

Rector's Directive No. 11/2010

on the protection of rights to intellectual property as an outcome of research, development, innovation or other activities at the University of Jan Amos Komenský Prague s.r.o. (UJAK)

This directive governs the protection of intellectual property rights within the employer–employee relationship for outcomes from work in research, development and innovation in the meaning of Act No. 130/2002 Coll. on Support of Research and Development, as amended, and the method of using outcomes from research, development and innovation (R&D).

1. Regulation of proprietary rights, enjoyment and intellectual property rights to the outcomes of research, development and innovation at UJAK

- 1) If a project results in the creation of a material item or its purchase from support resources provided or obtained exclusively by UJAK, such an item is always the exclusive property of UJAK, unless otherwise agreed in writing. If UJAK is a participant/partner in such a project, said item is jointly owned with other participants/partners of the project, unless agreed otherwise by UJAK and the others in writing (e.g. in an agreement on working on the section of the project).
- 2) The final report/project work report or, as the case may be, computer program (in machine and source code as well as preparatory and project documentation), database or audio and audiovisual recordings are considered, in terms of copyright and rights associated with it, **an outcome of a project**, provided they are created as the outcome of working on a given project or the right to the it within a project is provided by a licence. An **individual output from working on a project** – writing academic or popular articles, a book, section of a book, paper in a collection, textbook, appearance at a conference, on radio or television or publication by other means by which the researcher of a member of the research team publishes the outcomes of working on the project is not considered an outcome of the project. (The members of the research team agree who should publish the outcomes from working on the project and how it should be. In case of a dispute, the researcher decides.) However, it is necessary to state in the publication that it is an output from working on a project, stating the title (if it exists), type and file number (dedication), unless the publisher of the given publication does not permit the dedication. The researcher or member of the research team is not entitled to publish the individual output from working on the project, if UJAK issues a decision about it in writing and if it is UJAK's trade secret.
- 3) An invention, utility model, industrial design, topography of a semiconductor or improvement proposal that was devised by an UJAK researcher or member of a research team while working on the project is considered, in terms of industrial property rights, an outcome of a project, providing UJAK exercised a right to it. The researcher or a member of a research team is not entitled to publish the outcome of a project that meets the prerequisites for protection of industrial property (e.g. a patent, utility model entry, etc.), especially from the moment the outcome is created (i.e. prior to the decision of the relevant registration office granting protection, e.g. the Industrial Property Office).
- 4) Copyright and proprietary rights associated with the outcomes of a project in the meaning of point 1.2 of this directive are exercised by UJAK as the recipient or participant or provider (the right to have personal rights protected remains unaffected), especially from the moment when the outcome was created. The researcher or member of a research team is allowed to use this outcome

of a project exclusively for UJAK's need or its own in cases of free use and a statutory licence stipulated by the Copyright Act, and the right to use is not established to a third party without the consent of UJAK. Nor is it to be transferred to a third person (for rights that are transferable). Rights to the outcome of a project as items of industrial property in the meaning of point 1.3 of this directive belong to UJAK as the recipient or, if applicable, the participant or the provider, especially from the moment UJAK exercises the right, and the researcher or member of the research team is not entitled to transfer or grant this right of use to a third party without the consent of UJAK, unless the rights of the researcher or member of the research team are otherwise governed by a special agreement with UJAK. The researcher is required to notify the Prorektor for Science without delay of the fact that an R&D outcome that meets the criteria for providing protection of industrial property (e.g. a patent, utility model, etc.) was created at UJAK. If UJAK or the Prorektor for Science does not exercise UJAK's right to the outcome within 3 months from the notification, the rights to the outcome passes to the originator (the researchers or members of the research team). However, UJAK may enter into an entitlement agreement with the originator to use the protected outcomes free of charge or an agreement on UJAK's share of the revenue from the use of the protected outcome. If UJAK will exercise rights to protect the outcome, UJAK will bear the cost for ensuring protection, and it may decide that they are borne by the organisational section containing the originator's department.

5) If UJAK is a participant/partner in the project, a proportional share of property rights to the outcome of the project based on the proportion of its share in working on the project belongs to it, unless this proportion is decided in an agreement on working on the section of the project.

6) A researcher or member of the research team, whether it means an employee or student of UJAK or external person, is always required to enter into an agreement with UJAK as the recipient (or participant or provider, as the case may be). The agreement governs the conditions for working on the R&D project (or, if applicable, includes the conditions for using the outcomes and licence for its use provided to the researcher or member of the research team or a third party).

7) UJAK as the recipient or provider is required to allow, under equal conditions, all parties interested in the outcomes of the project access to it, unless it concerns a trade secret or confidential information. If UJAK is in the position of a participant/partner, a special agreement with other participants/partners stipulates the conditions of access to the outcomes. An outcome of the project as the so-called employee's work to which the creator's employer exercises copyright, namely as the work created by a researcher or member of a research team to fulfil a employment task for UJAK or as a work as part of employee's work under a special agreement is subject to protection in the meaning of Sec. 58 of Act No. 121/2000 Coll., on Copyright, on Rights Associated with Copyright and on Amendments to Certain Acts (the Copyright Act).

8) The Rector of UJAK decides on UJAK's investment of the outcome of a project into a business company or other legal entity or association without legal personality.

2. Trade secret, know-how, confidential information, confidentiality and personal data

1) The term "trade secret" is defined in Sec. 17 of the Commercial Code – Act no. 513/19911 Coll. The term "know-how" is defined in the EU Commission Directive no. 772/2004. Confidential information is that which is designated as confidential when entering an agreement, including the

confidentiality clause stipulated in the agreement or for definite parties in special regulations. The term “personal information” is defined in the Act on Personal Information no. 101/2000 Coll.

2) If the outcome of a project conforms to the conceptual character of a trade secret, know-how, confidential information or personal information, the researcher is required to announce facts (information, data) that have the character of a trade secret, know-how, confidential information or personal data and notify the Prorektor of Science of this fact so that he/she may express the will of UJAK that the outcome of the project is a trade secret (know-how, containing confidential information or personal details) of UJAK and that it should be in the interest of UJAK to keep it confidential. UJAK and the researcher, or member of the research team, are then required to ensure its secrecy in the appropriate manner.

3) The protection of the outcome of a project designated as a trade secret or know-how belongs exclusively to UJAK. If UJAK was in the position of a participant/partner during the outcome's creation, a share proportional to its participation in working on the project belongs to it, unless this proportion is specified in an agreement on working on a section of the project.

4) A researcher, member of the research team or any other employee or student of UJAK is not allowed to reveal any of UJAK's trade secrets, know-how or confidential information, or supply them or grant their access to a third party. The Rector of UJAK decides about the use of the outcome of the project that is a trade secret, know-how, confidential or personal information, unless the rights of the researcher and members of the research team are otherwise governed by a special agreement with UJAK.

5) The researcher, members of the research team and other persons who participate in the creation process, use or protection of the R&D outcomes at UJAK that have the character of intellectual property and should be kept confidential in accordance with this directive are required to maintain confidentiality about all facts that they learn connected with confidential R&D outcomes at UJAK.

3. Liability and Penalties

If the researcher or member of the research team while working on a project or using its outcomes is in breach of the obligations stipulated in this directive, in the project's documentation or in an agreement entered into, said person bears full liability for damage that UJAK has suffered in this way, and UJAK may take measures against him/her in compliance with the applicable provisions stated in the agreements or the labour code and in the case of a student or external person in compliance with the labour code. Primarily, the university is entitled to request back from the person the financial support it provided to him/her to work on the project or its portion.

4. Effectiveness

This Rector's directive comes into effect on 15th November 2010. [ILLEGIBLE SIGNATURE]