

POLICY FOR THE COMMERCIALISATION  
OF RESEARCH RESULTS  
9 MARCH 2015



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INVENTION DISCLOSURES  
IN 2020

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# UNIVERSITY OF HELSINKI

## INVENTION GUIDELINES 29 MAY 2015

### TO THE READER,

These invention guidelines are intended for all University employees. Their purpose is to clarify the procedures and obligations concerning employees and the University in relation to inventions resulting from research.

The guidelines especially clarify matters related to the ownership of inventions. Clarity of ownership along with the inventor's and University's mutual understanding of exploitation opportunities for an invention provide the foundation for future measures the University undertakes to ensure that exploitation succeeds as planned.

The guidelines replace the invention guidelines adopted in 2011. The University's activities related to inventions have changed dramatically as a result of the amendments to the University's legal status, the

University's decisions on the principles of commercialisation, and the development of financing models supporting the exploitation of inventions. The University is now in a much better position to refine inventions jointly with inventors and researchers, and considerable improvement has also taken place in the structures guiding operations. In addition to these changes, the guidelines describe different options for rewarding successful exploitation.

The guidelines are by no means comprehensive. Their purpose is to deal with activities pertaining to the relationship between an inventor and the University, as provided in the Act on the Right in Inventions made at Higher Education Institutions. Commercialisation is discussed in greater detail in the University's policy for commercialisation issued on 9 March 2015.

## 1. PURPOSE OF THE INVENTION GUIDELINES

The purpose of these guidelines is to provide instructions for and promote the recognition, protection and exploitation of inventions made at the University of Helsinki (hereinafter the University) in a manner that serves both the inventor and the University. The guidelines also outline the procedures for submitting and handling invention disclosure notifications and for related decision-making.

These invention guidelines are based on the Act on the Right in Inventions made at Higher Education Institutions (369/2006) (HEI Invention Act, hereinafter University Invention Act). The concepts and definitions used here are identical to those in the Act. The University Invention Act takes precedence over these guidelines and is to be adopted in the event of any conflict between these guidelines and the Act, or if a topic is not covered in the invention guidelines.

## 2. APPLICATION OF GUIDELINES AND DISTRIBUTION OF WORK BETWEEN THE UNIVERSITY AND HELSINKI INNOVATION SERVICES LTD

These guidelines apply to all inventions which are made by individuals in an employment relationship with the University of Helsinki and which may be patented in Finland. Unless otherwise agreed upon, the guidelines apply to University students who are in an employment relationship with the University of Helsinki at the time the invention is made. If separately agreed upon, the guidelines may also be applied to individuals who are not in an employment relationship with the University.

If the inventor files a patent application or otherwise exploits the invention within six months of the termination of his or her employment, the invention is considered to have been made during the employment relationship unless the inventor can present plausible proof of the invention having been made later. If the invention is thus deemed to have been made during the employment relationship, the guidelines are also applied to individuals no longer employed by the University of Helsinki.

Inventions are patentable in Finland if they meet the requirements for patentability laid down in the Patents Act (550/1967). Under the Patents Act, an invention is patentable if it is new (previously unpublished), innovative (not obvious to a person skilled in the art) and industrially applicable. While the Act deals with patentable inventions, it does not make patenting obligatory.

Unless otherwise agreed, these invention guidelines do not apply to inventions made prior to the University Invention Act's entry into force on 1 January 2007.

Helsinki Innovation Services Ltd (hereafter HIS),

owned by the University, handles all obligations arising from these invention guidelines on behalf of the University, unless otherwise expressly stated in the guidelines.

HIS carries out the following tasks related to invention disclosures and patents on behalf of the University:

- Reception of invention disclosures in compliance with the University Invention Act
- Examination and evaluation of invention disclosures
- Preparation of responses to invention disclosures
- Administration of the University's patent applications and patents

Decisions related to inventions (protection or transfer of ownership) are made by the director of Research Affairs.

## 3. CLASSIFICATION OF INVENTIONS BY TYPE OF RESEARCH

Under the University Invention Act, inventions are classified according to the type of research from which they have resulted and/or any agreements made on the ownership of rights to inventions.

Inventions are considered to have resulted from

### A) **open research**, if

1. The research is conducted during an employment relationship to fulfil the University's research duties, without external funding and without external contractual partners.
2. The research is funded by an external party but is not governed by provisions other than those related to the publication of results.
3. The research meets the criteria for contract research, defined under item B, but the University and the contracting party have jointly agreed the research to be open in nature prior to initiating the project.

### B) **contract research**, if

1. The research constitutes a chargeable service under the Act on Criteria for Charges Payable to the State (150/1992).
2. The research is not open research or a chargeable service referred to in item B.1.; if it involves at least one party from outside the University that conducts part of the research, acts as a funding party (such as Tekes, the EU, the Academy of Finland, or an enter-

prise) or takes on another role, and if it implies obligations related to the utilisation of research results, OR if it is a project funded by the University itself to promote commercialisation (e.g., proof-of-concept projects).

C) **other circumstances**, if they do not emerge from open research (A) or contract research (B).

## 4. SUBMISSION AND HANDLING OF INVENTION DISCLOSURE NOTIFICATIONS

### 4.1 INVENTOR'S RESPONSIBILITY TO SUBMIT AN INVENTION DISCLOSURE NOTIFICATION

Any University employee who makes an invention is required to submit a written notification of it without delay, irrespective of the classification of the invention. The disclosure must be made using the University's own form for this purpose. The form and instructions for its completion are available in Finnish and English from HIS and on the University's intranet (Flamma). The completed and signed disclosure form should be sent to:

Keksintöasiat / Helsinki Innovation Services Ltd  
PO Box 20  
PL 20  
00014 University of Helsinki

or by email to keksintoilmoitus@helsinki.fi.

The University will be introducing an electronic invention disclosure form. Instructions for its completion will be available on Flamma after the form's introduction. If an inventor employed by the University also has a valid employment relationship with another organisation at the time of the invention, he or she must submit a disclosure notification of the invention to that organisation as well.

### 4.2 THE UNIVERSITY'S OBLIGATION TO RESPOND TO THE INVENTION DISCLOSURE NOTIFICATION

The University must respond to the inventor in writing without undue delay no later than two (2) months from the reception of an adequately completed invention disclosure notification. In its response, the University must mention the type of research project or the circumstances under which the invention was made, as well as take a tentative position regarding ownership.

The University is entitled to assess the invention.

Based on the assessment, the University makes a final decision on its interest in owning the invention. The University must indicate its final position concerning its willingness to own the invention within six (6) months of the filing of the adequately completed invention disclosure notification.

## 5. RIGHTS TO THE INVENTION

### 5.1 OPEN RESEARCH

The rights to an invention resulting from open research belong primarily to the inventors. The inventors may offer the invention to the University, which may decide to accept the rights according to a separate written agreement.

If the inventor has not published an invention resulting from open research or indicated a wish to exploit it within six (6) months of submitting the invention disclosure notification, the University is entitled to transfer the rights to itself. The University must submit a written notification of its interest in a rights transfer and, before submitting the notification, enquire whether the inventor plans to exploit the invention.

### 5.2 CONTRACT RESEARCH

The rights to an invention resulting from contract research belong primarily to the University. If the University confirms its rights to an invention made in contract research, it must inform the inventor in writing about the transfer of rights within six (6) months of receiving the adequately completed invention disclosure notification.

If the University fails to respond to the invention disclosure notification by the deadline, the University is deemed to have waived its right to the invention. In this case, ownership is considered to belong to the inventor.

If the University transfers the rights to an invention as described in this section, the inventor must sign a letter of transfer and any other necessary documents without delay under the University Invention Act and at the University's request.

### 5.3 THE UNIVERSITY'S RIGHT OF USE

As a rule, the University aims to obtain the right to use inventions for research and teaching purposes in order to carry out its core mission. However, the inventor may refuse to grant such a right by indicating so in the invention disclosure notification.

## 6. CONFIDENTIALITY, PUBLICATION OF RESEARCH RESULTS AND DISCLOSURE OF INFORMATION

The inventor may not publish the invention or related information until:

- a) The University has expressly granted permission for this.
- b) The University has indicated that it will not acquire the rights to the invention.
- c) Six (6) months have passed since the reception of the adequately completed invention disclosure notification and the University has not responded to it.

Any information the University receives about the invention must be kept confidential until the invention has been sufficiently protected and no other compelling reasons for confidentiality exist. However, the University may disclose information to research partners and other parties if the research contracts so require and if the disclosure is necessary for the exploitation of the invention. In this case, the University must ensure that information disclosure does not jeopardise the protection or exploitation of the invention or the inventor's right to scientific publication.

## 7. PROTECTION, SALE AND LICENSING OF INVENTIONS

The University does not engage in the protection, sale or licensing of the inventor's rights to the invention.

If the University holds the rights to the invention, it decides on the exploitation – including the sale, licensing, publishing, own use and protection – of the invention. For the sake of clarity, the University is not obligated to protect the invention with a patent.

The University exploits inventions as enabled by its resources, opportunities and obligations. HIS evaluates inventions based on their commercial potential, keeping in mind the University's commercialisation policy.

The inventor plays an important role in writing patent applications, responding to interim decisions and handling other expert duties related to protection. The inventor's expertise is needed especially in the further refinement of inventions and in projects set up for this purpose.

## 8. INCENTIVES AND DISTRIBUTION OF PROFIT

Profit from inventions owned by the University is distributed as described in Appendix 1, unless otherwise agreed upon in the contract research agreement. All fees and remuneration listed in Appendix 1 are to be distributed among the inventors according to their work contribution, as described on the invention disclosure form. If the inventors have not notified the University of their work contribution, the remuneration and/or fees will be distributed equally among all.

## 9. ENTRY INTO FORCE

These invention guidelines will enter into force on 00 20 May 2015, superseding the guidelines which took effect on 24 August 2011. Inventions for which an invention disclosure was submitted before these guidelines enter into force are subject to the University's previous invention guidelines, unless otherwise agreed upon (for example, assignment of rights contracts).

## APPENDIX 1 INCENTIVES AND DISTRIBUTION OF PROFIT

### EXPENSES

The University pays the expenses incurred from the protection of an invention it owns, such as the costs of writing and filing a patent application as well as maintaining the patent, unless otherwise agreed.

### REMUNERATION FOR INVENTIONS

The University keeps a record of the income and expenses related to the commercialisation of an invention.

The University distributes the net income from selling, licensing or otherwise disposing of an invention it owns as follows:

- 1) For a maximum net income of €100,000:

Inventors	50%
Profit centre	20%
University	30%

- 2) For a net income over €100,000:

Inventors	1/3
Profit centre	1/3
University	1/3

This distribution also applies to remuneration paid for inventions emerging from chargeable service operations, unless otherwise stated in the relevant contract. The University, University of Helsinki Funds or the inventor may be an owner of a company to which the University sells, licenses or otherwise assigns the invention. The total income used to calculate net income is considered to equal the income that the University receives from a licensing contract or other assignment contract. An increase in the value of a company holding or income from the disposal of the holding is not included in the total income.

Net income is calculated by deducting from the total income the University's direct expenses:

- Patenting expenses, including those incurred from writing patent applications and maintaining patents
- Other expenses incurred from the protection of intellectual property rights
- Market, patentability and other surveys carried out or acquired in connection with preparations for the commercialisation of the said intellectual property right
- Other direct and/or verifiable expenses incurred from commercialisation
- Any separate maintenance fee paid to the University

The University reviews the net income annually by 31 March based on the income for the previous calendar year. Remunerations are paid in connection with the May salary payment, provided that the remuneration for an individual inventor, before withholding tax and statutory payments, exceeds 100 euros, unless otherwise stated in the contract governing an invention made in chargeable service operations. If the sum is less than this, it is transferred to the following month's fee payment for the inventor's benefit.

# UNIVERSITY OF HELSINKI

## POLICY FOR THE COMMERCIALISATION OF RESEARCH RESULTS 9 MARCH 2015

### TO THE READER,

The commercialisation principles presented in this policy document apply to all University of Helsinki employees. The University has separate Invention Guidelines for defining the rights of ownership to individual inventions and for determining the amount of reasonable reimbursement to the inventor for the transfer of such rights. The Invention Guidelines also specify other procedures and obligations concerning employees and the University in relation to inventions resulting from research.

This document defines the principles, procedures and roles of various University parties concerning the commercialisation of inventions and other intellectual property fully or partly owned by the University.

The statutory duties of Finnish universities include not only research and teaching, but also community relations. In addition to carrying out scientific research and providing teaching based on it, Finnish universities have a duty to serve Finnish society in other ways. The results of research carried out at research universities

make a significant social contribution. They can support social decision-making, people's health and well-being, as well as employment and economic growth. However, society and the business sector can rarely use research results directly. Various processes and expertise are needed to make the results available to society as a whole faster and more efficiently.

The University of Helsinki aims to substantially improve the effectiveness of commercialising the inventions, patents and other knowledge capital (i.e. intellectual property) that it owns and manages in a manner appropriate to researchers, the University and society as a whole. The University intends to use the commercialisation principles defined in this document to promote the social impact of the knowledge capital it owns, create new commercial opportunities for funding its operations, and provide researchers with alternative options for business activities based on the commercialisation of research results.

## 1 PURPOSE

The commercialisation principles of the University of Helsinki (hereafter the “University”) aim to ensure that the University’s intellectual property is recognised and managed appropriately in accordance with the principles defined in the ownership policy of the University of Helsinki Group. Together with the University’s Invention Guidelines, this document aims to provide University employees with a clear idea of the rights and duties related to the intellectual property generated through research as well as the protection and commercialisation of such property.

## 2 APPLICATION

These commercialisation principles apply to the commercial exploitation of research-derived intellectual property fully or partly owned by the University of Helsinki.

## 3 DEFINITIONS

### 3.1 INTELLECTUAL PROPERTY AND ITS PROTECTION

Intellectual property arising from research can be protected by applying for a patent or registration, or the protection may be automatically gained. The Act on the Right in Inventions Made at Higher Education Institutions (19 May 2006/369) and the University’s Invention Guidelines apply to inventions that are subject to patent law in Finland. Computer programmes are primarily considered works subject to copyright, and their protection is governed by the Copyright Act. However, copyright does not protect the ideas and principles (e.g., algorithms) behind computer programmes; at best, it protects their representation as works. Computer programmes may be patented as part of the idea or principle that they implement.

Commercially viable intellectual property generated by university research is usually either an invention that can be protected by patenting or a computer programme that can be protected under the Copyright Act. Consequently, this document focuses on the principles for commercialising these two types of intellectual property (see table below). Other forms of protecting intellectual property can also be used on a case-by-case basis. These include utility models, trademarks and design protection.

### INTELLECTUAL PROPERTY AND ITS PROTECTION

Type of intellectual property	Subject of right	Scope of protection	Process of protection
(actual) copyright	Research output (e.g., computer programme)	copying, making public	automatic
patent right	new invention	commercial exploitation	patent application

### 3.2 CONFIDENTIAL INFORMATION

General legislation protects confidential information and trade secrets against inappropriate practice. In terms of commercialisation, such confidential information includes the following:

- New inventions before the submission of a patent application
- The content of a patent application before it is made public (18 months from its submission)
- New commercially valuable information or findings for which no patent is consciously applied; rather, the commercial exploitation of the information or finding is based on keeping it a trade secret
- Trade secrets

Once a researcher recognises that he or she has made an invention, the researcher must report this to the University without delay, as per the Invention Guidelines. This also ensures that patenting, if any, does not delay publication of the research results. After submitting a patent application, research results subject to the protection applied for can be freely made public.

### 3.3 INCOME FROM COMMERCIALISATION

Income from commercialisation refers to the income attributable to the commercialisation of a specific invention or other intellectual property from which the direct costs of commercialisation have been deducted. Direct commercialisation costs include the following:

- Patenting costs, including the costs of drawing up and maintaining the patent
- Other costs of protecting intellectual property

- Costs of market, patenting and similar surveys carried out, or from which survey results are obtained, while preparing the commercialisation of intellectual property
- Other direct and/or demonstrable costs attributable to commercialisation

However, if a commercialisation project has received commercialisation funding from outside the University (e.g., research funding from the Finnish Funding Agency for Innovation within the framework of “New knowledge and business from research ideas”), income from commercialisation must be calculated using a method defined separately for each project.

### 3.4 SPIN-OUT COMPANIES

Spin-out companies are established to commercialise intellectual property that stems from University research and is fully or partly owned by the University. A spin-out company can be established according to the principles outlined in section 5.2 (*Establishment of new spin-out companies*).

## 4 INTELLECTUAL PROPERTY UNDER THE PRINCIPLES OF COMMERCIALISATION

The University’s Invention Guidelines describe the rights and obligations related to submitting and processing an invention disclosure as well as to inventions and patenting. The activities and support related to the commercialisation of intellectual property focus only on rights owned fully or partly by the University. If intellectual property is deemed to belong to the inventor or another employee on the basis of the invention disclosure or the Copyright Act, he or she may offer the property to the University. In that case, the University may accept the intellectual property and begin to commercialise it in accordance with the principles of this document.

# BENEFITING

THE WORLD AND SUPPORTING RESEARCH

## 5 COMMERCIALISATION

The commercialisation of research results usually takes place in two ways:

- a. By licensing or selling the research results
- b. By establishing a new spin-out company to commercialise the research results

These two methods of commercialisation are discussed below.

### 5.1 LICENSING OR SALES

When commercialisation takes place through licensing, the remuneration offered to the licensor (the University) is determined in a separate licence agreement. The commercial income generated for the University through licensing is distributed according to the University's Invention Guidelines between the inventor, the profit centre and the University. Licensing usually requires that the intellectual property to be licensed has been protected or that a protection process (e.g., a patent application) is pending. The scope of licensing agreements varies considerably and depends entirely on factors such as the intellectual property to be licensed, the market, the level of maturity of the technology, and the commercial significance of the licensed invention to the licensee. Accordingly, the terms of the license agreement must be determined on a case-by-case basis. Often, however, the results of academic research are at such an early stage in terms of their commercial exploitation that their true commercial potential cannot be established until years later. This is why almost all license agreements at the University define the distribution of future income to be generated by the licensed technology so that the licensor receives a percentage share of the income from the licensed technology as reimbursement ("royalties").

The scope of the license agreement will also be defined on a case-by-case basis with a view to the above-mentioned commercial parameters and negotiations. The granted license may be an exclusive right, limited to a geographical area, or based on products using the technology. The licence may also provide full or limited rights to use the technology. Limited rights may be licensed on similar conditions to several parties.

Instead of licensing, intellectual property can also be sold, which means that ownership of the property is transferred to the buyer. In a sales situation, the rights and obligations related to the protection of the property are also transferred to the buyer. The terms

and remuneration associated with a sales agreement must be determined separately in each case. Again, the commercial revenue generated is distributed under the University's Invention Guidelines between the inventor, the profit centre and the University.

As commissioned by the University, Helsinki Innovation Services Ltd (hereafter "HIS") is responsible for licensing and selling intellectual property, and for conducting the related negotiations together with legal counsels from the University's Research Affairs. The inventor's support and role as the foremost expert in the innovation are the best guarantee for successful licensing and sales. The director of development at Research Affairs signs licensing and sales agreements on behalf of the University of Helsinki as one of the parties. The innovation committee is informed of agreements concluded.

### 5.2 ESTABLISHMENT OF NEW SPIN-OUT COMPANIES

Because of the risks and investments required by a new business venture, the establishment of a spin-out company is always a special case of the above licensing or sales situation. Technically, it differs from normal licensing or selling only in that the licensor or buyer of the technology is a company in which University of Helsinki Funds (hereafter UHF) may be a shareholder.

A spin-out company may be established for various reasons, including the following:

- The technology or method cannot be effectively commercialised via licensing, in which case the only means of commercialising it is to establish a company geared towards using it as a basis for its business.
- The establishment of a company is the only way of commercialising the technology or method for some other reason.
- It is judged that a spin-out company best allows for the development of University research for commercial purposes.
- There are other particularly compelling reasons.

The establishment of a spin-out company to commercialise the University's intellectual property is a process that requires the expertise and commitment of several parties. A research result is not always sufficient to establish a company. Often the best option is to commercialise inventions (or other intellectual property) that supplement each other through the same spin-out company.

### 5.2.1 ENTREPRENEURIAL TEAM

A new company requires not only technology, but also the funds to launch and further develop its operations. To get the business off the ground, the company must usually seek funding from investors, who outline their own requirements for the company's business operations and goals. One important criterion for the investor is always the entrepreneurial team that will take the company forward. This team must be committed to the company's development and commercial goals. Often a team consisting of researchers needs to be strengthened by individuals from outside the University having a business or other suitable background. The role of researchers is usually to bring their technological expertise to the company. This does not, however, mean they must abandon their academic careers; instead, the expertise can be transferred through collaboration. The team is assembled by HIS and University Finance based on the needs of the prospective business.

### 5.2.2 COMMERCIALISATION OF TECHNOLOGY

Another key factor for the new spin-out company is the technology to be commercialised that will form the basis of its competitive advantage. When commercialisation takes place through a new company, intellectual property need not always be protected. Particularly when the product to be commercialised is a computer programme, simple confidentiality arrangements may be a viable option. However, it is usually necessary that the company already have patent protection when seeking funding. The commercial terms of licensing or transferring the ownership of intellectual property depend on the new spin-out company. Although no hard and fast rules can be laid down, the terms must correspond to the principles generally accepted in the market. However, because of the nature of commercialisation, the license must usually be exclusive at least in the geographical or branch area of the new company. For preparing and deciding on licence or transfer agreements, please see section 5.1 (*Licensing*).

### 5.2.3 BUSINESS PLAN

The entrepreneurial team and the technology alone do not provide the basis on which to establish a new company. Also needed are customers willing to pay for the company's products and/or services, as well as a detailed business plan that credibly describes the company's future business operations and growth. The entrepreneurial team is responsible for formulating the business plan, with support from HIS. Once completed, the plan is presented to University Finance, which can decide that the plan be presented to the innovation committee or

return it for re-development. The innovation committee always discusses the establishment of a new spin-out company. Based on the committee's proposal, UHF decides on whether to establish the company or not.

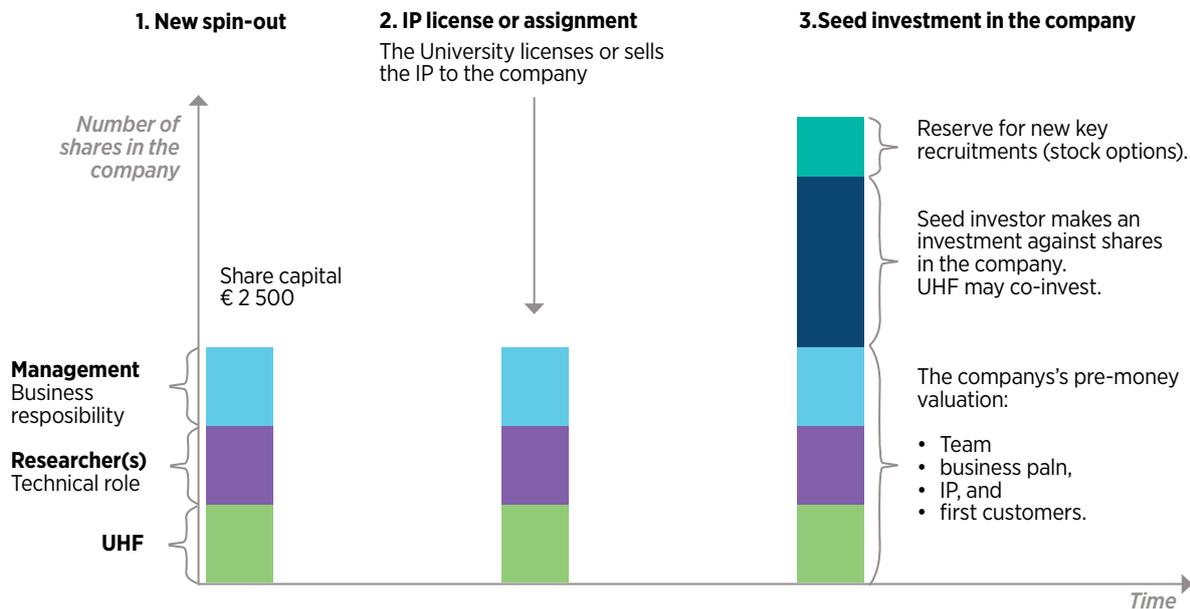
### 5.2.4 SHARE DISTRIBUTION BETWEEN THE SHAREHOLDER RESEARCHERS AND THE UHF

The University has concentrated its spin-out company shareholdings into the UHF, which is part of the University of Helsinki Group. When establishing a new spin-out company, the ownership of its shares is divided equally between the shareholder researchers and the UHF. "Shareholder researchers" refers here to the researchers who are the founding shareholders of the new spin-out company. Shareholder researchers are selected when the above-mentioned team is put together, with a view to the company's prospective business operations. In accordance with the Act on the Right in Inventions Made at Higher Education Institutions, shareholding is not a reward for the invention. Shareholder researchers must be committed and able to develop the company's technology, and must therefore have participated in developing the intellectual property to be commercialised. The UHF, with the assistance of HIS, is responsible for the division of shares in the new spin-out company between the founding shareholders.

Regardless of whether or not they are shareholder researchers, all inventors mentioned in the invention disclosure, or University employees designated as the producers of the intellectual property, receive monetary compensation in accordance with the University's Invention Guidelines, based on income from commercialisation under the agreement on licensing the intellectual property or transferring it to the spin-out company.

### 5.2.5 FOUNDING SHAREHOLDERS FROM OUTSIDE THE UNIVERSITY

As indicated in section 5.2.1 (*Entrepreneurial team*), the entrepreneurial team must often be strengthened with the addition of members from outside the University who are from a suitable background. HIS and University Finance share the responsibility of selecting and recruiting these members. Often the team members selected at this stage are also the company's founding shareholders. The size of their shareholdings is determined on a case-by-case basis in separate negotiations. The size of the shareholdings of external founding shareholders equally reduces the UHF's and shareholder researchers' share of the company's stock, i.e., dilutes the ownership of both the UHF and the shareholder researchers.



Phases of establishing a spin-out company.

### 5.2.6 FOUNDING DOCUMENTS FOR A SPIN-OUT COMPANY

University Finance, with the assistance of HIS, is responsible for drawing up the founding documents for a company, using primarily the templates prepared for this purpose that include the following documents:

- a. Founding agreement
- b. Articles of association
- c. Start-up notification to the National Board of Patents and Registration
- d. Lists of shares and shareholders
- e. Shareholders' agreement

The above documents can be supplemented and/or edited as needed.

### 5.2.7 ACQUISITION OF EXTERNAL INVESTMENTS

Launching the business operations of companies intending to commercialise intellectual property often requires capital, as the products and services developed are usually not ready to be sold to customers. The capital

needed for development is usually acquired from private or institutional investors specialised in seed funding, as well as from private equity funds. The entrepreneurial team, with support from University Finance and HIS, is responsible for acquiring such investments. Even the best technology cannot succeed without a skilled and committed team and a business plan. This is why investors primarily assess the team and its ability to introduce the technology successfully to the market. Decisions on new investments must be based on the rights defined in the existing shareholders' agreement.

### 5.2.8 INVESTMENT OPPORTUNITIES OF THE UHF

The UHF is entitled to invest in the established company on the same terms as an external investor. The innovation committee discusses any investments by the UHF.

## 6 AMENDMENTS TO THE COMMERCIALISATION PRINCIPLES

The innovation committee reviews the commercialisation principles annually.

## 7 APPENDIX: CRITERIA FOR COMMERCIALISATION

### Inventions or other intellectual property fully or partly owned by the University of Helsinki

- The research results to be commercialised are fully or partly based on research carried out at the University of Helsinki.
- HIS experts assess the market potential for commercialisation. If necessary, external service providers can be engaged for their expertise.
  - The commercialisation activities launched on the basis of research results and/or development work have the potential for national and/or international growth.
- The research results are at the disposal of the University of Helsinki and appropriate transfer of rights agreements have been concluded.
- In addition to University of Helsinki Funds, other investors are also interested in investing in the company.
- Commercialisation can take place either by establishing a new spin-out company or through licensing.
  - The established company has a technologically and commercially strong as well as committed team with the ability to develop the company and, possibly, promote its international success.
  - Commercialisation takes place in cooperation with researchers and by engaging a suitable entrepreneur for the project as early as possible.
- The “ideological” goal of commercialisation is that Commercialisation or other innovation activities considerably expedite the exploitation of research results.
- The funding allocated by the University of Helsinki to commercialisation activities is not research funding for University researchers.
  - HIS receives annual funding to assist researchers and the University of Helsinki in commercialising research results (social impact).
  - The UHF may provide a small initial investment. Involvement in projects is based on the principles of commercialisation, and each investment is separately considered with a view to the Funds’ total investment assets.
- The commercialisation of research results promotes the social impact of the University of Helsinki.
- The commercialisation of research results encourages new kinds of research, and, through them, new commercialisation projects.



**UNIVERSITY OF HELSINKI**