

REGULATIONS
OF USING RESULTS OF INTELLECTUAL WORK ORIGINATED IN THE
INSTITUTE OF SYSTEMATICS AND EVOLUTION OF ANIMALS OF THE
POLISH ACADEMY OF SCIENCES

established on the basis of:

- a) The act of 4 February 1994 on copyright and related rights (Dz.U. nr 24 poz. 83).
- b) The act of 30 June 2000 on the industrial property law (Dz.U. z 2001 r. nr 49, poz. 508, z 2002 r. nr 74, poz. 676, nr 108, poz. 945, nr 113, poz. 983, nr 153, poz. 1271; the consolidated text Dz.U. z 2003 r. nr 119, poz. 1117 ff. and 2004 nr 33, poz. 286).
- c) The act of 27 July 2005 on the higher education law (consolidated text: Dz.U. z 2012 r. poz. 572 as amended)
- d) The act of 16 April 1993 on suppression of unfair competition (Dz.U. nr 47 poz. 211), along with their implementation rules.
- e) The act of 27 July 2001 on database protection (Dz.U. z 2001 r. nr 128 poz. 1402 as amended)
- f) The act of 25 April 1997 on the Polish Academy of Sciences (Dz.U. nr 75, poz. 469).
- g) The Labour Code and the Civil Code

for the protection of the interests of both the Originators of intellectual goods and ISEZ PAN, called hereafter the "Institute", the following is decided:

§ 1

The subjective scope of the regulations

- 1) The provisions of the Regulations are applied to the employees employed in the Institute whose scope of duties completely consists in providing intellectual work.
- 2) The provisions of the Regulations shall apply to other employees if it results clearly from the relevant clauses included in the employment contract.
- 3) The provisions of the Regulations apply also to students, degree candidates, doctoral students or other persons under no employment relationship with the Institute, if the contract concluded between the Institute and the student, degree candidate, doctoral student or such a person states so.
- 4) The conclusion of the contract with another entity (a publishing house other operating within the ISEA PAS structures) as regards taking advantage of the results of intellectual work resulting from the execution of the employment duties, which includes deviation from the Regulations, requires acceptance of the Director of the Institute.
- 5) The conclusion of the contract by virtue of which the rights to the results of the intellectual work created by the Employee delegated to another research and development facility, both in Poland and abroad, which were to be transferred to another entity, requires consent of the Director of the Institute.

§ 2

The objective scope of the regulations

- 1) The provision of the regulations apply to the results of intellectual work:
 - a) achieved within the tasks set out with the employment relationship,
 - b) achieved with the help of the Institute, especially based on a separate contract, including within the tasks funded by business entities (e.g. within the contracts for execution of research and development work) or from the funds at the disposal of the Minister competent for science matters or other funding institutions, e.g. own research projects, special projects, contracted research projects, projects carried out within EU framework programmes (PR UE), projects funded with European Funds (Structural Funds and Cohesion Fund), projects funded from other domestic or foreign sources, public or private, etc. if the contract concluded with the Originator states so, transferred for the Institute by the Originator on the terms and conditions set forth in these regulations.

§ 3

Definitions of basic terms

- 1) “Results of intellectual work” means:
 - a) scientific works in the meaning of the act on copyright and related rights, including works of popular, technical and didactic nature,
 - b) inventions and utility models in the meaning of the act on industrial property rights,
 - c) industrial designs,
 - d) computer programs and database in the meaning of the act on copyright and related rights,
 - e) other results of intellectual work, including those that do not constitute the subject matter of exclusive rights, e.g.: research methods, general concepts of the explanation of the research problem, didactic audio-visual materials.
- 2) “Employee’s results of intellectual work” means: results of intellectual work created when carrying out duties resulting from the employment relationship and obtained outside of these duties if the contract concluded between the Originator of the result and the Institute states so. Results of intellectual work originated in other conditions are non-employee results of intellectual work.
- 3) Employee’s results of intellectual work are obtained within the following tasks:
 - a) when carrying out tasks set out in the employment relationship or in an agreement on the doctoral scholarship,
 - b) created with the help of the Institute, especially based on a separate contract, including within the tasks funded by business entities (e.g. within contracts for research or research and development works) or from the funds at the disposal of the Minister competent for science or other financing institutions, e.g.
own research projects,
special projects,
contracted research projects,
if the contract concluded with the Originator states so,

- c) created outside of the employment relationship, the rights to which their Originators transferred for the Institute on the terms and conditions set forth in these Regulations.
- 4) “Duties resulting from the employment relationship” means the tasks whose execution is the duty of the Originator of the result of intellectual work, in particular resulting from the contract of employment, the work regulations, the scope of actions assigned to the Originator or from an instruction of a superior that is within the limits of the employee duties of the Originator, always in reference to the tasks of the entity in which the Originator is employed.
- 5) “Help of the Institute” means any help provided by the Institute, which constitutes the condition to obtain the result of intellectual work; the help may be expressed in particular in financial, technical, materials expenditures, especially in making premises or devices available, or may consist in providing substantive indications by competent employees of the Institute.
- 6) “Spin-off company” is a commercial company established according to separate regulations for the purposes of commercialisation of the employee’s results of intellectual work.

§ 4

Scientific works

- 1) A scientific work that is subject to protection on the grounds of the copyright law in the scope of personal and financial rights, is any manifestation of scientific activities of individual nature, recorded in any form, where the recording of the work means such its manifestation that allows its perception by persons other than the originator (recording the scientific work on a tangible medium is not necessary).
- 2) Financial rights to the scientific work, namely:
- a) the right to use the work,
 - b) the right to dispose of the work in all fields of exploitation,
 - c) the right to the remuneration for the use of the work
- are exercised by the Institute only when it results clearly from the contract concluded between the Originator of the work and the Institute.
- 3) Author's property rights, in particular the right to:
- a) the authorship of the work,
 - b) marking the work with the surname or pen name,
 - c) maintain the integrity and the form of the work and its fair use,
 - d) make a decision about releasing the work for publication,
 - e) supervise the method of use of the work
- are exercised by the Originators of scientific works.

§ 5

Rules of publication of scientific works

- 1) The Institute suspends for indefinite time exercising its right (by virtue of the act on copyright and related rights, Article 14.1) of priority for publication of the employee’s scientific work. The author publishing outside of the Institute is obliged to place in the publication, beside the surname of the Originator, the full name of the Institute.

- 2) If a scientific work of the employee is published in own publications of the Institute, distribution of the work is done on the conditions set forth each time in the publishing contract concluded between the Institute and the Author, not later than before the expiry of six months of the provision of the work by the Originator. The contract should specify the regulations of remuneration of the Originator.
- 3) If the publisher with whom the Originator submits the employee's work makes its publication dependent on the transfer of the entirety of the author's property rights for his benefit, the Originator shall be obliged to obtain consent of the Director of the Institute before the conclusion of such a contract.

§ 6

Objects of industrial property

- 1) The right to:
 - a) patent for the invention,
 - b) protection right for commercial design,
 - c) right from registration of an industrial model and right to their commercialisation are due for the Institute if the invention, utility design, industrial model have been:
 - done by the employee as a result of execution of the duties under the employment relationship,
 - done by the Originator as a result of a separate contract concluded with the Institute,
 - done with the help of the Institute only when the contract for providing help grants the Institute the right to the patent, the protection right or the right from registration,transferred to the Institute by the Originator.
- 2) The rights referred to in clause 1, achieved in connection with the performance of the contracts a party of which is the Minister competent for science matters or any other funding entity, each time govern these contracts and the internal contracts concluded between the Originator and the Institute.
- 3) The rights referred to in clause 1 may be due for the Originator if the invention has not been done as a result of the execution of duties under the employment relationship or the execution of any other contract with participation of the Institute.
- 4) The employee of the Institute, who is a co-Originator of the invention, registered in a different business entity, in which the information was used in the scope of research, research and development, etc., work conducted under the employment relationship, is obliged to inform the Director of the Institute about this fact, in writing, within two months of the date of the completion of the invention project.
- 5) Each Originator of an invention developed under conditions set out in clause 3 may apply to the Institute with a request for providing help in the management of the invention. The Institute may provide help paid or free of charge in return for a share in the right to the patent (protection right / rights from registration).
- 6) In the cases when the Institute has share in the right, it shall reserve the right of pre-emption for the rights to patent (protection right / rights from registration) from the Originators jointly entitled to the patent (protection right / rights from registration) in case of the sale

of these rights of a third party.

- 7) The Institute is entitled, within its own needs, to take advantage of the invention is done with the help of the Institute if the Originator is the entitled party, and the contract with him does not state otherwise.

§ 7

Rules for reporting objects of industrial property

- 1) The Originator of the solutions set out in Article 6.1 of the Regulations is obliged to report them with the director of the Institute in writing, within 14 days of the date of their creation, in arrangement with the head of the organisational unit that decides initially about the grounds for application for legal protection of the solutions as well as the methods of their distribution. The decision of the head of the organisational unit may be changed by the director. The final decision about the grounds for the application for legal protection of the solution should be made by the director within one month of the reception of the report of the Originator submitted with the opinion of the head of the organisational unit.
- 2) At least until the time of making the decision by the director as regards the method of using the employee's results of intellectual work, the Originator is obliged to keep them secret.
- 3) If the Institute makes a decision about legal protection of the solution, the Originator shall be obliged to keep the solution secret at least until the day of reception of the confirmation of the submission from the RP Patent Office, the European Patent Office (EPO) or the United States Patent and Trademark Office (USPTO).
- 4) If the interest of the Institute requires keeping the solution secret for a period longer than the one set out in Clause 3, the director may conclude a relevant contract with the Originator.
- 5) The obligation to keep secrecy remains with the Originator also after the employment relationship ends, if the time limits resulting from clauses 2–4 have not expired.
- 6) On the publication of the results suitable for commercialisation, the Originator is obliged not to disclose its essence in the way that would enable gaining financial benefits from the commercial use of the result.
- 7) If the Institute makes a decision about the refusal of applying for legal protection of the solution, the Institute shall be obliged on request of the Originator to transfer the right to obtain patent or protection right for the Originator free of charge.

§ 8

Computer programs and databases

- 1) Legal protection covers computer programs and databases set out in Article 74 Clauses 1 and 2 of the copyright law. The protection extended to a computer program covers all forms of its manifestation, including all forms of design, production and operation documentation.
- 2) The financial rights to programs and databases including:
 - a) the right to continuous or temporary duplication of a program or database,
 - b) the right to translate, customise, change layout or make any other changes in the program or database,
 - c) the right to public distribution of the original or copies, including by way of these

contracts (rental, lease, licence agreements, contracts on transfer of ownership of the program, and other)

are due for the Institute if they have been created by the employee as a result of the execution of duties under the employment relationship, unless the contract states otherwise.

- 3) The Originator of computer programs and databases created within the execution of duties under the employment relationship are obliged, after their completion, to report them to the head of the organisational unit in which they are employed and to the director of the Institute within 14 days.
- 4) If the Institute grants licence, concludes a contract on the transfer of author's property rights or a contract on the use of the work, the Originators of programs or databases are entitled to:
 - a. the right of authorship,
 - b. the right to mark them with your surname or pen name,
 - c. the right of the remuneration on the principles set out in Article 9.
- 5) The provisions of Article 7 are applied respectively to the entities that are subject to protection with related rights and the sui generis right to databases.

§ 9

Results of intellectual work that constitute secret and the rules of making them available

- 1) The heads of organisational units are responsible, in the scope covered with these regulations, for organisation and conducting the activities of the subordinate units so that they do not or violate the rights of third parties with their activities and do not allow violation of the rights of the Institute.
- 2) The heads of organisational units should, in arrangement with the deputy director for science matters and supervisors of doctoral students, define which information constitutes the secret of the unit and define the measures necessary to maintain the secrecy, including:
 - a) naming the persons who have access to the stated confidential information and datasets and obliging them in writing to keep secrecy within a specified time limit,
 - b) provision of confidential information to other entities solely against a confidentiality clause and with a clear obligation to keep secrecy within a specified time limit.
- 3) The heads of organisational units are obliged, in reference to the results of intellectual work created in the Institute, to ensure technical and organisational measures to keep confidential information, documentation and sets of scientific information.
- 4) The information that constitutes "know-how" may be made available to other business entities under paid licence agreements.

§ 10

Rules of using employee's results of intellectual work by the Institute

- 1) If the result of intellectual work was created by the employee within the execution of duties resulting from the employment relationship, the Institute shall be entitled to free use of the scientific material included in this work for research and didactics purposes, including making it available to other employees for non-commercial purposes.

- 2) If the Institute uses the employee's results of intellectual work in its own scope, in the way that brings about income, it shall be entitled to pay the Originator the remuneration on general principles set out in Clause 10 or in a separate contract.
- 3) The employee's results of intellectual work that constitute the subject matter of the rights of the Institute may be commercialised.
- 4) The basic methods of commercialisation are:
 - a) making the intellectual property available to third parties for compensation, in particular by granting the licence to use the results of intellectual work,
 - b) transferring the rights to a third party in return for payment of the remuneration,
 - c) creating a separate entity (a spin-off company), with the participation of the Institute, that will handle the commercialisation.
- 5) The decision about the choice of the method of commercialisation is made by the director of the Institute or a person appointed by him and may be changed as required by the circumstances.
- 6) To ensure higher efficiency of the actions aimed at commercialisation of employee's results of intellectual work, the Institute may transfer its rights, submit them to trust management or grant other rights to use them to a company of the Institute assigned for this purpose or to a foundation appointed for this purpose. In this case, the decisions as regards the method of commercialisation will be made by the company or foundation, and the benefits gained by them from commercialisation shall be regarded as the benefits obtained by the Institute.
- 7) The contracts to assign the rights to use, develop or any other marketing of the employee's results of intellectual property, to which the Institute has rights, must be signed by the director or by a person appointed by him.
- 8) The Originator is obliged to cooperate with the Institute to enable the maximum effective commercialisation of the employee's results of intellectual property.
- 9) The decisions as regards the commercialisation of the employee's results of intellectual property are made in the way that ensures prevention of conflict of interests. In particular, no persons may participate in making of such decisions who are affiliated by person or by finances with entities external to the Institute, participating in the process of commercialisation, such as licence beneficiaries or buyers of rights. This provision does not apply to the Originator in the scope in which he co-decides about the establishment of the spin-off Company with his participation or expresses opinion on the method of commercialisation of the employee's results of intellectual property.
- 10) The profits gained by the Institute from the use of the employee's results of intellectual work to which the Institute is entitled are divided as follows:
 - a) 50% for the Originators,
 - b) 50% the income of the Institute, including 25% the income of the organisational unit in which the Originator works.
- 11) The profits from the use of the employee's results of intellectual work to which the Institute is entitled result from the difference between the total net proceeds from their commercialisation, in particular in the form of licence fees or payment for the transfer of the right or benefits from rental or lease, and all the costs or losses incurred by the Institute in reference to this, in particular direct costs, costs of obtaining a patent and legal services.
- 12) The allocation of financial benefits may be each time defined separately under a separate

contract.

- 13) The Originator who is employed in the spin-off Company or become its shareholder in principle has no right to any benefits obtained from the commercialisation of the employee's results of intellectual work except the right to part of the profit of the company and the remuneration received in it.
- 14) In case of conducting commercialisation by the entities listed in Clause 6, the provisions of Clauses 9–11 shall apply respectively to the entities replacing the Institute.

§ 11

Rules of use of the employee's results of intellectual work by the Originators

- 1) The employee's results of intellectual work may be used by their Author solely for his scientific and didactic activities.
- 2) The Originator of the results referred to in Clause 1 must not, without the written consent of the director or of an authorised representative of the Institute, contract any liabilities to third parties in the scope of commercial use of the result of intellectual work, in particular by authorising the use of the result by way of licences, take part in any agreements concerning the commercialisation of the result, use it in the activities outside of the Institute.
- 3) On the ending of the employment relationship, the Originator of the results of intellectual work the rights to which are due for the Institute:
 - a) is obliged to provide the Institute with information about the results in his possession,
 - b) may not, without knowledge and consent of the Institute, use these results for commercial purposes,
 - c) should take into consideration the rights and interests of the Institute when using this results in further scientific activities.
- 4) The Originator of the invention the rights to which are due for the Institute pursuant to Article 6.1 has the right to list it in publications and any documents as the author and, in case of commercialisation of the solution, the right to the remuneration on the principles set out in Article 10.10.

§ 12

Joint provisions for employee's results of intellectual work

- 1) In exercising the rights to the employee's results of intellectual work, both the Institute and the Originator should ensure respect for the rights of the other party. The manifestation of this principle is done first of all by the appropriate editing of the contracts concluded with third parties, in which the interests of both Originators and the Institute should be properly secured.
- 2) The contracts for the execution of scientific and research works concluded with business entities must specify the party of the contract entitled to use the results of intellectual work, and the Institute has to be in the position of at least having the right to joint ownership of these results.
- 3) If the results of the work referred to in Clause 1 are originated during the execution of the work of a team in which, apart from the employees of the Institute, referred to in Article 1

Clauses 1 and 2, other persons are also participating, the head of the team is responsible for signing with these persons a contract reserving financial rights to the results of intellectual work for the benefit of the Institute.

- 4) The Director of the Institute or a person appointed by him regularly audits the rights to the results of intellectual works, to which the Institute has rights. The objective of the audit is, in particular, the determination of the income received from them by the Institute and establishing whether keeping the protection is profitable, as well as what kind of measures should be undertaken to facilitate their effective exploitation. If a decision is made as a result of the audit to resign of the commercial use of the rights to the employee's results of intellectual work, the Institute may, on the motion of the Originator, transfer these rights to him.
- 5) On the principles set out in Clause 4, the director of the Institute or a person appointed by him regularly audits spin-off Companies and the effective licence agreements. As a result of the audit, a decision may be made to initiate actions aimed at improvement of effectiveness of the exploitation of the rights to the results of intellectual work, a decision about withdrawing of the Institute from the participation in the company in the way compliant with the provisions of the law, or a decision about termination of the licence agreement.
- 6) In case of publication of foreign results of intellectual work in own work, the statement of their authors and source is necessary. Using Maureen tables, charts, photographs, or drawings, as well as larger parts of text, requires consent of the author or of his publisher.
- 7) The rights to the results of intellectual work achieved in reference to the execution of contracts for research projects concluded with the Minister competed for science matters or any other funding entity are governed by the internal contracts concluded between the head of the project and the Institute, and in case of execution of special projects, additionally contracts concluded with business entities and internal contracts concluded between the head of the project and the Institute. These contracts should include, in particular, provisions as regards the rights to publication of the result, its commercialisation and allocation of profits from this publication between the Originators of the result, the Institute, and another entity, if any.
- 8) The Institute, concluding contracts related to national or international practices or scholarships for the employees of the Institute, reserves the right to specify in the contracts the entity entitled to the results of intellectual work achieved during the practice or scholarship and the conditions of exercising of the rights to these results.
- 9) On the basis of the act on copyright and related rights and other general provisions of the law, the Institute supervises the protection of copyright and other rights that are the subject matter of these regulations, in particular by way of autonomous protection, entrusting protection with specialised organisation of collective management of copyright, filing civil law claims, reporting committing crimes with enforcement authorities or managing cases in private prosecution.

§ 13

Non-employee's results of intellectual work

- 1) The rights to non-employee's results of intellectual work, both personal and financial, are due in entirety for their Originators.
- 2) Each Originator of the non-employee's result of intellectual work may requested institution to provide him help in the management of this result. The Institute may provide paid or free help in eternal for part of the rights to the result. The parties are in each case obliged to sign the contract specifying their rights and duties, and in case of signing the contract on shared ownership with the result of intellectual work to specify the share of the parties in this right.
- 3) If the Originator of the non-employee's result of intellectual work has only part of the share in the global intellectual result whose remaining part is of employee's nature, he may transfer his share in the result of intellectual work to the Institute for use, transfer his right to the Institute to this, or conclude a contract on the shared right to the results of work.
- 4) In publishing non-employee's results of intellectual work, the publication must not be provided with the name or the brand of the Institute, unless the Director expresses written consent to it. The same principle applies in the commercial use of the non-employee's results of intellectual work.

§ 14

Final provisions

- 1) The provisions of the Regulations referring to the Originators of the results of intellectual works apply respectively to co-originators. The Co-originators of the result are obliged to agree the position in the matters related to them and to appoint an agent to represent their interests in relations with the Institute.
- 2) The decisions in the matters within the scope of the Regulations are made by the director on behalf of the Institute.
- 3) The director may authorised any other person to make the decision referred to in Clause 2.
- 4) Any violation of the provisions of these Regulations is in particular the violation of the employee's duties that are governed by the Labour Code (Article 100.2), with the consequences set out in the provisions of the act on the Polish Academy of Sciences and in the Labour Code.
- 5) The Regulations shall become effective as of

MODEL

OBLIGATIONS TO OBSERVE THE REGULATIONS OF USING THE RESULTS OF INTELLECTUAL WORK CREATED IN A SCIENTIFIC ENTITY

I, the undersigned, ___ [name and surname], represent hereby that having become acquainted with the contents of the “Regulations of Using the Results of Intellectual Work Created in the Institute of Systematics and Evolution of Animals of the Polish Academy of Sciences” of ___, I undertake to observe it on the principles set out for the Originators of the employee’s results of intellectual work.

For the Originator (name, surname, address)

Signature

Kraków, on

MODEL

REPRESENTATION OF ORIGINATORS OF EMPLOYEE’S INVENTION

We, the undersigned, represent unanimously that we are the sole Originators of the invention:

“ ___ ”,

described in detail in the document that constitutes the annex to this representation letter,

or

that is the subject matter of the patent application no ___,

and our share in its accomplishment has been specified in the following table: Originator (name, surname, address) share (%) entitled Institution

We represent at the same time that the above project was completed as a result of executing duties resulting from the employment relationship or any other contract, i.e. under the conditions set out in Article 11.3 of the act of 30 June 2000 on the intellectual property rights (Dz.U. 2001 nr 49 poz. 508) and the right to the invention design is due for the institutions stated in Column 3 of the above table. For the Originator (name, surname, address) signature

Author (name, surname, address) signature

Kraków, on