

<b>University of Chemistry and Technology in Prague</b>	
<b>Title</b>	<b>Directive No. A/S/961/13/2018</b>
<b>Subject</b>	<b>Protection and Application of Intellectual Property Rights at the University of Chemistry and Technology in Prague</b>
<b>Applicability</b>	University
<b>Effective from</b>	
<b>Effective to</b>	Indefinite period
<b>Revision</b>	As necessary
<b>Cancelled</b>	Protection and Application of Intellectual Property Rights No. 60.39/11
<b>Prepared by</b>	Technology Transfer Office- 994
<b>Issued by</b>	prof. Ing. Karel Melzoch, CSc.

**PART ONE**  
**Introductory Provisions**

**Article 1**

**Subject Matter of the Directive**

1. This Directive defines terminology, establishes rights and obligations, regulates and unifies procedures in the field of creation, protection, application and use of intellectual property rights and copyright at the University of Chemistry and Technology in Prague (hereinafter referred to as "UCT Prague").
2. This Directive shall apply also in cases where the results of an activity were not created by the inventor/author in the course of the fulfilment of tasks resulting from their employment or another similar employment relationship with UCT Prague, but where they decided to transfer the rights to them to UCT Prague.

3. This Directive shall apply also in cases where the objects of intellectual property protection were created in cooperation with inventors or authors. In such cases the Directive shall apply to the share granted to UCT Prague.
4. The provisions of this Directive shall be without prejudice to the specific rights and obligations relating to the protection and use of intellectual property established by the subsidy provider towards the subsidy recipient or a partner. Where the subsidy provider sets conditions that differ from this Directive, the rules of the subsidy provider shall prevail. In case the specific rights and obligations relating to the protection and use of industrial property are stipulated in an agreement between UCT Prague and a third party (for example, an agreement on contractual research, a contract for work, a cooperation agreement, etc.), the provisions of this paragraph shall apply *mutatis mutandis*.

## **PART TWO**

### **Definition of Certain Terms and Legal Regulations**

#### **Article 2**

#### **Definitions and Terminology**

For the purpose of this Directive:

1. **Author<sup>1</sup>:** An author is a natural person who created the work. The author of a collection of works is a natural person who selected or organized it in a creative way; this is without prejudice to the rights of the authors of the works that were included in the collection.
2. **Author's work (hereinafter referred to as the "Work")<sup>2</sup>:** Is a literary, artistic and scientific work that constitutes a unique result of the author's creative activity and is expressed in any objectively perceivable form, including electronic, permanent or temporary, regardless of its scope, purpose or significance. A work is, in particular, a literary work expressed in speech or in writing, a musical work, a dramatic work, a musical dramatic work, a choreographic work, a pantomimic work, a photographic work and a work expressed in a manner similar to photography, an audiovisual work, a work of fine art, a graphic and sculptural work, a work of architecture, a work of applied arts and a cartographic work. Also a work resulting from a creative rendition of another work, including the translation of the work into another language, is subject to copyright law.

Also a computer programme, a database that is the author's own mental creation by way of selecting or arranging the content are considered a work.

Copyright shall apply to a completed work, its individual developmental phases and parts, including the title and names of the characters, if they comply with the conditions set in Section 2 Para 1 Para 2 of the Copyright Act, if it concerns objects of copyright listed therein.

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<sup>1</sup> [Section 5 Para 1 and 2](#) of Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright and on Amendment to Certain Acts (hereinafter referred to as the "Copyright Act").

<sup>2</sup> [Section 2 Para 1 to 6](#) of the Copyright Act.

A collection, such as a magazine, an encyclopaedia, an anthology, an omnibus, an exhibition or another set of independent works or other elements that in the manner of their selection or arrangement of their content comply with the conditions set in Section 2 Para 1 of the Copyright Act are collective works. A theme of the Work in itself, an idea, a process, a principle, a method, a discovery, a scientific theory, a mathematical and similar formula, a statistical graph and a similar subject in itself is not a work under the Copyright Act

3. **Copyright<sup>3</sup>:** Copyright includes exclusive personal rights and exclusive property rights
4. **Patentable biotechnological invention<sup>4</sup>:** Is a biological material that is isolated from its natural environment or produced by a technical process even if it previously existed in nature, with respect to plants or animals, unless the technical feasibility of the invention is limited to a particular plant or animal variety, or a microbiological or other technical process and a product other than a plant variety or animal variety obtained in this way.
5. **A database<sup>5</sup>:** A collection of independent works, data or other items, arranged in a systematic or methodical manner and individually accessible by electronic or other means, irrespective of the form of their expression. Rights *sui generis* to the database pertain to the maker of the database provided the formation, verification or presentation of the contents of the database represent a substantial contribution in terms of quality or quantity, regardless of whether the database or its contents are subject to copyright or other type of protection.
6. **Subsidy<sup>6</sup>:** Funds from the state budget, state financial assets or the National Fund provided to UCT Prague for a specified purpose.
7. **Intellectual property:** The rights to the results created by the inventor or the author in the course of the fulfilment of tasks resulting from their employment or another similar employment relationship with UCT Prague, or the results to which UCT Prague acquired rights through a contract. Intellectual property includes:
  - a) rights to objects of industrial property
  - b) rights to objects of industrial property protected by other legislation  
hereinafter collectively referred to as “knowledge of intellectual property”)
  - c) copyright
8. **Intellectual property protected by other legislation:** Rights to intellectual property protected by the Civil Code (e.g., trade secrets, confidential information, know-how) which cannot be protected by registration in the relevant register and at the same time is not an author’s work; as a rule, industrial property not registered with the Industrial Property Office.
9. **Commercialization:** Active (both targeted and non-targeted) search for candidates to conclude a license agreement or an agreement on the transfer of intellectual property rights.
10. **Know-how:** Knowledge in the sense of “know how to”, i.e. procedures, recipes, processes, scientific, economic knowledge and information; this knowledge is not usually public or available and has an objective value (i.e. from the point of view of economy, it is a marketable asset) and is expressed in any objectively perceivable form.

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<sup>3</sup> [Section 10](#) of the Copyright Act.

<sup>4</sup> [Section 2](#) of Act No. 206/2000 Coll., on the Protection of Biotechnological Inventions and on the Amendment to Act No. 132/1989 Coll., on the Protection of Rights to New Plant and Animal Varieties, as amended by Act No. 93/1996 Coll.

<sup>5</sup> [Sections 88 and 88a](#) of the Copyright Act.

<sup>6</sup> [Section 3 Para a\)](#) of Act No. 218/2000 Coll., on Budgetary Rules and in Amendments to Some Related Acts (Budgetary Rules).

11. **License**<sup>7</sup>: An exclusive permission or authorization under which UCT Prague, in the framework of external use of industrial property, provides the right to use an object of industrial property, or on the basis of which UCT Prague acquires the right to use an object of industrial property.
12. **License agreement**: A contractual relationship on the basis of which the licensor entitles the licensee, within the agreed scope and in the agreed territory, to exercise industrial property rights and the licensee undertakes, unless otherwise agreed, to pay the agreed remuneration or provide another asset. If the license is an exclusive license or if the license is to be entered in the relevant public list, the agreement must be in writing.
13. **Licensee**: An entity (natural or legal person) that acquires the intellectual property right on the basis of an agreement for pecuniary interest or a free agreement on the transfer of rights or acquires the right to use the intellectual property under a license or another agreement concluded with an intellectual property provider.
14. **Costs related to the external use of intellectual property**: In particular, costs related to the assessment of the market potential of intellectual property (e.g., a market research, remuneration of external experts), costs related to the protection of intellectual property (administrative and maintenance fees, patent attorneys' fees), costs related to granting of licenses, transfer of rights, transfer of the UCT'S share in spin-off companies, or costs related to the provision of services that use intellectual property of UCT Prague, either against payment or for free (e.g., teaching).
15. **Trade secret**: In accordance with Section 504 of the Civil Code, these are facts of business, production or technical nature, in particular research, development or technical development projects, an invention belonging to an enterprise, an application of an Object of Industrial Property to the relevant public register, a technical report on services, etc.
16. **Trademark**<sup>8</sup>: Any mark that can be represented graphically, in particular words, including personal names, colours, drawings, letters, numbers, the shape of a product or its packaging if such mark is capable of distinguishing products or services of one person from products or services of another person, which is, under the terms and conditions of the Trademark Act, registered with a national or international authority or institution.
17. **Patent**<sup>9</sup>: A form of legal protection of an invention that meets the conditions stipulated in the Inventions Act.
18. **Invention belonging to an enterprise**<sup>10</sup>: An invention created by the inventor in order to fulfil a task resulting from their employment or another similar employment relationship (hereinafter referred to as the "employment relationship") with UCT Prague.
19. **Transfer of the exercise of intellectual property rights**<sup>11</sup>: UCT Prague exercises, in its own name and on its own account, property rights to an employee's work. UCT Prague may transfer the right of exercise in accordance with the previous sentence to a third party only with the author's consent.
20. **Industrial property**: Rights to the results of intellectual activity that can be used in industry, in particular to:

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<sup>7</sup> [Section 2358 Para 1](#) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code").

<sup>8</sup> [Section 1](#) of Act No. 441/2003 Coll., on Trademarks and on Amendments to Acts, as amended (the Trademark Act), as amended (hereinafter referred to as the "Act on Trademarks").

<sup>9</sup> [Section 2](#) of Act No. 527/1990 Coll., on Inventions and Rationalization Proposals, as amended (hereinafter referred to as the "Inventions Act").

<sup>10</sup> [Sections 9 and 10](#) of the Inventions Act.

<sup>11</sup> [Section 58 Para 1](#) of the Copyright Act.

- a) Inventions,
- b) Utility models,
- c) Rationalization proposals,
- d) Plant varieties,
- e) Biotechnological inventions,
- f) Trademarks,
- g) Industrial designs.

For objects of industrial property, their industrial applicability and the need to formally register them in a specific register are typical prerequisites to establish their legal protection.

- 21. **Industrial design<sup>12</sup>:** The appearance of a product or its part, consisting essentially in the lines, contours, colours, shape, structure or materials of the product in itself or its decoration.
- 22. **Inventor<sup>13</sup>:** An inventor of an invention or another object of intellectual property is the person who created it by their own creative work. Joint inventors have the right to the patent in the extent to which they participated in the creation of the invention or another object of industrial property.
- 23. **Direct supervisor:** A senior employee whose position is defined in Article 6 of the Rules of Organization of UCT Prague who supervises subordinate employees according to Article 5 of the Rules of Organization of UCT Prague.
- 24. **School work<sup>14</sup>:** A work created by a student of UCT Prague to fulfil their study obligations ensuing from their legal relationship with UCT Prague (school work).
- 25. **Topography of semiconductor products<sup>15</sup>:** A series of fixed or encoded interrelated images that represent a three-dimensional permanent arrangement of layers of which the semiconductor product is made, where each image refers to a model of one layer of the semiconductor product or a part thereof or the surface of the semiconductor product, or a part thereof, in any individual manufacturing stage.
- 26. **Utility model<sup>16</sup>:** A way to protect technical solutions that are new, exceed the framework of mere professional skills and are industrially applicable.
- 27. **Invention<sup>17</sup>:** A result of inventive activity that is new and industrially applicable, is eligible for patent protection.
- 28. **Employee work<sup>18</sup>:** An individual or collective work created by the author or authors in order to fulfil their obligations arising from the employment relationship with UCT Prague and at the same time according to Section 58 Para 7 of the Copyright Act, also a computer programme and a database as well as cartographic works that are not collective works.
- 29. **Representative of the inventors:** A person designated by the inventor as an intermediary for the fulfilment of the obligations arising from legislation and this Directive. If, when submitting the “Disclosure of the Creation of Intellectual Property” under Article 7 of this Directive, this

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<sup>12</sup> [Section 2 letter a\)](#) of Act No. 207/2000 Coll., on the Protection of Industrial Designs and the Amendment to Act No. 527/1990 Coll., on Inventions, Industrial Designs and Rationalization Proposals, as amended (hereinafter referred to as the “Act on the Protection of Industrial Designs”).

<sup>13</sup> [Section 8 Para 2](#) of the Inventions Act, Section 2 letter d) of the Act on the Protection of Industrial Designs.

<sup>14</sup> [Section 35 Para 3](#) of the Copyright Act.

<sup>15</sup> [Section 2 Para 1](#) of Act No. 529/1991 Coll., on the Protection of Topographies of Semiconductor Products, as amended.

<sup>16</sup> [Section 1](#) of Act No. 478/1992 Coll., on Utility Models, as amended.

<sup>17</sup> [Section 3](#) of the Inventions Act.

<sup>18</sup> § 58 of the Copyright Act.

representative is not designated, it is presumed that the inventor listed as the first on the list is the representative.

### **Article 3**

#### **Legal Regulations**

The activities of UCT Prague in the field of protection and management of intellectual property are governed in particular by the following acts:

1. Act No. [527/1990 Coll.](#), on Inventions and Rationalization Proposals,
2. Act No. [529/1991 Coll.](#), on the Protection of Topographies of Semiconductor Products,
3. Act No. [478/1992 Coll.](#), on Utility Models,
4. Act No. [14/1993 Coll.](#), on Measures Concerning the Industrial Property,
5. Act No. [121/2000 Coll.](#), on Copyright, Rights Related to Copyright and on Amendment to Certain Acts (the Copyright Act)
6. Act No. [206/2000 Coll.](#), on the Protection of Biotechnological Inventions and on the Amendment to Act No. 132/1989 Coll., on the Protection of Rights to New Plant and Animal Varieties, as amended by Act No. 93/1996 Coll.
7. Act No. [207/2000 Coll.](#), on the Protection of Industrial Designs
8. Act No. [408/2000 Coll.](#), on the Protection of Plant Variety Rights and the Amendment to Act No. 92/1996 Coll., on Plant Varieties, Seed and Planting, as amended (the Plant Variety Act),
9. Act No. [441/2003 Coll.](#), on Trademarks ,
10. Act No. [89/2012 Coll.](#), the Civil Code,
11. Act No. 130/2002 Sb., on the Support of Research, Experimental Development and Innovation from Public Funds and on Amendment to Certain Acts (hereinafter referred to as the “Act on Support of Research, Development and Innovation”);
12. The Framework for State Aid for Research, Development and Innovation (2014/C 198/01).

### **PART THREE**

#### **Protection and Use of Industrial Property at UCT Prague**

### **Article 4**

#### **Commercialization Fund**

1. A Commercialization Fund is hereby established. The Commercialization Fund is established for the purpose of supporting industrial property at UCT Prague and is monitored separately in accounting records as an independent contract of the Technology Transfer Office at UCT Prague (hereinafter referred to as “TTO”).
2. Financial resources for this fund are acquired from budgetary funds of UCT Prague and revenues from successful commercialization projects according to Article 16.
3. Financial resources from this fund are primarily intended to support industrial legal protection and commercialization of industrial property and remuneration of inventors at UCT Prague for creating an invention.

4. The Vice-Rector for Research and Development (hereinafter referred to as the “Vice-Rector for R&D”) is responsible for registration and utilisation of the Commercialization Fund.

## **Article 5**

### **Committee for the Use of Industrial Property Rights**

1. A Committee for the Use of Industrial Property Rights (hereinafter referred to as the “Committee”) is hereby established as an advisory body to the Vice-Rector for R&D.
2. The Committee shall consist of permanent members and, where appropriate, also the head of the department where the inventor works and a maximum of two expert advisers from among experts.
3. The Committee shall be chaired by the Vice-Rector for R&D, who shall appoint at least four other permanent members of the Committee for the period of their term of office. A permanent member of the Committee may be dismissed by the Vice-Rector for R&D, also at their request.
4. Expert advisers shall be appointed by the Vice-Rector for R&D at their discretion according to the nature of the discussed matter.
5. Members of the Committee cannot act through deputies and each member of the Committee shall be bound by confidentiality that is unlimited in time with regard to all facts that they learnt of or discussed in the course of their membership of the Committee.
6. The Committee shall be convened by its chair when necessary at least seven days before the meeting. The invitation shall include the agenda of the meeting including supporting documents for the meeting.
7. The meetings of the Committee shall not be public and shall be presided by the chair or a member of the Committee appointed by the chair. The Vice-Rector for R&D may also invite the inventor or a representative of the inventors to attend the meeting.
8. The Committee has a quorum if an absolute majority of its members is present or if an absolute majority of all members vote in writing. The chair of the Committee decides about whether and how voting in writing shall be organized. A resolution shall be adopted if an absolute majority of the members taking part in the vote vote for it. A member of the Committee whose interests would conflict with the interests of UCT Prague shall abstain from voting.
9. In accordance with its responsibilities, the Committee, in particular,
  - a) Issues an opinion on the application of the right of UCT Prague to an Object of Industrial Property or on a proposal to terminate legal protection of an Object of Industrial Property,
  - b) In case of exercising the right to an invention, proposes an adequate remuneration for the inventor or inventors at UCT Prague
  - c) Proposes a strategy for the use and commercialization of objects of industrial property
  - d) Issues an opinion on the use of the financial resources in the Commercialization Fund to ensure industrial legal protection of objects of industrial property, or its commercialization
  - e) Comments on other matters related to the implementation of this Directive that are submitted to it by the Vice-Rector for R&D.

## **Article 6**

## **Basic Principles of Industrial Property Protection**

1. Persons employed by UCT Prague or having another employment relationship with UCT Prague (hereinafter referred to as an “employee”) are obliged to protect all industrial property of UCT Prague and the rights associated with it.
2. An employee of UCT Prague must refrain from any conduct, including publication of results that may be in conflict with the legitimate interests of UCT Prague in relation to objects of industrial property. At the same time, they must ensure that all objects of industrial property of UCT Prague are used only for the need of UCT Prague or in its legitimate interest.
3. An employee must ensure that in the course of performing their duties arising from the employment or another employment relationship with UCT Prague no rights to objects of industrial property of third parties are infringed.
4. An employee whose employment relationship with the employer ends is obliged, in good time before the termination of the employment relationship:
  - a) To hand over to their direct superior all documents, objects, data carriers and other information that are related to the intellectual property of UCT Prague and that they possess,
  - b) To draw up a list of work tasks that they worked on on their own or together with others and that are related to the intellectual property of UCT Prague (in particular, research and development projects in progress), together with a brief report on their status as of the date of the drawing up of the list (in particular, to identify intellectual property that was created in the framework of a work task),
  - c) To notify their direct superior about any potential future risks that they are aware of and which could put the employer’s right or legitimate interest related to intellectual property at risk in the future.
5. Other obligations prescribed for employees under other provisions of this Directive, other internal documents of UCT Prague or valid legal regulations of the Czech Republic shall not be affected by the provisions laid down in this Article of the Directive.
6. Objects of industrial property created by foreign scientists working at UCT Prague in the course of a creative stay are viewed as if they were created in cooperation with another party.

## **Article 7**

### **Invention Disclosure of Industrial Property**

1. If an employee of UCT Prague (hereinafter referred to as the “Inventor”) creates an invention, a rationalization proposal, a utility model, an industrial design or a topography of a semiconductor product (hereinafter referred to as an “Object of Industrial Property” or “Objects of Industrial Property” ) in fulfilling the tasks arising from their employment relationship with UCT Prague, they are obliged to disclose this fact to their direct superior and TTO no later than 30 calendar days from the date of the creation of the given Object of Industrial Property and to submit all documents necessary for the assessment of this Object of Industrial Property.
2. The rights to the Object of Industrial Property that was created by the Inventor shall be acquired by UCT Prague under the law, unless otherwise stipulated. The right of inventorship is not affected.
3. The invention disclosure shall be submitted by the Inventor to TTO on the form under the title “Invention Disclosure of an Object of Industrial Property Protection”, Annex 1 (*“Oznámení o vytvoření předmětu ochrany průmyslového vlastnictví”* / “Invention Disclosure of an Object of Industrial Property Protection”; hereinafter referred to as the “Disclosure”). The disclosure is



automatically generated after a successful completion of the application [Patent VŠCHT Praha](#), where the following data must be filled in in the Czech language:

- a) Name and description of the Object of Industrial Property Protection in the extent necessary for the assessment, indicating how the given object of industrial property was created:
    - i. In the fulfilment of tasks covered from the budget of the department,
    - ii. In cooperation on publicly funded science and research projects,
    - iii. In performing contract research or collaborative research based on a contract,
    - iv. In other activities,
  - b) What are the possibilities of financing its protection,
  - c) Date and place of the Disclosure,
  - d) First name, surname and permanent address of the Inventor, or of all Inventors, including the percentage share in which they participated in the creation of the object of intellectual property,
  - e) Name, address and contact details of the co-owner institution or company, or of all co-owner institutions or companies, including the percentage share in which they participated in the creation of the object of intellectual property,
  - f) Designation of the Inventor, who has been authorized by joint inventors to negotiate with UCT Prague; if the Disclosure does not include the inventor authorized to negotiate with UCT Prague, it is presumed that the inventor listed as the first in the Disclosure is the representative.
4. The Disclosure of the Creation of an Object of Industrial Property, signed by the representative of the Inventors, all other joint inventors and the head of the department, may be submitted to TTO in person or sent by post.
  5. In that case, the date of the submission of the Disclosure is the date of its delivery to TTO.
  6. Upon receipt of the formally perfect Disclosure, TTO immediately confirms its acceptance in the application [Patent VŠCHT Praha](#) and issues a certificate of acceptance of the Disclosure that it hands over to the Inventor. The time for exercising the right to the Object of Industrial Property of UCT Prague starts to run as of the date of the receipt of the Disclosure.
  7. In case the Inventor is a person who does not have access to the application [Patent VŠCHT Praha](#), the employees at TTO will ensure the registration and filling in of the Disclosure in accordance with the instructions of this person.
  8. TTO is not obliged to accept a Disclosure that does not meet the necessary requirements, in particular as regards the lack of clarification of the principle, implementation and use of the object of industrial property. TTO shall only register such incomplete disclosure and shall agree with the Inventor on the provision of the necessary documents and/or removal of defects.

## **Article 8**

### **Procedure for the Application and Use of Industrial Property Rights**

1. Upon receiving the Disclosure, TTO shall verify the following:
  - a) Whether it really is an Object of Industrial Property,
  - b) What are the shares of UCT Prague in the creation of an Object of Industrial Property, in case of joint inventorship with Inventors outside employment or without another employment relationship with UCT Prague,
  - c) Whether the Object of Industrial Property has any relation to research projects,

- d) Where appropriate, other matters relevant for the assessment of the exercise of the industrial property right.
- 2. TTO subsequently draws up an “Opinion on the Use of Industrial Property Rights of UCT Prague” (hereinafter referred to as the “Opinion”). When formulating the Opinion, TTO shall take into account in particular:
  - a) The nature of the Object of Industrial Property,
  - b) Its eligibility (the potential) for possible external commercial use,
  - c) The proposed form and scope of protection,
  - d) The estimated costs incurred by the proposed protection,
  - e) Any rights and obligations relating to the Object of Industrial Property arising from the Act on the Support of Research, Development and Innovation, conditions set by the subsidy provider or in a contract between UCT Prague and a third party.
- 3. TTO shall submit the Opinion to the Vice-Rector for R&D, who decides whether or not UCT Prague will exercise the right to the Object of Industrial Property. The Vice-Rector for R&D may request an opinion of the Committee or the Dean of the relevant faculty.
- 4. TTO shall notify the Inventor or the representative of the Inventors in writing about the decision of the Vice-Rector for R&D and copy on the communication the direct superior of the Inventor and Dean of the Faculty where the Object of Industrial Property was created.
- 5. On the basis of the decision about exercising the right of UCT Prague to the Object of Industrial Property, TTO will start work related to the protection of industrial property, if the protection is desirable and, if applicable, to its external use.
- 6. Costs related to the legal protection of Objects of Industrial Property shall be borne by the department of the Inventors, unless otherwise agreed.
- 7. In case UCT does not exercise the right to the Object of Industrial Property towards the Inventor within 3 months from the receipt of the Disclosure, the right shall be transferred back to the Inventor. The Inventor as well as UCT Prague as the employer are obliged to keep confidentiality towards third parties about the offered knowledge of intellectual property for the given period of time. UCT Prague is obliged to keep confidentiality of the knowledge for an extra period of 1 month from the date on which the right to the Object of Industrial Property was transferred to the Inventor.
- 8. By exercising the right to the Object of Industrial Property in a manner that complies with the relevant provisions of this Directive and generally binding legal regulations, UCT Prague shall have the exclusive right to dispose of this object.

## **Article 9**

### **International Protection**

- 1. The Rector decides on international protection of an Object of Industrial Property based on a written proposal of the Vice-Rector for R&D taking into account in particular the possibility of application of this object in external organizations and the financial possibilities of UCT Prague. In their proposal, the Vice-Rector for R&D shall draw on the opinion of the Committee, which takes into account the statements of the Inventors, of the department of the Inventors and the Opinion of TTO.
- 2. The proposal for international protection shall take into account in particular:
  - a) The application potential of the object of intellectual property protection,
  - b) The form of protection,

- c) Territorial focus,
  - d) The opinion of the Inventor(s),
  - e) The opinion of the Dean of the relevant faculty, where the Inventors with a majority share in the object of protection are employed.
3. A Faculty or another part of UCT Prague may ask the university management through TTO to provide funds to cover the registration and legal protection of industrial property outside of the Czech Republic. The decision on this request is taken by the Rector.

## **Article 10**

### **Termination of Legal Protection**

1. The Vice-Rector for R&D may decide on the termination of legal protection of an Object of Industrial Property based on a written proposal of TTO provided the Object is not used in a satisfactory manner within 5 years from the granting of legal protection. If, based on a regular annual assessment of the application potential, there are serious doubts as to the usefulness of spending resources on legal protection or no further financing of legal protection is available, the Vice-Rector for R&D may decide to terminate legal protection following a proposal of TTO before that date. The Vice-Rector for R&D may request the opinion of the Committee on the termination of legal protection. The Vice-Rector for R&D will issue a written decision no later than 60 days before the expiration of protection or 60 days before the date of the payment of the respective fee. They will notify the Inventor and the head of the department about their decision through TTO.
2. The opinion of the Inventor and the department, where the knowledge was created, is part of TTO proposal to terminate legal protection of the Object of Industrial Property.
3. The decision to terminate legal protection shall be sent to the Inventor and the head of the department. In case of disagreement with the decision of the Vice-Rector for R&D, the Inventor or the head of the department may submit a written request to the Rector to review this decision within 10 days of the date of the receipt of the decision of the Vice-Rector for R&D. The Rector shall issue a written opinion within 30 days of the date of the receipt of the written request. The Rector's written opinion is final.

## **Article 11**

### **Trademarks**

1. An employee who creates a trademark at UCT Prague (for the purposes of this Article also referred to as the "discloser") must immediately notify the fact to their direct supervisor and TTO.
2. The disclosure procedure is governed by Article 7 of this Directive.
3. Within 3 months from the disclosure, following a proposal of TTO, the Vice-Rector for R&D shall decide in writing on whether or not to exercise the right to the trademark. UCT Prague shall exercise the right to the trademark by submitting a trademark application to the Industrial Property Office within the time limit stipulated in the previous paragraph. The date of registration of the trademark in the Trade Mark Register is the date of the decision on the fact that the trademark is intended for internal and non-commercial external use.
4. The discloser's potential copyrights shall remain unaffected by this provision of the Directive.

**PART FOUR**  
**Intellectual Property Protected by Other Legal Regulations**

**Article 12**  
**General Principles**

1. If an object of intellectual property rights that is protected by other legal regulations was created by the Inventor in the framework of employment or another employment relationship with UCT Prague, the intellectual property rights belong to UCT Prague, unless otherwise agreed.

**Article 13**  
**Trade Secret**

1. The term "trade secret" is defined in Article 2 Para 15 of this Directive.
2. Where the results, Objects of Industrial Property or other information are subject to trade secret, the heads of departments where the trade secret is used or is present are obliged:
  - a) To determine the extent of the information which UCT Prague considers to be trade secret,
  - b) To set up rights of access to trade secrets for concrete employees,
  - c) To verifiably inform the relevant employees of the facts that UCT Prague considers trade secrets, of their duties in their protection, including the consequences of violating these obligations,
  - d) To ensure in an adequate manner the confidentiality of trade secrets.
3. Agreements on trade secret with subjects other than UCT Prague (especially when it is necessary to inform third parties about trade secrets of UCT Prague) are concluded by the Registrar on behalf of UCT Prague.
4. TTO shall cooperate with the relevant departments in matters related to the protection of trade secrets.
5. In the event of a violation of a trade secret, applicable legal regulations shall be followed<sup>19</sup>.
6. The use of trade secret is similarly governed by Article 14 of this Directive, which regulates the internal and external use of know-how.
7. The protection of trade secrets within the meaning of this Directive shall apply irrespective of whether the relevant information is labelled by the words "trade secret" or other similar label.
8. The nature of trade secrets for employees of UCT Prague implies the obligation of confidentiality. The only exception is the case when an employee of UCT Prague is relieved of this obligation of confidentiality by the Rector.
9. The obligation of confidentiality under Para 6 also applies to the prohibition of the disclosure of trade secrets through content of a published or offered for publication literary, other artistic or scientific work authored by an employee of UCT Prague, irrespective of whether it is an employee

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<sup>19</sup> Sections [2985](#), [2988](#) and [2989](#) of the Civil Code.

work. This prohibition also applies to the disclosure of trade secrets through handling of an Object of Industrial Property.

10. It is prohibited to reproduce in any way objects that contain information that is trade secret of UCT Prague.
11. In case of the use of results that are subject to a certain degree of classification, the relevant legal regulations shall be followed<sup>20</sup>.

## **Article 14**

### **Creation and Use of Know-how**

1. Know-how is established on the day when it is captured in an objectively perceivable form and is subject to the trade secret regime.
2. The use of know-how means any use thereof for consideration or free of charge for the internal needs of UCT Prague or for a third party.
3. For the purposes of this Directive, the use shall mean, in particular, the use of know-how within the meaning of the relevant legal regulations, in particular Article 3 of this Directive.
4. The use of know-how for the purposes of this Directive shall be further divided into:
  - a) Internal use: a general use of know-how for the needs of UCT Prague, which also includes its use, in particular, in performing contracted research,
  - b) External use: the use of know-how by a third party on the basis of:
    - i. An agreement on transfer of rights,
    - ii. A License agreement,
    - iii. Other agreements (mandate, untitled, etc.).
5. The external use of know-how related to industrial property is only possible in case of know-how that has been duly registered by TTO on the basis of a “Disclosure of the Creation of Know-How” (“*Oznámení o vytvoření know-how*”), Annex 2.
6. Agreements on the external use of know-how related to industrial property are concluded by the Rector on behalf of UCT Prague.
7. In justified cases, the use of know-how may be granted free of charge. The decision on the free use is taken by the Rector on the basis of a written proposal by the Vice-Rector for R&D, who shall take into account the opinion of TTO, the Inventors and the department of the Inventors.

## **PART FIVE**

### **Remuneration**

## **Article 15**

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<sup>20</sup> Act No. [412/2005](#) Coll. on the Protection of Classified Information and Security Eligibility, as amended.

## **Remuneration of Inventors for the Creation of an Invention**

1. If an inventor creates an invention in the framework of the fulfilment of their work tasks resulting from employment at UCT Prague and UCT Prague subsequently exercises its rights to this Object of Industrial Property, the Inventor has the right to a reasonable remuneration<sup>21</sup>.
2. In case UCT Prague exercises the right to the invention, the Inventor or Inventors are jointly entitled to remuneration of at least CZK 5,000, while the technical and economic importance of the invention are decisive for the determination of the amount of the remuneration.

## **Article 16**

### **Remuneration of Inventors from Commercialization**

1. Inventors of an object of industrial property protection shall be entitled to remuneration from commercialization in cases where UCT Prague transfers the object for use to an external organization against payment.
2. The remuneration from commercialization is granted and represents a so-called additional settlement according to the relevant legal regulation<sup>22</sup> in cases where the object of commercialization is an invention and the remuneration of the Inventors under Article 15 comes into obvious disparity with the benefit of the external commercial use of the respective industrial property. The decision on whether such obvious disparity exists under the previous sentence is within the competence of the Vice-Rector for R&D, who may request the opinion of the Committee or the Dean of the relevant faculty.
3. For the right to remuneration from commercialization to arise, the manner in which the external commercial use of industrial property is carried out (e.g., a license agreement, an agreement on transfer of rights) is not decisive.
4. The following rules apply to determining the level of remuneration from commercialization:
  - a) The remuneration is determined as a percentage of the revenues from the implementation of the Object of Industrial Property after the deduction of the costs referred to in Para 6 relating to the period of payment of the remuneration, the amount of the remuneration of the Inventors under Article 15 and, where applicable, the amount of the tax liability of UCT Prague (net income, hereinafter also referred to as “NI”).
  - b) In exceptional cases where it is not possible to determine fairly the net income, the Rector will determine the remuneration on the basis of an opinion of the Vice-Rector for R&D, who shall take into account the opinion of the Committee, and the Dean of the relevant faculty.
  - c) The remuneration is payable no later than on 31 December of the calendar year concerned and, for its calculation, the amounts of costs and revenues are cumulative year on year.
5. The above net income is divided as follows:

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<sup>21</sup> [Section 9 Para. 4](#) of the Inventions Act.

<sup>22</sup> [Section 9 Para 4](#) of the Inventions Act.; [Section 13 Para. 4](#) of the Act on the Protection of Industrial Designs.

NI	Up to CZK 1m	From CZK 1m to 5m	CZK 5m and more
Share of the Inventor (s)	60%	$600,000 + (NI - 1,000,000) * 45\%$	$2,400,000 + (NI - 5,000,000) * 35\%$
Share of the department	20%	$200,000 + (NI - 1,000,000) * 30\%$	$1,400,000 + (NI - 5,000,000) * 35\%$
Share of UCT Prague	15%	$150,000 + (NI - 1,000,000) * 20\%$	$950,000 + (NI - 5,000,000) * 25\%$
Commercialization Fund	5%	$50,000 + (NI - 1,000,000) * 5\%$	$250,000 + (NI - 5,000,000) * 5\%$

6. The costs related to the creation, protection and commercialization of an Object of Industrial Property and the revenues from its implementation are kept at UCT Prague in a manner that allows for a fair calculation of the net income.
7. Unless otherwise stipulated in this Article, the remuneration from commercialization constitutes an income from employment<sup>23</sup> for the Inventor and the share of the Inventor (s) under Para 5 is the amount of personnel costs that includes both the remuneration and the related statutory employer's contributions.
8. The order for payment of the remuneration is issued by the Vice-Rector for R&D based on documents prepared by TTO.
9. UCT Prague, the Inventor and the licensee may agree that the remuneration from commercialization will be paid to the Inventor not through UCT Prague, but directly by the licensee. The agreement on the basis of which the external commercial use of industrial property is carried out must, in addition to the total price, determine the amount which the Inventor receives as their share under Para 5, i.e. as their remuneration from commercialization.
10. The remuneration from commercialization under previous paragraph is the income of the Inventor from other self-employment<sup>24</sup>.
11. In case the Inventor is not employed or has no other employment relationship with UCT Prague<sup>25</sup> on the day of the payment of their share of the net income from commercialization, the paid share of the net income from commercialization to the Inventor constitutes Inventor's income from other self-employment<sup>26</sup>.
12. The provisions of this Article shall also apply to the determination of the remuneration and division of the net income from commercialization of know-how that is related to industrial property and is used externally in accordance with Article 14 Para 4 (b).

## PART SIX

<sup>23</sup> [Section 6 of Act](#) No. 586/1992 Coll., on Income Tax, as amended.

<sup>24</sup> [Section 7, Para 2 \(a\) of Act](#) No. 586/1992 Coll., on Income Tax, as amended.

<sup>25</sup> [Section 10](#) of the Inventions Act.

<sup>26</sup> [Section 7 of Act](#) No. 586/1992 Coll., on Income Tax, as amended.

## **Author's Works**

### **Article 17**

#### **Employee Work**

1. The term “employee work” is defined in Article 2 Para 24 of this Directive.
2. Author's personal rights to the employee work remain unaffected.
3. The day on which the work is captured in an objectively perceptible form is the day on which it is intended for internal use.
4. The author of an employee work will notify the head of the department without delay about the creation of an employee work that is subject to registration.
5. In particular, the following employee works are subject to registration:
  - a) E-learning courses,
  - b) University textbooks,
  - c) Electronic educational applications,
  - d) Databases,
  - e) Software.
6. When registering employee works referred to in Article 5 (a) to (e), the author of the employee work and in case of multiple co-authors the author from UCT Prague who is listed on the first place is responsible for entering the employee work into the internal information system of the Personal Bibliographic Database (“*Osobní bibliografická databáze*”, OBD) of UCT Prague.
7. In case the legal relationship of the author of an employee work with UCT Prague is terminated before they complete the employee work and also in case there is a reasonable concern on the part of UCT Prague that the employee of UCT Prague will not complete the employee work properly or in time according to the needs of UCT Prague, UCT Prague is authorized to complete the incomplete employee work.

### **Article 18**

#### **Property Rights to Employee Work**

1. Unless otherwise agreed in writing or otherwise stipulated, UCT Prague exercises in its name and on its account the author's property rights to employee works that the author created in order to fulfil their obligations arising from their employment relationship with UCT Prague. The exercise of these rights may be transferred to a third party with the consent of the author of the employee work.
2. The relevant head of department is obliged to take measures to ensure that UCT Prague is authorized to exercise copyrights to employee works or to grant sub-licenses to a third party in all cases (statutory regulation, subsidy provider, etc.) where these rights belong to UCT Prague. Granting of this consent can only be denied for serious reasons.

### **Article 19**



### **Exercise of Property Rights to Employee Work by Employees of UCT Prague**

1. The exercise of property rights to employee works created for the purpose of publication in professional journals or conference proceedings is reserved to the employees of UCT Prague.
2. Authors of employee works under Para 1 are obliged to comply with the limitations set by the subsidy provider or by a contract between UCT Prague and an external subject, in particular the limitation of the exercise of the copyright within the given territorial, temporal and material scope.

### **Article 20**

#### **Grant of a Copyright License at a Request of the Author of Employee Work**

1. The author has the right to apply in writing for the granting of a license for an employee work under the usual conditions also in case where UCT Prague does not exercise the rights to the employee work at all or exercises them insufficiently.
2. The relevant Vice-Rector or Dean of faculty comments in writing on the written application under Para 1 and concludes a license agreement with the author of the employee work. In case of works referred to in Article 17 Para 5, the written application must be filed with the Department for Strategies and Development, which archives applications, Vice-Rector's or Dean's opinions and the relevant license agreements.

### **Article 21**

#### **Transfer of Right to Exercise Copyright**

1. UCT Prague may transfer the exercise of property rights to an employee work to a third party with a written consent of the author. The agreement to transfer the right to exercise property rights to an employee work is signed by the Registrar upon a proposal of the Dean or Vice-Rector. The secretariat of the Registrar archives both these agreements and the written consents of authors.
2. The written consent of the author under previous paragraph is not required where UCT Prague concludes a license agreement in which the right to exercise the property rights is not transferred.

### **Article 22**

#### **School Work**

1. The term "school work" is defined in Article 2, Para 27 of this Directive. A school work under this Directive is understood to mean, in particular, bachelor, diploma, dissertation, seminar and other theses.
2. The transfer of property rights to a school work at UCT Prague does not happen directly under the law.
3. UCT Prague has the right to use a school work for instruction or other educational activity, or for its own internal needs, but not for commercial benefit. For example, the lending of a school work is not considered as an internal need.

4. Under usual conditions, UCT Prague has the right to conclude a license agreement for the use of a school work. If the author of such work refuses to grant consent without providing a good reason, UCT Prague may bring a request to replace the lack of intention before a court.
5. The author of a school work may use the school work or grant a license to another, unless this is in conflict with the legitimate interests of UCT Prague. UCT Prague is entitled to require that, in connection with such use of a school work or the granting of a license, the author of the school work should contribute appropriately to the costs UCT Prague incurred in creating the work, depending on the circumstances, up to the actual amount.

## **PART SEVEN**

### **Common Provisions**

#### **Article 23**

##### **Acquisition of Intellectual Property Rights**

1. The Rector decides on the acquisition of industrial property rights and concludes the relevant transfer, license or other agreements on behalf of UCT Prague.
2. The Rector decides on the acquisition of rights to know-how related to industrial property and concludes the relevant agreements on acquisition of rights to know-how on behalf of UCT Prague.
3. The Vice-Rector for R&D decides on the acquisition of trademark rights and the Registrar concludes the relevant transfer, license or other agreements on behalf of UCT Prague.

#### **Article 24**

##### **Final Provisions**

1. The Vice-Rector for R&D is responsible for monitoring the compliance, interpretation and updating of the Directive.
2. The following annexes are part of the Directive:
  - a) Annex No 1: The form “Disclosure by the Inventor of the Creation of an Object of Industrial Property”
  - b) Annex No. 2: The form “Disclosure of the Creation of Know-How”

**prof. Ing. Karel Melzoch, CSc.**  
Rector