Appendix to Senate Ordinance No. 6/n/02/2023 of 22 February 2023.

Bylaws for the management of copyrights, related and industrial property rights and the principles of commercialization of the results of scientific activity at the Tadeusz Kosciuszko University of Technology.

 CHAPTER A.

 GENERAL PROVISIONS

 GOAL OF BYLAWS

§1

Having regard to ensuring proper protection of the results of the creative activity of PK employees, as well as creating conditions facilitating the acquisition of intellectual property rights covering the results of the creative activity of PK employees and clearly defining the rights and obligations for the protection and use of the intellectual property at PK, and increasing the benefits associated with the commercialization and use of intellectual property created by employees, students, doctoral students and PK, the hereby Bylaws shall be introduced.

§2

1. The hereby Bylaws have been developed under The Higher Education Act of July 20, 2018 (Journal of Laws from 2018, item 1668, as amended).
2. To all matters that are not provided for in the hereby Bylaws, relevant provisions of the following Acts shall apply:
	1. The Higher Education Act of July 20, 2018 (Journal of Laws from 2022, item 574, as amended),
	2. Act of February 4, 1994 on copyrights and the related rights (Journal of Laws from 2022, item 2509),
	3. Act of June 30, 2000 on industrial property law (Journal of Laws from 2021, item 324, as amended),
	4. Act of April 16, 1993 on combating unfair competition (Journal of Laws from 2022, item 1233),
	5. Act of July 27, 2001 on database protection (Journal of Laws from 2021, item 386),
	6. Act of April 23, 1964 on Civil Code (Journal of Laws for the year 2017, item 459, as amended),
	7. Act of June 26, 1974 on Labour Code (Journal of Laws from 2022, item 1510, as amended),
	8. Act of September 15, 2000 on Commercial Companies Code (Journal of Laws from 2017, item 1467, as amended).

# DEFINITIONS

§3

1. Any references hereinafter to the term “PK” in the hereby Bylaws shall be deemed to mean the Tadeusz Kosciuszko University of Technology in Krakow.
2. Any references hereinafter to the term ‘’CTT”in the hereby Bylaws shall be deemed to mean Technology Transfer Centre of PK.
3. Any references hereinafter to the term ‘’ZRPAT” in the hereby Bylaws shall be deemed to mean Patent Attorneys Office of PK.
4. Any references hereinafter to the term ‘’AIP” in the hereby Bylaws shall be deemed to mean Academic Business Incubator of PK.
5. Any references hereinafter to the term **’’Bylaws’’** shall be deemed to mean Bylaws for the management of copyrights, related rights and industrial property rights as well as the principles of commercialization of the results of scientific research works at the Tadeusz Kosciuszko University of Technology.
6. Any references hereinafter to the term results of the creative activity in the hereby Bylaws shall be deemed to mean **‘’Results’’** hereinafter referred to the following categories of results:
	1. works – in the sense of The Copyright and Related Rights Act of February 4, 1994, except science work,
	2. database *sui generis* – databases that do not have the character of a work, protected by rights under the Protection of Databases Act of July 27, 2001,
	3. inventive design – in the meaning of The Industrial Property Act of June 30, 2000,
	4. results of scientific work,
	5. know-how – having economic value, the results of intellectual work, which is a set of confidential information of a technical, technological or technical-organizational nature, not identifiable by technical analysis of the product,
	6. trademarks – in the sense of The Industrial Property Act of June 30, 2000.
7. **"Employee Results"** shall be deemed to mean the results obtained in the performance of their authors in the course of performing their work duties during their employment relationship with PK.
8. The results **"obtained with the Help of PK"** shall be deemed to mean other employment agreements results obtained as a result of work at least partially financed by PK funds, as well as those not financed by PK, for which the creation of organizational, technical, material or other factors by PK was one of the important and direct conditions for the creation of the result.
9. The term "**results, the property rights to which have been transferred to the PK**" shall be deemed to mean other employment agreements results to the extent that the PK has acquired their property rights.
10. Any references hereinafter to the term **“Creators”** shall be deemed to mean a person who created the result as well as all co-creators of the result unless it has been specified otherwise in the Bylaws.
11. Any references hereinafter to the term "**Direct Commercialization"** in the hereby Bylaws shall be deemed to mean the sale of the results of scientific works or disclosure for use of the know-how related to such r or disclosure for use of such results or the know-how, in particular under a license, lease or rental contract.
12. Any references hereinafter to the term **"Indirect Commercialization"** in the hereby Bylaws shall be deemed to mean the acquisition of shares or stocks in companies or takeover of subscription variants entitling to the takeover or coverage of shares in companies for the implementation or preparation for implementation of scientific work results or know-how related to these results.
13. Any references hereinafter to the term ‘**’Commercialization’’** in the hereby Bylaws shall be deemed to mean Direct or Indirect Commercialization.
14. Any references hereinafter to the term **"Costs Directly Related to Commercialization"** in the hereby Bylaws shall be deemed to mean external costs directly related to such Commercialization, which were incurred by the PK or the Special Purpose Vehicle after the decision to commercialize was made, in particular:
	1. cost of legal protection,
	2. cost of expert report,
	3. the cost of assessing the value of the object of Commercialization,
	4. Cost of administration fee.
15. Any references to the term ‘**’Special Purpose Vehicle’’** in the hereby Bylaws shall be deemed to mean the company registered by the Rector of PK with the approval of the Senate to conduct indirect commercialization of results.

**SUBJECTIVE SCOPE**

§4

1. The Bylaws shall apply to persons related to the employment relationship of PK, and compliance with them is part of the employee's duties.
2. The Bylaws shall also apply to other persons participating in scientific, research, development or teaching work carried out at PK under an agreement concluded with them on participation in such work and transfer of rights to the Results of such work to PK.
3. Co-authors of the result shall agree on their position in matters concerning them and appoint an attorney to represent their interests before the PK.

**OBJECTIVE SCOPE**

§5

1. The provisions of the Bylaws shall apply to Employee Performance.
2. The Results of non-employee performance results obtained with the help of the PK or to which property rights have been transferred to the PK shall be subject matter to the provisions on Employee Results, respectively, unless the Bylaws provide otherwise.
3. Decisions, on cases of acceptance of non-employee performance results offered to PK, shall be made by Vice-Rector for Science, at the same time setting the conditions for such approval.
4. The Vice-Rector for Science shall consult with the relevant units of PK before making a decision as provided for in sec. 3.

#  CHAPTER B

#  EMPLOYEE RESULTS

**COMMON PROVISIONS**

§6

1. The author of the Employee Result shall immediately notify the ZRPAT of the creation of the result according to the procedure set out in §20.
2. For the duration of the rights to the PK result, the author shall require to:
	1. undertake necessary steps to keep Results and the know-how related to these Results confidential,
	2. transfer to the PK all information in its possession, the works together with the ownership of the media on which the works were recorded and the technical experience needed for commercialization,
	3. refrain from conducting any activities aimed at implementing the results,
	4. cooperation in the process of commercialization, including in proceedings to obtain exclusive rights, in particular through granting information concerning the outcome pursuant to the request submitted by ZRPAT or CTT in the timeframe designated by these organs.
3. In the case of results made by authors from different units of the PK, these units shall determine between themselves the percentage share of the result and indicate the leading unit. Any communications regarding the result are directed to the leading unit.

§7

1. Should PK obtain funds from the use of its Property Rights to Employee Results or from allowing the exploitation of these Results by third parties, It shall be obliged, if the agreement with the author does not provide otherwise, to pay accrued remuneration according to sec. 2.
2. The funds obtained from Commercialization by PK shall be divided according to the following terms and conditions:
	1. The author - 60% of the value of the funds obtained by PK from the Direct Commercialization, reduced by no more than 25% of the costs directly related to this Commercialization, which PK or the SPV incurred, or 60% of the value of the funds obtained by the SPV following the given Indirect Commercialization, reduced by no more than 25% of the costs Directly related to this Commercialization, which were incurred by the university or the SPV,
	2. PK organizational units in which the result was made - 25% of the funds as provided for in 1.1., less the cost of obtaining them,
	3. PK Technology Transfer Centre - 15% of the funds as provided for in sec. 1., less the cost of obtaining them.
3. Costs directly related to Commercialization and any other costs of obtaining funds as provided for in sec. 2. And sec. 3 shall be determined in the benefits sheet pursuant to the register maintained by the unit, whereby the result was obtained by the leading entity as specified in §6 sec. 3 and agreed with the Bursar.
4. The detailed procedure in matters related to the settlement of benefits obtained by the PK, as set out in §7 sec. 2., is specified in Appendix No. 1 to the hereby Bylaws.

§8.

1. Rights to results occurring as part of realization of projects financed or co-financed by external entities shall be regulated by the principles of granting financing and grant agreements constituting the basis for conducting scientific activity in the framework of which such results were formed as well as cooperation agreement with these entities and agreements concluded between PK and project manager and contractors.
2. Rights to results obtained as a result of carrying out scientific activity jointly with external entities shall be regulated by cooperation agreements with these entities.
3. PK concludes agreements which provide it with adequate rights to results in situations in which it is likely for the entity establishing an employment relationship with PK or a civil law relationship with PK using PK assistance to create a result.
4. In cases specified in sec. 1-3 the organizational unit head – and in case of a research team – head of this team – shall be responsible for initiating and coordinating the conclusion of the relevant agreement.
5. Prior to concluding agreements specified in sec. 1-3 the person representing PK is obliged to request a written opinion from ZRPAT and CTT concerning issues of intellectual property. For this purpose the organizational unit head or research team manager submits to CTT PK an information concerning projects, collaborations or assistance as specified in sec. 1-3 within the minimum of 14 days prior to the planned conclusion of agreements.

§9.

1. The PK employee shall require recording the results of their work on media owned by PK.
2. The PK shall have the rights to the media on which the Employee's Results are recorded, as well as to the material objects created in connection with the performance of tasks under the employee's duties or the execution of another agreement, and with the assistance of the PK, if such assistance has significantly contributed to the creation of such objects.
3. An employee of the PK, at the request of the PK, in particular for the exclusive rights protection or commercialization of the result, shall release the media on which they recorded the results of the work carried out.
4. At the latest upon, termination of the employment relationship or performance of the contract, the author of the employee result shall hand over to the PK the information in his possession concerning the result and all its carriers.

§10.

1. If a third party who is not a PK employee desires to use PK resources, it is necessary to conclude an appropriate agreement between PK and the third party defining the terms and conditions of the use of PK resources.
2. The resources as provided for in sec. 1. may include, in particular, research equipment, real estate, real and personal property, including results, the rights held by PK, and information constituting PK's secret (PK know-how).
3. The agreement as provided for in sec. 1., shall respect the internal normative acts of PK in this subject matter, in particular, the Bylaws for the use of research infrastructure of PK and the established provisions of the lease without a right or lease with a right to profits of real and personal property owned by PK.
4. The agreement as provided for in sec. 1, should schedule the right of the PK to use the results created as the result of the use of PK resources or the partial or complete acquisition of rights to them by the PK. The derogation from the rule provided for in the preceding sentence is possible only in particularly justified cases.
5. The provisions of agreement specified in sec. 4 regulating the rights to results created as a result of the use of PK resources ought to be opinionated by CTT PK. For this purpose the organizational unit head submits to CTT PK information on the planned use of the PK resource by a third party within 14 days from the planned disclosure of resources.
6. All persons acquainted with information constituting the PK secret shall be obliged to make a prior written declaration of confidentiality - on a relevant printed form available in the Information Service for PK Employees.

§11.

The author shall include the name of the university next to his name: "Tadeusz Kosciuszko Krakow University of Technology" when they spread the work result. PK may waive this right under the decision of the Vice-Rector for Science.

§12.

1. In the absence of PK's interest in continuing commercialization or maintaining the protection of the exclusive rights of the result, the Vice-Rector for Science may - based on an application submitted by the author - decide to transfer them to the author for a fee or free of charge.
2. The Right Transfer Agreement as provided for in sec. 1. may reserve the obligation of the creator to indicate the information that: "The dissolution was made at Tadeusz Kosciuszko Krakow University of Technology".
3. The basis for filing by the author of an application for the transfer to him of the property rights to employee performance result, referred to in sec. 1., is a written decision of the dean of the faculty or the Vice-Rector for Science, as specified in sec. 5 or a decision of the head of an organizational unit on recognition the lack of usefulness of the result for PK.
4. The Vice-Rector for Science, within one month of receipt of the author's application, decides on matters of transferring to the author the property rights to the result of the work, which PK is not interested in attempting to commercialize or use.
5. PK may resign from continuing the result protection by the sole property right, in particular, as a result of non-submission by subsequent periodical fee for the maintenance of the right in case when the unit hear or the head of the leading unit notes lack of benefits to PK stemming from maintaining protection stemming from exclusive rights to the result. In such a case the unit head or the leading unit head directs an application to CTT PK for granting an opinion on the validity of maintaining legal protection over the result. In case CTT recommends ceasing the maintenance of result protection, the faculty dean to which the given unit belongs may undertake a decision on ceasing maintenance of the result protection. In case when CTT recommends maintaining the protection stemming from exclusive rights to the result the decision concerning ceasing result protection maintenance may be undertaken by the Vice-Rector for Science.

# SPECIFIC PROVISIONS

***PART 1***

# WORKS

§13

The head of the organizational unit in which the Employee Performance Result that is a Work has been established shall be entitled to make decisions on the adoption of the Work on behalf of PK.

§14.

In agreements between the author and the PK, the scope of property rights acquired by the PK shall be specified, at the latest, upon acceptance of the created Work.

***PART 2***

**SCIENTIFIC WORKS**

§15.

If the result contained in an employee's scientific Work belongs to the PK in accordance with an Act or Agreement, the author of such an employee's Work may not, without the consent of the PK, make public the information contained in the Work if this would cause a risk that the PK would lose its ability to protect the result contained in the Work legally

§16.

Agreements concluded with persons connected with PK in an employment relationship, in the subject matter of a scientific work, should grant PK the right to use a scientific Work for research or teaching purposes without compensation to the authors.

§17.

1. PK shall be entitled to priority right in publishing PK employee’s scientific work if that employee created the work as a result of performing duties stemming from labour relationship unless otherwise specified in the employment contract.
2. If a scientific Work is to be published by the PK Publishing House. Publication and spreading shall set out in terms and conditions determined in each case in the Publishing Agreement, which shall be concluded between the PK and the author of the work no later than within six months of the scientific Work's delivery by the author.
3. Publication Agreements are conducted by the PK Publishing House.
4. Spreading of electronic versions of scientific Works is carried out in the Repository of PK.

***PART 3***

**PROVISIONS FOR RESULTS OBTAINED IN CONNECTION WITH TEACHING ACTIVITIES**

§18.

1. Prior to the commencement of the diploma thesis or doctoral dissertation performed with the assistance of PK, the supervisor should assess the appropriateness of concluding an agreement with the student or Ph.D. student, transferring to PK the property rights to the results made with the assistance of PK in the course of this work, under the terms and conditions set out in the Bylaws.
2. The provision of sec. 1 shall apply respectively with regards to scientific works conducted as part of the university scientific club by its member as well as in project groups under FutureLab.
3. Agreements concluded by PK with entrepreneurs whose knowledge or potential is used in the performance of students' thesis or doctoral dissertations or in case of results obtained under FutureLab project groups shall indicate the owner or co-owner of the property rights to the results generated in the performance of such work and include regulations respecting other rights due to PK and the entrepreneur.
4. In case of student or doctoral student’s engagement in the realization of a research project, the agreement concluded with such student or doctoral student concerning realization of tasks in the framework of this project ought to contain the provisions on the transfer of rights to results obtained as a result of realization of such tasks.
5. An academic teacher employed in a group of didactic employees prior to commencing scientific activity with the use of PK resources submits information to the PK organizational unit head. Organizational unit head supervises the process of concluding an adequate agreement between PK and academic teacher employed in a group of didactic employees which ought to encompass total or partial acquisition by PK of rights to results occurring as a result of the use of PK resources or the right to use such resources by PK.
6. Within agreements specified in sec. 1-5 provisions of §10 of the Bylaws are applicable, respectively. Prior to concluding agreements specified in sec. 1-5 the person representing PK is obliged to obtain a written position of ZRPAT on issues concerning intellectual property. Provisions of §7 apply, respectively.

# CHAPTER C

 **PROCEEDING IN PROTECTION OF RESULTS**

**COMMON PROVISIONS**

§19.

1. The right to request non-disclosure of authorship of the result shall not apply to invention projects submitted for protection by exclusive right.
2. Only results that treat the terms and conditions specified in 1.6.5. of the Bylaws.
3. In order to obtain for the dissolution constituting PK know-how of the treating of exclusive rights, it is necessary to make a prior decision by the Vice-Rector for Science on the waiver of the secret.

§20.

1. The author shall immediately notify the PK of the creation of the result by submitting complete documentation of the notification of the result to the ZRPAT. The author, along with the notification or within 14 days from the date of providing information to the PK about the results and related know-how, may submit to the CTT, in writing, a representation of interest in the transfer of rights to these results and related know-how.
2. The documentation required to be submitted to ZRPAT for proper reporting of the creation of the result to the PK shall include the following:
	1. the form "Information on the results performed at PK," available on the Information Service for PK employees, including a table of the distribution of creative shares, a representation of the head of the author's organizational unit and the dean of the author's department,
	2. Definition of the result including:
		1. for invention projects: substantive description of the result,
		2. for trademarks: a list of the goods and services for which the mark is intended; and for trademarks other than word marks, in addition, a graphic representation of the claimed mark,
		3. for other results, including works - abstract, description, summary or graphic representation.
3. ZRPAT shall conduct registration of the result and within three working days from obtaining it shall pass the documents specified in sec. 2 onto CTT. CTT shall maintain a central register of all results reported on the PK.
4. ZRPAT shall maintain a register of invention projects, registered in the Central Register of CTT, in which only those results are entered which are invention projects or trademarks within the meaning of the Industrial Property Act, which the PK desires to protect by obtaining industrial property rights. The ZRPAT register is annotated with information regarding, among other things, the method of protection and the course of proceedings before The Patent Office of Republic of Poland.
5. The substantive description of the result, being an invention project, referred to in 1.2.3. shall include at least:
	1. indication and discussion of the current state of the art cited by the author relating to the reported result,
	2. indication of the disadvantages of the existing state of the art, the purpose and the assumed technical effect that is intended to be achieved with the reported result,
	3. a detailed description of the result with disclosure of its essence and practical examples of implementation, enabling understanding of the essence of the result, and information on the beneficial effects of the application of the result,
	4. drawings, structural formulas, diagrams, charts, etc., which help understand the description, and, if necessary, other materials that illustrate the essence of the result and the possibility of its application in practice.
6. The detailed manual for the preparation of the description of results that are invention projects is attached as Appendix No. 2 to the Bylaws.
7. Disclosure of information in respect of the result to which PK shall have or may have rights may be made only with the consent of PK. Agreements entered into by PK arising from or relating to the results must provide for an obligation of confidentiality on the part of the parties, in particular, if the disclosure of the results would hinder their legal protection and further commercialization.
8. The author, by the decision of the Vice-Rector for Science, may be exempted from the Commission for Intellectual Property, provided that they submit to the Vice-Rector for Science a written statement on securing external funding to obtain legal protection of the result for the benefit of PK. This shall not exempt the author from the obligation to submit complete documentation constituting the application of the result, as provided for in 1.2.

§21.

1. The CTT shall organize a meeting of the Commission for Intellectual Property convened by the Vice-Rector for Science after registering the result that is an invention project or know-how.
2. The meeting of the Commission for Intellectual Property shall be held no earlier than 7 working days and no later than one month after the registration of the result with the CTT. Other than the holiday months (July-August), in which the deadline may be extended.
3. The CTT shall provide the members of the Commission for Intellectual Property with copies of the result submission documentation, and in the case of the result, that is a trademark, the CTT shall provide ZRPAT with a copy of the result submission documentation.
4. Any matters relating to meetings of the CTT Commission for Intellectual Property shall be determined in consultation with the Vice-Rector for Science and the head of ZRPAT.
5. At the joint request of the Head of CTT and the Head of ZRPAT, the Vice-Rector for Science may decide on the legal form of protection of the result or call on the author of the result to complete its documentation without holding a meeting of the Commission for Intellectual Property.
6. The decision of the Vice-Rector for Science, referred to in sec. 5., shall be immediately transmitted to the author, the head of the organizational unit in which the evaluated result was created, CTT and ZRPAT.

# Commission for Intellectual Property

§22.

1. The evaluation of the result, registered in CTT as an invention project or know-how, is performed at meetings of the Commission for Intellectual Property.
2. The Commission for Intellectual Property shall be composed of:
	1. vice Rector for Science - chairman,
	2. head of the organizational unit in which the assessed result was created or his deputy,
	3. patent agent or patent trainee designated by ZRPAT manager,
	4. the representative of CTT,
	5. if necessary, a legal counsellor, a representative of the SPV, representatives of AIP and relevant experts from PK appointed by the Vice-Rector for Science, as well as invited persons from outside the university.
3. Persons sitting on the Commission for Intellectual Property, excluding patent agents and legal counsels employed at PK or acting on behalf and for the benefit of PK and employees of the Team for CTT Commercialization, shall file each time the "Obligation to keep confidential the information constituting the confidential know-how of Krakow University of Technology" in a form of printed version placed in the Information Service of PK Employees, as to any information of which they became aware in connection with the work of the Commission for Intellectual Property.
4. The immediate superior of the author shall allow him to participate in the meeting and present the submitted result to the Commission for Intellectual Property.
5. Subject to sec. 6 and 8., on the basis of the evaluation of the result, after hearing the author and consulting the members of the Technical Team, the Vice-Rector for Science shall decide on the form of the legal protection of the result.
6. Pursuant to the consent of the Vice-Rector for Science the meeting of the Commission for Intellectual Property may be held without his participation. In such case the CTT representative shall chair the meeting of the Commission. Vice-Rector for Science shall undertake a decision concerning legal protection of the result pursuant to written opinions of all Commission members.
7. Should the Vice-Rector for Science make the decision on commercialization, it shall be provided to the ZRPAT, CTT, the Special-Purpose Vehicle, and the officer of the organizational unit indicated in Appendix No. 2, where the result was created.
8. The decision on the form of the legal protection of the result being a trademark shall be made by the Vice-Rector for Science under the written opinions of the CTT and ZRPAT presented within 14 working days from the date of filing the result with the CTT.
9. The decision of the Vice-Rector for Science, referred to in sec. 7., shall be immediately transmitted to CTT and ZRPAT.

§23.

1. The head of the organizational unit, in which the result was created, and other persons, appointed under the specificity of the solution by the Vice-Rector for Science evaluate: the level of innovation, the usefulness of the result at PK, the industrial applicability and desirability of protection and the possibility of commercialization from the point of view of market demand.
2. The appointed Patent Agent of PK, according to a preliminary survey of the state of the art in the patent literature, prepares for the Vice-Rector for Science information on novelty, inventive step, completeness of presentation of the applied result and the possibility of obtaining legal protection for it, at the same time recommending a specific form of protection given the planned commercialization.
3. The representative of the CTT shall prepare recommendations for the Vice-Rector for Science on the level of commercial attractiveness of the result.
4. The author or co-author, appointed by the other authors, prepares a brief presentation for the Commission for Intellectual Property summarizing the essence of the result, as well as outlining its advantages and the benefits that PK can achieve through its commercialization.
5. The solution's analysis, information and presentation, referred to in sec. 1. to sec. 4., shall be completed for presentation at the meeting of the Technical Team.
6. The CTT shall inform the members of the Commission for Intellectual Property of the dates of the meetings, at least 14 days in advance.

§24.

1. In the event that the author files with the CTT a declaration of interest in the transfer of rights to the submitted result and related know-how, in respect of which a decision on non-commercialization is made, or a period of three months from the date of filing this declaration, the employee who is the author, the PK shall make an offer to conclude an unconditional and payable transfer of rights agreement to this result of scientific activity and know-how related to this result, including information, works along with the ownership of carriers on which these works were recorded, and technical experience.
2. The offer shall be presented to the employee within thirty days of the PK decision on non-commercialization or after the ineffective expiration of the period referred to in sec. 1.
3. The agreement, referred to in sec. 1., shall be concluded in writing, under the pain of nullity.
4. The remuneration entitled to the PK for the transfer of rights, referred to in sec. 1., is 5% of the average monthly compensation for work in the national economy in the previous year, as announced by the President of the Central Statistical Office.
5. In the case of commercialization carried out by the author, PK is entitled to 25% of the value of the funds obtained by the author from the commercialization, reduced by no more than 25% of the costs directly related to this commercialization, which the employee incurred.
6. After obtaining the benefits referred to in sec. 5., the author shall immediately inform the CTT, providing all documents necessary for the settlement of accounts in accordance with sec. 5.
7. The CTT shall distribute the PK benefits, referred to sec. 5. according to the following percentages:
	1. the organizational unit of the PK in which the scientific and technical solution was made - 60%,
	2. Technology Transfer Centre of PK - 40%.

**PROCEDURE TOWARD LEGAL PROTECTION OF RESULTS MEETING THE STATUTORY CRITERIA OF INVENTION PROJECTS**

A procedure aimed at providing legal protection for the results that meet the statutory requirements criteria for invention projects

§25

1. All formal and legal matters related to obtaining and maintaining protection under exclusive rights, and pursuing claims in the event of their infringement, are handled by PK, subject to the provisions of §32, ZRPAT, through an appointed patent attorney.
2. The activities referred to in sec. 1 shall be performed by a patent attorney on behalf of PK on the basis of a power of attorney granted to him by the Rector.
3. During the proceedings before the Patent Office of the Republic of Poland, the competent patent attorney of the PK, with the help of a representative of the inventors, develops the documentation required by the Patent Office of the Republic of Poland and makes the necessary changes to it.

§26

1. If, during the preparation of the application documentation, the newly discovered facts show the inability to obtain an exclusive right, the competent patent attorney, after verbally providing the justification to the representative of the creators, presents the Vice-Rector for Science and the head of the organizational unit with an opinion on the revealed obstacles.
2. In a situation of disclosing obstacles to obtaining the exclusive right during the preparation of the application documentation, the head of the organizational unit, CTT or the president of the special purpose vehicle may submit a justified request to the Vice-Rector for Science
3. repeal of the previous decision to protect the result in the Patent Office of the Republic of Poland
4. issuance of a new decision on covering the result with protection as PK know-how or on the lack of purposefulness of protecting the solution
5. A new decision in the case referred to in sec. 2 should be taken at the next meeting of the Commission for Intellectual Property.
6. In the situation referred to in par. 2, the application from the Patent Office of the Republic of Poland is withdrawn.
7. Subject to sec. 5, stamp duty, attorney's fees, official fees related to the application and conduct of the application procedure for obtaining an exclusive right and all official fees required to maintain the right on the date of the decision on granting protection becoming final, as well as the fee for the publication of the granted exclusive right related to the proceedings before the Patent Office of the Republic of Poland are covered from the funds at the disposal of the Vice-Rector for Science.
8. The costs of maintaining the law in force for successive periods of protection shall be borne by the PK organizational units in which the termination was made. Information about the need to pay another periodic fee is sent to the lead entity, CTT and the PK special purpose vehicle at least 30 days in advance before the deadline for its payment. A copy of the letter confirming the payment of the periodic fee is submitted by the leading unit to ZRAPT and CTT within 7 days of its payment.
9. All costs related to the exercise of the exclusive rights of PK, and in particular the pursuit of claims for infringement, are covered from the funds at the disposal of the Vice-Rector for Science.
10. All costs related to the protection of the result outside the Republic of Poland are covered from the funds at the disposal of the Vice-Rector for Science and the head of the organizational unit of the creators in the proportion determined each time by the Vice-Rector for Science.
11. In the case of results being trademarks, stamp duty, attorney's fees, official fees related to the application and conduct of the application procedure for obtaining an exclusive right, and all official fees required to maintain the right on the date of the decision on granting protection becoming final, as well as the fee for the publication of granted to the exclusive right, are covered from the funds of the organizational unit applying for protection.
12. At the justified request of the head of the organizational unit applying for protection of the result being a trademark, the Vice-Rector for Science may recognize the trademark as serving the interest of the entire PK.
13. In the case referred to in sec. 6 the costs indicated in sec. 5 are covered from the funds at the disposal of the Vice-Rector for Science.

Secrecy of information about invention projects

§28

1. Employees of PK, including authors who have access to information about a solution submitted for protection in the Patent Office of the Republic of Poland, are obliged not to disclose this information, at least until the date of submitting the application by PK to the Patent Office of the Republic of Poland.
2. If the interest of PK so requires, the persons referred to in sec. 1, are obliged, on the order of the Vice-Rector for Science, not to disclose the information referred to in sec. 1 until the date of publication by the Patent Office of the Republic of Poland of the announcement of the application.
3. The principles set out in sec. 1 and sec. 2 shall apply accordingly to information on new solutions contained in the works referred to in § 15 of the Bylaws.
4. The obligation referred to in sec. 1 and sec. 2, also applies to solutions made on PK as part of the implementation of contracts, according to which PK is not entitled to the result.

The procedure of granting protection for recognizing the solution as PK's know-how

§29

1. If the Vice-Rector for Science considers it advisable to protect the result as PK know-how, the CTT shall provide a copy of the decision referred to in § 22 sec. 5 to the dean of the faculty where the result was created.
2. Subject to sec. 3, the period of keeping PK's know-how secret is 10 years.
3. In a situation justified by the economic interest of the PK, the period of keeping PK know-how secret may be extended by the decision of the Vice-Rector for Science at the request of the CTT Director or the head of the organizational unit.
4. CTT informs the creators of the result, the head of the organizational unit and the dean of the faculty where the result was created about the details of the procedure resulting from the decision of the Vice-Rector for Science to recognize the result as confidential PK know-how.
5. In the case of a decision by the Vice-Rector for Science to recognize the result as PK know-how, CTT is obliged to ensure technical and organizational conditions that allow to protect the confidentiality of the result, in particular by:
6. commitment of the head of the organizational unit that after the completion of scientific research or development work, he will liquidate in the organizational unit tangible and electronic carriers revealing the essence of the result recognized as PK know-how,
7. obliging the head of the organizational unit to supervise the submission by all persons knowing the essence of the result considered KK know-how of a written commitment to secrecy - on the relevant form placed in the Information Service for PK Employees, and submitting them to the CTT to be attached to the documentation of the application,
8. storing a copy of the carrier containing a description of the result considered PK know-how, in conditions of inaccessibility to third parties, with supervised and registered access only for employees obliged to keep secret.
9. In the case of completion of work on a result recognized as PK know-how, the head of the organizational unit shall provide the CTT with a written confirmation of the liquidation of all tangible and electronic carriers revealing the essence of the result.

§30

1. A solution which has been recognized as PK know-how may be subject to a new decision as to the initiation of the procedure for its protection by virtue of obtaining exclusive rights at the request of the Director of the CTT, ZRPAT or the head of the organizational unit in which the solution was created .
2. In the case of a new decision referred to in sec. 1, about the protection of the result by submitting a solution constituting PK know-how to the Patent Office of the Republic of Poland, ZRPAT shall immediately receive from CTT all substantive appendix regarding the result, necessary to start the notification procedure.

 Detailed provisions concerning inventive projects

§31

1. Changes concerning the method or scope of protection of the solution shall be immediately notified in writing to ZRPAT.
2. All matters related to the conclusion of contracts for the exercise of PK's rights to industrial property objects and know-how of PK and their commercialization require a written opinion from ZRPAT concerning intellectual property and the Team of Legal Advisers of PK in the remaining scope.
3. Provisions concerning proceedings before the Patent Office of the Republic of Poland shall apply accordingly to proceedings for the protection of industrial property rights outside the territory of the Republic of Poland unless the Bylaws provide otherwise.

Realization of protection of solutions through third parties

§32

1. Protection of solutions through third parties does not exclude the obligations of authors and other PK units specified in §20 and §21.
2. If the protection under the industrial property right is provided to PK by an entity co-authorized to the exclusive right, the head of the appropriate PK organizational unit is obliged to ensure cooperation of the co-authorized entity with ZRPAT in the scope of ongoing delivery of copies of all documents regarding the application of an inventive project to the co-authorized entity and the ongoing patent proceedings.
3. In the cases referred to in sec. 1, to the costs of proceedings and official fees in the part provided for PK, the provisions of §27 shall apply accordingly.
4. In a situation where the proceedings regarding the protection of property rights are carried out for PK by a selected external entity that is a patent attorney, the scope of work entrusted to it in the PK patent service agreement should include at least the full application procedure - from the preparation of the application and conducting the procedure, to the final decision Patent Office of the Republic of Poland or other authority international. Provisions of §25 sec. 2 shall apply accordingly.
5. The main criterion for the selection of a patent attorney referred to in sec. 4 is his industry education and knowledge of the field of technology for which the patent application is pending refers to.
6. The patent service agreement referred to in sec. 4 should provide for an obligation cooperation with ZRPAT in the field of current information on the status of the proceedings and providing copies of all documents relating to the proceedings. Sample agreement with the patent attorney is available in the Information Service for PK Employees.
7. Before concluding the contract referred to in sec. 4, it is necessary to consult ZRPAT as to the compliance of its scope with the requirements set out in the Bylaws.
8. The costs of patent services and the costs of proceedings conducted in accordance with the procedure specified in sec. 4 shall be borne entirely by the organizational unit interested in protection. To charges official regulations, the provisions of §27 shall apply accordingly.

CHAPTER D

COMMERCIALIZATION OF RESULTS

The role of the Technology Transfer Centre and the special purpose vehicle

§33

1. Commercialization of the results is carried out in PK by way of direct commercialization or indirect.
2. All matters related to the creation, acquisition of shares and functioning companies, PK performs through a special purpose vehicle.
3. Subject to sec. 6, all matters related to direct commercialization are conducted and coordinates the CTT.
4. The special purpose vehicle manages all matters related to the indirect commercialization of the results, to which the rights belong to PK.
5. Before contributing the result in kind to the special purpose vehicle, the PK performs its valuation carried out in accordance with applicable provisions.
6. The rector of the PK may entrust the ordinance of rights to industrial property to the result in terms of its direct commercialization to a special purpose vehicle by way of an agreement.
7. The agreement referred to in sec. 6 must be reviewed, prior to its conclusion, by ZRPAT, CTT and the Team of Legal Counsels of the PK.

§34

1. Decision on the choice of direct or indirect commercialization and on conclusion the agreement referred to in § 33 sec. 6 for each result submitted for commercialization is taken by the Vice-Rector for Science, after consulting the CTT Director and the president of the special purpose vehicle.
2. At the justified request of the CTT Director or the president of the special purpose vehicle, the decision referred to in sec. 1 may be changed by the Vice-Rector for Science.

§35

1. All works related to the commercialization of scientific works are conducted and coordinated by the PK Publishing House on the terms set out in the organizational bylaws approved by the PK Rector.
2. The PK Publishing House registers all scientific works in accordance with the concluded publishing contracts.

§36

1. In the situation of initiation of the process of commercialization of the result, its creators, manager organizational unit heads of areas or research topics and direct superiors of authors are obliged to cooperate with CTT and in cases specified in in §33 sec. 4 or sec. 6 with special purpose vehicle in this scope, in particular through granting information concerning the result and preparation of materials at the request of CTT or a special purpose company within the term designated by these entities and participation in meetings with a party interested in result implementation.
2. Heads of organizational units, heads of areas or research topics and direct superiors of the authors, are obliged to provide the authors of the commercialized result with organizational and administrative conditions for direct participation in the commercialization and to encourage direct cooperation within working hours with the relevant units and interested economic entities.
3. All persons participating in the process of commercialization of the result are obliged to keep all information regarding this process confidential.
4. The commercialization process must take into account all circumstances affecting obtaining the exclusive right to the result for PK.

§37

1. The creators of the results for which the commercialization process has started have the right to inspect the progress of work and the right to participate directly in the work related to commercialization.
2. The creator is obliged to keep secret all information he has obtained in connection with the insight into the progress of work or participation in the work on the commercialization of the result.

§38

An opinion of ZRPAT and CTT is required when concluding agreements on making the result available to third parties.

§39

1. CTT in cooperation with units subordinated to the bursar and ZRPAT, according to the rules specified in the Bylaws, conducts and supervises the settlement and distribution of benefits resulting from concluded license agreements or the sale of rights.

2. In the situation specified in § 33 sec. 4 and sec. 6, the special purpose vehicle is obliged to transfer, upon request, the PK units indicated in sec. 1, documentation necessary for the settlement and distribution of benefits resulting from direct or indirect commercialization.

CHAPTER E

FINAL PROVISION

§40

All matters and disputes will be resolved by the Rector of the PK, after prior consultation with the relevant PK units.

§41

In matters relating to intellectual property not regulated herein of the Bylaws, decisions on behalf of the PK are made by the Vice-Rector for Science.

§42

Infringement of the provisions of herein Bylaws is tantamount to a breach employee obligations.

APPENDICES TO THE BYLAWS

Appendix No 1.

Instruction for conducting proceedings in matters related to the settlement of benefits obtained by the Tadeusz Kościuszko Cracow University of Technology from employee results of intellectual work including invention projects and PK know-how”;

"Instruction for preparing a description of a solution reported as a result being an inventive project";

Appendix No 2.

Appendix no. 1

**Instruction for conducting proceedings in matters related to the settlement of benefits obtained by the Cracow University of Technology of the Tadeusz Kościuszko from employee results of intellectual work including invention projects and know-how of PK.**

1. The basis for obtaining benefits by the PK from employee results of intellectual work, including inventive projects and know-how of PK, referred to in § 7 of the Bylaws for the ordinance of copyright, related rights, industrial property rights and the rules for the commercialization of research and development work results at the Cracow University of Technology of the Tadeusz Kościuszko, hereinafter referred to as the Bylaws, is:
2. granting permission (licence) for the use of the result by a third party (external entity),
3. transfer in whole or in part of PK's right to the result to a third party (external entity),
4. compensation for infringement of PK's right to the result by a third party,
5. PK's share in the benefits obtained by a third party jointly entitled to the result (under the conditions of statutory or contractual joint ownership),
6. other paid legal action,
7. application (material realization) of the result by the organizational unit of the PK, if the PK obtains revenues from third parties (external entities)
8. To non-employee results obtained with the help of PK constituting invention projects or results to which property rights have been transferred to the PK, the provisions on employee results shall apply accordingly.
9. Third parties who, under the Act or the concluded contract, are co-authorized with the PK to the result, are also co-entitled to participate in the benefits obtained by the PK from such a joint result.
10. Invoices for the benefits due to PK or participation of PK in the benefits of third parties and for the participation of third parties in the benefits of PK from property rights on employee intellectual work results specified in the Bylaws are issued by authorized CTT employees and submitted to the Bursary (Bursary means units subordinate to the Bursar performing tasks in accordance with the scope specified in the Organizational Bylaws of the PK Administration).
11. CTT keeps records of the inflow of funds from the sale and the costs of the above-mentioned benefits from the rights on the basis of PK's property information and draws up a Benefit Sharing Sheet.
12. The bursary records the inflow of funds and income for the benefits obtained. The acquisition costs associated with these revenues are booked on the basis of the benefits sharing sheet, with the division into contract.
13. The sheet is approved by the Vice-Rector for Science and the Bursar/Deputy Bursar
14. The approved Sheet is the basis for distributing the funds indicated in the Sheet. The original benefit sharing Sheet is kept and archived by the CTT.
15. Based on the approved Sheet, an authorized CTT employee prepares applications for settlements for the Bursar, according to the templates applicable at the PK:
16. with third parties (external units), provided that they are entitled to a share in the benefits obtained by the PK from a given employee result (invoice received from the external unit,
17. with the PK organizational units referred to in § 7 sec. 2 of the Bylaws (accounting note).
18. Payments of remuneration for the creators of employee intellectual work results are made on the basis of: the "Agreement on remuneration for the creator/s" concluded with each creator and the benefits sharing Sheet.
19. An essential element of the "Agreement on remuneration for the creator/s" is the creator's personal data sheet.
20. Agreements on the remuneration of creators are prepared and then coordinated by an employee dealing with matters of agreements in the field of intellectual property at CTT PK.
21. The CTT PK employee referred to in sec. 12 of this manual, within 5 days after the conclusion of the "Agreement on remuneration for the creator/creators", he submits it together with the attachment to the Human and Social Affairs Department for registration in the HMS system. The original of the contract is stored and archived by DSOiS.
22. On the basis of the approved Sheet and Agreements on remuneration for the creator(s), CTT prepares for the Bursar an "Order for payment of remuneration for the creator(s) of the invention project/know-how PK" (hereinafter referred to as: Payment Order), which contains a list of creators of a given employee the result, the gross amount of remuneration due to individual creators and indicates the formal and legal basis for payment of remuneration.
23. In the case of benefits obtained by PK on a regular basis, based on the same legal relationship, an employee of CTT PK prepares a Statement on remuneration for the creator based on the information indicated in sec. 14 documents.
24. Applications for settlements with external units, internal units, Payment order and Statement regarding the creator's remuneration are approved by the Vice-Rector for Science and the Bursar/Deputy Bursar of the PK.
25. After approval of the Payment Order, the CTT employee forwards it to the Payroll Department. In the cases referred to in sec. 15, the CTT employee delivers to the creator a Statement on the creator's remuneration, in the manner set out in the Agreement.
26. The measures due to PK organizational units for participation in the distribution of PK benefits from the employee result are booked in accordance with the approved benefits distribution sheet.
27. Payment of remuneration for the creators of the employee's result is made on the dates of payment of civil law contracts for PK (i.e. on the 5th, 15th or 25th day of the month).
28. The measures due to PK organizational units due to participation in the distribution of PK benefits from the employee result may be spent by them at any time.

PK ref. no.

# BENEFITS DIVISION SHEET

**CONCERNING THE RESULT ACHIEVED AT PK**

Title of result:

.....................................................................................................................................................

.....................................................................................................................................................

First names and surnames of creators:

.....................................................................................................................................................

.....................................................................................................................................................

Establishing benefits obtained by PK in the period from...................to...........................

1. **Types and levels of benefits obtained by PK on account of:**

**A – application (material realization) of solution at PK:**

* + Applying unit ;
	+ *Type of benefit
	.........................................................................................................*

*……………………………………………………………....………..…………………………………..…………….;*

* + *Level of net benefits obtained (PLN):*

*(Please indicate the documents that provide evidence for this in the sheet):*

*………………………………………………..……………………………………………………………………………*

*……………………………………………………..………………………………………………………………………*

*……………………………………………………………………….………….………...………………………………;*

# B – execution of the right by PK (license or other paid disclosure of the right

**to a third party or pursuing claims):**

* + *basis for exercise of the right (please indicate, i.e. an agreement etc.):*

*…………………………..…………………………...…………………………………………………………………………;*

* + *entity exercising the right of PK:*

*…………………………………………………………...……………...………………………………………………………*

*………………………………………...…………………………...…………...……………………………………………;*

* + *type of PK benefits:
	.........................................................................................................*

*…………………………………………………………..……………………………….……...……………………………*

* + *level of benefits obtained PK (PLN):*

*(Please indicate the documents that provide evidence for this in the sheet):*

*…………………………………………………………………………………………………..………………………………*

*…………………………………………………………………………………………………..………………………………*

# C – participation of PK in benefits obtained from common solution with external party:

* + *basis for community of law (please indicate, i.e. act, agreement etc.):*

*………………………………………………….………………..…………………………………………..…………………;*

* + *entity exercising the right of PK:*

*……………………………………………………………………………………………………………………..……………*

*………………………………………...………………...……………………………………………...………………………*

* + *type of benefits for PK and their manner of establishing (i.e. Statutory, contractual):*

*………………………………………………………………….………………………………………………………………;*

* + *level of benefits obtained PK (PLN):*

*(Please indicate the documents that provide evidence for this in the sheet):*

*……………………………………………………………..……………………………………………………………………*

*………………………………………………………..…………………………………………………………………………* **Do PK benefits established on the basis of point 1 (section A or B) are subject to division between PK and a third party (i.e. on account of completion by PK of the right to common solution):**

# applicable/\* not applicable/\*

*If they are applicable, please indicate: external entity which participates in PK benefits, legal basis and the level of benefits that PK is obliged to transfer.*

*Name of the entity:*

*Legal basis (agreement no.):*

*Number of benefits for the indicated entity:*

*Number of benefits for PK:*

1. **Costs of obtaining the above-specified benefits (type of cost and its level in PLN)**

|  |  |  |  |
| --- | --- | --- | --- |
|  | *Indication (description) of cost* | *value of cost**In PLN* | *Signature* |
| *Organizational Unit of the creator* |  |  |  |
| *Vice-Rector for Science* |  |  |  |
| *TOTAL:**Total costs of using benefits:* |  |  |  |
| *including costs directly related to**commercialization* |  |  |  |

1. **Internal division at PK into benefits specified in point 1 of the sheet:**
2. Division towards creators:
	1. 60% of value of funds obtained by PK from direct commercialization:..............;
	2. up to 25% of costs directly related to this commercialization: ;

Value of division for creators (a-b): ……………

1. Division towards PK entities:
	1. 40% of value of funds obtained by PK from direct commercialization:..............;
	2. Costs of obtaining means in total, decreased by 25% of costs directly

related to this commercialization: …………

* 1. means for division between entities of PK (a-b): …………

- means for organizational units in which the result was created: c x 62,5%:

………

- means for CTT PK: c x 37,5%:…………

Cracow, on

 Elaborated in CTT: Cost of protection by means of exclusive right controlled by ZRPAT:

………………………………………. …………………………………………………………….

(signature) (signature)

Approved

Bursar /Deputy Bursar Vice-Rector for Science

............................................... …………..............................................

(signature) (signature)

PK reg. no.

…………………….……………………

(Name of PK entity) Cracow on

**PAYMENT ORDER**

**REMUNERATION FOR CREATOR/CREATORS\*/**

**INVENTION PROJECT/KNOW-HOW PK\*/**

Applications in production\*

Towards

Execution of law\*/

Invention project/know-how PK\*/entitled:

…….........................................................................................................................................

.................................................................................................................................................

payment of remuneration is ordered for the following creators:

|  |  |  |
| --- | --- | --- |
| No. | First name and surname | Gross PLN |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| Total: |  |

In words in PLN: ........................................................................................................................................

The above remuneration shall be entitled on account of (specify basis for payment):

...................................................................................................................................................................

Personal data of creators necessary for payment of remuneration constitute an appendix to the agreement

concluded by PK with each creator.

Elaborated in CTT PK

........................................................

(signature)

**Approved:**

Bursar /Deputy Bursar Vice-Rector for Science

................................................... .............................................................

(signature) (signature)

Mpk number to be filled out by the Department of Costs.......................

\*/ delete as appropriate

**Agreement on remuneration for the creator**

concluded on......................in Cracow pursuant to Art. 8 sec. 1 point 2, art. 22 and art. 23 of the Act of 30 June 2000 Industrial Property Law (Journal of Laws from 2017, item 776) and Bylaws on copyrights, related rights, industrial property rights and principles of commercialization at the Tadeusz Kościuszko University of Technology .

between:

Ms/Mr:

……………………………….…………………………

residing at
.................................................................................

Invention project/know-how creator\*/entitled…………………………………………………………………

……………………………………………………………………………………………… hereinafter referred to as the **“Creator”**

and

# The Tadeusz Kościuszko Cracow University of Technology

with its registered seat at Warszawska 24, 31-155 Cracow

NIP 675-000 62-57, REGON 000001560

hereinafter referred to as **“PK”**, represented by:

…………………………… Vice-Rector for Science

……………..…………….. Bursar

§ 1

PK declares that it has used the above specified invention/know-how project\* since

...................................... \*/ (used from...........to...............)\*.

§ 2

1. The Parties jointly declare that:

1. According to their arrangements the use of the invention/know-how project by PK\* in the scope

specified in § 1 has brought for PK in the settlement period from.................. to.................economic benefits from application/execution of the right\* in the amount of PLN

(in words ) after consideration of the costs of their obtaining;

1. participation of the creator in the right to remuneration amounts to ......% (in words

.....................................................).

§ 3

1. The Parties establish the level of remuneration payable to the Creator by PK for the period specified in § 2 on account of benefits obtained by PK, as specified in § 2, from the use of the invention project/know-how\* for 50% of benefits obtained by PK after

Deduction of costs of obtaining them which constitutes, considering the Creator's participation, the amount of:

………………. PLN (in words ).

1. The level of remuneration specified in § 3 sec. 1 was established in accordance with § 7 sec. 2 of “Bylaws of managing copyrights, related rights, industrial property rights and principles of commercialization at the Tadeusz Kościuszko Cracow University of Technology”.
2. PK shall deduct tax from the above-specified Creator's remuneration, and it shall be paid in accordance with the principles of the Act on Income Tax.

*OR*

*/in case of cyclically obtained benefits/*

§ 1

PK declares that it has used the above specified invention/know-how project\* since\*.

§ 2

The Creator obtains from PK remuneration subject to PK obtaining benefits directly related to the use by PK of the invention project/know-how.

§ 3

1. In consideration of the Creator's participation in elaborating the invention/know-how project by PK the Parties establish remuneration for the Creator at the level of................ out of 50% of benefits obtained by PK after deduction of costs of their obtaining.
2. The manner of calculating remuneration specified in § 3 sec. 1 was established in accordance with

§ 7 sec. 2 of the “Bylaws on copyrights, related rights, industrial property rights and principles of commercialization at the Tadeusz Kościuszko University of Technology “.

1. After establishing benefits and costs related to the use of the invention/know-how project PK shall notify the Creator of the level of remuneration calculated in accordance with sec. 1 in the form of a written declaration.
2. PK shall deduct tax from the above-specified Creator's remuneration, and it shall be paid in accordance with the principles of the Act on Income Tax.

§ 4

 Remuneration specified in § 3 shall not cover financial provision payable to the Creator by PK on account of other works like, in particular, on account of performing author's supervision over project implementation, verification of technical documents useful for project application, reimbursement of costs incurred in relation to carrying out, assessing and realizing the project etc. These matters shall be regulated, if needed, in separate agreements.

§ 5

Payment of remuneration agreed in line with § 3 of the hereby Agreement shall be made on the basis of approved payment orders, containing the list of remunerations of the Creator(s) of invention project/know-how project of PK\*, to the bank account of the Creator/\*

at the cash register of PK\* within the term compliant with the principles of payment of remunerations at PK.

§ 6

The principles specified in § 3 to § 5 shall apply, respectively, towards payment of remuneration for the subsequent settlement periods.

*/in case of cyclically obtained benefits/*

The hereby Agreement has been concluded for the period of………….

§ 7

Any disputes stemming from the execution of the hereby Agreement shall be amicably resolved by the Parties. This provision does not exclude the possibility of pursuing claims by the Parties in court after exhausting of the amicable route.

§ 8

1. The Parties conduct deliveries in a customary accepted manner at PK or through the post operator,

To addresses specified in the Agreement recitals.

1. The Creator shall be obliged to notify PK of the change of address or the bank account number to which payment of remuneration is to be made. Notification of the change of data shall be effective upon delivery of this information to PK.

§ 9

Any modifications of the Agreement shall require a written form under the pain of nullity.

§ 10

In case of matters unresolved by the hereby Agreement the Act of 30 June 2000 on Industrial Property Law shall apply and in matters unresolved there - the provisions of the Civil Code.

§ 11

This Agreement was drawn up in two identical copies, one for the Creator and one for the PK. Creator’s personal data sheet necessary for the correct calculation and payment of remuneration by PK is an appendix to the Agreement.

# Vice-Rector for Science: Bursar: Creator:

………………………….. ………………………….. …………………………

*\* delete as appropriate*

Annex to the Agreement on remuneration for the Creator

|  |
| --- |
| **PERSONAL DATA OF THE CREATOR** |
| Surname: |  |  |
| Names: 1). | 2). |  |
| Father's first name: | Mother's first name: |  |
| Place of birth: | Date of birth: |  |
| PESEL number: | NIP: |  |
| Nationality: |  |  |
| Place of residence: |  |  |
| Commune/District: |  |  |
| Street: | House no: | Flat no: |
| Postal code: | City: |  |
| Tax Office: |  |  |
| Street: | No.: |  |
| Postal code: | City: |  |
| Cracow,..................................................................(Creator's signature) |

Appendix no. 2 to the Rules and Regulations at PUEB

# INSTRUCTION FOR ELABORATING A DESCRIPTION OF SOLUTION SUBMITTED AS AN OUTCOME OF

**AN INVENTION PROJECT**

# BASIC REQUIREMENTS CONCERNING DESCRIPTION

1. Description of the submission must present the subject of the solution in light of the state of the art of a given field which the solution concerns in a manner clear and comprehensive enough to enable an unambiguous determination of what it is about and how it conditions achieving the intended result (so that an average expert in the field of technique could implement this solution on the basis of solely their own knowledge and the information contained in the description).
2. Description of submission must be clearly drafted upon using the generally recognized terms in a given field of technique. Furthermore, application of barely known technical terms is allowed subject to their relevant meaning being explained (defined) in the description and provided there are no generally considered equivalents in the technical language.
3. The description must indicate the specific technical issue that a given result resolves, i.e. What is the purpose of this solution and how is it to be used (applied) in industrial activity.
4. The description must be drafted in a simple language without using complex sentence forms or ambiguous sentences which are difficult to interpret. One must use an active form in the first person singular and, to the extent possible, avoid a passive form.
5. Individual substantive elements must be presented in the description, and they must be systematized by the creator in the following order:
	1. Title of solution,
	2. Subject of submitted solution and the field of technique,
	3. Proper description of the solution containing:
		1. State of technique;
		2. Goal, intended technical result and significance of the submitted solution;
		3. Explanation of drawings;
		4. Example (examples) of practical realization;
		5. Useful results obtained through the solution;
		6. Additional information concerning the possibility of applying and possible types of benefits to be reached;
	4. Drawings (charts, structural patterns).
6. If the submission covers more than one category of solutions such as for instance creation, manner, application of substance, one must apply the structure of description specified in sec. 5 for each of the submitted categories.

# DETAILED REQUIREMENTS CONCERNING INDIVIDUAL CONCEPTUAL

**ELEMENTS OF THE DESCRIPTION**

# Title, subject of submitted solution and the field of technique

1. Description of the submitted solution ought to commence with a title and then, contain a title extension and a more precise indication of the subject of the submitted solution and the field of technique a given solution concerns.
2. If the submission concerns solely one solution, then the title ought to be formulated

in a singular form.

1. If the submission contains more than one solution (i.e. manner and devices) then the title must reflect it.
2. The title cannot contain fantasy names or trade names nor benefits of the solution nor assessments of its quality.
3. The title cannot disclose the essence of the submitted solution. This principle varies from the principles in case of formulating titles of scientific articles.
4. The title must unambiguously disclose the category of submitted solution, that is, it must indicate that the subject of the solution is:
	1. a product (i.e. construction, element, set of elements, device, system, product, substance, composition, new chemical compound),
	2. a manner (i.e. production, proceeding, use, application, work),
	3. application of substance (that is not yet fully formed creation) for a new purpose.

Other categories of solutions are not allowed by the binding provisions in the scope of

patent protection.

1. An unallowed title is one in case of which:
	1. The content does not reveal the category from which the subject of submission originates, i.e.:

“decrease of fuel use” etc. (ambiguity and lack of reference to technical features of a solution),

* 1. containing fancy, trade or proper names in its content,
	2. containing terms concerning its benefits in its content.
1. Examples of typical title errors:
* use of fancy name, such as “ Device for sharpening Rapid type of drills”,
* Lack of indication of category of the submitted solution, i.e. not: “Destruction of weeds” but correctly: “Herbicide” or “Manner of destroying weeds” or

“Device for destroying weeds”.

1. Term that constitutes the title of submission should indicate the subject of invention in an unambiguous manner (principle of brevity) and a field of its application with reference to device technical features referred to in the submission.
2. Indication of the subject of solution is subject to clarification of the title through features that indicate its designation, the principle of operations or construction and in case of necessity - also the field of technique the solution concerns, if it does not stem clearly from features indicating designation, the principle of operations of construction by which the title was clarified.
3. Indication of the subject of submission must commence with the following term: “The subject of solution is....” Or “The solution concerns” + title repetition + data concerning designation, general or detailed, depending on the need.

 Example: If the solution concerns construction of a boiler for tin melting (and potentially lead), the following title may be adopted: Boiler for metal melting or, more generally, boiler. One may also indicate, when describing the solution object particularly beneficial application of this boiler, i.e. “The object of submission is a boiler for melting metals” or “The object of submission is a boiler for melting metals, especially tin”. In both cases the field of technique is disclosed through indication of the solution object - these will be boilers for melting metals.

1. If there is more than one category of solution in the submission (i.e. manner of alternating current measurement and a system for realizing this manner, biocidal substance and its application etc.) one must encompass all categories which occur in the submitted solution in the title.
2. In case of several categories occurring in the submitted solution one must not shorten the title to various categories, i.e. do not write: “Table for bridge and manner of its production”, but rather “Table for bridge and manner of production of table for bridge”.
3. If the subject of solution is the manner of proceeding (production) then the title of the invention ought to be specified by means of the purpose of proceeding or the obtained result. Some examples of such terms include: “Manner of cleaning semiconductor surfaces”, “Manner of voltage measurement”, “Manner of marking the content of carbon dioxide in gases”, etc.
4. Specification of the field of technique of a solution constitutes indication of the technical area (industry) in which it will find its use. Therefore, the description must contain the field of technique for which the invention is designated as well as the closest data concerning its application (development of the title and more precise indication of the subject of submitted solution).
5. It is beneficial to possibly most precise defining the field of technique which the invention concerns and characterising issues that occur in the field of the area of invention.

# PROPER DESCRIPTION

**State of technique**

1. State of technique concerns information on former solutions to the described one which are closest to it.
2. The state of the art is elaborated by the creator on the basis of the technical literature, technical journals, books, expert articles, Polish patent descriptions and foreign patent descriptions concerning the topic related to the described solution.
3. One must select and describe at least one solution from the state of the art which is similar to the solution described in the submission whilst drawing reference to bibliographical data for these selected solutions. It is required to discuss the technical essence of solutions specified by the creator from the state of the art (with potential indication of disadvantages and inconveniences, useful for understanding what the goal of the subject of submission is).
4. It is not allowed to indicate in the description of the submitted solution information from the state of the art solely through indicating in the description of submission of the bibliographical reference list.
5. If a given literature item is referred to (publication) as an element from the state of the art, the fragment of the quoted publication which relates the fullest to the technical aspects of the submitted solution must be discussed (summarized) in the description and one should not solely limit themselves to indicating bibliographical data of the publication and the pages of it on which the information closest to the submitted solution is placed.
6. In case of expert literature indicated by the creator as a state of the art it is recommended that relevant copies of articles or fragments of monographs discussed in the body of the description are attached at the end of the description of the submission.
7. Within the state of the art one must indicate information concerning solutions known to the person making the submission which are similar to the subject of the solution, and which belong to the state of the art that might be useful for solution comprehension.
8. One must always document the quoted state of the art by indicating patent documents and in case of non-patent literature, but indicating the author, title, publisher, place and year of production and number of pages.
9. Description of the solution belonging to the state of the art ought to present technical features of this solution in a manner that enables, through the features specifying the subject of submission contained in the description, its assessment which constitutes the essence of the solution.
10. While describing a known solution one must present both those its features which remain unchanged in the invention as well as those that the invention changes, removes or replaces.
11. In the description of the state of the art it is not allowed to include a negative assessment of known technical solutions described in the quoted literature. However, an objective comparative analysis of known solutions is possible and purposeful.
12. One must carry out a critical analysis of the selected, applied and known solution described in accordance with the point above (defect, irregularity, degree of complexity, difficulty in application etc.).
13. It is allowed to present the state of the art by means of additional auxiliary elements (drawings, charts, photographs on separate sheets with an indication that they concern the state of the art with an indication of the source of such auxiliary drawing elements) whilst these elements, clearly marked with annotations “State of the art” may be placed in the submission after drawings presenting the submitted solution and illustrating an example of submission subject realization.

# Goal, intended technical result and significance of the submitted solution

1. This fragment of the description must concern technical elements which are characteristic, new in light of the state of the art and surprising to experts in this field - such that form an entirety of the submitted solution and used in the solution for a reason, that is, to reach the intended technical effect.
2. One must stress out the goal of the solution, i.e. indicate the technical result the creator intends to reach as a result of solution realization but always in the context (with reference to) whatever is already offered by solutions in the state of the art.
3. The essence of an invention project is hidden in technical elements which are characteristic, new and surprising in this field, comprising the entirety of the submitted solution - used for the purpose of reaching an intended technical effect by the solution. One cannot describe the solution through indicating that it does not possess certain elements that so far were present in similar solutions form the state of the art.
4. The essence must be indicated through describing technical means which, when applied in the solution allow to solve a specific technical issue in practice (that is, allow to obtain specific outcomes - benefits).
5. It is not allowed to indicate the essence through describing benefits (results) which the solution provides or through the scope of application of this solution.
6. In case of solution that concerns construction (devices, apparatus, research device, fasteners etc.) one must define in detail the construction and shape features of the construction (shape, mutual connections, spatial configuration). In case of occurrence of movable elements one must describe the interaction of individual construction parts.
7. In case of a solution concerning technology (manner of proceeding, production etc.) one must indicate actions, operations, processes, their order and conditions in which they occur (i.e. pressure, temperature) as well as the applied raw materials (substrates) and applied tools, devices etc.
8. In case of a solution concerning formulations, compositions, formulas) one must indicate all components used in the solution and their mutual shares in the composition (usually these area values that occur in certain ranges: mass shares, volumetric, percentage, molar, etc. of the formulation components).
9. In the description of the essence of the solution one must specify new and non-obvious elements that will determine the scope of solution protection which is the subject of the submission.
10. Description of new and non-obvious elements ought to clearly specify the subject of the demanded protection through indication of its technical features in a clear and brief form.
11. The essence must be indicated through describing technical means which, when applied in the solution allow to solve a specific technical issue presented by the creator in practice (that is, allow to obtain specific outcomes, benefits assumed by the creator).
12. One must describe the technical means occurring in the solution which constitute the cause of occurrence of benefits (as the cause of generation of benefits in case of a given solution is always the technical means applied in it, whilst benefits from the solution are always the outcome of use in certain solutions, specific technical means).
13. One cannot use trade names of applied components or elements when describing the essence but instead, correct technical names (i.e. Chemical) or at least customary names used in the industry.

 Example: If one of the components of the elaborated invention project takes the form of a ready composition which may be purchased somewhere on the market, one must identify the composition of this used foreign composition in the description of the submission (that is, components and their shares in this foreign ready composition). The use of trade names of the components is allowed solely in cases subject to disclosing their technical essence (i.e. composition, function, construction).

1. Methods involving solely mixing of components do not possess the patent potential which stems from the binding for several years now legal doctrine concerning industrial property rights (patent law) confirmed by Patent Office practice.

# Explanation of attached drawings (schemes, charts, structural formulas)

1. In the majority of cases for the correct understanding of the submitted solution one will require drawings or other illustrated materials.
2. Within the submission description one must briefly explain the number of drawings attached to the description, what the drawings present and what individual views present on these drawings, projections, cross-sections, elements, structural formulas, etc. (referred to, as per the binding provisions of law, the drawing figures).

# Example or examples of practical realization of the solution

1. Examples ought to be drafted in such a way so as to enable recreation of the solution by an average specialist from the given industry on the basis of the description, without having to conduct their own creative work (principle of full disclosure of the solution).
2. The requirement of practical solution realization, that is, realization on at least a laboratory scale or in the scope of the prototype, is an absolute condition of the statutory possibilities of obtaining the patent and the solution.
3. If the subject of the invention project is a creation specified by construction and shape features (thus, a formed creation such as, for example, a device, a tool, a construction element, a research position, system etc.) – then the example of making of this creation must be described on the basis of an attached drawing which in such case constitutes a required element of invention project submission.
4. The example of making, apart from the detailed description of the solution, must also indicate the functioning (operating) of the creation or the method of using it.
5. Upon replacing individual components of the solution presented on the figures one must indicate their referential symbols (numbers) according to such principles as typical technical drawing.
6. In case of such categories of solutions as shaped creation (i.e. device,

construction) - solely one example of completion is usually sufficient.

1. In descriptions of solutions for the so far technologies (manner of proceeding, generation, obtaining etc.) and concerning formulation, recipes, compositions of non-shaped creations (i.e. glue, lubricant, sealant paste etc.) – one must indicate at least two examples referring to extreme parameters, manner or extreme participation of formulation components ( that is, the highest and lowest possible participation).
2. It is required that one must indicate further examples for average values in cases specified in sec. 7. Furthermore, for these categories of solutions it is recommended that greater number of examples is indicated which concern not only various parameters or different shares of components but also the use of components from alternative groups (i.e. alternative chemical compounds) or the use of other (alternative) devices or technological operations leading to the realization of the essence of the described solution.
3. One must precisely and thoroughly describe the structure and the operations of the invention in the description of the example of use, indicating industrial suitability of the solution (average expert must, on the basis of the description of the example, understand how they can be realized in practice, i.e. on the laboratory scale or as a prototype).
4. One must indicate at least one example of solution realization that fits the industrial application in accordance with its designation. In the example, one must discuss the manner of operations or the invention structure which constitute its essence, using elements and details contained in the attached drawings.
5. When describing an example one may use solely the trade names of used products or devices but these names can be used provided that within the example the technical nature of means (i.e. chemical agents) applied in the commercial product applied in the example was defined (explained) in the example or at least common names of components applied for this commercial product used in the industry were indicated.
6. In the course of the patent proceeding one cannot supplement the volume of examples or change their content, therefore, especially in case of technological solutions or formula solutions, it is recommended that creators provide more than 3 examples in the submission.
7. Significant elements and details from the solution example shown on drawings must be marked with links and quoted in the example description.

# Beneficial solution effects (i.e. solution advantages which stem from the use of specific and purposefully selected technical means in the solution)

1. One must present beneficial solution effects (advantages) after the description of an example for application of the described invention solution with regards to the so far state of the art (indicate how our solution reaches beyond the current state of the art).
2. One must, to the extent possible, draw reference to the benefits of applying the solution on an industrial scale.
3. One must not place any financial calculations concerning the size of application effect but rather the types of effects that may be reached thanks to the submitted solution.
4. If this does not result from the previous parts of the description, one must specify the manner in which the solution may be applied, the field of industry and the goals of such application.
5. When making submissions that concern the creation (shaped – i.e. A tool, installation or non-shaped – i.e. lubricant), one must additionally indicate the ways this creation may be beneficially produced (i.e. whether it can be produced and if so

– with the use of which sample devices, operations, technological processes, raw materials).

1. In case when the invention project concerning the manner (technology) one must indicate how this manner may be beneficially used in industrial practice in the technical meaning (sense) (that is, with the use of what and how are operations, actions, processes forming this solution realized). The result ought to be clearly specified and described on the basis of the results of analyses and measurements.
2. When presenting in an objectively possible to be obtained manner the positive technical effects of the solution with regards to the state of the art, it is not allowed to discredit the producers or manners belonging to the state of the art. One must barely indicate the benefits of our solution and how it exceeds the state of the art and not criticize the previous solutions. One should not indicate the assessment of critical aesthetics of the former solution.

# Additional data concerning application

One must indicate how the invention project may be applied in a different field of industry or for which other goals exceeding the information specified in the description it can be used.

# Drawings

1. Drawings, charts, structural formulas etc. materials useful for understanding

the solution and its effects must be attached to the submission description.

1. A drawing must contain solely what is necessary in order to understand the essence of the described solution and its functioning. Upon drawing one must apply general principles of viewing and technical drawing principles.
2. Drawings are basically elaborated in the scheme perspective on an A4 format without frames and

tables.

1. Drawings must be made in black and clear lines. Thickness of the line must be such so as to enable viewing the lines after zooming out the drawing by 33%. Similar requirements concerning charts and structural formulas.
2. One must indicate links (numbers) of elements on drawings without brackets, in line with the text form the example description. It is recommended that they must be specified in such an order in which they occur in the body of the example.
3. All colours and shades (i.e. occurring typically in computer renders of 3D lumps) are not allowed.
4. Drawings presenting an object three-dimensionality must be made with a black line (edge, without shading) as axonometric or isometric view or as a perspective.
5. For the submitted solutions that concern methods or chemical substances, alloys or sinters etc. sometimes it is purposeful for a better understanding of the essence to place a scheme of the system or of the production installation in the submission, whereby the manner of the scheme of applied chemical apparatus is realized or the chart of process efficiency and, if needed, one may also attach black and white photographs presenting the internal structure.
6. Chemical structural formulas are used as drawings and basically they ought to be located in the body of the description but on a separate sheet.
7. After presenting the drawings that explain the submitted solution (one or more figures on separate sheets with references used in the description of realization example) one may attach drawings that present charts, courses, diagrams that picture the solution operations. One may also present (separately) drawings, photographs and other graphic elements related to explanations concerning state of the art, with an indication of the source of used elements.

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