

UM and azM Knowledge Rights Regulations

In view of:

the provisions in the Dutch Patents Act 1995 (*Rijksoctrooiwet 1995*) more particularly Section 12, by virtue of which the entitlement to a patent for an invention accrues to the employer and the university by which the inventor is employed respectively;

the provisions in the Dutch Copyright Act (*Auteurswet*), more particularly Section 7, by virtue of which the employer is considered as the creator of the Work and therefore has all the rights;

the current Collective Labour Agreement of Dutch Universities (*CAO Nederlandse Universiteiten*) and the Collective Labour Agreement of University Medical Centres (*CAO Universitair Medische Centra*);

the fact that the Ministry of Education, Culture and Science (*OC&W*) indicated in January 2005 that valorisation is one of the tasks of universities;

the importance which UM and azM attach to the development and valorisation of knowledge, research results, education and care by cooperation with the business sector;

the desire by UM's Executive Board and azM's Board of Directors to determine, with regard to valorisation of knowledge for UM and azM, similar regulations for their Employees;

UM's Executive Board and azM's Board of Directors hereby decide to adopt for UM and azM the following UM and azM Knowledge Rights Regulations.

Article 1 Definitions

Department: from an organisational point of view the smallest organisational unit of azM mentioned in the azM Management Regulations. In connection with these Regulations this is the clinical medical unit;

azM: academisch ziekenhuis Maastricht;

Net Income Distribution Document

the document in which the distribution of Net Income is laid down as specified in Article 7.2;

Unit: from an organisational point of view the smallest organisation unit of a faculty of UM;

Operating Agreement

the agreement with a third party whereby the results are exploited, including but not limited to a licence agreement or transfer of ownership;

FHML: Faculty of Health Medicine and Life Sciences of UM;

Invention Disclosure Form:

form in which (potential) Results are reported;

KTO: the Knowledge Transfer Office, a department of UM (or the department(s)/legal entity where these tasks will be invested by UM in the future), designated by UM as the Valorisation Organisation for the Results of the faculties of the School of Business and Economics, the Faculty of Law, Faculty of Psychology and Neuroscience and the Faculty of Arts and Social Sciences of UM;

Employee(s):

employee(s) of UM or azM or a person or persons who is/are involved in research or activities for UM or azM and who has/have developed or helped develop a Result. The Regulations have been declared applicable to the last category of persons. This includes, but is explicitly not limited to, the following: professors, students (insofar as Section 2 has been complied with), trainees, guest lecturers and researchers;

Employee Remuneration:

the part of the Net Income accruing to the Employee(s), as described in Article 7 of these Regulations;

MHC: the private company with limited liability Maastricht Health Campus B.V., based at Oxfordlaan 70 in Maastricht, designated by UM and azM as the Valorisation Organisation for the Results of azM and the faculties: Faculty of Health, Medicine and Life Sciences and Faculty of Science Engineering of UM and which serves as the service desk (first point of contact) for all Employees with regard to valorisation;

Net Income:

the proceeds received which are generated from the exploitation of the Results less costs, as further specified in Article 7.1 of these Regulations;

Results:

inventions, knowledge, know-how, cultivation products, drawings and models, topographies of semiconductor products, computer programs and databases in the field of education, research and care, which can be used for commercial or social purposes as well as (depending on the context) the rights (of intellectual property) protecting these Results, focusing in these Regulations on patent rights, copyrights, database rights, etc.

Regulation: the present UM and azM Knowledge Rights Regulation;

UM: Maastricht University;

Valorisation Organisation:

MHC or KTO: the implementation organisation for valorisation designated by UM and azM engaged in preparing and implementing activities relating to 1) the protection of Results and the granting of licences on them and 2) the guidance of UM, azM and Employees in the exploitation of the Results.

Article 2 Scope

These Regulations contain rules with regard to Results developed by (an) Employee(s) of UM and/or azM and will apply to all Employees.

Employees not employed by UM or azM must be contractually bound to these Regulations and an obligation to observe secrecy by means of an agreement. The director of the respective faculty or service centre or the head of the Department at azM is responsible for drafting such an agreement and ensuring compliance with it. For the purposes of these Regulations, UM and azM respectively shall be regarded as the employer of these Employees.

For Employees of UM or azM, the Regulations are a more detailed elaboration of the Collective Labour Agreement of Dutch Universities and the Collective Labour Agreement of University Medical Centres, respectively.

Employees who work (partly) outside UM or azM in the same professional field (so-called ancillary activities within the meaning of the Regulation for Ancillary Activities), must make written agreements about entitlements and (ownership) rights arising from these activities before the activities commence. These agreements must be made between the Employee on the one hand and the competent¹ superior on the other hand. The content of the Regulations does not affect the applicability of regulations on ancillary activities, scientific integrity and conflicts of interest. These Regulations are applicable to students of UM insofar as that has been stipulated in the Regulations on Student Intellectual Property.

Scientific publications and books are not subject to the Regulations, on the understanding that the provisions of secrecy and notification set out in the Regulations (Articles 8 and 10) apply in full force if and to the extent that the publication or book may contain Results and/or IP rights.

Article 3 Purpose

The purpose of these Regulations is:

- to promote knowledge transfer for the benefit of society by encouraging exploitation of the Results;
- to lay down additional rules for Employees with regard to notification and exploitation of Results;
- to lay down additional rules with regard to the ownership of Results, the party entitled to Results and also how the Net Income is to be shared.

¹ On the basis of the Regulations for Ancillary Activities.

Article 4 Starting points of the valorisation policy

4.1

The starting point of UM and azM for making knowledge available to third parties is that this third party makes every effort to use the knowledge as efficiently as possible. This may mean exploiting the knowledge in a particular application area, in as many application areas as possible and/or in different fields and/or by other third parties and/or in particular places in the world.

This third party must pay a fee in line with the market for the use of this knowledge². A fee in line with the market is a fee determined by the rules of free-market economic principles, which will take into account the type of enterprise (in many cases this will be a spin-off).

UM and azM prefer to grant rights of use (licenses) to the Results and not to transfer Results. A transfer can and will only take place if and insofar as the interests of the third party/parties on the one hand and those of UM and azM on the other are sufficiently safeguarded. In any case, UM and/or azM must retain or obtain a free, non-exclusive and non-transferable right of use to (further) use the respective Results for purposes of academic research, education and care.

4.2

Transferring Results to a third party remains a reserved power of UM's Executive Board and/or azM's Board of Directors, which means in concrete terms that only UM's Executive Board and/or azM's Board of Directors have/has the power to decide on any transfer of ownership of a Result.

4.3

The Employee is entitled to a reasonable remuneration for the development of a Result, this being the Employee Remuneration. The involvement of an Employee in developing and exploiting a Result does not entail a right to shares in the capital of a spin-off.

Article 5 Valorisation Organisation

5.1

UM and azM has designated MHC as the service desk for Employees in valorisation matters. Valorisation covers the entire process ranging from 'awareness creation', 'invention disclosure', transfer, licensing, establishment of spin-offs to incubation/acceleration of spin-offs.

This means that MHC is the first point of contact for Employees with regard to:

- the management and exploitation of Results;
- establishing, defending, maintaining and discontinuing Results (particularly patents);
- licensing them;
- managing the necessary resources for this;
- establishing spin-offs and
- all other aspects with regard to the implementation of these Regulations.

Depending on the situation, MHC can either assist the Employee further or refer the Employee to KTO.

5.2

UM and azM maintain a joint fund from which the costs of establishing, defending and maintaining Results (particularly patents) are paid.

² Public organisations with a public mission which are publicly funded and carry out private activities, will have to be mindful of certain European, national and sectoral laws and regulations (such as the prohibition of unfair competition and the prohibition of unauthorised state aid).

Article 6 Owner of/party entitled to Results

6.1

Insofar as it is in accordance with applicable legislation and regulations, UM is or becomes the owner of and/or entitled to all Results developed by an Employee within UM, with the exception of FHML.

6.2

UM and azM are or will become, insofar as it is in accordance with applicable legislation and regulations, joint owners (50% each) of and/or entitled to all Results developed by (an) employee(s) of FHML and/or azM, subject to the condition that the integration between UM and azM that is the subject of the current exploration will succeed. Should this integration not go ahead, it will be determined to whom each established Result (also with retrospective effect) belongs.

6.3

UM and azM are or will become, insofar as this is in accordance with applicable laws and regulations, joint owners or entitled parties to all Results (in proportion to each party's contribution), if these were developed jointly by UM Employees, not being (an) Employee(s) of FHML, and azM.

Article 7 Income from exploitation and remuneration structure

7.1

From the income received, arising from the exploitation of Results, direct external costs are first deducted. These are the costs that can be directly allocated to the respective Result. This includes, but is not limited to, patent costs and consultancy costs incurred for (and/or in connection with) establishing, defending and exploiting the Result. The income then remaining constitutes Net Income.

7.2

If the obligations arising from the Regulations have been fulfilled, the following parties will be entitled to a portion of the Net Income:

- a. 1/3 for the Employee;
- b. 1/3 for the Department and/or Unit of the Employee;
- c. 1/3 for UM/azM.

7.3

The distribution of Net Income as referred to in the previous paragraph under a and b is laid down in the "Net Income Distribution Document" which is drawn up at the same time as the terms sheet of the Operating Agreement. This Net Income Distribution Document shall, in principle, contain the names of the Employees concerned as referred to in the relevant IDF(s) and shall be shared with UM and azM for information purposes. If the names of the Employees listed in the Net Income Distribution Document differ from the names listed in the IDF, this will be communicated to the Employees listed in the IDF and the Net Income Distribution Document and their managers. The Employees and their managers have the right to lodge an objection with the UM Executive Board and/or the azM Board of Directors.

7.4

If the Net Income is or becomes negative, this will not result in reclaiming income/remuneration already paid out, but it will result in suspension of the payment of positive Net Income until the moment at which negative Net Income has been made up.

Under a: Employee remuneration

7.5

The Employee listed on the Net Income Distribution Document is entitled to the Employee Remuneration.

7.6

The Employee Remuneration is – for the Employee who is employed – a gross amount including employer charges. The specified amount is the 'gross-gross' salary; in other words, from the specified amount the employee's and employer's share of payroll tax (*loonbelasting*) and the National Insurance Contributions (*SV premies*) will be deducted and paid from the amount stated.

If the Employee is not (or no longer) employed by UM/azM at the time of payment of the Employee Remuneration, the Employee will still be entitled under these Regulations - subject to Article 7. 10 to payment of net IP revenues. Here too, the amount specified refers to the 'gross-gross' salary. In this case the Employee will receive the gross amount (i.e. after deduction of employer's charges) and is further responsible for dealing with the tax.

No holiday allowance and year-end bonus will be calculated on the amount allocated.

7.7

The Employee Remuneration is capped in the sense that it may not exceed €1 million per Employee per Result. If several Employees have contributed to the Result, a cap will apply of €5 million per Result per group of Employees for that Result.

If the Employee Remuneration exceeds this cap, UM's Executive Board and/or azM's Board of Directors will decide on the designation of the amount exceeding the cap.

7.8

If several Employees are entitled to part of the Employee Remuneration, the Employee Remuneration will be divided equally between the different Employees.

A different division between the mutual Employees is only possible if it is stated in the Net Income Distribution Document and all Employees – after obtaining the approval of their managers – have signed this Form for agreement or if it is subsequently decided unanimously by the Employees. A change in the division has no retroactive effect but only a future effect, which means concretely that payments already made based on the old division key will be left intact and will not be changed.

7.9

If Net Income is generated from more than one Result without it being possible to indicate which part each Result contributed to the whole, the financial remuneration structure will be applied to the total sum received, on the understanding that from this the Employee Remuneration will be calculated in proportion to the number of Results. The foregoing does not affect the provisions of Article 7. 7; this means that the Employee Remuneration has a cap per Result.

7.10

The entitlement to a specific Employee Remuneration is valid for up to 10 years after leaving employment or leaving or breaking off cooperation with UM or azM, provided the Employee ensures that all details required for payment (including address details and bank account number) are correct and known to UM/azM, so that payment of the Remuneration can be made. If the Employee fails to ensure that all the details referred to are correct and known to UM or azM, the Employee's entitlement to the Employee Remuneration shall lapse after 5 years from the date on which UM or azM has established that the details referred to are no longer correct and known to UM or azM.

7.11

The Employee Remuneration is specific and granted in a personal capacity to the Employee and therefore cannot be transferred. The right to receive Employee Remuneration shall terminate in respect of an Employee upon the death of that Employee.

7.12

The Employee Remuneration is a final settlement of all present and future rights the Employee has or may have in respect of the Result.

7.13

If and to the extent that the Employee waives the right to the Employee Remuneration in accordance with a waiver of rights, which waiver must be signed by both the Employee and the competent superior, the Employee Remuneration shall automatically go to the relevant Department or Unit where the Result has been predominantly developed.

Under b: Net Income of Department and/or Unit

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The Unit(s) and/or Department(s) listed on the Net Income Distribution Document are entitled to 1/3 of the Net Income.

7.15

If several Employees from different Departments and/or Units are involved in a Result and therefore several Units or Departments are entitled to a share of the Net Income, the portion intended for the Unit/Department will be divided among the various Units/Departments. The distribution will always follow the division of the Employees, as set out in Article 7. 8 of these Regulations.

7. 16

If an Employee works in different Departments and/or Units, the entitlement of those Departments and/or Units shall be determined in accordance with the ownership ratio set out in Article 6.

7.17

If the Result originates from research, the portion of the Net Income accruing to the Department and/or Unit, will be used for research.

Under c: Net Income UM/azM

7. 18

UM/azM will use their portion of the Net Income towards their valorisation task.

Article 8 Notification and protection of Results

8.1 Notification

Results should be notified to MHC by the Employee(s) without delay and before any form of disclosure/publication, by completing an Invention Disclosure Form or abbreviated: 'IDF'.

UM and/or azM (represented by the manager of the Employee(s) concerned) will check whether all Employees are involved in the Notification. This check will be recorded in writing and submitted for information to the dean of the relevant faculty and/or head of the department.

Notifications received by a Department or Unit will be passed on to MHC. The superior of the Employee

ensures that the respective Employee notifies the Result to MHC.

When a notification has been received by MHC, MHC will notify the respective Department and/or Unit of the Employee of the notification. Notifications coming from azM and the faculties of FHML and the Faculty of Science Engineering of UM will be dealt with by MHC. Notifications coming from the faculties of the School of Business and Economics, the Faculty of Law, the Faculty of Psychology and Neuroscience and the Faculty of Arts and Social Sciences of UM are referred by MHC to KTO. Notifications from a collaboration between azM and/or UM's FHML and/or Faculty of Science Engineering faculties, on the one hand, and UM's School of Business and Economics, Faculty of Law, Faculty of Psychology and Neuroscience and/or Faculty of Arts and/or Social Sciences, on the other, are coordinated by KTO and MHC jointly.

8.2 *Protection modalities and exploitation possibilities*

The IDF describes, among other things, the Result and who (which Employees) contributed to the Result and to what extent.

After the Valorisation Organisation has received and examined the IDF, the Valorisation Organisation will consider the possibilities of exploitation and whether protection of the Result is necessary and according to which modalities legal protection of the Result will be ensured. This is usually done by applying for a patent. The Employee and the Unit and/or Department will be informed of this. The Valorisation Organisation will carry out the foregoing within a reasonable period. To this end the Employee will make arrangements with the Valorisation Organisation.

The Employee is obliged to provide reasonably all desired and necessary information.

The findings on the modalities regarding the protection and exploitation opportunities of the Results should always be set out in writing in a business case. The formulation of a business case is the joint responsibility of the Employee and the Valorisation Organisation.

8.3 *Filing a patent application*

If, on the basis of a convincing business case, UM and/or azM decide within a reasonable period of time to apply for a patent for an invention made, the Valorisation Organisation will proceed to do so as soon as possible. The starting point is that a convincing business case includes, among other things, that the invention can be expected to be commercially exploited within thirty (30) months from the date of patent application.

If the names of the Employees listed on the patent differ from those listed on the IDF, this will be communicated to the Employees listed on the IDF and on the patent and their managers. The Employees and their managers have the right to lodge an objection with the UM Executive Board and/or the azM Board of Directors.

8.4

The Valorisation Organisation takes care of the implementation of filing a patent application and prepares the strategy for the further maintenance of the patent. The final decision regarding the establishment, maintenance and discontinuation of Results (mainly patents) and the conclusion of licence agreements regarding the use of Results is reserved to UM/azM.

8.5 A patent application will specify the name(s) of the Employee(s) who made the invention.

8.6

If the Valorisation Organisation is of the opinion that there is no convincing business case, UM/azM

will in principle decide not to file a patent application or not to maintain the patent any further. If the Employee disagrees with UM/azM's decision not to file a patent application or not to further maintain the patent, this Employee may, if desired, approach the Valorisation Organisation to submit a request to UM/azM to file or maintain a patent application in the name of UM and/or azM at the Employee's own risk and expense (which must involve the Employee's private funds; there should be no question of capital of UM or azM in the broadest sense of the word, including but not limited to subsidy funds and labelled reserve positions). The Employee may use a patent office of choice for this purpose. The foregoing does not affect the ownership of the Result and the exploitation right. If the Valorisation Organisation has concluded in the advice that there is no convincing business case whatsoever, the exploitation right will be abandoned by the Valorisation Organisation concerned. In the event that income is derived from the respective Results, then also in this case the division of Net Income shall take place in accordance with the provisions of Article 7.2. First the Employee will be reimbursed by the direct external costs incurred by the Employee (the provisions of Article 7.1 of these Regulations shall apply accordingly).

Article 9 Cooperation

9.1

The Employee's rights under these Regulations are granted subject to the condition that the Employee has complied to the best of his/her ability with the general duty to provide information and has actively cooperated to the best of his/her ability in drawing up a business case, in obtaining the necessary protection, in the exploitation and/or making arrangements with third parties.

9.2

The general obligation to provide information includes the duty to inform the Valorisation Organisation in good time of changes in relevant information and data with regard to the Result, so that the Valorisation Organisation can be enabled to perform its valorisation tasks in accordance with these Regulations. This does not affect the provisions in Article 7. 10.

Article 10 Secrecy and publication

10.1

Employees are obliged to observe secrecy with regard to activities carried out within UM and/or azM and which (possibly) might lead to Results.

The obligation to observe secrecy applies until any patent application for the invention has become public or - in the event it does not concern an invention for which a patent application is made public - until the Valorisation Organisation, on behalf of UM and/or azM and with due observance of any legal or contractual obligations, grants the Employee(s) the right by means of a written notification to make the Results (other than an invention) public.

10.2

The Valorisation Organisation will consult with the relevant Employee(s) on the moment in time of publication. In doing so, the Valorisation Organisation will not only consider the interests of UM and/or azM, but will also take into account the interests of the Employee(s).

10.3

All employees of the Valorisation Organisation and third parties working on the instructions of the Valorisation Organisation are also bound by strict secrecy in respect of all Results until they become public.

Article 11 Deviations from the regulations and unforeseen circumstances

In cases not provided for in the Regulations, UM's Executive Board and/or azM's Board of Directors will act as it sees fit after consultation. In addition, in special cases UM's Executive Board and/or azM's Board of Directors is/are authorised to deviate from these Regulations, provided that such deviation is not to the detriment of the Employee(s) covered by these Regulations.

UM's Executive Board and/or azM's Board of Directors will decide explicitly stating the reasons and with due observance of the interests of all parties involved. UM's Executive Board and/or azM's Board of Directors will not do so without prior advice from the director of the respective Valorisation Organisation and the head of the Department or the dean of the faculty of UM and/or Unit where the Employee was working during the creation of the Result.

UM's Executive Board and azM's Board of Directors are obliged to inform each other about the provisions in this Article.

Any complaints with regard to the implementation of the Regulations must be reported to UM's Executive Board and/or azM's Board of Directors.

Article 12 Entry into force and transitional provisions

These Regulations will come into force on 26 May 2026 and of that date will replace the UM and azM Knowledge Rights Regulations of 2013.

Thus adopted by

the UM Executive Board on the 10th of December 2025.

the azM Board of Directors on the 26th of May 2026.