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**REGULATIONS**  
**GOVERNING THE MANAGEMENT OF**  
**COPYRIGHT, RELATED RIGHTS AND**  
**INDUSTRIAL PROPERTY RIGHTS**  
**AND RULES OF**  
**COMMERCIALIZATION**  
**AT ADAM MICKIEWICZ UNIVERSITY, POZNAŃ**

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## Section 1

### General provisions

#### §1

The terms used in the Regulations shall mean:

- 1) intellectual property - works or results;
- 2) doctoral student - a participant in doctoral studies started before the academic year 2019/2020 or a person admitted to doctoral school who has acquired the rights of a doctoral student;
- 3) head of a unit - a dean, director of a branch, head of: a university centre [Pol. *jednostka ogólnouczelniana, centrum uniwersyteckie or ośrodek uniwersytecki*], a NanoBioMedical Center, a unit established jointly with another entity or a unit outside Adam Mickiewicz University;
- 4) project manager - the person responsible for the execution and implementation of the project;
- 5) Committee - the Committee on Intellectual Property of Adam Mickiewicz University in Poznań, established in particular to give opinions on matters specified in the Regulations or to make proposals as specified in the Regulations;
- 6) duties under the employment relationship - tasks the performance of which is the responsibility of the employee, in particular, arising from his or her employment contract; if and when the scope of the employee's duties in his or her employment contract has not been determined, his or her duties are determined on the basis of the provisions of the Law on Higher Education and Science, the provisions of the work Regulations, the scope of activities assigned to the employee, the instructions of the superior falling within the scope of the employee's duties;
- 7) protection proceedings - all activities related to obtaining formalized legal protection in the home country or abroad, in particular patents for inventions, protection rights for utility models and trademarks, registration rights for industrial designs, topographies of integrated circuits and geographical indications;
- 8) thesis - an independent study of a scientific, artistic or practical issue or a technical or artistic achievement, demonstrating the student's general knowledge and skills related to studies in a particular field, level and profile, as well as the ability to analyze and make conclusions independently;
- 9) employee - a person in an employment relationship with Adam Mickiewicz University;
- 10) copyright - property or moral copyright within the meaning of the provisions of the Law on Copyright and Related Rights;
- 11) copyright and related rights - the Law of February 4, 1994 on copyright and related rights (consolidated text in: Journal of Laws 2019, item 1231, as amended);
- 12) Industrial Property Law - the Act of June 30, 2000 on Industrial Property Law (consolidated text in: Journal of Laws 2017, item 776 as amended);
- 13) project - means a commercial project or a co-funded project or an in-house project;
- 14) commercial project - means scientific research, development work or artistic creation carried out within Adam Mickiewicz University on behalf of and for the benefit of an external, domestic or foreign entity;
- 15) co-financed project - means scientific research, development work or artistic creation carried out within Adam Mickiewicz University, financed or co-financed by external, domestic or foreign entities, in particular those established to support scientific activity, the implementation of tasks of scientific, scientific and technical or innovation

- policy, including, but not limited to: National Science Center, National Center for Research and Development;
- 16) in-house project - means scientific research, development work or artistic creation carried out within Adam Mickiewicz University, with its own funds;
  - 17) Regulations - these Regulations for the management of copyright, related rights and industrial property rights and the principles of commercialization at Adam Mickiewicz University in Poznań;
  - 18) Rector - the person who serves as the Rector of Adam Mickiewicz University;
  - 19) results - shall be understood as the results of scientific research that are an invention, utility model, industrial design or integrated circuit topography, bred or discovered and derived plant variety, the results of development work, and the results of artistic creativity created in the performance of duties under the employment relationship by an employee of Adam Mickiewicz University, as well as the know-how related to these results;
  - 20) doctoral dissertation - presents the general theoretical knowledge of a candidate for a doctoral degree in a discipline or disciplines and the ability to conduct scientific or artistic work independently;
  - 21) patent attorney - a person with the rights of a patent attorney employed at Adam Mickiewicz University or cooperating with Adam Mickiewicz University under a separate agreement;
  - 22) special-purpose vehicle - a capital company established pursuant to and in accordance with the provisions of the Law on Higher Education and Science for the purpose of indirect commercialization, consisting of subscription or acquisition of shares in companies or subscription warrants entitling to subscription or acquisition of shares in companies, in order to implement or prepare for implementation of the results of scientific activity or know-how related to these results,
  - 23) student - a person enrolled in the list of students who has acquired the rights of a student;
  - 24) creator - an individual or individuals (co-creators) who have created intellectual property;
  - 25) UCITT - Adam Mickiewicz University Center for Innovation and Technology Transfer at AMU, which is a center for technology transfer within the meaning of the Law on Higher Education and Science;
  - 26) university - Adam Mickiewicz University in Poznań;
  - 27) Law on Higher Education and Science - the Law of July 20, 2018 on Higher Education and Science (Journal of Laws 2018, item 1668, as amended);
  - 28) works – shall be understood as any manifestation of creative activity of an individual character, established in any form, regardless of value, purpose and manner of expression, in particular: works expressed in words, mathematical symbols, graphic signs (literary, journalistic, scientific, cartographic and computer programs), artistic, photographic, violin-making, musical and verbal-musical, stage, stage-musical, choreographic and pantomimic, audio-visual works (including film);
  - 29) scientific works - works based on original experimental material or contributing new, original content, being the result of a scientific cognitive process, in particular: scientific publications - containing original analyses and conclusions, including critical studies referring to source materials, concerning a specified area of a selected field or scientific discipline, other publications organizing a specific area of scientific

knowledge or a series of research results, containing the critical contribution of the author.

## **Chapter 1**

### **Personal scope**

#### **§2**

The provisions of the Regulations apply to:

- 1) employees,
- 2) doctoral students, insofar as they are bound to Adam Mickiewicz University by a separate agreement, which provides for the application of the provisions of the Regulations in relations between the parties, or who have made declarations of acknowledgment of the validity of the Regulations and have undertaken to abide by them, which is without prejudice to the rights of Adam Mickiewicz University under the provisions of applicable law or the provisions of the Regulations adopted by doctoral students;
- 3) students, provided that they are bound to Adam Mickiewicz University by a separate agreement, which provides for the application of the provisions of the Regulations in relations between the parties, or who have submitted declarations of acknowledgment of the validity of the Regulations and have undertaken to abide by them, which is without prejudice to the rights of Adam Mickiewicz University under the provisions of applicable law or the provisions of the Regulations adopted by the students;
- 4) third parties, not employed by Adam Mickiewicz University, participating in projects, provided that they are bound to Adam Mickiewicz University by a separate agreement that provides for the application of the provisions of the Regulations between the parties, or who have made declarations of acceptance of the validity of the Regulations and have undertaken to abide by them, which does not prejudice the rights of Adam Mickiewicz University under the provisions of applicable law.

#### **§3**

The provisions of the Regulations also apply in relations between Adam Mickiewicz University and other entities with which co-financed projects or commercial projects or other activities related to existing or potential intellectual property are carried out, provided that they are bound to Adam Mickiewicz University by a separate agreement that provides for the application of the provisions of the Regulations in relations between the parties.

#### **§4**

Agreements referred to in §2(2), §2(3), §2(4) and §3, shall be concluded on behalf of Adam Mickiewicz University by the Rector or a person authorized by the Rector.

## **Chapter 2**

### **Material scope**

#### **§5**

The provisions of the Regulations apply to intellectual property, which, in particular:

- 1) has been created in connection with the performance of duties under the employment relationship,

- 2) has been obtained in the course of projects,
- 3) has been obtained in the course of work on a thesis or dissertation,
- 4) has been obtained in the course of scholarships or sabbaticals,
- 5) to which Adam Mickiewicz University has acquired rights as a result of other legal events.

## **Section 2**

### **Intellectual property**

#### **Chapter 1**

##### **Entities entitled to rights to intellectual property**

###### **§6**

Subject to the author's moral rights, the entire rights to intellectual property vest in Adam Mickiewicz University, unless otherwise provided for in an employment contract, other agreement or statement by the creator, provisions of the Regulations or mandatory provisions of law.

###### **§7**

Contracts for the implementation of individual projects may provide for different rules for the acquisition of intellectual property rights to intellectual property, including the obligation of Adam Mickiewicz University to transfer all or part of the rights to intellectual property to the creator or a third party.

###### **§8**

Within the framework of commercial projects, Adam Mickiewicz University may conduct scientific research, development work or artistic creation on behalf of external entities, as a result of which the intellectual property rights to intellectual goods will belong to the external entity or to a third party. The conduct of commercial projects must not impede the conduct of in-house projects or co-funded projects, especially those related to the commercialization of intellectual property by Adam Mickiewicz University.

###### **§9**

In the case of intellectual property, all or part of whose copyrights belong to Adam Mickiewicz University, the creator undertakes to exercise his or her moral copyrights in such a way as not to infringe on the interests of Adam Mickiewicz University or a third party, in particular, not to hinder commercialization.

#### **Chapter 2**

##### **Employees**

###### **§10**

1. Adam Mickiewicz University shall have priority of publication of an employee's scientific work, unless otherwise specified in the employment contract or other agreement.
2. The priority of publication referred to in §10(1) shall expire if no agreement for the publication of a scientific work is concluded with the employee within six months of

the delivery of the scientific work, or if the scientific work has not been published within two years from the date of its acceptance.

3. During the period of priority referred to in §10(1), the employee may not publish or distribute the results without the prior written consent of Adam Mickiewicz University under pain of nullity, subject to §10(4).
4. Guided by the principle of freedom of scientific research and aiming to provide employees with the opportunity to publish scientific works in the most reputable publishers, Adam Mickiewicz University shall not exercise the right of priority referred to in §10(1) except in the following cases:
  - a. publication of a scientific work would violate Adam Mickiewicz University's obligations under agreements or decisions regarding the implementation of commercial projects, co-funded projects or mandatory laws;
  - b. publication would disclose the results, and such disclosure would deprive Adam Mickiewicz University or a third party of the possibility of taking action of protection proceedings with respect to these results or the possibility of their economic exploitation.
5. Prior to publication of a scientific work, the employee shall verify that the scientific work meets the prerequisites indicated in §10(4)(1) or §10(4)(2).
6. In cases where a scientific work meets the prerequisites indicated in §10(4)(1) or §10(4)(2), the employee shall be obliged to inform the head of the unit of the intention to publish in order to obtain a statement from Adam Mickiewicz University waiving the priority right to publish the scientific work. In justified cases, the head of the unit may request an opinion from the Committee on the possibility of submitting a statement on waiving the priority right to publish a scientific work.

## **§11**

Adam Mickiewicz University has the right to use the scientific material contained in a published scientific work, free of charge, within the framework of teaching, scientific, research and information activities conducted at Adam Mickiewicz University. This right includes, in particular, the right to use the scientific material as part of the teaching activities of Adam Mickiewicz University (e.g., in lectures, classes, seminars) by employees or other persons carrying out teaching activities at Adam Mickiewicz University and students or doctoral students.

## **§12**

Any publication of a scientific work should include information on affiliation and sources of funding, in accordance with generally applicable regulations.

## **§13**

The publication of a scientific work in violation of the rules set forth in §10, §11 or §12 may be subject to liability for damages.

### **Chapter 3**

#### **Doctoral students**

##### **§14**

Rights to intellectual property created by a doctoral student in connection with doctoral studies commenced prior to the 2019/2020 academic year or training at a doctoral school are the property of the doctoral student, subject to §16 and §17.

##### **§15**

Adam Mickiewicz University is obliged to conclude an agreement with the doctoral student regulating the participation of the doctoral student in the particular scientific research, development work or artistic creation carried out by Adam Mickiewicz University. Adam Mickiewicz University shall conclude the agreement before the doctoral student participates in scientific research, development work or artistic creation. In particular, the agreement shall regulate the terms and conditions of a doctoral student's participation in scientific research, development work or artistic creation, as well as the rights to intellectual property created in connection with such research, work or creation, subject to §17.

##### **§16**

Rights to intellectual property created by a doctoral student under separate agreements shall be governed by those agreements, subject to §17.

##### **§17**

A doctoral student may not disclose the results, without the express consent of Adam Mickiewicz University, in any form, in particular through the publication of intellectual property, including a doctoral dissertation or other scholarly work, if such disclosure would deprive Adam Mickiewicz University or a third party of the possibility of obtaining legal protection for these results or the possibility of their economic exploitation. In the event of the occurrence of the circumstances indicated in the first sentence, Adam Mickiewicz University is obliged to exercise due diligence in allowing the doctoral student to defend the dissertation within the appropriate time limits.

### **Chapter 4**

#### **Students**

##### **§18**

1. Adam Mickiewicz University shall have priority in publishing the student's thesis.
2. If Adam Mickiewicz University has not published the thesis within 6 months of its defense, the student who prepared it may publish it, unless the thesis is part of a collective work, and subject to §22.

##### **§19**

The rights to intellectual property created by the student in connection with the course of study shall be the property of the student, subject to §18(1), §21 and §22.

##### **§20**

Adam Mickiewicz University is obliged to conclude an agreement with the student regulating the student's participation in specific scientific research, development work or artistic creation

carried out by Adam Mickiewicz University. Adam Mickiewicz University shall conclude the agreement before the student participates in scientific research, development work or artistic creation. The agreement shall regulate, in particular, the terms of the student's participation in scientific research, development work or artistic creation and the rights to intellectual property created in connection with such research or work, subject to §22.

#### **§21**

Rights to intellectual property created by the student under separate agreements shall be governed by those agreements, subject to §22.

#### **§22**

A student may not disclose the results, without the express consent of Adam Mickiewicz University, in any form, in particular through the publication of intellectual property, including the thesis, if such disclosure would deprive Adam Mickiewicz University or a third party of the possibility of obtaining legal protection for these results or the possibility of their economic exploitation.

### **Chapter 5**

#### **Third parties**

#### **§23**

Rights to intellectual property created by third parties under separate agreements shall be governed by those agreements, subject to §25.

#### **§24**

Adam Mickiewicz University is obliged to conclude an agreement with a third party regulating the participation of that person in scientific research, development work or artistic creation carried out by Adam Mickiewicz University. Adam Mickiewicz University shall conclude the agreement before the third party participates in scientific research, development work or artistic creation. In particular, the agreement shall regulate the terms and conditions of the third party's participation in scientific research, development work or artistic creation and the rights to the intellectual property created in connection with such research, work or creation, subject to §25.

#### **§25**

A third party may not disclose the results, without the express consent of Adam Mickiewicz University, in any form, in particular through the publication of intellectual property, if such disclosure would deprive Adam Mickiewicz University or the third party of the possibility of obtaining legal protection for these results or the possibility of their economic exploitation.



## **Section 3 Projects**

### **Chapter 1 In-house projects**

#### **§26**

Adam Mickiewicz University may implement in-house projects.

#### **§27**

Within the framework of its in-house projects, Adam Mickiewicz University may carry out scientific research, development work or artistic creation, as a result of which intellectual property, including ownership of the results wholly belongs to Adam Mickiewicz University.

#### **§28**

In-house projects are conducted at Adam Mickiewicz University based on the decision of the Rector or the head of the unit.

#### **§29**

Implementation of an in-house project requires the commencement of the project and the appointment of a project manager, who shall be responsible for the execution and implementation of the in-house project.

#### **§30**

Employees whose job duties do not include the execution of tasks in an ongoing in-house project, doctoral students, students or third parties may proceed to perform activities in an in-house project only after concluding a project agreement with Adam Mickiewicz University, regulating in particular the rights to intellectual property.

### **Chapter 2 Co-financed projects**

#### **§31**

Adam Mickiewicz University may implement co-financed projects.

#### **§32**

Within the framework of co-financed projects, Adam Mickiewicz University may conduct scientific research, development work or artistic creation, as a result of which intellectual property, including ownership of the results, will belong in whole or in part to the entity financing or co-financing the co-financed project of Adam Mickiewicz University or a third party.

#### **§33**

Co-financed projects are carried out at Adam Mickiewicz University on the basis of decisions issued by entities funding or co-financing scientific research, development work or artistic creation, or agreements for funding or co-financing of scientific research, development work or artistic creation.

### **§34**

1. If the decisions issued by the financing or co-financing entities of scientific research, development work or artistic creation, or agreements for financing or co-financing of scientific research, development work or artistic creation regulate in particular the rights to intellectual property created as a result of the implementation of a co-financed project, Adam Mickiewicz University shall be obliged to take into account these regulations.
2. Should Adam Mickiewicz University use intellectual property owned by Adam Mickiewicz University in the implementation of a co-financed project, Adam Mickiewicz University shall be obliged to indicate the intellectual property it will use in the agreement or statement submitted to the entity financing or co-financing scientific research, development work or artistic creation, prior to the implementation of this project.

### **§35**

In a situation where the intellectual property resulting from the implementation of a co-financed project is vested in Adam Mickiewicz University in its entirety, the provisions of Sections 5 or 6 shall apply accordingly, unless the decision of the financing or co-financing entity or the agreement on the financing or co-financing of scientific research, development work or artistic creation provides otherwise, in particular indicating the manner of use of the intellectual property.

### **§36**

In a situation where intellectual property created as a result of a co-funded project is vested in Adam Mickiewicz University in part, unless the decision of the financing or co-funding entity, or the financing or co-funding agreement, or the agreement governing rights to intellectual property provides otherwise, the provisions of Sections 5 or 6 shall apply accordingly.

### **§37**

Implementation of a co-financed project requires the commencement of the project and the appointment of a project manager who is responsible for the execution and implementation of the co-financed project.

### **§38**

Employees whose job duties do not include the execution of tasks within the scope of the co-financed project being carried out, doctoral students, students or third parties, may join the execution of activities in the co-financed project only after concluding an agreement with Adam Mickiewicz University for the execution of the project, regulating in particular the rights to intellectual property.

## **Chapter 3 Commercial projects**

### **§39**

Adam Mickiewicz University may provide services in the field of scientific activity involving the conduct of scientific research, development work or artistic creation to third parties under commercial projects.

#### **§40**

Within the framework of commercial projects, Adam Mickiewicz University may conduct scientific research, development work or artistic creation on behalf of external entities, as a result of which intellectual property, including ownership of the results, will belong in whole or in part to the entity financing or co-financing the commercial project, the project of Adam Mickiewicz University or a third party.

#### **§41**

Conducting commercial projects must not impede the implementation of Adam Mickiewicz University's basic tasks and other own or co-financed projects.

#### **§42**

Commercial projects are conducted at Adam Mickiewicz University on the basis of agreements.

#### **§43**

Guidelines for the rules of construction of the agreements referred to in §42 shall be established by the Committee.

#### **§44**

1. The agreements referred to in §42 shall, in particular, regulate the rights to intellectual property created as a result of the implementation of the commercial project.
2. Should Adam Mickiewicz University use intellectual property owned by Adam Mickiewicz University in the implementation of a commercial project, then it shall be obliged to indicate in the agreement the intellectual property it will use.

#### **§45**

If the intellectual property created as a result of the implementation of the commercial project is vested in Adam Mickiewicz University in whole or in part, the provisions of Sections 5 or 6 shall apply accordingly.

#### **§46**

Implementation of the agreements referred to in §42 requires the commencement of the commercial project and the appointment of a project manager who is responsible for the execution and implementation of the commercial project and the provisions of these agreements.

#### **§47**

Employees whose job duties do not include the performance of tasks in the ongoing commercial project, doctoral students, students, or third parties, may proceed to perform activities in a commercial project only after concluding an agreement with Adam Mickiewicz University for the implementation of the project, regulating in particular the rights to intellectual property.

## **Chapter 4**

### **Register of projects**

#### **§48**

1. An organizational unit of Adam Mickiewicz University designated by the Rector shall maintain a register covering all projects conducted within Adam Mickiewicz University, hereinafter referred to as the register of projects.
2. The rules for keeping the register of projects, in particular the data to be entered in the register of projects and the specimen forms shall be determined by the Rector in the form of an ordinance.

### **Section 4**

#### **Information obligation and register of results**

#### **§49**

1. The results, the rights to which in whole or in part belong to Adam Mickiewicz University, the creator or the project manager shall immediately report to the head of the unit and to UCITT.
2. The notification referred to in §49(1) shall include, in particular:
  - 1) indication of the name and number of the project, if the result was created as part of the project,
  - 2) indication of the organizational unit of Adam Mickiewicz University in which the result was created,
  - 3) indication of the source of financing of the project, if the result was created as part of the implementation of the project,
  - 4) preliminary indication of the cost of producing the result,
  - 5) an independent preliminary estimate of the market value of the result,
  - 6) submission of a statement that the result does not infringe copyright or related rights of third parties and, to the best of one's knowledge, does not infringe industrial property rights provided for in the Industrial Property Law belonging to third parties,
  - 7) submission of a statement on the protective rights used belonging either to Adam Mickiewicz University or a third party,
  - 8) submission of a statement about co-authors,
  - 9) proposal of a method for protecting the result.

#### **§50**

The creator or the project manager shall be responsible for failure to promptly notify the results to the head of the unit and to UCITT, in particular, for the delay that prevents obtaining protection, in particular, in the form of protective rights provided by the industrial property law.

#### **§51**

At the request of the head of the unit or UCITT, the creator or project manager shall make available additional information and technical experience of the results, together with ownership of the media on which the information was recorded.

## **§52**

1. UCITT shall maintain a register covering all results, hereinafter referred to as the register of results.
2. Detailed rules for keeping the register of results, making entries in this register and specimen forms shall be determined by the Rector in the form of an ordinance.
3. Entry in the register of results shall not prejudice the existence or nonexistence of a right (declaratory nature).

## **Section 5**

### **Commercialization of results generated in the performance of an employee's duties under the employment relationship**

## **Chapter 1**

### **General provisions**

## **§53**

Upon receipt of the notification referred to in §49(1) regarding the results created in the performance of an employee's duties under the employment relationship, Adam Mickiewicz University and the employee who is the creator may, in a manner different from the provisions of §53a and §55 - §67, determine by agreement the rights to such results or the manner and mode of commercialization of such results. In such a case, the provisions of §53a and §55 - §67 shall not apply.

## **§53a**

1. Within 14 days from the date of submission to Adam Mickiewicz University of the notification referred to in §49(1), concerning the results created in the performance of duties under the employment relationship, the employee who is the creator may submit, in writing, a statement of interest in the transfer of rights to the results. The original of the statement shall be submitted by the employee to the head of the unit, and a copy shall be forwarded to UCITT.
2. In a situation where the submission of the statement referred to in §53a(1) above occurs after the submission of the application referred to in §49(1), any deadlines referred to in §55 - §67 shall be calculated from the date of submission by the employee who is the creator of the statement referred to in §53a(1) above.
3. Upon receipt of the statement referred to in §53a(1) above from the employee who is the creator, Adam Mickiewicz University and the employee who is the creator may, in a manner different from the provisions of §55 - §67, determine by agreement the rights to such results or the manner and mode of commercialization of such results. In such a case, the provisions of §55 - §67 shall not apply.

## **§54**

The provisions of §53a and §55 - §67 do not apply to projects that provide for an obligation to transfer the rights to the results to an external entity or a third party designated by that entity, and to projects that specify a method of disposition of the results other than in the Law on Higher Education and Science, and an agreement has been concluded with the employee as referred to in §53 or §53a(3).

## **Chapter 2**

### **Decision on commercialization or non-commercialization of results for which the employee who is the creator has made a statement of interest in acquiring rights**

#### **§55**

The head of the unit shall immediately, but no later than within 7 days from the date of receipt of the application referred to in §49(1), concerning the results created in the performance of the employee's duties under the employment relationship, and the statement of the employee who is the creator referred to in §53a(1), provide the patent attorney with a copy of the application and the statement, if the employee proposed in the application to undertake the protection procedure, or may forward them on his or her own initiative.

#### **§56**

Within 14 days from the date of receipt of the application referred to in §49(1), concerning the results created in the performance of the employee's duties under the employment relationship, and the statement of the employee who is the creator referred to in §53a(1), the head of the unit shall forward the application and the statement to the Committee, together with his or her own opinion on the funds for commercialization.

#### **§57**

Within 14 days from the date of receipt of a copy of the application and the statement from the head of the unit, the patent attorney provides the Committee with a preliminary opinion on the possibility of including the notified results in the protection proceedings.

#### **§58**

The Committee, immediately upon receipt of the documents referred to in §56, shall take all necessary actions to issue an opinion on the commercialization or non-commercialization of the submitted results.

#### **§59**

The Committee shall issue an opinion on the commercialization or non-commercialization of results generated in the performance of an employee's duties under the employment relationship within 2 months from the date of receipt of the notification of results by the head of the unit in accordance with §49(1) and the statement referred to in §53a(1), and shall submit it to the Rector.

#### **§60**

1. The decision on commercialization or non-commercialization of the results created in the performance of the employee's duties under the employment relationship shall be made by the Rector or a person authorized by the Rector, within 3 months from the date of notification of the results to the head of the unit in accordance with §49(1) and receipt of the statement of the employee who is the creator, referred to in §53a(1).
2. Before making a decision, the Rector or a person authorized by the Rector may request additional information or clarification from the head of the unit, the Committee, the patent attorney, the employee, the project manager or other persons.

## **§61**

1. The decision on the commercialization or non-commercialization of the results generated in the performance of the employee's duties under the employment relationship shall be forwarded by the Committee, to the postal address of the employee indicated in the notification referred to in §49(1), or delivered at the workplace.
2. If the postal operator is unable to deliver the decision on either commercialization or non-commercialization, the postal operator shall keep the letter for a period of 14 days at its post office. If the employee fails to take delivery of the letter within 14 days from the date of the first notice, delivery shall be deemed to have been made at the end of the last day of this period.

## **Chapter 2a**

### **Decision on commercialization or non-commercialization of results for which the employee who created them has not filed a statement of interest in acquiring rights**

## **§61a**

Provisions of §55 - §61 shall apply accordingly to applications for the results referred to in §49(1), as to which the employee who is their creator has not made the declaration referred to in §53a(1) of the provision, with the exception that the deadlines indicated in these provisions shall not apply.

## **Chapter 3**

### **The procedure in the event of a decision on non-commercialization of results created in the performance of the employee's duties under the employment relationship, as to which the employee who is their creator has made a statement of interest in acquiring rights**

## **§62**

1. In the event of a decision to non-commercialize or after the expiration of the 3-month period to no avail, within 30 days from the decision to non-commercialize or from the expiration of the 3-month period, the Committee shall submit to the employee or employees who are co-creators an offer to conclude an unconditional and paid agreement for the transfer of rights to the results, including information, technical experience, works and ownership of the media on which the information was recorded.
2. In the offer, Adam Mickiewicz University shall designate a term, not less than 30 days, within which it will expect a response from the employee.
3. The employee's response confirming acceptance of Adam Mickiewicz University's offer shall be the basis for the conclusion of an agreement on the transfer of rights.
4. The employee's response confirming acceptance of Adam Mickiewicz University's offer subject to changes or additions to its content shall constitute a new offer. The submission of a new offer by the employee shall be the basis for negotiations between the employee and Adam Mickiewicz University. Negotiations for and on behalf of Adam Mickiewicz University shall be conducted by the director of UCITT.
5. In the absence of a response from the employee, within the period specified in the offer, after the expiration of this period, the offer shall cease to be binding on Adam Mickiewicz University, and the rights to the results including information, works, and

ownership of the media on which the results and works were recorded, and technical experience, shall vest in Adam Mickiewicz University.

### **§63**

1. If an employee accepts the offer, an agreement for the transfer of rights shall be concluded.
2. The agreement shall be concluded in writing, under pain of nullity, by the Rector or a person authorized by the Rector.

### **§64**

Adam Mickiewicz University's remuneration for the transfer of rights may not be higher than 5% of the average salary in the national economy in the previous year, as announced by the President of the Central Statistical Office pursuant to Article 20, item 1, letter a of the Act of December 17, 1998 on retirement pensions and disability pensions from the Social Insurance Fund, in effect on the date of conclusion of the transfer of rights agreement.

### **§65**

1. The rights transfer agreement shall contain, in particular, provisions on the remuneration to which Adam Mickiewicz University is entitled in the event of commercialization of results by an employee, with Adam Mickiewicz University being entitled to 25% of the value of the funds obtained by the employee from the commercialization, reduced by 25% of the costs directly related to such commercialization that were incurred by the employee.
2. The transfer of rights agreement shall include, in particular, provisions for the employee's consent to Adam Mickiewicz University's use of the results for scientific, research, teaching or information purposes.
3. Detailed guidelines for the rights transfer agreement shall be established by the Committee.

## **Chapter 4**

### **The procedure in the event of a decision to commercialize the results created in the performance of the employee's duties under the employment relationship**

### **§66**

If Adam Mickiewicz University decides to commercialize the results created in the performance of the employee's duties under the employment relationship:

- 1) the funds from the commercialization shall be divided between Adam Mickiewicz University and the employee,
- 2) the employee shall be entitled to:
  - a) 50% of the commercialization funds obtained by Adam Mickiewicz University from direct commercialization, reduced by 25% of the costs directly related to such commercialization that were incurred by Adam Mickiewicz University or the special purpose vehicle, or
  - b) 50% of the commercialization funds obtained by the SPV following the indirect commercialization in question, reduced by 25% of the costs directly related to such commercialization that were incurred by Adam Mickiewicz University or the SPV;



- 3) the right to a portion of the commercialization funds referred to in §55(2), shall be vested in the employee for a period of 5 years from the date of receipt of the first funds from commercialization;
- 4) the distribution of funds to which employees who are co-creators from commercialization are entitled shall be made in a proportion depending on their participation in the creation of results. The rules of distribution should be established in a written agreement between employees and submitted to Adam Mickiewicz University no later than one month before the date of payment of these funds. If the co-creator employees do not specify their shares, the shares will be determined by the competent authorities based on the relevant provisions of the Civil Code. Until the shares due to individual employees are determined, the remuneration due to them may be paid by Adam Mickiewicz University into court.

### **§67**

The commercialization funds due to Adam Mickiewicz University shall be divided as follows:

- 1) 50% to the organizational units of Adam Mickiewicz University whose employees were involved in the creation of the results;
- 2) 30% to the central budget,
- 3) 20% for the task budget, created for the purposes of commercialization and protection proceedings, at the disposal of the pro-rector designated by the Rector.

## **Section 6**

### **Commercialization of results other than those indicated in Section 5 of the Regulations**

#### **Chapter 1**

##### **General provisions**

### **§68**

1. The provisions of Section 6 of the Regulations shall apply to results other than those indicated in Section 5 of the Regulations if and to the extent that these issues have not been regulated in agreements for the implementation of projects.
2. Subject §68(1), the provisions of Section 6 of the Regulations shall apply to results other than those indicated in Section 5 of the Regulations, of which Adam Mickiewicz University is the owner or co-owner.

#### **Chapter 2**

##### **Decision on commercialization**

### **§69**

The head of the unit, immediately upon receipt of the application referred to in §49(1) for results other than those indicated in Section 5 of the Regulations, may provide the patent attorney with a copy of the application, provided that the creator or project manager proposed in the application to undertake the protection procedure, or on his or her own initiative.

#### **§70**

The head of the unit, immediately upon receipt of the application referred to in §49(1), concerning results other than those indicated in Section 5 of the Regulations, shall forward the application to the Committee, together with his or her own opinion on the financial resources for commercialization.

#### **§71**

In the event of receipt from the head of the unit of the application referred to in §69, the patent attorney shall, without undue delay, provide the Committee with a preliminary opinion on the possibility of including the notified results other than those indicated in Section 5 of the Regulations in the protection proceedings.

#### **§72**

Immediately upon receipt of the application referred to in §70, the Committee shall take all necessary actions to issue an opinion on the commercialization or commencement of protection proceedings with respect to the notified results other than those indicated in Section 5 of the Regulations.

#### **§73**

The Committee shall issue an opinion on commercialization or undertaking protection proceedings with respect to results other than those indicated in Section 5 of the Regulations.

#### **§74**

1. The decision on commercialization or undertaking protection proceedings with respect to results other than those indicated in Section 5 of the Regulations shall be made by the Rector or a person authorized by the Rector.
2. Before making a decision, the Rector or a person authorized by the Rector may request additional information or clarification from the head of the unit, the Committee, the patent attorney, the creator, the project manager or other persons.

### **Chapter 3**

#### **Rules for remuneration of creators of results other than those indicated in Section 5 of the Regulations**

#### **§75**

1. The funds from the commercialization of results other than those indicated in Section 5 of the Regulations shall be divided between Adam Mickiewicz University and the creator in accordance with the rules set forth in the agreement concluded between these entities.
2. If the agreement referred to in §75(1) does not specify the rules for the distribution of funds from the commercialization of results other than those indicated in Section 5 of the Regulations, they shall be shared between Adam Mickiewicz University and the creator in accordance with the following rules:
  - 1) the creator shall be entitled to:
    - a) 50% of the commercialization funds obtained by Adam Mickiewicz University from direct commercialization, reduced by 25% of the costs directly related to

such commercialization that were incurred by Adam Mickiewicz University or the special purpose vehicle, or

- b) 50% of the commercialization funds obtained by the SPV following indirect commercialization, reduced by 25% of the costs directly related to such commercialization that were incurred by Adam Mickiewicz University or the SPV;
- 2) the right to a portion of the funds from commercialization referred to in §75(2)(1), shall be vested in the creator for a period of five years from the date of receipt of the first funds from commercialization;
  - 3) the distribution of funds to which co-creators are entitled from commercialization shall be made in a proportion depending on their share in the creation of results. The rules of distribution should be established in a written agreement between the creators and submitted to Adam Mickiewicz University no later than one month before the date of payment of these funds. If the co-creators do not determine their shares, the shares will be determined by the competent authorities based on the relevant provisions of the Civil Code. Until the shares due to individual creators are determined, the remuneration due to them may be paid by Adam Mickiewicz University into court.

## **§76**

Funds from the commercialization of results other than those indicated in Section 5 of the Regulations to which Adam Mickiewicz University is entitled shall be divided as follows:

- 1) 50% to the organizational units of Adam Mickiewicz University from which the creators were involved in the creation of the results;
- 2) 30% for the central budget,
- 3) 20% for the task budget, created for the purposes of commercialization and protection proceedings, at the disposal of the pro-rector designated by the Rector.

## **Section 7**

### **Principles, path and procedure for commercialization**

#### **Chapter 1**

#### **Principles of commercialization**

## **§77**

- 1. Commercialization of intellectual property shall be carried out in accordance with the principles of fair trading.
- 2. Commercialization shall be carried out taking into account best practices, with the understanding that the optimal and recommended way of commercialization is to grant a license.
- 3. A different path of commercialization or a different way of commercialization may be chosen when more favorable opportunities for commercialization arise or when, on the path or way chosen so far, commercialization was significantly difficult or generated significant costs.
- 4. At any stage of commercialization, the Rector may decide not to continue it, change the path of commercialization or change the method of commercialization.

5. The creator shall cooperate with Adam Mickiewicz University in the ongoing commercialization.
6. Funds from the commercialization of intellectual property other than those indicated in Sections 5 and 6 of the Regulations shall be divided between Adam Mickiewicz University and the creator in accordance with the rules set forth in the agreement concluded between these entities.

## **Chapter 2**

### **Paths of commercialization**

#### **§78**

1. Commercialization may be carried out under one of two paths: direct commercialization or indirect commercialization.
2. Direct commercialization is carried out under one of the ways of commercialization:
  - 1) selling the results,
  - 2) giving to use the results, in particular on the basis of a license, lease or rental agreement.
3. Direct commercialization is carried out by UCITT.
4. Indirect commercialization - consists in subscription or acquisition of shares in companies or subscription warrants entitling to subscription or acquisition of shares in companies, in order to implement or prepare for implementation of results.
5. In order to carry out indirect commercialization, Adam Mickiewicz University may establish, co-found or join already existing special purpose vehicles.

## **Chapter 3**

### **Commercialization procedure**

#### **§79**

The Committee shall either develop or commission UCITT or an SPV to develop a plan for the commercialization of the intellectual property in question, including, in particular, a study of the commercialization potential, an analysis of the target market, valuation, and the possibility of obtaining and maintaining legal protection.

#### **§80**

1. On the basis of the commercialization plan, the Committee shall adopt a resolution on the commercialization process, specifying in particular the detailed guidelines for commercialization, including the indication of the commercialization path.
2. The Committee's resolution shall include, in particular, a justification for the selection of a particular commercialization path based on the commercialization plan.
3. The Committee's resolution on commercialization may be amended in accordance with changes in circumstances, in particular, the path or way of commercialization may be changed.

#### **§81**

Under the terms of the resolution, the Committee (UCITT) special purpose vehicle shall select an investor interested in commercialization and negotiate the form and detailed terms of commercialization.

## **§82**

(Repealed.)

## **§83**

At the request of the Committee, the Rector shall apply to Adam Mickiewicz University senate for approval of the legal act of disposing of the results or protection rights thereon, in situations specified in the statutes of Adam Mickiewicz University or generally applicable laws.

## **§84**

The Committee shall adopt a resolution containing a draft commercialization agreement.

## **Section 8**

### **Protection proceedings for results**

## **§85**

1. The procedure for protection proceedings with respect to the results subject to these proceedings, which are the exclusive property of Adam Mickiewicz University, shall begin after the decision on commercialization referred to in Chapter 2 of Section 5 or Chapter 2 of Section 6, unless otherwise provided for in the Regulations or agreement.
2. The procedure for protection proceedings with respect to the results subject to these proceedings, which are the exclusive property of Adam Mickiewicz University, in connection with the employee's failure to accept the offer referred to in Section 5, Chapter 3, shall begin after the decision to protect them has been made by the Rector or the competent head of the unit.
3. The procedure for protection proceedings with respect to the results subject to such proceedings, which are jointly owned by Adam Mickiewicz University and a third party, shall be undertaken in accordance with the rules set forth in the agreements between Adam Mickiewicz University and such persons.
4. The procedure for protection proceedings with respect to the results subject to such proceedings, the rights to which Adam Mickiewicz University has acquired as a result of other legal events, shall be initiated after the decision to protect them has been made by the Rector or the competent head of the unit.

## **§86**

In particularly justified cases, the Rector or the vice-rector designated by the Rector may decide to start the protection procedure earlier.

## **§87**

Adam Mickiewicz University shall not undertake protection proceedings with respect to results, subject to such proceedings, the rights to which have been transferred to the creator or a third party, as well as with respect to results owned by third parties, unless otherwise provided by agreement.

## **§88**

The protection proceedings shall be conducted by UCITT, with the proviso that the proceedings before the relevant patent offices (or other entities granting protection rights for

results) shall be conducted by a patent attorney or other entity authorized by the Rector with the appropriate authority.

## **Section 9**

### **Intellectual Property Committee of Adam Mickiewicz University in Poznań**

#### **§89**

The Committee is a permanent committee appointed by the Rector.

#### **§90**

The powers of the Committee shall include:

- 1) expressing an opinion on matters concerning the determination of whether the results can be the subject of industrial property rights,
- 2) expressing an opinion on whether it is advisable to apply for protection rights for the results,
- 3) requesting the appointment of experts and requesting the commission of opinions, necessary for the Rector to make decisions, in particular on the commercialization of results,
- 4) conducting, at least once a year, a review of the results and, after consultation with the heads of the units, giving an opinion on whether it is advisable to maintain or extend the protection of individual results,
- 5) undertaking activities arising from the Regulations,
- 6) taking other actions ordered by the Rector with respect to results that are or may be subject to the rights of Adam Mickiewicz University,
- 7) taking action to resolve disputes over matters covered by the Regulations.

#### **§91**

1. The Committee shall consist of at least 7 (seven) members.
2. The ex officio members of the Committee shall be:
  - 1) the Vice-Rector designated by the Rector,
  - 2) the director of UCITT.
3. The other members of the Committee shall be appointed and dismissed by the Rector from among persons with knowledge and practice in the field of commercialization of intellectual property, for a joint term of office.
4. The term of office of the Committee shall be 4 years and shall begin on the date of holding the first meeting of the Committee of the new term, subject to §91(5).
5. The Committee of the new term shall hold its first meeting no later than December 31, inclusive, of the calendar year in which the term of office of the Rector began.
6. Meetings of the Committee may be attended, in an advisory capacity, by Adam Mickiewicz University's legal counsel or patent attorney.
7. The Committee Chairman may invite guests in an advisory capacity or other persons to participate in Committee meetings in order to obtain additional information.

#### **§92**

1. The Committee Chairman shall be the vice-rector designated by the Rector, and in his or her absence, a person authorized by the Rector from among the members of the Committee.

2. The Committee shall elect a secretary from among its members, who shall be responsible for the day-to-day conduct of the Committee's work and its documentation.

### **§93**

Administrative support for the Committee shall be provided by UCITT.

### **§94**

1. The Committee shall express its opinions in writing in the form of resolutions adopted by an absolute majority of votes. The validity of the Committee's resolution requires the presence of at least 4 (four) of its members. In case of equality of votes, the vote of the Committee Chairman shall be decisive.
2. Opinions of the Committee which are the basis for decisions taken by the Rector shall include justification.

### **§95**

A Committee member who has a conflict of interest in a matter in which the Committee makes a decision or expresses an opinion shall be required to exclude himself or herself from the proceedings in that matter. A Committee member has a conflict of interest in particular:

- 1) in cases in which the Committee member is a party or has such a legal relationship with one of the parties that the outcome of the case affects his or her rights or obligations,
- 2) in matters of his or her spouse, relatives or affinities in the direct line, collateral relatives to the fourth degree and collateral affinities to the second degree,
- 3) in cases in which he or she was or is involved in the project that produced the results.

### **§96**

1. The Committee shall meet at least twice a year. In order to consider current issues that require its opinion, the Committee Chairman may indicate the date of the Committee's meeting, taking into account the status of issues referred to the Committee.
2. In special cases, urgently requiring an opinion, the Committee is obliged to take immediate action outside the normal course of work.

### **§97**

Detailed rules for the functioning of the Committee shall be determined by its Regulations introduced by the Rector.

## **Section 10**

### **Rules of use of property**

### **§98**

1. Adam Mickiewicz University may make its property available to employees, students, doctoral students, third parties (including, in particular, interns or scholarship recipients) for the purpose of using it for commercialization of intellectual property, or

providing services in the field of scientific activity involving the conduct of scientific research, development work or artistic creation.

2. The provision of Adam Mickiewicz University's property, for the purposes referred to in §98(1), should always be based on an appropriate agreement, concluded in writing, unless mandatory regulations require a special form. In particular, the agreement should specify the principles of remuneration due to Adam Mickiewicz University for the use of its property, the duration for which the property is made available and the principles of liability for any damage to the property caused in the course of its use.
3. The remuneration for the use of Adam Mickiewicz University's property should be set at a level not lower than the equivalent of the replacement cost of such property (depreciation) for the duration of its use. In particularly justified cases, it is possible to set the remuneration at a lower level or even to waive the remuneration. The decision in this regard is made by the Rector.
4. Provision of Adam Mickiewicz University's property must take into account the scientific and teaching needs of Adam Mickiewicz University and must not have a negative impact on scientific and teaching activities.
5. Detailed rules for the use of property shall be determined by the regulations governing the use of Adam Mickiewicz University's infrastructure.

## **Section 11**

### **Final provisions**

#### **§99**

1. To the extent not regulated in the Regulations, the following shall apply in particular: the provisions of the Law on Higher Education and Science, Copyright and Related Rights, Industrial Property Law and the Civil Code.
2. Employees who are concurrently employed in other entities, while performing work for these other entities, are required to take special care of Adam Mickiewicz University's rights related to intellectual property, in particular, they are required to inform their immediate superior or the head of the unit of the projects in which they are involved in other entities that may be in competition with projects conducted at Adam Mickiewicz University.