

**Terms and conditions of managing copyright and neighbouring rights, industrial property rights and rules of commercialization in Medical University of Gdańsk**

**§1**

**Definitions**

Whenever the present Terms and Conditions refer to:

1. University - shall be understood as Medical University of Gdańsk established in Gdańsk;
2. Employee - shall be understood as a person remaining in employment relationship with
  1. the University, including PhD students – studies provided by the University of the person remaining in employment relationship;
  2. PhD student - shall be understood as the person who participates in PhD studies provided by the University; person not remaining in employment relationship with the University;
  3. Student - shall be understood as the person participating in the studies provided by the University;
  4. Associate - a person participating in scientific research or development works conducted by the University based on a civil-law agreement or within a scholarship;
  5. TTO - shall be understood as Technology Transfer Office of Medical University of Gdańsk, which is a general unit of the University;
  6. MIC - shall be understood as Medical Innovation Center, limited company, established in Gdańsk, which is a special purpose company of the University;
  7. Piece - shall be understood as all signs of a human's creative work, having its individual character, stated in any form, regardless of its worth, intended use or means of expression;
  8. Scientific piece - shall be understood as a piece created by the Employee within the employment relationship with the University, created within the plans of a given organization unit of the University or within the recommendation and supervised by the superior of the Employee or is a piece that constitutes the Ph.D thesis or postdoctoral thesis or is a piece created in an educational process, specifically such items as: scripts, manuals, lectures;
  9. Ordinary piece - shall be understood as a piece created by the Employee within the employment relationship that is not a Scientific piece;
  10. Moral copyright - shall be understood as a bond, inalienable and unlimited in time, between the author and their piece, in particular: the right of authorship of a piece, the right of signing a piece with their own name or pseudonym or its anonymous sharing, the right of integrity of the content and form of the piece, the righteous use of the piece, the right of deciding of the time of the first time of sharing the piece with the audience, the right of supervision of the piece's manner of use;
  11. Proprietary copyright - shall be understood as the right of using the piece and its disposing on specified fields of exploitation and the right of receiving the remuneration for its exploitation;
  12. fields of exploitation - shall be understood as ways of exploiting of the piece;
  13. acceptance of the piece - shall be understood as submitting by the University the acceptance statement of the scientific or ordinary piece or the period of 6 months since the submitting of the scientific or ordinary piece, if the University has not refused to accept the pieces or did not subject their acceptance to a condition of introducing changes to them;

14. Invention, utility design, industrial design, trademark, topography of integrated circuit, inventive patent, right of protection of an utility design, the right from the registration of an industrial design, right of protection of trademark, right from registration of topography of integrated circuit - shall be understood according to the Resolution of Industrial property right of 30th June 2000 (consolidated text: Journal of laws from 2017, item 776, as amended);
15. Exclusive right to a variety - shall be understood according to Regulation of legal protection of plant varieties of 26th June 2003 (consolidated text: Journal of Laws from 2016 r., item 843, as amended);
16. know-how - shall be understood as the collection of practical information following from experience and research that is: nonpublic (they are not commonly known or accessible), relevant (they are important and useful from the point of view of the product manufacturing) and identified (they are described in a manner comprehensible enough to verify if they comply with the criteria on non-publicity and relevancy);
17. commercialization - shall be understood as a process consisting in sharing with other entities, particularly with enterprises, of a new product, method, solution in order to obtain financial profit according to market principles;
18. direct commercialization - shall be understood as selling of results of scientific research, development works or know-how related to these results or to put into use of these results or know-how, especially based on licence, rent or lease agreement;
19. indirect commercialization - shall be understood as including or purchasing shares or stocks of companies in order to implement or prepare to implement the results of research, development works or know-how related to these results.

## **§2**

### **Subjective and objective scope of Terms and Conditions**

1. Terms and Conditions shall apply to the University, Employees, PhD Students, Students and Associates.
2. Terms and Conditions specify rights and obligations of subjects referred to section 1 in terms of protection and use of the copyright and neighbouring rights and industrial property rights, the rules of remunerating of authors, rules and procedures of commercialization, rules of exploiting the University's estate in order to commercialize and supply scientific and research services.

## **§3**

### **Copyright and neighbouring rights to Employees' pieces**

1. Employee creates scientific or ordinary pieces within the employment relationship with the University. The Employee's remuneration for creating scientific or ordinary piece is included in the Employee's monthly salary.
2. Employee has moral copyright to scientific or ordinary pieces they have created.
3. Employee has proprietary copyright to scientific piece they have created, subject to the University rights stated in sections 4,5, 7, 8 and 9 of the present paragraph.
4. If a piece created by the Employee is at the same time a computer programme or and audio-visual piece, the proprietary copyright to this piece is assigned to the University.
5. The University has the priority in terms of publishing the Employee's scientific piece.
6. The right of the priority of publication referred to in section 5 expires if within 6 months since submitting the scientific piece no contract or publication of the piece has been concluded with

the Employee or if such contract has been concluded, but the piece has not been published within the period of 2 years since the submitting of the piece.

7. Employee has the right to publish the created scientific piece, subject to respecting the right of priority of publication referred to in section 5. In case of publishing, Employee is obliged to affiliate the publication by indicating in its content the designation of the University and the unit, in which they are employed and within which the scientific piece has been created.
8. Employee, who intends to publish the created scientific piece is obliged to inform the University in advance of the date and extent of the publication, if the published scientific piece concerns results of scientific research, development works or know-how related to the results, subject to commercialization according to provisions of paragraph 9. The above is not applicable if according to provisions of paragraph 9 the commercialization is performed by the Employee themselves.
9. The University can, without additional remuneration for the Employee, exploit the scientific material included in scientific piece, or share this piece with third parties, if that comes from the intended use agreed to or was established in the contract between the University and the Employee.
10. The University and the Employee can conclude in the employment agreement the provisions, according to which the proprietary copyright shall be assigned to the University.
11. The University has the proprietary copyright to ordinary piece created by the Employee.
12. Acquiring by the University the proprietary copyright to ordinary piece is effective in the moment of acceptance of the piece. The University acquires also the ownership of the item on which the piece has been recorded in the moment of the acceptance of the piece.
13. If within the period of 2 years since the date of acceptance of the ordinary piece, which is intended to share, the University does not publish it, the Employee can set an appropriate deadline in writing for the University to publish, with the result that after its timeout, the rights acquired by the University, along with the ownership of the item on which the piece is recorded, are returned to the Employee.

#### **§4**

#### **Copyright and neighbouring rights to the pieces created by PhD Students, Students and Associates**

1. PhD Students, Students and Associates have moral copyright to pieces created by themselves.
2. PhD Students, Students and Associates have proprietary copyright, unless there is a contract referred in section 3 concluded.
3. In order to acquire proprietary copyright to pieces created by a PhD Student, Student and an Associate, the University concludes a civil-law agreement with them regarding the transfer of these rights. The right transfer agreement template is Annex 1 to the present Terms and Conditions.
4. The University has the right of priority of publication of the Student's graduate work. Should the University not publish the graduate work, the Student can publish it, unless the graduate work is a part of a collective piece.

#### **§5**

#### **Industrial property rights to the Employee's pieces**

1. The Employee, who has created an invention, utility design, industrial design, trademark, topography of integrated circuit, cultured or discovered variety of a plant, has the right of deciding of being mentioned as their author, especially in descriptions, registers, publications.

2. The University has the right of obtaining a patent to an invention, right of protection of an utility design, the right from the registration of an industrial design, right of protection of trademark, right from registration of topography of integrated circuit, the exclusive right to a variety of a plant, in case if the Employee creates an invention, utility design, industrial design, trademark, topography of integrated circuit, cultured or discovered variety of a plant, within exercising the obligations included in employment relationship.
3. The Employee is entitled to a remuneration separate from their salary in virtue of exploiting of an invention, utility design, industrial design, trademark, topography of integrated circuit, cultured or discovered variety of a plant by the University, in order to obtain significant monetary profit. Should this exploitation be exercised within the commercialization process, referred to in paragraph 9, the Employee is only entitled to remuneration specified in that paragraph.
4. The University is entitled to the know-how obtained by the Employee within exercising the obligations included in the employment relationship. The Employee is entitled to a remuneration separate from their salary in virtue of the University's exploitation of the know-how in order to obtain a significant monetary benefit from the know-how. Should this exploitation be exercised within the commercialization process described in paragraph 9, the Employee is only entitled to the remuneration specified in that paragraph.

## **§6**

### **Industrial property rights to pieces created by PhD Students, Students and Associates**

1. PhD Students, Students and Associates have the right of deciding of being mentioned as the author of an invention, utility design, industrial design, trademark, topography of integrated circuit, cultured or discovered variety of a plant , especially in descriptions, registers, publications.
2. PhD Students, Students and Associates have the right of taking out a patent to an invention, right of protection of an utility design, the right from the registration of an industrial design, right of protection of trademark, right from registration of topography of integrated circuit, the exclusive right to a variety of a plant, unless there is a contract described in section 3 concluded.
3. In order to acquire the right of taking out a patent to an invention, right of protection of an utility design, the right from the registration of an industrial design, right of protection of trademark, right from registration of topography of integrated circuit, the exclusive right to a variety of a plant by the PhD Student, Student or Associate, the University concludes a civil-law agreement with them to transfer these rights. The right transfer agreement template is Annex 1 to the present Terms and Conditions.
4. In order to acquire the right of know-how acquired by the PhD Student, Student or Associate, the University concludes a civil-law agreement to transfer these rights.

## **§7**

### **TTO**

1. TTO is responsible for conducting the process of direct commercialization of scientific work results, development works or know-how related to these results that emerged in the University, as well as for the actions preceding the commercialization process.
2. Tasks, organizational structures and rules of material and financial economy of TTO are described in Terms and Conditions of Technology Transfer Office of Medical University of Gdańsk.

## §8

### MIC

1. MIC is responsible for conducting the process of indirect commercialization and direct commercialization, when an agreement of entrusting of managing of rights of scientific results, development works or know-how related to these results.
2. Rules of organization, competences of organs and economy of MIC are regulated by The Chapter of Incorporation.

## §9

### Rules of informing of the process of commercialization

1. The Employee is obliged to report immediately the results of their scientific research, development work or know-how related to these results, as well as any results that do not constitute the result of scientific results or development works or know-how related to these results, if they have a commercial potential. This report, hereinafter called "Report", is done on the Form of reporting of the scientific results, development works or know-how related to these results, that are Annex 2 to the present Terms and Conditions.
2. Student, Student PhD and Associate provide information of scientific research results, development work or know-how related to these results to the supervisor of their graduate work or the tutor, who are obliged to report such results to the University.
3. Commercialization within the rules described in the present paragraph, is applicable to obtained by the Employee: results of scientific research such as: an invention, utility design, industrial design, trademark, topography of integrated circuit, cultured or discovered variety of a plant, all scientific research results regardless of a kind of a good that emerged from them, know-how related to these results and development works.
4. Commercialization of goods other than the ones referred to in section 3 or achieved by PhD Students, Students, and Associates is governed by rules described in other civil-law agreements.
5. Within 14 days since the report, the Employee has the right of submitting the written statement that they express the interest of transferring the rights to scientific results or development works or know-how related to these results. Within 3 months since the submitting of the statement by the Employee, the University makes the decision regarding the commercialization. The University informs the Employee of the decision immediately.
6. In case when the University makes the decision not to commercialize or an ineffective expiry of a deadline referred to in section 5, the University extends to the Employee within 30 days the offer to conclude unconditional and unpaid contract of transferring the rights to scientific research results, development works or know-how related to these results, including the information, pieces with the ownership of the items on which the pieces are recorded and technical experience necessary to proceed with commercialization. The agreement is written or else null and void. The University's remuneration for the transfer of rights cannot be higher than 5% of the average monthly salary for work in national economy in the preceding year.
7. In case when the Employee does not accept the offer referred to in section 6, the rights of scientific research results, development works and know-how related to these results, including the ownership of an item on which these pieces were recorded and technical experience necessary to proceed with commercialization are assigned to the University.
8. The Employee's share in profits of commercialization done by the University is as follows:

- a) 50% of the value of means obtained by the University as a result of a direct commercialization, lowered by not more than 25% of costs directly linked to the commercialization, carried by the University or MIC,
  - b) 50% of worth of means obtained by MIC as a result of an indirect commercialization, lowered by not more than 25% of costs directly linked to the commercialization, carried by the University or MIC.
9. The University's share in profits of commercialization done by the Employee is 25% of worth of means obtained by the Employee from commercialization, lowered by not more than 25% of costs directly linked to the commercialization, carried by the Employee.
  10. Costs directly linked to commercialization shall be understood as external costs, especially related to legal protection, expert's examinations, assessment of subject of commercialization and official fees. These costs do not include the costs carried before the decision of commercialization and the remuneration of the University, referred to in section 6.
  11. The Employee is obliged to: maintain the confidentiality of scientific research results, development works and know-how related to these results, transfer of information, pieces, ownership of items on which pieces are recorded and technical experience necessary to proceed with commercialization, abstaining from conducting activities aiming at implementing the results and cooperating in terms of commercialization. Obligations listed in the present section are applicable to the Employee throughout the period of possessing by the University the rights to scientific research results, development works and know-how related to these results.
  12. The University and the Employee are obliged to inform immediately about obtaining the funds from the commercialization and to the immediate transfer to a party to which is entitled to them.
  13. In order to exercise correctly the obligations referred to in section 2, PhD Student, Student and Associate are obliged to submit the items on which their pieces were recorded and technical experience for the purpose of the future commercialization.
  14. The University is obliged to maintain the confidentiality of information obtained from Student, PhD Student and Associate as a result of their completing of the obligations referred to in section 2.
  15. The rights and obligations of the University, referred to in the present paragraph, are exercised by the TTO on behalf of the University.
  16. The decision on the commercialization is made by the Rector of University. The decision is not subject to an appeal.
  17. The rules of commercialization referred to in the present paragraph are not applicable if the scientific research or development works were commissioned and the rights to them were transferred to another entity, or if they were conducted with the use of means which are granted in a different way than the one referred to in the present paragraph of disposing of the scientific research results, development works or know-how related to these results.

## **§10**

### **Rules of exploiting the University's estate used for commercialization and to supply research and scientific services**

1. Using the University's estate for the purpose of commercialization and supplying research and scientific services, especially the use of rooms, laboratories, research apparatus, succeeds being granted the permission by the University.
2. Using referred to in section 1 is possible in following cases:

- a) when done for the purposes of commercialization conducted by the University based on provisions of paragraph 9;
  - b) when done for the purposes of commercialization conducted by the Employee, PhD Student, Student or the Associate, provided that an appropriate agreement regulating the using of University's estate and the remuneration has been concluded beforehand;
  - c) when done in relation to executing by the University the agreement to supplying research and scientific services;
  - d) when done within project performed by the University.
3. Using the University estate does not require the aforementioned permission when done in relation to University's statutory tasks.
  4. Remuneration referred to in section 2 should reflect market standards, unless temporary according the preferential conditions will be justified.

## **§11**

### **The University's logo**

1. Following subjects are entitled to use the University's logo:
  - a) The Employee, provided that its use is related to scientific research and development works within the University;
  - b) MIC;
  - c) commercial partnerships or companies, in which MIC has its stocks or shares.
2. The University may grant permission to use University's logo to other subjects not mentioned in section 1 based on separate agreement or ex parte action.
3. The subjects referred to in in section 1 are obliged to use the logo in compliance with the rules of Book of a Sign, which is the annex to Resolution of Senate of Medical University of Gdańsk 15/2009 of 18th May 2009 In relation to changing the University's name of Gdańsk Medical Academy to Medical University of Gdańsk.

## **§12**

### **Final provisions**

1. The Terms and Conditions enter into force upon its decreeing.
2. Violation of provisions of Terms and Conditions by the Employee amounts to their violation of Employee's obligations.