

REGULATIONS  
FOR THE MANAGEMENT OF COPYRIGHT, RELATED RIGHTS AND INDUSTRIAL  
PROPERTY RIGHTS AND THE PRINCIPLES OF COMMERCIALISATION AT ADAM  
MICKIEWICZ UNIVERSITY, POZNAŃ

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## **Part 1**

### **General provisions**

#### **§ 1**

The expressions used herein shall denote:

- 1) intellectual property – works or results;
- 2) doctoral student – a participant of doctoral studies commenced before the academic year 2019/2020 or a person accepted to a doctoral school that has acquired the rights of a doctoral student;
- 3) head of unit – a dean, a branch director, a head of: a university-level unit, a university centre, a university facility, the NanoBioMedical Centre, or a unit established jointly with another entity or with a unit from outside the University;
- 4) principal investigator – person responsible for project implementation;
- 5) Committee – the Intellectual Property Committee of Adam Mickiewicz University, Poznań, established in particular to review matters specified herein and to submit applications specified herein;
- 6) duties under the employment relationship – tasks whose performance is the responsibility of the employee, in particular under their employment contract; if the scope of the employee's duties is not specified in their employment contract, their duties shall be determined on the basis of the provisions of the Act on Higher Education and Science, the provisions of the work regulations, the scope of activities assigned to the employee, and the instructions of the superior falling within the scope of employee duties;
- 7) protective activities – any activities related to obtaining formalised legal protection at home or abroad, in particular patents for inventions, protection rights for utility models and trademarks, and registration rights for industrial designs, topographies of integrated circuits, and geographical indications;
- 8) thesis – an independent study of a scientific, artistic or practical problem, or a technical or artistic achievement that demonstrates the student's overall knowledge and skills related to studies in a particular field, level and profile as well as the ability to analyse and make conclusions independently;
- 9) employee – a person employed at the University;
- 10) copyright – economic or moral rights within the meaning of the Act on Copyright and Related Rights;
- 11) Act on Copyright and Related Rights – Act of 4 February 1994 on copyright and related rights (i.e. Journal of Laws of 2019, item 1231, as amended);
- 12) Act on Industrial Property Law – Act of 30 June 2000 on industrial property law (i.e. Journal of Laws of 2017, item 776, as amended);
- 13) project – a commercial project, a co-funded project, or an in-house project;
- 14) commercial project – research, development, or artistic creation carried out at the University under the instructions and on behalf of an external, national, or foreign entity;
- 15) co-funded project – research, development, or artistic creation carried out at the University, funded or co-funded by external, national, or foreign entities, in particular those established to support scholarly activity and the implementation of tasks in the field of scientific, scientific and technical or innovation policy, including, but not limited to: the National Science Centre and the National Centre for Research and Development;
- 16) in-house project – research, development, or artistic creation carried out at the

- University, funded from the University's own resources;
- 17) Regulations – the present Regulations for the management of copyright, related rights and industrial property rights and the principles of commercialisation at Adam Mickiewicz University, Poznań;
  - 18) Rector – the person serving as the rector of the University;
  - 19) results – the results of research in the form of an invention, a utility model, an industrial design, or a topography of an integrated circuit, a plant variety bred or discovered and developed, the results of development, and the results of artistic creation achieved in the course of a University employee performing their duties under the employment relationship, as well as know-how related to such results;

- 20) doctoral dissertation – a study that presents the overall theoretical knowledge of a candidate for a doctoral degree in a discipline or disciplines and the ability to carry out independent scholarly or artistic work;
- 21) patent agent – a person holding the rights of a patent agent employed at the University or cooperating with the University under a separate agreement;
- 22) special purpose vehicle – a company established on the basis of and pursuant to the provisions of the Act on Higher Education and Science for the purpose of indirect commercialisation consisting in subscription or acquisition of shares or stocks in companies or warrants entitling to subscription or acquisition of shares in companies, in order to implement or prepare for implementation the results of scholarly activity or know-how related to these results;
- 23) student – a person registered on the list of students who has acquired student rights;
- 24) author – a natural person or natural persons (co-authors) who has/have created intellectual property;
- 25) UCITT – AMU University Centre for Innovation and Technology Transfer, which constitutes a technology transfer centre within the meaning of the Act on Higher Education and Science;
- 26) University – Adam Mickiewicz University, Poznań;
- 27) Act on Higher Education and Science – Act of 20 July 2018 on higher education and science (Journal of Laws of 2018, item 1668, as amended);
- 28) works – any manifestation of individual creative activity, in any form, regardless of value, purpose, and manner of expression, in particular: works expressed in words, mathematical symbols, graphic signs (literary, journalistic, scholarly, and cartographic works, and computer programs), plastic, photographic, luther, musical as well as verbal and musical, stage, stage and musical, choreographic and pantomimic, and audiovisual (including film) works;
- 29) scholarly works – works based on original experimental material or contributing new and original content as a result of a scholarly cognitive process, in particular: scholarly publications – containing original analyses and conclusions, including critical studies referring to source materials, concerning a specific area of a selected field or academic discipline, other publications organising a specific area of academic knowledge, or a series of research results containing the author's critical contribution.

## Chapter 1

### Personal scope § 2

These Regulations shall apply to:

- 1) employees,
- 2) doctoral students, provided that they are bound by a separate agreement with the University which provides for the application of the Regulations in the relations between the parties or that they have made a declaration of acceptance of the Regulations and have agreed to comply with them, without prejudice to the University's rights under applicable law or to regulations adopted by doctoral students;
- 3) students, provided that they are bound by a separate agreement with the

University which provides for the application of the Regulations in the relations between the parties or that they have made a declaration of acceptance of the Regulations and have agreed to comply with them, without prejudice to the University's rights under applicable law or to regulations adopted by students;

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4) third parties not employed at the University who participate in projects, provided that they are bound by a separate agreement with the University which provides for the application of the Regulations in the relations between the parties or that they have made a declaration of acceptance of the Regulations and have agreed to comply with them, without prejudice to the University's rights under applicable law;

### § 3

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

### § 4

The agreements referred to in § 2 (2), (3) and (4) as well as § 3 shall be concluded on behalf of the University by the Rector or a person authorised in this respect by the Rector.

## Chapter 2

### Material scope § 5

The provisions hereof shall apply to intellectual property, in particular:

- 1) created in connection with the performance of duties under the employment relationship,
- 2) obtained in the course of implementing projects,
- 3) obtained in the course of work on a thesis or a doctoral dissertation,
- 4) obtained during scholarships, fellowships, or research leaves,
- 5) to which the University has acquired rights as a result of other legal events.

## Part 2

### Intellectual property Chapter 1

#### Holders of intellectual property rights

### § 6

With the exception of moral rights, the entirety of intellectual property rights shall be held by the University, unless otherwise stipulated under the employment contract, other agreement, a declaration of the author, the provisions hereof, 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, including an obligation on the part of the University to transfer all or part of the intellectual property rights to the author or a third party.

### § 8

Under commercial projects, the University may carry out research, development, or artistic creation on behalf of external entities, as a result of which the intellectual property rights shall belong to the external entity or to a third party. Carrying out commercial projects must not hinder the implementation of in-house projects or co-funded projects, in particular those related to the commercialisation of intellectual property by the University.

## § 9

If the economic rights in intellectual property belong in whole or in part to the University, the author shall undertake to exercise their moral rights in such a way that the interests of the University or a third party are not prejudiced, in particular that commercialisation is not hindered.

## Chapter 2 Employees

### § 10

1. The University shall have the right of priority to publish the employee's scholarly work, unless otherwise specified in the employment contract or other agreement.
2. The priority of publication referred to in section 1 shall expire if, within 6 months of the delivery of the scholarly work, no contract for the publication of the scholarly work has been concluded with the employee or if, within two years from the date of its acceptance, the scholarly work has not been published.
3. During the period of priority referred to in section 1, the employee may not publish or disseminate the results without the prior consent of the University expressed in writing under the pain of nullity, subject to section 4.
4. Guided by the principle of freedom of academic research and striving to ensure that employees may publish scholarly works in the most reputable journals and publishing houses, the University shall not exercise the priority right referred to in section 1 except in the following cases:
  - 1) publication of the scholarly work would violate the University's obligations under contracts or decisions concerning the implementation of commercial projects, co-funded projects, or mandatory provisions of law;
  - 2) the publication would disclose results, and such disclosure would deprive the University or a third party of the possibility to undertake protective activities with regard to these results or the possibility of their economic exploitation.
5. Prior to the publication of a scholarly work, the employee shall be obliged to verify whether the scholarly work meets the conditions listed in section 4 (1) or (2).
6. If a scholarly work meets the conditions listed in section 4 (1) or (2), the employee shall be obliged to notify the head of the unit of the intention to publish in order to obtain a statement from the University waiving the right of priority to publish the scholarly work. In justified cases, the head of the unit may ask the Committee for an opinion on the possibility of submitting a statement waiving the right of priority to publish a scholarly work.

### § 11

The University shall have the right to use the academic material contained in the published scholarly work free of charge in its teaching, scholarly, research, and information activities carried out at the University. This right shall in particular cover the right for employees or other persons who carry out teaching activities at the University as well as students and doctoral candidates to use the academic material in the University's teaching activities (e.g. in lectures, classes, or seminars).

### § 12

Each publication of a scholarly work should contain information about the affiliation and the sources of funding, pursuant to generally applicable provision of law.

### **Article 13**

Publishing a scholarly work in violation of the rules laid down in § 10, § 11, or § 12 may result in liability for damages.

### **Chapter 3 Doctoral students**

#### **§ 14**

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

#### **§ 15**

The University shall be obliged to enter into an agreement with the doctoral student regulating the doctoral student's participation in specific research, development, or artistic creation carried out by the University. The University shall enter into the agreement before the doctoral student participates in research, development, or artistic creation. The agreement shall in particular lay down the rules of the doctoral student's participation in research, development, or artistic creation as well as the rights to intellectual property created in connection with that research, development, or artistic creation, subject to § 17.

#### **§ 16**

Rights in 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, without the express consent of the University, disclose results in any form, in particular by way of publication of intellectual property, including their doctoral dissertation or other scholarly work, if such disclosure would deprive the University or a third party from the possibility to obtain legal protection for those results or the possibility of their economic exploitation. If the circumstances referred to in the first sentence arise, the University shall be obliged to take due care to enable the doctoral student to defend the dissertation within the appropriate time limits.

### **Chapter 4 Students**

#### **§ 18**

1. The University shall have priority in publishing a student's thesis.
2. If the University has not published the thesis within six months of its defence, the student who wrote 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 completing studies shall be the property of the student, subject to § 18 (1), § 21 and § 22.

#### **§ 20**

The University shall be obliged to enter into an agreement with the student regulating the student's participation in specific research, development, or artistic creation carried out by the University.



The University shall enter into the agreement before the student participates in research, development, or artistic creation. The agreement shall in particular lay down the rules of the student's participation in research, development, or artistic creation as well as the rights to intellectual property created in connection with that research, development, or artistic creation, subject to § 22.

#### § 21

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

#### § 22

A student may not, without the express consent of the University, disclose results in any form, in particular by way of publication of intellectual property, including their thesis, if such disclosure would deprive the University or a third party from the possibility to obtain legal protection for those results or the possibility of their economic exploitation.

#### Chapter 5 Third parties

#### § 23

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

#### § 24

The University shall be obliged to enter into an agreement with the third party the third party's participation in research, development, or artistic creation carried out by the University. The University shall enter into the agreement before the third party participates in research, development, or artistic creation. The agreement shall in particular lay down the rules of the third party's participation in research, development, or artistic creation as well as the rights to intellectual property created in connection with that research, development, or artistic creation, subject to § 25.

#### § 25

A third party may not, without the express consent of the University, disclose results in any form, in particular by way of publication of intellectual property, if such disclosure would deprive the University or a third party from the possibility to obtain legal protection for those results or the possibility of their economic exploitation.

#### Part 3 Projects

#### Chapter 1 In-house projects

#### § 26

The University may carry out in-house projects.

#### § 27

Under in-house projects, the University may carry out research, development, or artistic creation, as a result of which intellectual property, including the ownership of the results, shall belong to the University.

## § 28

In-house projects shall be carried out at the University under a decision of the Rector or the head of the unit.

## § 29

The implementation of an in-house project shall require the commencement of the project and the appointment of a principal investigator, who shall be responsible for the execution and implementation of the in-house project.

## § 30

Employees whose duties do not include the completion of tasks under an in-house project, doctoral students, students, or third parties may only take up activities under an in-house project after entering into a project agreement with the University regulating in particular intellectual property rights.

## Chapter 2

### Co-funded projects § 31

The University may carry out co-funded projects.

## § 32

Under co-funded projects, the University may carry out research, development, or artistic creation, as a result of which intellectual property, including the ownership of the results, shall belong in whole or in part to the entity funding or co-funding the co-funded project, the University, or a third party.

## § 33

Co-funded projects shall be carried out at the University on the basis of decisions issued by entities funding or co-funding the research, development, or artistic creation or under agreements for the funding or co-funding of research, development, or artistic creation.

## § 34

1. If decisions issued by entities funding or co-funding research, development, or artistic creation or agreements for the funding or co-funding of research, development, or artistic creation regulate in particular rights in intellectual property created as a result of carrying out a co-funded project, the University shall be obliged to respect such regulations.
2. If the University uses intellectual property owned by the University in the implementation of a co-funded project, it shall indicate the intellectual property it will use in the agreement or in a declaration submitted to the entity funding or co-funding the research, development, or artistic creation before commencing the implementation of that project.

## § 35

Where the intellectual property arising from the implementation of a co-funded project is vested in the University in its entirety, the provisions of Parts 5 or 6 shall apply *mutatis mutandis*, unless otherwise specified in the decision of the funding or co-funding entity or in the agreement for the funding or co-funding of research, development, or artistic creation, in particular indicating how the intellectual property is to be used.

## § 36

Where intellectual property arising from the implementation of a co-funded project is vested in the University in part, unless otherwise specified in the decision of the funding or co-funding entity or in the funding or co-funding agreement or in the agreement governing intellectual property rights, the provisions of Parts 5 or 6 shall apply *mutatis mutandis*.

## § 37

The implementation of a co-funded project shall require the commencement of the project and the appointment of a principal investigator, who shall be responsible for the execution and implementation of the co-funded project.

## § 38

Employees whose duties do not include carrying out tasks in an ongoing co-funded project, doctoral students, students, or third parties may participate in activities under a co-funded project only after concluding an agreement with the University for the implementation of the project, regulating in particular intellectual property rights.

## Chapter 3

### Commercial projects § 39

The University may provide services in the field of academic activities involving research, development, or artistic creation to third parties under commercial projects.

## § 40

Under commercial projects, the University may carry out research, development, or artistic creation on behalf of external entities, as a result of which the intellectual property rights, including the ownership of the results, shall belong in whole or in part to the entity funding or co-funding the commercial project, the University, or a third party.

## § 41

The implementation of commercial projects may not hinder the completion of the University's fundamental tasks and other in-house or co-funded projects.

## § 42

Commercial projects shall be carried out at the University on the basis of agreements.

## § 43

The guidelines concerning the rules of drafting the agreements referred to in § 42 shall be laid down by the Committee.

## § 44

1. The agreements referred to in § 42 shall in particular regulate the rights in intellectual property created as a result of carrying out a commercial project.
2. If the University uses intellectual property owned by the University in carrying out a commercial project, the University shall specify the intellectual property it will use in the agreement.

## § 45

Where intellectual property arising from the implementation of a commercial project is vested in the University in whole or in part, the provisions of Parts 5 or 6 shall apply *mutatis mutandis*.

## § 46

The implementation of the agreements referred to in § 42 shall require the commencement of the commercial project and the appointment of a principal investigator, who shall be responsible for the execution and implementation of the commercial project and the provisions of these agreements.

## § 47

Employees whose duties do not include carrying out tasks in an ongoing commercial project, doctoral students, students, or third parties may participate in activities under a commercial project only after concluding an agreement with the University for the implementation of the project, regulating in particular intellectual property rights.

## Chapter 4 Register of projects

### § 48

1. An organisational unit of the University designated by the Rector shall keep a register covering all projects carried out within the 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 specified by the Rector in the form of an order.

### Part 4

#### Information obligation and the register of results § 49

1. The author or the principal investigator shall be obliged to immediately notify results the rights to which belong in whole or in part to the University to the head of the unit and to the UCITT.
2. The notification referred to in section 1 shall include, in particular:
  - 1) the name and number of the project, if the result was produced as part of a project,
  - 2) indication of the organisational unit of the University in which the result was produced,
  - 3) indication of the source of project funding, if the result was produced as part of project implementation,
  - 4) preliminary indication of the cost of producing the result,
  - 5) independent preliminary estimation of the market value of the result,
  - 6) a declaration that the result does not infringe copyright or related rights of third parties, and to the best of the notifying person's knowledge does not infringe industrial property rights belonging to third parties provided for under Industrial Property Law,
  - 7) a declaration on the protection rights used, either by the University or by a third party,
  - 8) a declaration concerning co-authors,
  - 9) proposition of a method for the protection of the result.

### § 50

The author or the principal investigator shall be liable for failure to immediately notify the head of the unit and the UCITT of the results, in particular for a delay which makes it impossible to obtain protection, in particular in the form of protective rights provided for under Industrial Property Law.

### § 51

At the request of the head of the unit or the UCITT, the author or the principal

investigator shall provide additional information and technical experience concerning the results, together with the ownership of the media on which this information was recorded.

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## § 52

1. The UCITT shall maintain a register covering all results, hereinafter referred to as the register of results.
2. Detailed principles of keeping the register of results, making entries in this register, and specimen forms shall be specified by the Rector in the form of an order.
3. Entry into the register of results shall not prejudice the existence or non-existence of a right (declaratory character).

## Part 5

Commercialisation of results produced in the performance of duties under the employment relationship

## Chapter 1

### General provisions § 53

After receiving the notification referred to in § 49 (1) concerning results produced in the performance of an employee's duties under the employment relationship, the University and the author-employee may, in a manner different than provided for in § 53 a and § 55–67, determine by agreement the rights to these results or the manner and mode of commercialisation of these results. In such event, the provisions of § 53 a and § 55–67 shall not apply.

### § 53 a

1. Within 14 days of submitting to the University the notification referred to in § 49 (1) concerning results produced in the performance of duties under the employment relationship, the author-employee may submit, in writing, a declaration of interest in the transfer of rights to the results.

The original of the declaration shall be submitted by the employee to the head of the unit and a copy shall be forwarded to UCITT.

2. Where the declaration referred to in section 1 hereinabove is submitted after the submission of the notification referred to in § 49 (1), any time limits referred to in § 55–67 shall be calculated from the date of submission of the declaration referred to in section 1 hereinabove by the author-employee.
3. After receiving the notification referred to in section 1 from the author-employee, the University and the author-employee may, in a manner different than provided for in § 55–67, determine by agreement the rights to these results or the manner and mode of commercialisation of these results.

In such event, the provisions of § 55–67 shall not apply.

### § 54

The provisions of § 53 a and § 55–67 shall 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 this entity, and to projects that stipulate a method of disposing of the results other than that provided for in the Act on Higher Education and Science, and the agreement referred to in § 53 or § 53 a (3) has been concluded with the employee.

## Chapter 2

Decision on commercialisation or non-commercialisation of results with regard to which the author-employee made a declaration of interest in acquiring rights

### § 55

The head of the unit shall immediately, but not later than within 7 days of the date

of receiving the notification referred to in § 49 (1) concerning results produced in the performance of an employee's duties under the employment relationship and the declaration of the author-employee referred to in § 53 a (1), provide the patent agent with a copy of the notification and the declaration, provided that the employee proposed in the notification to undertake protective activities, or may provide them on their own initiative.

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## § 56

Within 14 days of the date of receiving the notification referred to in § 49 (1) concerning results produced in the performance of an employee's duties under the employment relationship and the declaration of the author-employee referred to in § 53 a (1), the head of the unit shall provide the notification and the declaration to the Committee together with their own opinion on the financial resources for commercialisation.

## § 57

Within 14 days of the date of receiving a copy of the notification and the declaration from the head of the unit, the patent agent shall provide the Committee with a preliminary opinion on the possibility of undertaking protective activities with regard to the results.

## § 58

Immediately after receiving the documents referred to in § 56, the Committee shall take all necessary steps to issue an opinion on the commercialisation or non-commercialisation of the results.

## § 59

The Committee shall give its opinion on the commercialisation or non-commercialisation of the results produced in the performance of the employee's duties under the employment relationship within 2 months of the date of receiving the notification of the results by the head of the unit pursuant to § 49 (1) and the declaration referred to in § 53a (1) and shall provide it to the Rector.

## § 60

1. The decision on commercialisation or non-commercialisation of the results produced in the performance of the employee's duties under the employment relationship shall be made by the Rector or a person authorised by the Rector within three months of the date of notifying the head of the unit of the results pursuant to § 49 (1) and of receiving the declaration of the author-employee referred to in § 53a (1).
2. Prior to taking the decision, the Rector or the person authorised by the Rector may request additional information or clarification from the head of the unit, the Committee, the patent agent, the employee, the principal investigator, or other persons.

## § 61

1. The decision on commercialisation or non-commercialisation of the results produced in the performance of the employee's duties under the employment relationship shall be sent by the Committee to the employee's postal address as indicated in the notification referred to in § 49 (1) or delivered at the place of work.
2. In the event that the decision on commercialisation or non-commercialisation cannot be delivered by the postal operator, the postal operator shall keep the letter for 14 days at its post office. If the employee fails to collect the letter within 14 days of the date of the first notification, service shall be deemed to have been made on the expiry of the last day of that period.

## Chapter 2 a

Decision on commercialisation or non-commercialisation of results with regard to which the author-employee made no declaration of interest in acquiring rights



§ 61 a

In the case of notifications of results referred to in § 49 (1) with regard to which the author-employee has not submitted the declaration referred to in § 53 a (1), § 55–61 shall apply *mutatis mutandis*, with the proviso that the time limits specified in these provisions shall not apply.

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## Chapter 3

Procedure in the event of a decision on non-commercialisation of results produced in the performance of the employee's duties under the employment relationship, in respect of which the author-employee made a declaration of interest in acquiring rights

### § 62

1. Within 30 days of the decision on non-commercialisation or after the ineffective expiry of a three-month period, the Committee shall make an offer to the author-employee or co-author-employees to conclude an unconditional and remunerated agreement for the transfer of rights to the results, including information, technical experience, works, and ownership of the media on which the information is recorded.
2. In the offer, the University shall specify a period, not shorter than 30 days, within which it will expect a response from the employee.
3. The employee's response accepting the University's offer shall be the basis for the conclusion of a transfer agreement.
4. The employee's response accepting the University's offer subject to amendment or addition to its contents shall constitute a new offer. The submission of a new offer by the employee shall form the basis for negotiations between the employee and the University. Negotiations for and on behalf of the University shall be conducted by the Director of UCITT.
5. After the ineffective expiry of the period set in the offer, the offer shall cease to be binding on the University and the rights to the results, including information, works, and ownership of the media on which the results and works are recorded, and technical experiments shall vest in the University.

### § 63

1. If the employee accepts the offer, a transfer agreement shall be concluded.
2. The agreement shall be concluded in writing, otherwise being null and void, by the Rector or the person authorised by them.

### § 64

The remuneration of the University for the transfer of rights may not exceed 5% of the average remuneration in the national economy in the previous year, as published by the President of the Central Statistical Office on the basis of Article 20 (1)(a) of the Act of 17 December 1998 on pensions from the Social Security Fund, in force on the date of conclusion of the agreement on the transfer of rights.

### § 65

1. The agreement on the transfer of rights shall contain, in particular, provisions on the remuneration to which the University shall be entitled in the event of commercialisation of the results by the employee, whereby the University shall be entitled to 25% of the value of the funds obtained by the employee from commercialisation, reduced by 25% of the costs directly related to such commercialisation which were incurred by the employee.

2.

The agreement on the transfer of rights shall contain, in particular, provisions on the employee's consent to the use of the results by the University for scholarly, research, teaching, or information purposes.

3. Detailed guidelines concerning the agreement on the transfer of rights shall be established by the Committee.

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## Chapter 4

Procedure in the event of a decision on commercialisation of results produced in the performance of the employee's duties under the employment relationship under the employment relationship

### § 66

If the University decides to commercialise the results produced in the performance of the employee's duties under the employment relationship:

- 1) the funds from commercialisation shall be shared between the University and the employee;
- 2) the employee shall be entitled to:
  - (a) 50% of the funds from commercialisation obtained by the University from direct commercialisation, reduced by 25% of the costs directly related to this commercialisation which were incurred by the University or the special purpose vehicle, or
  - (b) 50% of the funds from commercialisation obtained by the special purpose vehicle following a given indirect commercialisation, reduced by 25% of the costs directly related to that commercialisation which were incurred by the University or the special purpose vehicle;
- 3) the employee shall be entitled to the right to part of the funds from commercialisation referred to in section 2 for a period of 5 years from the date of obtaining the first funds from commercialisation;
- 4) the division of the funds due to co-author-employees shall be made in a proportion to their share in producing the results. The principles of division should be established in a written agreement concluded between the employees and presented to the University at least one month before the date of payment of these funds. If co-author-employees do not specify their shares, these shares shall be determined by the competent authorities based on the relevant provisions of the Civil Code. Until the shares due to individual employees have been determined, the remuneration due to them may be deposited by the University with the court.

### § 67

Funds from commercialisation due to the University shall be divided as follows:

- 1) 50% to the organisational units of the University whose employees were involved in producing the results;
- 2) 30% to the central budget,
- 3) 20% to the task budget, created for the purposes of commercialisation and protective activities, at the disposal of a deputy rector designated by the Rector.

## Part 6

Commercialisation of results other than those indicated in Part 5 hereof

### Chapter 1

#### General provisions § 68

1. The provisions of Part 6 hereof shall apply to results other than those indicated in Part 5 hereof if and insofar as these matters are not regulated in the project agreements.
2. Subject to section 1, the provisions of Part 6 hereof shall apply to results other than those indicated in Part 5 hereof of which the University is the owner or co-owner.

## Chapter 2

### Decision on commercialisation § 69

The head of the unit, immediately upon receiving the notification referred to in § 49 (1) concerning results other than those indicated in Part 5 hereof, may provide the patent agent with a copy of the notification, provided that the author or the principal investigator proposed in the notification to undertake protective activities, or may provide them on their own initiative.

### § 70

The head of the unit, immediately upon receiving the notification referred to in § 49 (1) concerning results other than those indicated in Part 5 hereof, shall forward the notification together with their own opinion on the financial resources for commercialisation to the Committee.

### § 71

After receiving from the head of the unit the notification referred to in § 69, the patent agent shall, without undue delay, provide to the Committee a preliminary opinion on the possibility of including the notified results other than those indicated in Part 5 hereof in the protective activities.

### § 72

Immediately after receiving the notification referred to in § 70, the Committee shall take all necessary steps to issue an opinion on the commercialisation or undertaking of protective activities with respect to the notified results other than those indicated in Part 5 hereof.

### § 73

The Committee shall issue an opinion on the commercialisation or undertaking of protective activities with respect to results other than those indicated in Part 5 hereof.

### § 74

1. The decision on commercialisation or undertaking protective activities with respect to results other than those indicated in Part 5 hereof shall be taken by the Rector or a person authorised by the Rector.
2. Prior to taking the decision, the Rector or the person authorised by the Rector may request additional information or clarification from the head of the unit, the Committee, the patent agent, the author, the principal investigator, or other persons.

## Chapter 3

### Remuneration of authors of results other than those referred to in Part 5 hereof

### § 75

1. Funds from commercialisation of results other than those referred to in Part 5 hereof shall be divided between the University and the author in accordance with the rules laid down in the agreement concluded between them.
2. If the agreement referred to in section 1 does not specify the rules of dividing funds from commercialisation of results other than those referred to in Part 5 hereof, they shall be divided between the University and the author in accordance with the following rules:
  - 1) the author shall be entitled to:
    - (a) 50% of the funds from commercialisation obtained by the University from direct commercialisation, reduced by 25% of the costs directly related to this

commercialisation which were incurred by the University or the special purpose vehicle, or

- (b) 50% of the funds from commercialisation obtained by the special purpose vehicle following a indirect commercialisation, reduced by 25% of the costs directly related to that commercialisation which were incurred by the University or the special purpose vehicle;

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- 2) the author shall be entitled to the right to part of the funds from commercialisation referred to in section 2 (1) for a period of 5 years from the date of obtaining the first funds from commercialisation;
- 3) the division of the funds due to co-authors shall be made in a proportion to their share in producing the results. The principles of division should be established in a written agreement concluded between the authors and presented to the University at least one month before the date of payment of these funds. If the co-authors do not specify their shares, these shares shall be determined by the competent authorities based on the relevant provisions of the Civil Code. Until the shares due to individual authors have been determined, the remuneration due to them may be deposited by the University with the court.

#### § 76

Funds from commercialisation of results other than those referred to in Part 5 hereof due to the University shall be divided as follows:

- 1) 50% to the organisational units of the University at which the authors involved in producing the results are employed;
- 2) 30% to the central budget,
- 3) 20% to the task budget, created for the purposes of commercialisation and protective activities, at the disposal of a deputy rector designated by the Rector.

#### Part 7

Rules, pathways, and procedure of commercialisation Chapter 1

#### Rules of commercialisation § 77

1. The commercialisation of intellectual property shall comply with the principles of fair trading.
2. Commercialisation shall take place in accordance with best practices, on the assumption that the optimal and recommended method of commercialisation is to grant a licence.
3. A different commercialisation pathway or method may be chosen if more favourable commercialisation opportunities arise or if commercialisation has been significantly impeded or has generated considerable costs by the pathway or method chosen so far.
4. At any stage of commercialisation, the Rector may decide to discontinue further commercialisation, change the commercialisation pathway, or change the commercialisation method.
5. The author shall co-operate with the University with regard to commercialisation.
6. Funds from commercialisation of intellectual property other than that referred to in Parts 5 and 6 hereof shall be divided between the University and the author in accordance with the rules laid down in the agreement concluded between them.

#### Chapter 2

#### Commercialisation pathways § 78

1. Commercialisation may be carried out through one of two pathways: direct commercialisation or indirect commercialisation.
2. Direct commercialisation shall be carried out with the use of one of the following commercialisation methods:
  - 1) selling the results,
  - 2) making the results available for use, in particular on the basis of a licence, lease, or rental agreement.
3. Direct commercialisation shall be carried out by the UCITT.





4. Indirect commercialisation shall consist 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 the implementation of the results.
5. In order to carry out indirect commercialisation, the University may establish, co-establish, or join existing special purpose vehicles.

### Chapter 3

#### Commercialisation procedure § 79

The Committee shall develop or commission the UCITT or a special purpose vehicle to develop a plan for the commercialisation of the intellectual property concerned, including in particular a study of the commercialisation potential, an analysis of the target market, and a valuation and the possibilities of obtaining and maintaining legal protection.

#### § 80

1. Based on the commercialisation plan, the Committee shall adopt a resolution concerning the commercialisation procedure, defining in particular detailed commercialisation guidelines, including an indication of the commercialisation pathway.
2. The Committee's resolution should contain, in particular, the rationale for the choice of a given commercialisation pathway based on the commercialisation plan.
3. The Committee's resolution on commercialisation may be amended in accordance with changing circumstances, in particular with regard to the pathway or method of commercialisation.

#### § 81

Under the conditions laid down in the resolution, the Committee / the UCITT / the special purpose vehicle shall select an investor interested in commercialisation and carry out negotiations regarding the form and detailed the terms of commercialisation.

#### § 82

(Repealed.)

#### § 83

At the request of the Committee, the Rector shall apply to the Senate of the University for permission to carry out a legal transaction with regard to the disposal of the results or protective rights thereon, in situations specified in the Statutes of the University or in generally applicable provisions of law.

#### § 84

The Committee shall adopt a resolution containing a draft agreement on commercialisation.

### Part 8

#### Protective activities regarding results

#### § 85

1. The procedure for protective activities in respect of results subject to such activities which are the exclusive property of the University shall commence after the decision on commercialisation referred to in Part 5, Chapter 2 or Part 6, Chapter 2 has been taken, unless the Regulations or the agreement provide otherwise.
2. The procedure for protective activities in respect of results subject to such

activities which are the exclusive property of the University in connection with the employee's rejection of the offer referred to in Section 5, Chapter 3 shall commence after the decision on their protection has been taken by the Rector or the competent head of the unit.

3. The procedure for protective activities in respect of results subject to such activities which are jointly owned by the University and a third party shall be undertaken in accordance with the rules laid down in the agreements concluded between the University and these parties.

4. The procedure for protective activities in respect of results subject to such activities the rights to which have been acquired by the University as a result of other legal events shall commence after the decision on their protection has been taken by the Rector or the competent head of the unit.

#### § 86

In particularly justified cases, the Rector or a deputy rector indicated by the Rector may take a decision on an earlier commencement of protective activities.

#### § 87

The University shall not undertake protective activities in respect of results subject to such activities the rights to which have been transferred to the author or a third party as well as of results owned by a third parties, unless otherwise provided for in an agreement.

#### § 88

Protective activities shall be carried out by the UCITT, with the proviso that the procedure before the relevant patent offices (or other entities granting protective rights for the results) shall be conducted by a patent agent or another entity authorised by the Rector.

#### Part 9

The Intellectual Property Committee of Adam Mickiewicz University, Poznań

#### § 89

The Committee shall be a standing committee appointed by the Rector.

#### § 90

The competences of the Committee shall be the following:

- 1) giving opinion as to whether results may constitute the object of industrial property rights,
- 2) giving opinion as to whether it is advisable to apply for protective rights for results,
- 3) submitting motions for the appointment of experts and commissioning the preparation of opinions that are necessary for the Rector to take decisions, in particular with regard to commercialisation of results,
- 4) reviewing results at least once a year and, after consulting the heads of the units, giving opinion as to whether it is advisable to maintain or extend the protection of particular results,
- 5) undertaking activities hereunder,
- 6) undertaking other activities ordered by the Rector in relation to results that are or may be subject to the rights of the University,
- 7) undertaking activities to resolve disputes concerning matters covered hereunder.

#### § 91

1. The Committee shall be composed of at least 7 (seven) members.
2. The ex officio members of the Committee shall be:
  - 1) a deputy rector indicated by the Rector,
  - 2) the Director of the UCITT.

3. The remaining members of the Committee shall be appointed and dismissed by the Rector from among persons having knowledge and practice in the field of commercialisation of intellectual property, for a joint term of office.
4. The term of office of the Committee shall be four years and shall commence on the date of the first meeting of the Committee of a new term, subject to the provisions of section 5.
5. The Committee of a new term of office shall hold its first meeting not later than on 31 December 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 the University's legal counsel or patent agent.
7. The chairperson of the Committee may invite guests in an advisory capacity or other persons to attend its meetings in order to obtain further information.

#### **§ 92**

1. The chairperson of the Committee shall be a deputy rector indicated by the Rector, or in their absence, a member of the Committee authorised by the Rector.
2. The Committee shall elect a secretary from among its members, who shall be responsible for the day-to-day operation of the Committee and its documentation.

#### **§ 93**

The administrative support for the Committee shall be provided by the UCITT.

#### **§ 94**

1. The Committee shall give its opinions in writing in the form of resolutions adopted by an absolute majority of votes. A resolution of the Committee shall be valid if at least 4 (four) members are present. In the event of a tie, the chairperson of the Committee shall have the casting vote.
2. Opinions of the Committee constituting the basis for decisions taken by the Rector shall be substantiated.

#### **§ 95**

A member of the Committee who has a conflict of interest in a matter on which the Committee takes a decision or gives an opinion shall be required to withdraw from the proceedings in that matter. A member of the Committee is in a conflict of interest in particular:

- 1) in matters to which they are a party or have such a legal relationship with one of the parties that the outcome of the matter affects their rights or obligations,
- 2) in matters concerning their spouse, relatives or affinities in the direct line, collateral relatives to the fourth degree, and collateral relatives to the second degree,
- 3) in matters in which they were or are involved in the project under which the results were produced.

#### **§ 96**

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

**§ 97**

Detailed rules for the operation of the Committee shall be laid down in its rules of procedure adopted by the Rector.

**Part 10****Rules for the use of property § 98****19**

1. The University may make its property available to employees, students, doctoral students, and third parties (including in particular fellowship or scholarship holders) in order to use it for the commercialisation of intellectual property, or the provision of services in the field of scholarly activity involving the implementation of research, development, or artistic creation.
2. Making University property available for the purposes referred to in section 1 should always take place on the basis of an appropriate agreement, concluded in writing, unless mandatory provisions require a specific form. The agreement should specify, in particular, the rules of remuneration of the University related to the use of its property, the duration for which the property is made available, and the rules of liability for any damage to the property caused during its use.
3. Remuneration for the use of the University's property should be set at a level not lower than the equivalent of the replacement costs of this property (depreciation) for the duration of its use. In particularly justified cases, it shall be possible to set the remuneration at a lower level or even to waive it. The decision in this respect shall be taken by the Rector.
4. Making University property available must take into account the scholarly and teaching-related needs of the University and must not have a negative impact on scholarly and teaching activities.
5. Detailed rules for the use of property shall be defined in the regulations governing the use of the University's infrastructure.

#### Part 11

#### Final provisions § 99

1. To the extent not covered hereunder, in particular the provisions of the Act on Higher Education and Science, the provisions on copyright and related rights, the Act on Industrial Property Law, and the Civil Code shall apply.
2. Employees who work simultaneously in other entities shall be required, while performing work for these other entities, to take particular care of the University's rights relating to intellectual property, and in particular shall be required to notify their immediate superior or head of the unit of projects in which they are involved in other entities that may compete with projects carried out at the University.