- the date of the decision and the decision number,
- the number and date of the contract providing for utilization.

### **Section 22 — Provisions Applicable to Visiting Researchers**

(1) Visiting researchers who, at the College, perform teaching or other activities that involve the creation of an Intellectual work fall within the scope of these Regulations in accordance with the provisions set out herein.

(2) Where persons who are in an employment relationship with the College or in another work-related legal relationship carry out, as visiting researchers, activities at another organisation that result in an Intellectual Work, the College shall, in advance, enter into an agreement with the host institution on the management and sharing of the rights relating to the Intellectual Work. Before commencing this activity, the researcher concerned must inform the College.

(3) The provisions of this paragraph shall not apply where the rights pertaining to the Intellectual Works created by the visiting researcher are fully governed by legislation or by an agreement previously concluded by the College, or by a previously undertaken obligation.

### **Section 23 — Provisions Applicable to Students**

(1) Persons who have a student relationship with the College (hereinafter: students) may fall within the scope of these Regulations as provided in Section 1(1).

(2) If an organisational unit of the College intends to involve the student in the activity specified in Section 1(1), a contract must be concluded in advance with the person concerned, and responsibility for this lies with the immediate professional supervisor. Intellectual Works created under this legal relationship shall be the property of the College, and the procedural rules applicable to service Intellectual Works shall apply to them.

(3) The contract concluded with the student shall stipulate acceptance of the provisions of these Regulations by way of a declaration.

(4) Responsibility for the conclusion of the contract and for obtaining the signature on the declaration lies with the organisational unit that involves the student in the activity concerned.

(5) If the College intends to utilize an Intellectual Work created by students who do not fall within the personal scope of these Regulations, a separate contract must be concluded with the student. The student may also, on their own initiative, offer an Intellectual Work that does not fall within the material scope of these Regulations.

### **III. Final and entry-into-force provisions**

The provisions of these Regulations shall apply from 10 July 2025. These Regulations were adopted by the Senate by Resolution No. 33/2025 (07.10.).

Budapest, 10 July 2025

Gábor Karsai rector