

香港中文大学（深圳）科技成果转化管理办法（暂行）

第一章 总 则

第一条 为了保护香港中文大学（深圳）的知识产权，促进科技成果转化为现实生产力，规范科技成果转化活动，根据《中华人民共和国促进科技成果转化法》等有关政策法规，结合学校实际情况，特制定本办法。

第二条 本办法所称科技成果，是指学校教学科研人员及学生在职期间通过学校承担国家、地方、企业等科研项目或利用学校资源、执行学校任务所形成的技术成果，包括专利、软件著作权、集成电路布图设计专有权、专有技术秘密等。上述科技成果归学校所有，学校享有使用权、转让权和处置权等。

本办法所称科技成果转化，是指对科技成果所进行的后续试验、开发、应用、推广直至形成新技术、新工艺、新材料、新产品，发展新产业等活动。

第三条 科技成果可以采用下列方式进行转化：

- （一）学校或科技成果完成人自行投资实施转化；
- （二）向他人转让该科技成果；
- （三）许可他人使用该科技成果；
- （四）以该科技成果作为合作条件，与他人共同实施转化；
- （五）以该科技成果作价投资，折算股份或者出资比例；
- （六）其他协商确定的方式。

第二章 组织实施

第四条 学校对科技成果转化实行统一管理，科研处按照学校规定的职责范围，管理、指导和协调科技成果转化工作，科技成果转化合同统一签署，任何单位及个人不得擅自或者变相转让科技成果。科技成果转化事项较大的，科研处须报呈校务会审批。

第五条 学校实行科技成果登记制度。各单位或各成果完成人（课题组）应及时申请登记已完成的科技成果，由科研处备案并组织推广。

第六条 科技成果完成人及其所在单位有义务协助开展科技成果的转化工作，任何个人或单位不得阻碍职务科技成果的转化，不得将职务科技成果及其技术资料和数据占为己有，侵犯单位的合法权益。

第七条 科技成果转化的定价主要采取协议定价方式，或采用到技术市场挂牌交易和竞价拍卖等方式。

第八条 科技成果完成人（课题组）自行实施或与其他单位合作进行科技成果转化的，应当签订合同约定有关权益的归属。

第九条 与境外的组织或者个人合作进行科技成果转化活动，应当遵守相关法律、行政法规以及国家有关规定。涉及国家秘密事项的，依法按照相关规定的程序办理。

第十条 科技成果完成人指导的研究生如有参与产业化的行为，指导教师应事先向研究生院和相关学院申明并获得书面同意。研究生院和相关学院可以成立监督委员会，确保该学生所从事的工作与其毕业论文课题研究相关、工作的学术质量以及学生的权益。

第三章 权益保障

第十一条 学校与其他单位合作进行科技成果转化的，合作各方应当就保守技术秘密签订协议，当事人不得违反协议或者违反权利人有关保守技术秘密的要求擅自披露、允许他人使用该技术成果。

第十二条 通过技术交易中介机构进行科技成果转化的，必须要求中介机构签订承诺书，承诺其在为我校从事技术代理或者居间服务中知悉的有关技术秘密承担保密义务，明确违约责任。

第十三条 参加科技成果转化的有关人员须签订在职期间或者离职、退休后一定期限内保守学校技术秘密、不得从事与学校相同的科技成果转化活动的协议。

第四章 收益分配

第十四条 本办法所称收益，是指科技成果转化所产生的一切权益，包括转让费、许可费、利润分成（或收入提成）、技术入股的股权收益以及其他与科技成果转化相关的所有权益。

第十五条 科技成果转化收益由学校统一核算、统一管理。科技成果转化净收益（扣除专利申请费及中介服务费等相关成本）按照下列标准分配：

（一）将职务科技成果转让、许可给他人实施的，75%奖励成果完成人（课题组）；10%作为学院科研发展基金；15%作为学校科研发展基金。

（二）利用职务科技成果作价投资的，该项科技成果形成的股份或出资比例的75%奖励成果完成人（课题组），25%由学校或学校全资企业持有，相关收益作为学校科研发展基金。

（三）将职务技术成果自行实施或与他人合作实施的，在其实施转化成功投产后连续十年，每年将实施该项科技成果的营业利润中属于学校部分的30%奖励成果完成人（课题组）。

第十六条 科技成果完成人（课题组）之间的收益分配，包括股权分配及持股形式由项目负责人确定。

第十七条 科技成果转化收益中留作科研发展基金的部分视为通用科研经费。

第十八条 科技成果完成人（课题组）的收益分配应依法缴纳个人所得税。

第五章 法律责任

第十九条 在科技成果转化活动中弄虚作假，采取欺骗手段，骗取奖励和荣誉称号、诈骗钱财、非法牟利的，学校责令改正，取消该奖励和荣誉称号，没收违法

所得；给学校或他人造成损失的，依法承担民事赔偿责任；构成犯罪的，依法追究刑事责任。

第二十条 违反本办法规定或保密协议，泄漏技术秘密，擅自转让、变相转让职务科技成果，或者以其他方式损害学校知识产权权益的，学校将追究有关人员的责任。

第六章 附则

第二十一条 本办法自校务会审议通过之日起实施。本办法未尽事宜,按照《中华人民共和国促进科技成果转化法》及有关政策法规办理。本办法由科研处负责解释。

The Chinese University of Hong Kong, Shenzhen
Interim Measures for the Administration of the Commercialization of
Scientific and Technological Achievements

Chapter 1 General Provisions

Article 1 In order to protect the intellectual property rights of The Chinese University Hong Kong, Shenzhen (“**University**”), promote the commercialization of scientific and technological achievements, and regulate the relevant activities, the University, based on its current condition, formulates these measures in accordance with the *Law of the People’s Republic of China on Promoting the Commercialization of Scientific and Technological Achievements* and the relevant policies and regulations.

Article 2 “Scientific and Technological Achievements” (hereinafter “**Achievements**”) as referred to herein means technological achievements, including patents, software copyrights, proprietary rights to integrated circuit layout designs and technical know-how, which teaching /research staff and students of the University have made by undertaking national, local or enterprises’ research projects, or utilizing resources of the University or performing tasks assigned by the University. The University owns the Achievements. The University has the right to use, transfer and dispose of the Achievements.

The commercialization of the Achievements referred to herein means the activities conducted in relation to the follow-up tests, development, application and popularization of the Achievements, thereby developing new technologies, new processes, new materials, new products, and forming new industries, etc.

Article 3 The Achievements may be commercialized by any of the following manner:

- (a) investing or investing their own money in the commercialization by the University or persons having accomplished the Achievements;
- (b) transferring the Achievements to others;
- (c) authorizing others to exploit the Achievements;
- (d) using the Achievements as the conditions for cooperating with others in commercializing the Achievements;

(e) making investment in the form of the Achievements at their appraised value, which may be converted into shares or capital contributions;

(f) any other means as agreed.

Chapter 2 Organization and Implementation

Article 4 The University is responsible for the administration of the commercialization of the Achievements. The Research Administration Office manages, directs and coordinates such commercialization. Contracts on the commercialization of the Achievements shall be signed uniformly. No unit or individual may transfer the Achievements without authorization or in a disguised manner. Where significant commercialization occurs, the Research Administration Office shall report to the Executive Board for approval.

Article 5 The Achievements shall be registered with the University. Each unit or person (team) having accomplished the Achievement shall promptly register the Achievements. The Research Administration Office promotes them upon record filing.

Article 6 A person who has accomplished a job-related scientific and technological achievement as well as the unit where he or she works are obligated to assist in commercializing such achievement. No individual or unit may hinder the commercialization of the job-related achievement. No individual may appropriate the job-related achievement and the technical data thereof, infringing upon legitimate interests of the unit.

Article 7 The pricing of the commercialization of the Achievements shall be mainly determined through price negotiations. Alternatively, the price may be determined by listing on a technological market or through auctions.

Article 8 Where a person (team) having accomplished the Achievements carries out the commercialization individually or in cooperation with other units, contracts shall be concluded to specify the rights and interests of each party.

Article 9 Where commercialization of the Achievements occurs in cooperation with an overseas organization or individual, the relevant laws, regulations and provisions of China shall be complied with. Confidential matters concerning China shall be dealt with in accordance with the relevant procedures.

Article 10 Where a graduate student of a person having accomplished the Achievements engages in the commercialization, the mentor professor for such student shall make a prior statement to and obtain written consent from the Graduate School and the relevant school. The Graduate School and the relevant school may form a supervisory committee to ensure that the student's work is related to the research topics of his or her graduation dissertation, the academic standards of the work is high and the rights and interests of the students are protected.

Chapter 3 Rights and Interests Guarantee

Article 11 Where the University cooperates with other units for the commercialization of the Achievements, the parties shall enter into confidentiality agreements to protect technological secrets. The parties shall not disclose or allow others to use the Achievements without authorization in breach of the confidentiality agreements or the requests of rights owners that technological secrets be protected.

Article 12 Where the commercialization of the Achievements takes place via a technological trade intermediary institution, such institution shall sign a letter of undertaking, indicating that it is aware of the obligation to protect technological secrets and assume default liabilities while serving as a technological agent for the University.

Article 13 Participants in the commercialization of the Achievements shall sign agreements stipulating that they shall protect technological secrets of their units when they are on job, or within a specified period of time after they leave their posts or retire. No person concerned may engage in activities of commercializing the same the Achievements as when he was in his original unit.

Chapter 4 Proceeds Allocation

Article 14 Proceeds as referred to herein means all rights and interests generated from the commercialization of the Achievements, including transfer fees, royalties, profit share (commissions), return on technology investment and any other right and interest in relation to the commercialization of the Achievements.

Article 15 Proceeds from the commercialization of the Achievements shall be accounted and managed uniformly by the University. Net proceeds from such commercialization (deducting patent application fees and agent service fees) shall be allocated in the following manner:

1. Where a job-related scientific and technological achievement is transferred to others or others are authorized to use such achievement, 75% of the net proceeds shall be awarded to the person having accomplished the achievement; 10% shall be used as the School Research Development Fund; 15% shall be used as the University Research Development Fund.

2. Where a job-related scientific and technological achievement is used as technology investment, 75% of the share or capital contribution resulting from such achievement shall be awarded to the person having accomplished the achievement (team), 25% shall be owned by the University or a wholly-owned subsidiary of the University, proceeds from which shall be used as the University Research Development Fund.

3. Where a person having accomplished a scientific and technological achievement commercializes the achievement by himself or in cooperation with another person, 30% of the business profit generated from commercializing such achievement which belongs to the University shall be awarded to the person (team).

Article 16 A project responsible person shall determine the allocation of proceeds among different persons (teams) having accomplished the Achievements, including equity distributions and equity forms.

Article 17 The portion of the proceeds reserved as the Research Development Fund shall be deemed as the general research fund.

Article 18 Persons (teams) having accomplished the Achievements shall pay income taxes as required by law.

Chapter 5 Legal Liability

Article 19 As for anyone who obtains awards and an honorable title, cheats another one out of his money, seeks illegal gains by resorting to fraud in the commercialization of the Achievements, the University shall order such person to make correction, deprive of the awards and honorable title, confiscate his illegal gains. If economic losses have been caused to others, he shall bear civil liability for compensation according to law. If a crime has been committed, criminal liability shall be investigated according to law.

Article 20 The University shall pursue liability of any one who violates these measures or confidentiality agreements, divulge technological secrets, transfer the job-related Achievements without authorization or in a disguised manner, or damages the intellectual property rights of the University in any other manner.

Chapter 6 Supplementary Provisions

Article 21 These measures are implemented as of date when the Executive Board reviews and approves them. Any matter not covered in these measures shall be dealt with in accordance with the *Law of the People's Republic of China on Promoting the Commercialization of Scientific and Technological Achievements* as well as the relevant policies and regulations. These measures are interpreted by the Research Administration Office. If there is any objection, the Chinese version shall prevail.