

*REGULATIONS
AND GUIDELINES
FOR IIASA ASSOCIATES*

(WITH APPENDICES)

11 June 2002

International Institute for Applied Systems Analysis

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Preamble

- (a) Staff Members of the International Institute for Applied Systems Analysis (IIASA) shall adopt the goals of the Institute, which include increasing international understanding and the use of applied systems analysis for the good of humankind. In pursuit of these goals, the staff should endeavor to maintain the highest standards of professional conduct and objective scientific inquiry.
- (b) The Staff Regulations embody the basic conditions of service and the rights, duties, and obligations of IIASA Staff Members and shall be approved by the Council of the Institute.
- (c) The Guidelines supplement and interpret the Staff Regulations as deemed necessary by the Director and constitute the only authorized interpretation of the Staff Regulations.
- (d) The Director shall make such amendments to the Guidelines as he* considers necessary and shall report any such amendments at the next meeting of the Council.
- (e) The laws of the Republic of Austria shall bind the Institute and its Staff Members.

Definitions

Staff Members: Persons holding appointments at the Institute who have assumed their duties. Staff Members may be either Employees or Associates.

- a. Employees: Persons holding a contract of employment, which may be for a fixed or indefinite term and for a full- or part-time job.*
- b. Associates: Persons who have accepted an offer of association, that is, Associate Research Scholars, Associate Research Assistants, Guest Research Scholars, Guest Research Assistants, Scholarship Holders, Participants in the Young Scientists Summer Program (YSSP), Fee Contractors, and Honorary Scholars.*

* The masculine pronoun is used here and throughout as a linguistic convenience.

Note: The Staff Regulations, which appear in roman type, were approved by the IIASA Council in June 2002. The Guidelines, which appear in italic type, were revised and approved by the Director of the Institute in June 2002.

The Staff Regulations are applicable to all categories of Staff Members of the Institute.

The Guidelines (with Appendices) are applicable to Associates. Additional guidelines can be found in the IIASA Handbook.

Staff Members holding a contract of employment should consult the Staff Rules and Regulations.

I Duties, Obligations, and Privileges

1.1 Staff Members of the Institute shall carry out their official duties so as to promote the goals and best interests of the Institute.

The Director may, in consistency with Austrian law, require a Staff Member to compensate the Institute for any financial loss suffered as a result of his negligence or violation of a Regulation, Rule, or administrative procedure.

1.2 Staff Members are subject to the authority of the Director and to assignment by him, with due regard to their qualifications and experience, to any post in the Institute. They are responsible to him or to such persons as he may designate in the exercise of their functions.

1.2.1 The Director shall determine the hours of work in accordance with Austrian law.

The normal working hours are 40 per week. Unless otherwise instructed by the Director or by their respective supervisors, Employees shall normally work from 8:30 to 17:30, Monday to Thursday, and from 8:30 to 15:00 on Friday, with half an hour for lunch each day. Exceptions may be made on an individual basis. The Institute observes Austrian public holidays. Unauthorized absence may lead to disciplinary action.

1.3 In the performance of their duties, Staff Members of the Institute shall neither seek nor accept instructions from any national government, national or international agency, or any other authority external to the Institute without the prior approval of the Director.

1.4 During the period of appointment, a Staff Member shall not engage in any new regular outside occupation without prior approval from the Director.

He shall not hold a new office in any association whose aims or activities are closely related to those of the Institute without prior approval in writing from the Director. Any Staff Member who has occasion to deal in his official capacity with any matter involving a company, partnership, or other business concern in which he has an interest shall disclose the nature and measure of that interest to the Director (see relevant section in Appendices).

1.5 Publication of Staff Members' scientific results shall be in accordance with the IIASA Scientific Publications Policy (see relevant section in Appendices).

1.6 Staff Members shall not make statements to or appear in the public media (e.g., press, radio, television, film) with regard to IIASA activities without first informing the Director, except where these pertain to their own areas of responsibility. They should in no case make statements representing Institute policy without the Director's approval. Statements made by Staff Members do not necessarily represent the views or opinions of IIASA, its National Member Organizations, or other organizations supporting IIASA activities.

1.7 All rights, title, and interest, including copyright and patent rights, in any material produced by a Staff Member in connection with his work at IIASA shall be regulated by the Patent and Copyright Policies approved by the Council (see relevant section in Appendices).

II Classification of Posts and Staff

2.1 The Director shall make provision for the classification of posts and staff according to the nature of the duties and responsibilities required.

III Salaries and Allowances

3.1 The salaries applicable to the various posts on the staff shall be determined by the Director. For this purpose the Director shall draw up a scale of salaries, which shall be reported to the Council annually.

Payments

Payments and other emoluments shall be paid in euros by the end of each month.

Deductions and Contributions

The appropriate amounts under the following headings are deducted from total monthly payments due to Employees:

- a. Contributions to the medical insurance scheme, where applicable*
- b. Payments for indebtedness to the Institute*
- c. Contributions to the Staff Association Fund*

3.2 The Director shall have the power to make special allowances to members of the staff for distinguished achievements during performance of their duties.

IV Appointment, Promotion, and Transfer

4.1 Staff Members are appointed by the Director or his authorized representative.

4.2 In making and renewing appointments, the Director shall aim at securing the highest standards of efficiency, competence, and integrity.

4.3 Hiring will be done solely on the basis of job qualifications. Discrimination on the basis of gender, race, color, age, disability, socioeconomic background, religious or political beliefs, family circumstances, sexual orientation, or any other irrelevant distinction is prohibited.

4.3.1 Subject to the principles laid down in these Rules and Regulations, the system of appointment shall provide as far as possible for a wide distribution of posts among the nationals of all National Member Organization (NMO) countries.

4.3.2 The Director shall give NMOs notice of vacancies for staff, other than locally recruited staff, so that they can give the requirements suitable publicity. When the Director considers it to be necessary for the effective operation of the Institute, he may, in addition, establish a time limit to answer the given notice or take direct action to obtain specialist staff.

4.4 When an applicant is appointed, he is notified of the terms of appointment in writing by the Director or his authorized representative. The

terms of appointment shall indicate the character of the work or of the post to which he is appointed.

Terms of Association

A candidate for association shall receive an offer of association specifying the effective dates, duties, and remuneration of the post, signed by the Director or his authorized representative. A copy of the Regulations and Guidelines for IIASA Associates (with Appendices) shall be annexed.

The offer of association lapses unless accepted in writing within two months of the date of issue.

Candidates shall supply such personal details as may be required by the Institute to complete administrative arrangements in connection with their association.

An Associate appointment supported financially by the Institute automatically and retroactively becomes an Employment Contract with all associated privileges and benefits if it is extended beyond a period of six months.

Recognized Place of Recruitment

- a. The recognized place of recruitment is the place where the Associate lived prior to joining the Institute.*
- b. Not more than one recognized place of recruitment will be accepted by the Director for each Associate.*

V Social Security

5.1 The Director shall make arrangements for staff to participate in schemes for the preservation of health and for the payment of reasonable compensation in the event of accident, including accidental death, attributable to events occurring during the performance of official duties on behalf of the Institute.

Institute Social Security Scheme

Medical Care: Associates must participate in the Institute's Medical Benefit Scheme, unless they can produce satisfactory documentary evidence of membership in a scheme offering equal benefits. The recognized dependents

of an Associate who is a participant in the Institute's Medical Benefit Scheme may also be admitted to the scheme in accordance with, and subject to, its rules.

Accident Insurance

All Associates supported financially by the Institute are covered by the Institute's non-contributory group accident insurance policy, which provides benefits in the case of accident, injury, disability, or death occurring during the performance of official duties or while traveling between the Associate's home and the Institute.

VI Travel and Transportation

6.1 Subject to conditions and limitations established by the Director, the Institute shall pay expenses of Associates for their travel to and from the Institute at the beginning and end of their appointments.

Travel Entitlements of Associates

The Institute reimburses the travel expenses of an Associate supported financially by the Institute as follows:

- a. On taking up an appointment at the Institute: travel expenses from the recognized place of recruitment are reimbursed.*
- b. On separation from the Institute: within three months following separation from the Institute, travel expenses either to the recognized place of recruitment or to some other place to which the cost of travel does not exceed that to the recognized place of recruitment are reimbursed.*

Apart from payments for tickets purchased through the Institute's in-house travel agent, all reimbursements will be made upon presentation of the relevant bills.

Reimbursement of any additional expenses is at the discretion of the Director.

Liability

The Institute shall under no circumstances be responsible for loss of or damage to any property of third parties transported or stored at its expense.

VII Separation from Service

7.1 The Director may terminate the service of a Staff Member in accordance with the terms of the appointment, or at any time, if the needs of the Institute require either abolition of the post or reduction of the staff, or if the services of the individual concerned cease to be satisfactory.

7.2 A Staff Member may resign from the Institute upon giving the Director, or his authorized representative, the notice required under the terms of the individual's contract.

Expiration of Association

An initial fixed-term contract shall expire automatically on the expiration date specified in the offer of association. For further details consult the relevant section of the IIASA Handbook.

Certificate of Service

Any Associate who so requests shall, upon separation, be given a certificate specifying the nature of his duties and the length of service. Such a certificate must not contain anything to his future disadvantage.

VIII Disciplinary Measures

8.1 The Director shall establish advisory committees and panels with staff participation to assist him in carrying out fair personnel practices, especially in respect to termination of a Staff Member.

8.2 The Director may impose disciplinary measures on Staff Members whose conduct is unsatisfactory. The Director may summarily dismiss a member of the staff for serious reasons, in accordance with Austrian law.

IX Staff Relations

9.1 The staff of the Institute shall be free to form a representative body (at present called the Staff Association Committee), which shall be governed by statutes approved by a general meeting or ballot of all staff.

9.2 This representative body shall be informed and consulted by, and have the right to make representation to, the Director or his authorized representatives on all Institute matters that directly affect the economic, social, health, and cultural interests of the Staff Members or their conditions of affiliation.

X General Provisions

10.1 These Regulations may be supplemented or amended by the Council subject to the maintenance of the acquired rights of the Staff Members.

10.2 The Director shall make such amendments to the Guidelines for IIASA Associates as he considers necessary. He shall inform the Council of any such amendments at the next meeting of the Council.

Effective Date of Guidelines

These Guidelines for IIASA Associates are effective as of 11 June 2002.

Amendments and Exceptions

a. The Guidelines for IIASA Associates may be amended by the Director in a manner consistent with the Staff Regulations and Austrian law.

b. The Director may make exceptions to the Guidelines for IIASA Associates in specific cases provided that such exceptions do not constitute a breach of the offer of association, prejudice the acquired rights of Associates, or infringe Austrian law.

APPENDICES

Copyright Policy

(Approved by the IIASA Council, November 1979.)

In accordance with IIASA Charter Article XVII/e, the Institute must establish Copyrighting Procedures to be approved by the Council. The Procedures should serve the needs of the National Member Organizations, the Institute, and its staff. The Procedures must take into consideration the practices of international scientific journals and publishers. They must be designed to facilitate the widest possible dissemination of results obtained by IIASA and the opportunity for translation into different languages. Where commercial book publication is involved, the Institute must be able to claim ownership.

In light of these considerations the following Copyrighting Procedures will be established:

I IIASA Publications

All finished IIASA work published by IIASA will be copyrighted by the Institute. Only the Director may authorize the assignment of copyright.

II Commercial Books

Copyrighting commercial books containing work funded primarily by IIASA, and closely related to its research program, is done by the publisher in the name of the Institute. Authors or editors of such manuscripts may not negotiate with commercial publishers; only the Director or his designated representative may do so (see also the Scientific Publications Policy). The publisher is granted exclusive rights to the English-language version of the book, but the Institute retains the rights for translation and publication in other languages.

III Journal Articles

Because of IIASA's international character, the Institute must ensure that its research can be widely disseminated and translated into different languages. In view of existent practices of scientific journals and to facilitate access to journal outlets for the staff, the Institute does not propose to copyright journal contributions. IIASA will, however, make every effort to ensure that reprints of journal articles receive wide distribution in National Member

Organizations and that, if desired, these articles are translated into other languages.

In order for IIASA and its NMOs to be informed of articles stemming from IIASA-supported research, authors are to inform the Director or his designated representative of manuscripts that have been accepted for publication in journals.

Patent Policy

(Approved by the IIASA Council, November 1979.)

- I. The policy of the Institute with regard to patents and licenses shall be to ensure that
 - a) any invention made in the course of the research activities of the Institute is used to bring about the widest possible benefit;
 - b) the Institute shall gain financially from the commercial exploitation of patents resulting from the use of its resources;
 - c) favorable terms shall be applied in granting licenses to organizations and citizens of NMO countries.
- II. Inventions made by Research Scholars and Visiting Associates of the Institute shall be the property of the Institute, provided that such inventions were conceived or first supported by the Institute and that the Institute has claimed them. The Director shall notify the Council of any inventions claimed by him under this Regulation.
- III. Where the Institute elects not to claim an invention as defined in Regulation 2, it shall nevertheless be entitled to use such invention for purposes of noncommercial research and development without payment of royalty.
- IV. Research Scholars and Visiting Associates of the Institute shall immediately notify the Director of every invention they make other than those that clearly are not covered by the terms of Regulation 2. The Director shall, within 60 days of receiving such notice, inform inventors whether the invention is claimed or not.
- V. Inventors shall be entitled to fair and separate remuneration with respect to inventions claimed by the Institute, provided the Institute itself gains financially from the exploitation of such inventions.
- VI. Where an invention is claimed by the Institute, the Director shall file a patent application in Austria and in such other countries or groups of countries as he considers appropriate. He shall inform the Council of all such applications and of any patents granted.
- VII. The Director will grant nonexclusive or exclusive licenses in NMO countries in consultation with the NMO of that country. He may further grant licenses in non-NMO countries. The Director shall, in consultation with the Finance Committee, set an equitable royalty for organizations and

citizens of NMO countries, which shall be no greater than for those in non-NMO countries. No royalty shall be payable for the use of an invention in NMO countries for purposes of noncommercial research and development.

VIII. The Director may for appropriate consideration

- assign patents granted to the Institute;
- waive patents granted to the Institute in favor of the inventor.

He shall, however, ensure that the obligations of Regulation 7 are preserved in any agreement of assignment or waiver.

IX. The Director is empowered to conclude agreements with individual inventors regulating all obligations of the Institute and of the inventor with regard to patents and licenses, provided that such agreements conform to the Regulations enumerated above and take due account of the relevant laws of the inventor's home country.

X. The Director shall apply for a patent in a country in the manner provided by the patent regulations of that country.

Conflict of Interest Policy

(Approved by the IIASA Council, November 2001.)

IIASA recognizes that while an IIASA Employee's primary and dominant professional commitment, in his role as Employee, is to the Institute, outside consulting and other forms of independent work could be accepted activities under certain circumstances. Involvement in outside professional activities, both public and private, often serves not only the participant but also the Institute and its fields of endeavor. This policy is to ensure that an individual's activities are in concert with the interests and mission of the Institute and that the Institute has sufficient information to arrive at a reasonable decision as to the appropriateness of proposed activities. This policy applies equally to all Institute personnel at all levels.

Conflict of interest arises for example, in situations where an individual might influence the Institute's activities in improper ways; where personal gains may be involved related to external connections; or where there exist issues about giving improper advantage to associates. Conflict of commitment arises in situations where an individual's outside activities, however valuable in themselves, interfere or appear to interfere with the obligations to the Institute.

It is important that the Institute avoid conflicts of interest that could influence the judgment of an individual in conducting the work of IIASA. Therefore, acceptance of remunerative outside employment requires prior approval of the Director or at his decision the Deputy Director (or Council Chair in the case of the Director), except when such employment is in activities unrelated to the work of IIASA and does not infringe on the overall time spent on IIASA activities.

Individuals are not to hold office in any organization whose aims or activities are closely related to those of the Institute unless approved by the Director or at his decision the Deputy Director (or Council Chair in the case of the Director).

Individuals having occasion to deal officially with matters involving a company, partnership, or other business concern in which they have an interest must disclose the nature and degree of that interest to the Director or at his decision the Deputy Director (or Council Chair in the case of the Director).

Individuals are required to report on their interests in or affiliations with other organizations immediately upon assuming a position with IIASA so that potential conflicts of interest may be addressed. It is the responsibility of individuals to update such information as changes occur. In situations requiring approval for continued participation with an outside affiliation, a Staff Member should submit a memo to the Director or at his decision the Deputy Director (or Council Chair in the case of the Director), stating such information as

- relationship of the organization to IIASA;
- amount of time devoted to the outside organization;
- possible direct or indirect cost to IIASA and provision for cost sharing, remuneration, and reimbursement;
- benefit to IIASA and the individual of the outside affiliation.

All information disclosed shall be treated as confidential.

Any intentional inaccuracies in the information provided by the individual, or failure to comply with this Regulation, will lead to disciplinary action within the framework of IIASA internal Regulations and in accordance with Austrian law. The individual can protest the disciplinary action to the Director. In situations where no agreement can be reached between the individual concerned and the Directorate, the case is to be brought to the attention of the Council Chair for final arbitration.

Employment of Members of the Same Family or Household

The essential and basic employment policy of the Institute is to hire the best-qualified person available for a particular position. In no case will a job be created just to provide employment for a particular individual. Hiring of members of the same family or household is generally discouraged; however, the Director may approve the hiring of a member of an Institute Employees' immediate family or household, provided a written statement justifying the selection of the individual concerned is placed in the personnel records. No individuals shall be placed in the position of being involved in (including being present at) making evaluations, hiring decisions, or salary recommendations for members of their own immediate families or households. In the case of the Director's family or household, approval for hiring and other personnel actions must come from the IIASA Council Chair.

External Governmental Influence

Individuals shall neither seek nor receive instructions from any government or other authority external to the Institute and shall refrain from any action which might reflect on their affiliation with the Institute.

Scientific Publications Policy

(Approved by the IIASA Council, November 1996.)

Introduction

IIASA encourages full publication and the widest possible dissemination, by all means including electronic dissemination, by researchers of the results of work supported by the Institute. This Scientific Publications Policy sets forth the principles governing the various types of publications used by the Institute to communicate its research results to outside audiences. Specific procedures for implementation of this Policy are contained in Publications Bulletins found in the IIASA Handbook. They may also be obtained from the Publications Department.

Principles

Planning

Projects are expected to prepare a publications schedule, including costs where appropriate, as part of the annual budget submission to the Director. This includes books, conference proceedings, and other reports exceeding 50 pages. In addition, publication costs will be included in contract proposals, if these call for preparation of contract documents. In addition, projects must keep a regularly updated record of all publications and all papers submitted for publication or accepted either at IIASA or in journals, books, and other external outlets. (For this purpose, a standard bibliographic database is provided.)

Copyright

IIASA copyrights its commercial books and those of its publications that are not first published elsewhere. Only the Director, after consultation with the Publications Committee, may authorize the assignment of copyright.

Royalties and Other Payments

Payments for materials produced as a result of IIASA work (royalties, sales income, author's fees, etc.) are the property of the Institute and must be reported to the Director. At the discretion of the Director, income may be shared with the authors, editors, and contributors to the material produced. All such arrangements must be agreed to by the Director *before* publication.

Attribution and Disclaimers

Any material produced by researchers while working with or at IIASA must be attributed to the Institute in an appropriate mention within the text or in a footnote. Disclaimer statements appropriate to the various IIASA publications are listed at the end of this policy.

Acknowledgment of External Funding

Reports of IIASA work, whether published by IIASA or by external publishers, should always acknowledge any external support received for the work.

Language

IIASA publishes in English only. Staff Members are requested to inform their Project Leader and the Head of the Publications Department of publications in other languages.

Records

Copies of all IIASA publications are kept in the Library, the Institute's Archives, and the Publications Department. Interim Reports are archived in the publications index.

Scientific Publications

IIASA's Publications Policy is implemented by a Publications Committee appointed by the Director. The Committee includes a representative group of researchers and meets regularly.

Major Forms of Dissemination

1. Refereed Journal Articles

Refereed journal articles and reprints therefrom are the favored form of scientific publication of IIASA results. Scholarly papers from scientists working at the Institute should be submitted for review and publication by professional journals. Each project secretariat must keep a record of papers submitted to and published in professional journals. A hard copy of each publication must be given to the IIASA Library.

2. Reprint Series

This includes reprints from journal articles and very rarely reprints of a book chapter. If asked to reprint a publication, the Publications Committee will have it peer-reviewed, if this has not already been done. If permission is granted by the publisher, reprints are made available on the World Wide Web.

3. IIASA Research Reports

IIASA Research Reports are published upon approval by the appropriate Project Leader and the Publications Committee and after a process of external peer review. The independent reviewers are selected by the Publications Committee. Research Reports can include reports of IIASA meetings, proceedings of conferences, reviews of previous IIASA research, or collections of papers on a theme within the Institute's research program.

4. Executive Reports

Executive Reports are prepared specifically for use by decision- and policymakers, and other nonscientific audiences. They provide the essence of research findings, conclusions, and recommendations in a concise form in clear, nontechnical language. The decision to publish an Executive Report is taken by the Publications Committee after a process of external peer review.

5. IIASA Books

Arrangements for publication of IIASA research results or IIASA-coordinated research results in the form of commercial books (IIASA books) are coordinated by the Publications Department, in consultation with the authors and Project Leaders. Authors or editors of such books may not negotiate with commercial publishers; only the Director or his designated representative may do so. Approvals for IIASA books are provided by the appropriate Project Leader and the Publications Committee. At a minimum, proposed books are reviewed by two outside experts selected by the Publications Committee. Contracts for IIASA books are approved and signed by the Director. Plans for production, design, and promotion are prepared by the Publications Department, working with the publisher.

Other Forms of Dissemination

6. Interim Reports

Interim Reports are disseminated electronically (using the World Wide Web), and for this form of dissemination IIASA has a separate policy. They provide an informal means of communicating preliminary results and concepts for discussion within the internal IIASA community, to close collaborators, and to National Member Organizations and their representatives. Interim Reports require the approval of the appropriate Project Leader, who will be named on

the cover page of the report. Papers written by IIASA staff together with non-IIASA staff can be disseminated in the Interim Report series, if no external review has taken place.

Reports on research activities related to external contracts are for the principal benefit of the client(s), although they may be distributed to the same internal audience as Interim Reports if their content and client agreements permit such distribution without delay. The number produced depends upon the above considerations. Reports to clients must be approved by the appropriate Project Leader, the Office of Sponsored Research, and the Directorate.

Disclaimers

Research Reports and *IIASA Reprints*, which record research conducted at IIASA, are independently reviewed before publication. Views or opinions expressed herein do not necessarily represent those of the Institute, its National Member Organizations, or other organizations supporting the work.

Executive Reports bring together the findings of research done at IIASA and elsewhere and summarize them for a wide readership. Views or opinions expressed herein do not necessarily represent those of the Institute, its National Member Organizations, or other organizations supporting the work.

Interim Reports on work of IIASA have received only limited review. Views or opinions expressed herein do not necessarily represent those of the Institute, its National Member Organizations, or other organizations supporting the work.

Software Policy

(Approved by the IIASA Council, November 1991.)

I. General Policy Statement

The prompt and open dissemination of the results of IIASA's research and the free exchange of information among researchers are essential to fulfilling the Institute's objective of providing timely applied research that meets the quality standards of the relevant scientific and policy-making communities. In pursuit of the goals of dissemination, quality, and the efficient use of resources, IIASA recognizes that the market is sometimes the best mechanism for disseminating, applying, and improving software. For the market to be effective, intellectual property rights must be defined and protected. This document defines IIASA's policy to that end. However, research progress remains IIASA's primary goal. The dissemination of information must not be delayed beyond the minimal period necessary to define and protect the rights of the parties in those cases where software has potential commercial value.

II. Intellectual Property Rights

For IIASA software, intellectual property is most likely to take the form of *copyrights*. Nonetheless, this policy covers *all* forms of intellectual property relevant to software developed with significant input by IIASA.

The owner of a copyright has the exclusive right to do and to authorize others to do the following:

- To reproduce the copyrighted work
- To prepare derivative works based upon the copyrighted work
- To distribute copies of the copyrighted work to the public by sale, rental, lease, lending, or other transfer or ownership

Copyright protection extends only to the tangible form of a work. It does not extend to ideas, procedures, methods, systems, processes, concepts, principles, discoveries, or devices.

Intellectual property rights for software developed in connection with IIASA fall into two categories: *author owned*, and *IIASA or third-party owned*.

2.1 Author Owned

Authors will own software that is

- a. not developed in the course of or pursuant to a sponsored research or other agreement; and
- b. not created as a "work for hire" as defined in Section 2.3, nor pursuant to a written agreement with IIASA providing for the transfer of ownership or copyright to IIASA; and
- c. not developed with the significant use of funds or facilities administered by IIASA as defined as Section 2.4.

2.2 IIASA or Third-Party Owned

Ownership of all other intellectual property (including but not limited to copyrights) will be as follows:

- a. Intellectual property created as a "work for hire" as defined in Section 2.3, or created pursuant to a written agreement with IIASA providing for the transfer of copyright or ownership to IIASA, will be owned by IIASA.
- b. Intellectual property developed by Employees of IIASA and others participating in IIASA programs, including visitors, with the significant use of funds or facilities administered by IIASA as defined in Section 2.4, will be owned by IIASA.
- c. In general, sponsored research agreements will provide that IIASA retain ownership of copyrights and other intellectual property, with sponsors being granted nontransferable, nonexclusive, royalty-free licenses with possible options to acquire further licensing rights. However, exceptions will be possible depending on specific agreements with sponsors.

2.3 Work for Hire

A "work for hire" is a work prepared by an Employee within the scope of his employment. Copyright of such work prepared by IIASA Employees belongs to IIASA.

2.4 Significant Use of IIASA-Administered Resources

When software not otherwise covered by a sponsored research agreement is developed by IIASA staff, visitors, or others using significant IIASA funds or facilities, IIASA is expected to own any copyright or other intellectual

property rights. Such individuals should discuss the ownership issue with their supervisors early in the course of the program development in order to avoid any possible misunderstanding or embarrassment.

Generally, software will not be considered to have been developed with the significant use of IIASA funds or facilities if the following applies:

- a. The software has been developed outside of the authors' assigned areas of research.
- b. Only a minimal amount of time has been spent using significant IIASA facilities, or only insignificant facilities and equipment have been used. IIASA does not construe the provision of office space, library facilities, or traditional desktop computers as constituting significant use of IIASA space or facilities.
- c. The development has been made on the personal time of the author.

III. Authors' Rights and Obligations

Authors of software for which the intellectual property rights are owned by IIASA according to Section 2.2 are automatically granted nontransferable, nonexclusive, royalty-free licenses to further use that software for research or educational purposes.

Authors of software for which the intellectual property rights are owned by IIASA according to Section 2.2 are obliged to ensure that a copy of the software's source code and appropriate documentation is available at IIASA.

IV. Copyright Assertion and Registration

Copyright protection exists from the time a work is created in fixed form. That is, it is an incident of the process of authorship. The copyright immediately becomes the property of the authors, IIASA, or a third party according to the provisions of Section 2. Nonetheless, it is recommended that software owned by IIASA include a notice of copyright. That notice should read:

© *year* International Institute for Applied
Systems Analysis. All rights reserved.

where *year* is replaced by the year the work is considered to be first created in fixed form, and © may be replaced by the word "Copyright" or the abbreviation "Copr." Generally, IIASA will formally register copyrights only in those cases where software is commercially attractive.

V. Commercialization

Promoting the availability and application of the Institute's research for public use and benefit is an essential part of IIASA's mission. In many cases, publication of research results will be sufficient to transfer IIASA's research to the public. In other cases, it is necessary to encourage industry, by the granting of license rights, to invest its resources to develop products and processes for use by the public.

Where IIASA judges IIASA-owned software to have significant commercial potential, IIASA will pursue the licensing of software rights by identifying and negotiating with potential licensees. The support and cooperation of the authors is critical to licensing success.

Potential licensees may include authors of the software.

In negotiating licensing agreements, the Institute will consider including terms whereby ownership of all rights reverts to IIASA in the event a licensee proves unable or unwilling to pursue significantly commercialization within a set time period.

Licensing agreements may provide for royalties or fees to go to IIASA, to some or all of the authors, or to other institutions, or to be split among IIASA, other institutions, and some or all of the authors. In negotiating royalties and fees with potential licensees, IIASA will consider the following objectives:

- Dissemination, application, and improvement of the software
- Incentives for current and future software authors
- Revenue for IIASA

VI. Distribution of Software by IIASA

Copyrighted computer software, including that under commercial license, is often simultaneously distributed solely for educational or research purposes under either simple letters of understanding or more formal licenses. For any commercial usage of the software, a separate agreement is necessary. In keeping with the traditions of academic science and research, it is the policy of IIASA that research results, including software, are to be promptly and openly available to other scientists for their scientific research, especially to those in National Member Organization countries, unless such distribution is incompatible with other obligations. Such distribution of IIASA-owned software should be accompanied by a letter noting that the software is owned

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