

 NUOVA ACCADEMIA DI BELLE ARTI	RULES OF NABA IN THE MATTER OF INTELLECTUAL PROPERTY <u>ENGLISH</u>	Page 1 / 3
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NABA INTELLECTUAL PROPERTY REGULATIONS

1. OBJECT OF THE REGULATION

1.1 These Regulations govern the relations between Nuova Accademia di Belle Arti (hereinafter referred to as NABA) and the Students enrolled in the courses at NABA, at all levels with regard to the ownership, publication of the works and theses realised by the Students, copyright and the Intellectual Property Rights associated to them.

1.2 During the course, Students participate in various activities (including, but not limited to, lessons, workshops, seminars, theses, final diploma projects, special projects) that lead to the creation of individual or group works, inventions, or other forms of intellectual property that fall within the scope of protection under Italian Law on Copyright no. 633/1941 (hereinafter referred to as “LDA”), or that may be protectable as trademarks, industrial designs, patents and other forms of protection such as, by way of example but not limited to, videos, audios, texts, handouts, product or service designs, drawings, prototypes, advertising campaigns, trade secrets and others or that may be protected as “Intellectual Property Rights” as defined in Article 1.3 below (hereinafter each work, invention, discovery or other will be referred to as a “Work” or in the plural “Works”).

1.3 For the purposes of these Regulations “**Intellectual Property Right or Rights**”, shall mean:

- the copyrights and related economic rights recognised by any law applicable in any jurisdiction in the world, concerning the Work (including software and databases, works of graphic art, sculpture, audio-video, multimedia, cinematographic, industrial design works or any other kind of intellectual work) and therefore in particular by way of example but not limited to the rights of publication, reproduction and/or multiplication in copies by any means, distribution, marketing, sale, rental or lending, fixation on any medium, dissemination and communication to the public by all means of communication and in any form or manner and including the Internet or in digital form, processing, translation, modification;
- the proprietary rights in patents, utility models, industrial designs, semiconductor topographies, as well as industrial secrets and confidential technical information, recognised by any applicable law in any jurisdiction in the world, relating to solutions and innovations made within the scope of the project or otherwise relating to it;
- the trade secret rights;
- the rights to trademarks and other distinctive signs, logos, signs, trade names, domain names, appellations of origin and geographical indications, recognised by any applicable law in any jurisdiction in the world, used or otherwise intended to distinguish the creations, solutions and innovations realised within the scope of the project or otherwise relating to it.

1.4 These activities are carried out by Students under the protection, supervision and guidance of NABA’s internal or external teaching staff and using its facilities and resources, such as equipped laboratories, materials, machinery, software, furniture, props, audio/video equipment and others resources.

1.5 What is stated in Art. 1.4 also applies to the final graduation examination of the Masters and Level I and II courses, i.e. the Final Diploma project (Thesis).

2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS TO THE STUDENT'S WORKS: WORKS OTHER THAN THE FINAL PROJECT AND FINAL DIPLOMA PROJECT

2.1 STUDENT WORKS OTHER THAN THE FINAL PROJECT

Any and all Intellectual Property Rights resulting from the creative and/or inventive activity related to the activities, studies, experimentation, and project design carried out by the student individually or in group within the scope of a didactic project under the guidance of NABA’s professors and/or directors, and any material

produced, conceived and realized by the student individually or the group itself during the academic activity (including, by way of example and not exhaustively of handouts, presentations, texts, projects or other, with the exception of the final project (thesis)), will be the exclusive property and ownership of NABA and is deemed to have been definitively and free of charge assigned by the student to NABA, which will have every right to exploit, economically utilize and dispose of it for any reason (including, by way of example and not exhaustively: advertising, promotional, internal strategy, informative or research, didactic or experimental purposes). Consequently, every right of deposit and registration of Intellectual Property Rights in national, community, international registers is reserved to NABA, without prejudice to the students' rights to be recognized as authors.

2.2 FINAL PROJECT (THESIS)

The final Diploma examination, for each type and grade of course attended (I, II level, Master's), consists of a project paper, called Thesis, developed through various work phases under the supervision of a lecturer (the Supervisor), and is aimed at demonstrating in an integrated manner the critical, design and implementation skills acquired by the Student during his/her studies. The Thesis may represent a work and, as such, may be protected by intellectual property legislation.

The Intellectual Property Rights of the Final Diploma Project (Thesis), as better described in NABA's Intellectual Property Regulations, available at the following link <https://www.naba.it/it/chi-siamo/regolamento-della-proprietà-intellettuale> (in Italian language) - <https://www.naba.it/en/about-us/regulation-of-intellectual-property> (in English language) belong to the student, who is entitled, in addition to the moral rights, to the rights of economic utilization.

In case of the student's alienation of the rights of economic utilization, the student agrees to grant NABA the right of pre-emption, as regulated in Art. 5 of the Regulations.

In addition to this regulation, the Final Project may be subject to further specific rules, relating to the teaching areas to which the course of study attended by the Student pertains. The student is required to be aware of these regulations, where present, available within the Academic Department.

3. NABA'S RIGHTS TO THE WORKS, THESES AND WORKS RETURNED BY NABA TO THE STUDENT

3.1 The Student irrevocably grants NABA the right to use any of his/her Works, including the Final Project (Thesis) and any other Work assigned by NABA to the Student, as well as the related preparatory materials, for advertising, promotional and informative purposes of its courses and academic activities, as well as for research, didactic and experimental purposes, within its courses and outside of them (e.g. during workshops, seminars, conventions, conferences, advertising campaigns, etc.).

3.2 These rights are granted to NABA permanently and free of charge, with no time or space limits. The Student hereby waives any right to claim compensation or indemnity in this regard.

4. AUTHOR'S RIGHTS AND OBLIGATIONS OF THE AUTHOR

4.1 The publication and dissemination of the Work must strictly provide for the correct accreditation of all authors and of NABA, as well as of the institutions that (in various ways) have contributed to its creation (including, by way of example, names, titles, roles, etc.) and the Student undertakes to promptly indicate such names and subjects and to obtain the necessary consents for its dissemination and use.

4.2 The Student acknowledges that he/she is obliged to exploit, in every communication, use, exploitation, presentation, publication, or external diffusion of the Work, the activity of NABA and its staff, both teaching and administrative, not claiming the ownership of activities carried out by NABA or its staff and explicitly citing NABA with the specific modalities indicated within the regulations regarding the final diploma exam

4.3 The Student undertakes to comply with the provisions of these Regulations for himself or herself and for any third party that circulates what he/she has created, work or Final Project (Thesis), also pursuant to Article 1381 of the Italian Civil Code.

4.4 The Student undertakes, declares and guarantees that the Work and/or Final Project (Thesis) he or she will produce is original and does not infringe any third-party Intellectual Property Rights or other third-party rights.

4.5 In the event that the Work and/or Final Project (Thesis) has involved the creative activity of more than one person and these persons may claim some of the rights listed above, or the Student infringes Intellectual Property Rights or other rights of third parties, NABA shall not be held liable in any way and the Student agrees, hereby, to indemnify and hold NABA completely harmless from any claim or action - including, by way of example, but not limited to - precautionary actions and claims for damages, compensation or other.

5. ASSIGNMENT OF FINAL PROJECT (THESIS) RIGHTS - NABA PRE-EMPTION

5.1 If the Student wishes to assign, even partially, the Intellectual Property Rights on the Final Project (Thesis) within 24 (twenty-four) months from its publication, he/she undertakes to grant NABA the right of pre-emption on the assignment of the economic and exploitation rights of the Final Project (Thesis).

5.2 In order to allow NABA to exercise such right, the Student shall inform NABA in advance by PEC or registered letter with return receipt of his/her intention to transfer the Final Project (Thesis) and the economic offer that the Student is willing to accept. NABA will be entitled to exercise the right of pre-emption within 30 (thirty) days from the receipt of the aforementioned communication by the Student.

In this case, the Student shall assign to NABA the right that is the object of the pre-emption, under the agreed economic conditions.

5.3 Should NABA not exercise such right of pre-emption within the aforementioned term or should it declare that it does not wish to exercise it, the Student shall be free to assign the Intellectual Property Rights on the Final Project (Thesis) to a third party, informing the latter of the rights acquired by NABA according to art. 3 of this Regulation.

6. TERRITORIAL AND TEMPORAL SCOPE

6.1 These Regulations apply to all NABA courses and academic training activities, wherever they are delivered, both in “in-person” and “remote” modes.

6.2 The obligations of the Regulations persist for the entire duration of the attendance of courses and academic training activities at NABA and concern all the Works and/or Theses realised and/or published during such period.

6.3 The obligations of the Regulations also apply in the event that the Student drops out of the course before its completion and publishes the Work or finds it later, if it was created while attending the course with the use of NABA premises and instruments, as well as if NABA’s personnel participated in it in any capacity and for any phase of it.

7 PLACE OF JURISDICTION - APPLICABLE LAW

7.1 Regardless of the nationality, citizenship, residence or domicile of the Student, as well as the place where the Work is used, this contract is governed by Italian law and any dispute that may arise with regard to the interpretation, validity and execution of this agreement will be submitted to Italian jurisdiction and to the exclusive competence of the Court of Milan, Italy with any other jurisdictional rule being explicitly waived.

Milan, 17th May, 2023