

THE UNIVERSITY OF PARDUBICE	
Directive No. 1/2014 as amended by Appendix No. 1 and Directive No. 1/2019	
Subject:	Protection of Intellectual Property Rights
Applicable to:	all University departments and students
Effective from:	March 1, 2014
Reference No:	RPO/0003/14
Prepared by:	Mgr. Linda Lososová, Centre for Technology and Knowledge Transfer
Submitted by:	Ing. Pavel Krečmer, PhD., Head of the Centre for Technology and Knowledge Transfer
Approved by:	doc. Ing. Tatiana Molková, Ph.D., Vice-Dean for Research and Development

Article 1 Introductory Provisions

- (1) The **subject matter** of this Directive is the protection, management and use of intellectual property at the University of Pardubice (the “University”).
- (2) **Intellectual property** is a set of rights relating to the results of intellectual activity. The results of intellectual activity as subjects of intellectual property may take the form of:
 - a) industrial property which may be protected by registration in the competent authority register,
 - b) copyright works,
 - c) trade secrets, know-how and confidential information that cannot be protected by registration in the competent authority register and are not copyrighted at the same time.
- (3) For the purposes of this Directive, **industrial property** shall be the result of an intellectual activity which is new and industrially (economically) usable and which the originator created **in the performance of his/her employment relationship** with the University.
- (4) For the purposes of this Directive, **commercialization** shall mean any grant of rights in respect of an object of industrial property, that is any grant of rights of use and other exercise under license, option and other contracts.
- (5) For the purposes of this Directive, **industrial property** shall also mean an outcome of intellectual activity which is new and industrially (economically) usable and created by the originator **in fulfilling study or similar duties** to the University where the originator transferred this right to the University under a contractual arrangement.
- (6) For the purposes of this Directive, a **work for hire** is an Authored Work created by the author to fulfil his/her obligations arising from an employment relationship with the University. Collective work is also considered to be a work for hire, i.e. a work in which several authors have contributed and which is created on the initiative and under the guidance of the employer and is published on behalf of the University.
- (7) A **school work** is an authorial work created by a student of the University to fulfil his/her study obligations. For the purposes of this Directive, a school work shall also be considered to be a work created by a person participating in lifelong learning at the University.

- (8) This Directive shall not affect the originator's right and right to authorship under the relevant legislation¹.

Article 2

License Reserve Fund

- (1) A license reserve fund is hereby established. The license reserve fund is the sum of funds monitored separately in the accounts and stored on a separate order of the University. The license reserve fund is established for the purpose of promoting intellectual property at the University, in particular for the purpose of financing industrial property protection and commercialization of industrial property, remuneration and support for researchers in the creation of industrial property, and possibly for funding scientific research projects at the University.

Article 3

Commercialization Board

- (1) Commercialization Board is hereby established. The Commercialization Board (the "Board") shall supervise the use and efficient spending of funds from the license reserve fund. It shall be the Rector's expert advisory body in relation to the commercialization of science and research.

Article 4

Basic Obligations

- (1) Originators and authors as well as other persons in an employment relationship with the University are obliged to protect all intellectual property of the University and to refrain from any action that might be contrary to the legal rights and protected interests of the University and could give rise to a conflict between the interests of the University and other natural or legal persons in relation to intellectual property.
- (2) Originators and authors as well as other persons in an employment relationship with the University are obliged to proceed in publishing the results of science and research in such a way as not to jeopardize the potential interest of the University in legal protection of this result and in its commercialization.
- (3) In justified cases, contractual arrangements shall be concluded with originators and authors who are students as well as with other persons in the performance of similar duties to the University, or with persons visiting the University as guests, interns, members of delegations, excursions, etc., which obliges them to protect all intellectual property of the University and to refrain from any action that might be contrary to the legal rights and protected interests of the University and which could give rise to a conflict between the interests of the University and third parties in relation to intellectual property, even after the completion of study duties. These contractual arrangements² are the responsibility of the respective senior staff, project principal investigators, thesis supervisors, etc. and these

¹ Act No. 527/1990 Sb., on Inventions and Improvement Proposals, as amended, Act No. 121/2000 Sb., Copyright Act, as amended, Act No. 478/1992 Sb., on Utility Models, as amended, Act No. 207/2000 Sb., on the Protection of Industrial Designs, as amended

² This includes in particular the so-called Non-Disclosure Agreements.

contracts are concluded by the Rector or the Deans of individual faculties on behalf of the University. These draft contracts are conceived by the Centre as a service for individual faculties. Contractual arrangements with third parties in connection with technology transfer negotiations are always concluded on behalf of the University and signed by the Rector. The Rector is entitled to delegate this power.

- (4) The author is obliged to consider any publication intentions³ carefully so that the legitimate interests of the University are not jeopardized.
- (5) Upon termination of an employment relationship with the University or upon completion of study or similar duties to the University, the originator and the author are obliged to maintain confidentiality of all facts relating to intellectual property that could cause damage to the University if disclosed.
- (6) Through the Centre, the University is responsible for the efficient and effective use, in particular for commercialization, of an intellectual property subject to which it has property rights.

Article 5 **Work for Hire**

- (1) The author is obliged to notify the senior executive of this fact in writing in accordance with Annex 2 without undue delay from the date of creation of the work for hire, unless the creation of the work is entered in the electronic system for registration of publications "Personal Bibliographic Database". If multiple authors create a work, the notice shall include a co-authorship agreement.
- (2) Unless provided otherwise in this Directive, the University shall exercise copyright in its own name and for its own account in respect of copyrighted works which are works for hire^{3a}.
- (3) In the case of works for hire created for the purpose of publication in professional journals or conference proceedings, the University shall let its employees exercise the copyright.
- (4) Employees who are authors of works for hire with the exercise of property rights shall be obliged to observe the restrictions set by the grant provider or contract between the University and an external entity, in particular the limitation of the exercise of property rights as to the scope of the material, territorial, temporal, quantitative, in terms of exclusivity or the possibility of granting sub-licenses. These employees are also obliged to check whether the license or other agreement with the publisher allows, in accordance with Directive No. 2/2015 Recording of Results of Creative Activities of Employees and Students of the University of Pardubice in the OBD Internal Information System, the full text of the publication in a professional journal or conference proceedings to be saved in the institutional repository. If this is not the case, they shall make every effort to ensure that this is possible by negotiating the content of the licensing or other agreements with the publishers.
- (5) The provision of Paragraph 3 of this Article shall not apply if such work for hire is to be used for internal purposes of the University, especially for the purpose of publication in professional journals or proceedings published by the University.

³ These are the publication intentions of what has not yet been published.

^{3a} Section 58 (1) of Act No. 121/2000 Sb. on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act).

- (6) The internal regulations of the faculty may stipulate that employees may not exercise property rights at all for certain works for hire, may exercise copyright rights to a limited extent, or it may stipulate that in specific cases employees may exercise full or limited copyright rights to works for hire other than works for hire pursuant to Paragraph 3 of this Article.

Article 6

Enterprise Invention

- (1) If the originator created an invention or other subject of industrial property in fulfilment of obligations arising from his/her employment relationship with the University, the property rights to this subject shall pass to the University, unless otherwise agreed in writing. This shall not affect the originator's right to legal remuneration.
- (2) The originator is obliged to inform the dean of the faculty and the Centre in writing in accordance with Annex No. 1 without delay, but no later than within 14 days from the creation of the subject of industrial property. Part of the notification is an agreement on co-ownership in the case of multiple originators. The originator is also obliged to provide the University with all relevant information, documents and assistance necessary to ensure industrial-law protection upon request.
- (3) If the originator who is in an employment relationship with the University has created an invention or other subject of industrial property in an employment relationship with another employer, he/she is obliged to notify the University of the creation of this subject in writing through the Centre.
- (4) The Rector shall decide in writing within the statutory period⁴ on the proposal of the Dean and the Director of the Centre whether the University will exercise the right to the created subject of industrial property. By exercising the right to the subject of industrial property, it becomes the property of the University. The exercise of industrial property rights includes, in particular, its actual implementation, operation, granting of rights of use (license) to another entity, transfer to third parties or contribution to companies. This is without prejudice to the originator's right.
- (5) If the University does not exercise the right to the subject of industrial property, the documents provided by the originator shall not be returned. All documents for the notification are archived by the Centre for 10 years.
- (6) The Centre shall be responsible for handling the notification of the creation of the subject of industrial property and for handling the application for industrial protection from the moment of receipt of the notification. From that moment on, all information is kept confidential⁵.

Article 7

Industrial Property Protection

- (1) An application for industrial property protection of a claimed subject of industrial property shall be filed exclusively by the Centre through a patent attorney. Only the Centre in

⁴ Pursuant to Section 9 (3) of Act No. 527/1990 Sb., on Inventions and Improvement Proposals, as amended, this period is 3 months from the notification.

⁵ It does not comply with Act No. 412/2005 Coll., On the protection of classified information and on security eligibility, as amended.

cooperation with the originator shall communicate with the patent office on behalf of the University in the matter.

- (2) Filing applications for the protection of industrial property, direct addressing of patent attorneys and direct negotiations with the Industrial Property Office is permitted only with the knowledge of the Centre.

Article 8 **Sharing Property Rights**

- (1) When solving scientific, research, development and other scientific tasks⁶ with other legal or natural persons, a mechanism shall be established in advance as to how the share of industrial property rights will be determined. Contractual documents relating to industrial property shall be reviewed by the Centre and approved by the Rector after prior approval of the Dean of the relevant faculty.
- (2) If it is assumed that the above-mentioned tasks will result in creating an object of industrial property, a mechanism for setting the conditions for commercialization of this result shall be established in advance. Furthermore, it shall be determined in advance how the application for industrial protection and the maintenance of industrial protection will be applied, and how to proceed in sharing administrative and maintenance fees, in paying for patent attorney services, in granting licenses to third parties, in settling disputes, in determining the law of the state governing the contractual arrangements. Unless a contract is concluded between all the co-owners of the subject of industrial property, the University will not proceed with the submission of an application for the process of granting industrial property protection⁷.
- (3) If students⁸ participate in solving the above-mentioned tasks where there is a real presumption of industrial property creation, they shall conclude an employment or other contractual relationship in which the mechanism for determining the share of property rights to the subject of industrial property will be defined. If the employment relationship has been concluded, it is the so-called enterprise invention according to Article 6.

Article 9 **Competence of the Centre**

- (2) The agenda related to the application and protection of industrial property of the University is provided by the Centre, i.e. it mainly maintains and archives patent files, monitors deadlines for payment of maintenance and administration fees, and pays maintenance and administration fees from the license reserve fund. If there are not enough funds in the license reserve fund, the Centre shall pass the information needed to pay maintenance and administration fees to the heads of the relevant faculty departments.
- (3) If the subject of industrial property is commercialized at the University, the Centre is responsible for the cooperation of individual faculties for all related activities, especially for evaluation, marketing and licensing.

⁶ e.g. research and innovation projects of the Technology Agency of the Czech Republic, the Grant Agency of the Czech Republic, central state administration bodies, business entities, etc.

⁷ according to special legal regulations

⁸ bachelor, master and doctoral degree students of the University regardless of nationality

Article 10 Right to Reward

- (1) The originator of such industrial property subject to which the University has exercised the right is entitled to an appropriate reward.⁹ If more than one employee has been involved in the industrial property subject to which the University has exercised the right, the reward to each of them shall be in proportion to their contribution to the creation of the subject. The co-authors declare the proportion in which they participated in the creation of the subject of industrial property in the co-authorship agreement, which is part of the notification of the creation of the subject of industrial property (Annex 1).
- (2) The reward referred to in Paragraph 1 of this Article shall be paid once a year. The reward to individual originators is paid from CZK 100 inclusive. If the reward of the originator does not reach this amount in the given year, it is transferred to the next period of disbursement until it exceeds CZK 100.

Article 11 Amount of Reward

- (1) The amount of reward¹⁰ shall be determined by the employer on a case-by-case basis according to the technical and economic significance of the invention and the benefit of its possible use or other application, taking into account the University's material contribution to the invention and the scope of the originator's work.
- (2) The mechanism for calculating the reward referred to in Paragraph 1 is determined by multiplying the basic amount of CZK 500 by the sum of the individual coefficients according to Table 1 below:

Table 1 - "Reward for the Originator":

Legal criteria:	Coefficient:	Result:
Technical and economic importance:		
Market size up to € 10M/year	0.1	
Market size from € 10M to 100M/year	1	
Market size from € 100M/year	4	
Benefit from possible use or other application:		
Potential to gain up to 1 percent market share	0.4	
Potential to gain from 1 percent to 10 percent market share	1	
Potential to gain from 10 percent to 100 percent market share	3	
University's material contribution to the creation of the subject:		
In order to create the subject, the material support of the university was needed:		
YES	0.5	
NO	1	
Scope of the originator's work:		
Was the invention created as a part of a task (e.g. grant output, etc.):		
YES	0.1	
NO	2	
Total:		

⁹ pursuant to the provisions of Section 9 (4), first and second sentences, of Act No. 527/1990 Sb., on Inventions and Improvement Proposals, as amended

¹⁰ pursuant to the provisions of Section 9 (4), first and second sentences, of Act No. 527/1990 Sb., on Inventions and Improvement Proposals, as amended

- (3) The reward is not subject to deduction of costs.
- (4) The reward shall also apply to students-originators who have contractually transferred their ownership interest in the subject of industrial property to the University.
- (5) The reward shall be paid from the University's license reserve fund. If there are not enough funds in the license reserve fund, the reward costs shall be borne by the relevant faculty¹¹, unless otherwise agreed.

Article 12
Amount of Additional Reward

- (1) If the remuneration already paid is manifestly disproportionate to the benefit gained from the later use or other application¹² of the industrial property, the originator is entitled to an additional reward¹³ depending on the income brought by the invention, according to Table 2 below:

Table 2 - "Additional Reward for the Originator":

Income from commercialization of industrial property subject without VAT	Originator
from the amount of CZK 0 - 1 000 000	65 percent
from the amount of CZK 1,000,000 - CZK 5,000,000	35 percent
from the amount of CZK 5,000,001 and more	25 percent

- (2) For the purposes of this Directive, the application of an industrial property subject under the so-called option contract shall not be regarded as a different application.
- (3) If more than one originator participated in creating the industrial property subject, the remuneration of each originator shall be in proportion to the proportion in which they contributed to the creation of the object.
- (4) For the purposes of entitlement to an additional reward to the originator, the individual amounts from the income from commercialization are added up, i.e. if the income from the commercialization of an industrial property has reached the amount of CZK 1,000,000 in the given calendar year, the originator is entitled to CZK 650,000; if the income from the commercialization of an industrial property in the following calendar year again reached the amount of CZK 1,000,000, the originator is entitled to 35 percent, i.e. the amount of CZK 350,000; if, in the third calendar year, the income from the commercialization of the subject of industrial property again reached CZK 1,000,000, the originator is entitled to 35 per cent, i.e. the amount of CZK 350,000.
- (5) The additional reward for the originator shall always be due for the calendar year and shall be payable within 12 calendar months starting from the calendar month following the month in which the funds were credited to the University's bank account. The additional reward of the originator pursuant to Paragraph 1 shall be subject to deductions of the employee's social and pension insurance and to personal income tax. The additional reward referred to in Paragraph 1 means the amount of personnel costs, which includes both reward and compulsory (statutory) contributions of the employer to social security and health insurance. The employer is responsible for the calculation and payment of reward.

- (6) The additional reward for the originator shall also apply to originators-students who have contractually transferred their ownership interest in the subject of industrial property to the University.
- (7) Where more than one industrial property is commercialized in a single business case, the additional reward of the use of industrial property under the originator agreement shall be divided taking into account the importance and contribution of the commercialized industrial property to the business case. If such an agreement does not arise by the date on which the funds are credited to the University's bank account, the right to the payment of reward pursuant to Paragraph 3 arises only in the payment period of the calendar month following the month in which the originators' agreement came into force.
- (8) The remainder of the income from the commercialization of the industrial property object shall be distributed according to Table 3 below:

Table 3

Income from commercialization of industrial property without VAT	Faculty ¹⁴	License Reserve Fund	University
from the amount of CZK 0 - 1 000 000	25 percent	6 percent	4 percent
of CZK 1,000,000 - CZK 5,000,000	35 percent	26 percent	4 percent
of CZK 5,000,001 and more	40 percent	31 percent	4 percent

- (9) The payment of the so-called additional reward for the originator is reflected in the calculation of the average earnings of the employee. For the purpose of paying wage compensation for the period of leave taken by the originator, sufficient funds from the commercialization income shall be transposed into the faculty account according to Table 3 referred to in Paragraph 8 so that the funds intended for the Faculty according to Table 3 referred to in Paragraph 8 were sufficient to cover the expenditure on the payment of the employee's wage compensation for the period during which the leave is taken. These expenses are covered by the employer, i.e. by the faculty, from the income determined by the employer according to Table 3 referred to in Paragraph 8.

¹¹ the faculty to which the originator has an employment relationship

¹² The use or other application for the purposes of this Directive shall not be the application of an intellectual property object in the RIV assessment.

¹³ within the meaning of the last sentence of Section 9 (4) of Act No. 527/1990 Coll., on Inventions and Improvement Proposals, as amended

¹⁴ the faculty to which the originator has an employment relationship

Article 13

Share in Business Corporations

- (1) If the University has acquired a share in a business corporation under a license or similar contract, then this share shall be appraised at the financial value at the time of the share allocation. In such a case, the decision on the time of dividing the additional reward is entirely at the discretion of the University. Income from the share in the corporation, whether in the form of dividends or income from the sale of the share above the original value at the time of the allocation, shall not be considered an income from an industrial property subject within the meaning of Article 12. All such income shall be allocated exclusively to the University's license fund.
- (2) If the University has acquired a share in a business corporation pursuant to Paragraph 1 and the originator of the industrial property has also obtained five percent or more in that corporation, then the additional remuneration pursuant to Article 12 shall be deemed already settled by allocating the share in the corporation, and the originator shall not be entitled to additional reward.

Article 14

Termination of Protection

If the subject of industrial property has not been commercialized within a reasonable time from the date of obtaining industrial property protection, the Commercialization Board may propose that the Rector refrain from protection. However, the originator shall be allowed to transfer the rights to the protected industrial property under agreed conditions.

Article 15

Preservation of Rights

The rights and obligations arising from this Directive shall remain unaffected by the originator or author's employment relationship with the University.

Article 16

Final Provisions

- (1) Directive No 3/2010 "Handling of the Results of Research, Development and Innovation Activities" is hereby repealed.
- (2) This Directive shall enter into effect on 1 March 2014.

Pardubice, February 28, 2014

prof. Ing. Miroslav Ludwig, CSc.
Rector

Amendment 1 to Directive 1/2014 entered into effect on 10 January 2017.

Art. 2 (2) and (3) and Article 3 (2) to (6) were repealed by the University of Pardubice Directive No. 1/2019 Statutes of the Commercialization Board of the University of Pardubice with effect from 26 February 2019.

Notification of the Creation of an Industrial Property Subject

The University of Pardubice
Studentská 95
532 10 Pardubice

I announce that I have created an outcome that should be protected as an industrial property subject.

Title (in Czech and English):

Type of industrial property (select one):

- invention
- industrial design
- utility model
- other (please specify):

Keywords for research purposes (Czech and English):

What sources were used to finance the creation of the subject of industrial property (please describe in detail):

Contractual documents (all contractual arrangements relating to the subject of industrial property):

Description of the state of the art - list of articles, patents, etc.:

Brief description of the invention - a summary of the technical problems that the invention solves, or specify the disadvantages of existing technical solutions, description, advantages, application for the field, benefits, etc.:

Detailed description of the invention - for a patent application:

The time period during which the result was worked on:

Please fill in the table below:

	Select:
The invention has market potential (estimated):	
Market size up to € 10M / year	<input type="checkbox"/>
Market size from € 10M to 100M / year	<input type="checkbox"/>
Market size over € 100M / year	<input type="checkbox"/>
The invention has the potential to gain (estimated):	
Up to 1 percent of market share	<input type="checkbox"/>
From 1 percent to 10 percent of market share	<input type="checkbox"/>
From 10 to 100 percent of market share	<input type="checkbox"/>
In order to create the subject, was the material support of the university needed?	
YES	
NO	<input type="checkbox"/>
Is the result (subject of the intellectual property) part of a work task (e.g. grant output, etc.)?	
YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

Originator:¹⁵

The originators, by their handwritten signature, confirm the veracity of the statement below, including information on the share in the subject of industrial property, thus expressing **their agreement on the amount of their shares** in the subject of industrial property. The authors further **agree** with the processing of their personal data, with the provision of personal data to the Industrial Property Office to the minimum necessary extent and with the saving thereof in the database of industrial property subjects of the University.

Originator (co-originator):

Academic title, first name, surname:	
Workplace:	
Employer:	The University of Pardubice
Phone, fax:	
E-mail:	
Residence:	
Participation in the subject of industrial property (percent):	
In Pardubice	Date Signature:

¹⁵ If there are more originators than the boxes, continue on a separate sheet.

Co-originator:

Academic title, first name, surname:	
Workplace:	
Employer:	The University of Pardubice
Phone, fax:	
E-mail:	
Residence:	
Participation in the subject of industrial property (percent):	
In Pardubice	Date Signature:

Co-originator:

Academic title, first name, surname:	
Workplace:	
Employer:	The University of Pardubice
Phone, fax:	
E-mail:	
Residence:	
Participation in the subject of industrial property (percent):	
In Pardubice	Date Signature:

Co-originator:

Academic title, first name, surname:	
Workplace:	
Employer:	The University of Pardubice
Phone, fax:	
E-mail:	
Residence:	
Participation in the subject of industrial property (percent):	
In Pardubice	Date Signature:

All costs relating to the industrial-property protection of an industrial property subject, the maintenance of the patent and the costs of reward to originators under this Directive shall be paid from the license reserve fund. If there are not enough funds in the license reserve fund as of the due date of the given costs, these shall be paid to the faculty, or the University Institute.

Signature of the head of the department:

Date:

Dean's signature:

Date:

Notice of Creation of Authored Work

The University of Pardubice
Studentská 95
532 10 Pardubice

I announce that I have created an Authored Work within the meaning of Act No. 121/2000 Sb., Copyright Act, as amended.

Title (in Czech and English):

Type of work (select):

- literary work
 - scientific article
 - publication
 - textbook
 - university textbook
- scientific work
- photographic work
- work of art
- software
- database
- other (please specify):

Keywords (Czech and English):

Abstract:

What sources were used to finance the creation of the Authored Work (please describe in detail):

Contractual documents (Are there any contractual arrangements relating to the Authored Work?):

Time period in which the Authored Work was worked on:

The author(s) confirm the veracity of this announcement with their handwritten signature.

The author(s) acknowledge that the University of Pardubice as an employer is entitled to exercise property rights to the work in its name and on its own behalf in accordance with the provisions of Section 58 of Act No. 121/2000 Sb., The Copyright Act, as amended.

The author(s) hereby authorize the University of Pardubice to grant the future transfer of property rights to third parties. The author(s) acknowledge that upon the dissolution of the University of Pardubice without a legal successor the author acquires the right to exercise property rights to the work.

The author(s) acknowledge that The University of Pardubice is not obliged to exercise any property rights to the work at all or in part. This does not affect the right of the author(s) to grant a license.

The author(s) hereby authorize, in particular, the publication of the work, modifications of the work, processing including translation into foreign languages, connection of the work with another work, inclusion in a collective work. The author(s) agree that The University of Pardubice is entitled to publish the work under its name.

The author(s) agree to the processing of their personal data.

Author (co-author)¹⁶:

Academic title, first name, surname:	
Workplace:	
Employer:	The University of Pardubice
Phone, fax:	
E-mail:	
Residence:	
Title and type of work, year of creation	
In Pardubice..... Date	Signature:

Author (co-author):

Academic title, first name, surname:	
Workplace:	
Employer:	The University of Pardubice
Phone, fax:	
E-mail:	
Residence:	
Title and type of work, year of creation	
In Pardubice..... Date	Signature:

¹⁶ If there are more authors than the boxes, continue on a separate sheet.

Author (co-author):

Academic title, first name, surname:	
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E-mail:	
Residence:	
Title and type of work, year of creation	
In Pardubice..... Date	Signature:.....

Author (co-author):

Academic title, first name, surname:	
Workplace:	
Employer:	The University of Pardubice
Phone, fax:	
E-mail:	
Residence:	
Title and type of work, year of creation	
In Pardubice..... Date	Signature:.....

Signature of the head of the department:

Date:

Dean's signature:

Date: