



POLITECNICO
MILANO 1863



**Finanziato
dall'Unione europea**
NextGenerationEU

PROVA SCRITTA 1

Il candidato indichi gli elementi fondamentali di un contratto di licenza d'uso di brevetto, evidenziando le diverse tipologie di licenza concedibile.



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PROVA SCRITTA 2

Il candidato spieghi cosa si intenda per misure cautelari nell'ambito della proprietà industriale e specifichi quando debbano essere utilizzate.



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PROVA SCRITTA 3

Il candidato spieghi la differenza tra un Non Disclosure Agreement ad un Material Transfer Agreement.

PROVA ORALE 1

Il candidato spieghi il contenuto degli art. 63, 64 e 65 del codice di proprietà industriale e indichi quale sono le implicazioni per le università italiane.

Testo da leggere e tradurre

Procedure in case of counterfeiting. If POLIMI or Partner becomes aware of an infringement of a Joint Patent, the Party that becomes aware of it will notify the other Party in writing and provide the latter with evidence of suspected infringement. The Leading Party, in cooperation with the other Party, shall make appropriate efforts to stop the infringement without taking legal action. If the efforts of the Parties fail to terminate the infringement within 90 (ninety) days after formal notification of infringement to the counterfeiter, POLIMI and Partner will discuss possible courses of action.

Legal actions. The legal action to end the counterfeiting will be at the full expense of the Party that filed the suit and all compensation obtained will belong to this Party. If the action is brought jointly by the Parties, then all damages will be shared between the Parties in direct proportion to the expenses incurred by each Party.

PROVA ORALE 2

Il candidato illustri quali sono le specificità del tribunale unificato dei brevetti che sarà attivo dal giugno 2023.

Testo da leggere e tradurre

The Leading Party shall select any third parties for the commercial exploitation of the Joint Patent and shall administer the Joint Patent for the mutual benefit of the Parties and in the public interest. The Leading Party will consult the other Party (non-operating Party) in carrying out the negotiation activities. Following the sending to the non-operating Party of the final transfer proposal agreed with the third party, the non-operating Party will be obliged within 10 (ten) working days to communicate its acceptance of the said proposal or its proposals for modification or its rejection of the agreement with the third party specifying in writing the reasons for its disagreement. The non-operating Party may not deny its consent to the conclusion of the contract with the third party for unreasonable reasons.