



Garant: Rectors department

In Košice
Č.j.:

**Directive No. 3/2019
on protection of intellectual property at UPJŠ in Košice and its workplaces**

In accordance with Sec. 15 (1) (M) of Act No. 131/2002 Coll. on Higher Education Institutions and on Amendments and Supplements to Certain Acts, as amended. 4 Sec. 3 of the Organizational Rules of the Pavol Jozef Šafárik University in Košice, as amended by Supplement No. 1 and No. 2 hereby

I issue

the following Directive on the protection of intellectual property at the UPJŠ in Košice and its workplaces (hereinafter the "Directive").

I. Introductory provisions

1. Agenda for the protection and management of intellectual property rights [exercise and management of intellectual property rights to the extent provided for in this Directive, other internal regulations of the University of Pavol Jozef Šafárik in Košice (hereinafter "University" or "UPJŠ" or "employer") and generally binding legal regulations] is carried out by the University. The University ensures the registration of intellectual property created by employees, both in the area of copyright and industrial property, furthermore it prepares the registration of industrial property subjects and executes the rights and duties of the University as applicant, secures the licensing policy, both inside and outside, it shall ensure that the protection of industrial property is maintained and that administrative fees are paid in due time in accordance with the applicable legislation. The fulfillment of these tasks in the University setting is provided by the Technology and Innovation Park (TIP-UPJŠ), via the Center for Technology Transfer (hereinafter "CTT").
2. The rules for the protection and exercise of subjects intellectual property rights resulting from the regulations of grant programs, projects and schemes, which are carried out under a contract between the University and third parties (usually grant agencies and other grant providers) shall take precedence over this Directive.
3. For the purposes of this Directive, subjects of intellectual property shall mean in particular:
 - copyright works (including computer programs and databases) pursuant to Act No. 185 // 2015 Coll. Copyright Act, as amended (hereinafter the "Copyright Act"),
 - performances, sound recordings, audiovisual recordings and broadcasts under the Copyright Act,

- inventions under Act No. 435/2001 Coll. on patents, supplementary protection certificates and on amendments to certain laws (the Patent Act), as amended (hereinafter the "Patent Act"),
- technical solutions according to Act No. 517/2007 Coll. on utility models and on amendments to certain acts, as amended (hereinafter the "Utility Models Act"),
- designs according to Act No. 444/2002 Coll. on Designs as amended (hereinafter the "Design Act"),
- topographies of semiconductor products according to Act No. 146/2000 Coll. on the protection of topographies of semiconductor products, as amended (hereinafter the "Topography Act"),
- plant varieties pursuant to Act No. 202/2009 Coll. on the legal protection of plant varieties (hereinafter the "Plant Variety Act"),
- trade marks pursuant to Law No. 506/2009 Coll. on Trademarks, as amended (hereinafter the "Trademark Law"),
- protected designations of origin and protected geographical indications pursuant to Act No. 469/2003 Coll. on protected designations of origin and protected geographical indications, as amended,
- improvement proposals pursuant to Act No. 527/1990 Coll. on Inventions, Designs and Improvement Proposals, as amended (hereinafter the "Improvement Proposals Act"),
- know-how, logo, domain name.

Subjects of Industrial property rights (hereinafter "subjects of industrial property" or "subjects of IP") in accordance with this Directive shall include, in particular, inventions, utility model, designs, topographies of semiconductor products, plant varieties, trade marks, protected designations of origin, protected geographical indications, improvement proposals, new methods in prevention, diagnosis, treatment, know-how, logo, domain names.

4. This Directive also regulates the protection and treatment of confidential information and trade secrets under Law No. 513/1991 Coll. Commercial Code as amended (hereinafter the "Commercial Code").
5. The result of intellectual creation of an employee, in particular employee work pursuant to Sec. 90 of the Copyright Act, employee invention according to Sec. 11 of the Patent Act, employee solution according to Sec. 11 of the Utility Designs Act, employee design pursuant to Sec. 12 of the Designs Act. 4 of the Act on Topography, Improvement Proposal or Know-how incurred under the fulfillment of tasks arising from employment, analogous employment or membership relation, in connection with professional activity or fulfillment of employee duties ,even if this result of intellectual creation of employee or more persons was created using equipments and resources or any other property of the University. Unless otherwise agreed, the employee shall be entitled to use equipments only for activities related to the work duties.
6. Employees are required to protect the intellectual property rights exercised by UPJŠ and shall refrain from any interference in these rights, as well as from actions that could be classified as unfair competition or could harm the reputation of UPJŠ. A breach of these obligations may be considered a serious professional misconduct for the employees.

II. Employee work

1. A work created by an author to fulfill his obligations under an employment relationship or an analogous employment relationship shall be regarded as an employment work. An employee work is a work created by an author who is:
 - a) a member of the UPJŠ management, supervisory or controlling bodies or the UPJŠ statutory body, or a member of the UPJŠ statutory body, in order to fulfill his membership obligations under the UPJŠ body, which in this case is considered to be the employer; or
 - b) employees temporarily assigned to the employer for work. Such employer shall be considered to be the employer of the seconded employee.
2. The property rights of the author to an employee work shall be conducted in his own name and on his own behalf, unless otherwise agreed. In the exercise by the employer of the author's

property rights to an employee work, the author may not give consent to a third party to use this work and the author is obliged to refrain from exercising the property rights to the work, with the exception provided for in point 7 of this article.

3. The employer may assign the right to exercise the author's property rights to a third party, unless otherwise agreed.
4. If the employer exercises the author's property rights to the employee work, the author also agrees to:
 - a) release of the work,
 - b) identification of the work by name, business name or the name of the employer,
 - c) completion of the work, modification of the work or other interference with the work.
5. Upon the termination of an employer authorized to exercise the author's property rights to an employee work without a legal successor, the right to exercise the employer's property rights expires and the property rights to the work of the employee are exercised by the author.
6. The termination of legal relationships under Sec. 1 of this Article shall not affect the rights and obligations under Sec. 2 to 4.
7. The employee is authorised to decide on the releasing of the employee's work, to publish this work in public under his/her name with the name of the University and to give his / her consent to use the employee's work, unless the employer specifies otherwise.
8. The provisions of this Article apply mutatis mutandis to professional artistic performance.
9. For sound recording, audiovisual recording, broadcasting and database pursuant to Sec. 135 et seq. the Copyright Act created by an employee to fulfill his/her obligations under his/her employment relationship shall be subject to the legal regime of the employee's work, unless otherwise agreed.

The occupational regime also applies to the results of the intellectual creation of members of interest entities operating at UPJŠ.

III. Subjects of employee industrial property

1. Employee invention or employee solution is such a result of the employee's own intellectual creation (inventor) or several employees (co-inventors) who meet the requirements for protection under the Patent Act or the Utility Models Act. If the inventor, when performing the tasks resulting from the employment relationship, analogous employment relationship or membership relation, created an invention (or a technical solution), the rights relating to the invention belong to UPJŠ. The assessment of compliance with the conditions of protection shall be carried out by the employee (inventor). Employee (or more employees - co-inventors), who created such invention or technical solution, which can be subject of patent application and/or utility model application, immediately inform the employer in writing or electronically via TIP-UPJŠ (CTT) on the prescribed form according to Annex no. 1 of the Directive (Form for describing the subject of industrial property), and at the same time, hands in all the documents necessary to assess the invention or technical solution to the CTT. In the case of several co-inventors, it is sufficient for any of the co-inventors to notify TIP-UPJŠ (CTT), while mentioning all co-inventors and the amount of their inventor shares. Co-inventors in the notification under Annex No. 1 shall state, which of the co-inventors is authorized to act in his own name and on behalf of the other co-inventors.
2. The TIP-UPJŠ (CTT) shall submit a written notification to the inventor of the creation of the subject of industrial property pursuant to Annex No. 1, together with the statement to the Rector on the decision, whether the University will exercise the rights relating to the invention against the employee. The University may exercise its rights relating to the invention against the employee in writing within three months of the notification. Exercising the rights relating to the

invention, under the preceding sentence, shall also be deemed to be the filing of an application, a European patent application, or an international application concerning the employee invention (or employee solution), in which is listed the inventor as the inventor who created the employee invention (or employee solution). If UPJŠ exercises the rights relating to the invention, it is obliged to inform the inventor immediately in writing about the chosen method of protection of the employee invention, especially about the filed application, the European patent application or the international application. If UPJŠ does not exercise the rights relating to the invention in writing within the abovementioned period or informs the inventor in writing that it does not exercise the rights relating to the invention, this right shall be transferred back to the inventor. Both the employer and the inventor are obliged to maintain the confidentiality of the invention and/or the technical solution to third parties within this period. The obligation of professional secrecy may continue after the expiry of the aforementioned period by written agreement of the employer and the inventor.

3. Should UPJŠ exercise the rights relating to the invention, the employee shall provide assistance in preparing the patent application and/or utility model application as well as during the application procedure at the Industrial Property Office of the Slovak Republic or other domestic or foreign authorities.
4. The TIP-UPJŠ (CTT) shall either ensure the preparation of the patent application for the invention and/or the utility model application, and file it, as a rule, to the Industrial property Office of the Slovak Republic, or also without undue delay ensure the confidentiality and inaccessibility of the solution. If the University does not act without a valid reason within one year of the written exercise of the right, the rights relating to the invention/ the right for protection, shall be transferred back to the inventor (or co-inventors).
5. If, within five years of the filing of the first patent application or utility model application, the invention or utility model has not been commercialized, the Rector, on the proposal of the TIP-UPJŠ (CTT), may decide to terminate the maintaining protection. Before the termination of protection, he is obliged to offer for purchase the patent or utility model to the inventor and co-inventors.
6. Until the expiry of the time limit for the exercise of the rights relating to the invention or until the exercise of the rights relating to the invention under Art. III. point 2 of this Directive or pending the transfer of the rights relating to the invention to the inventor under Art. III. Point 2 of this Directive, whichever is the earlier, the UPJŠ and the inventor are obliged to maintain secrecy with regard to the employment invention (or the employment solution) to third parties. If UPJŠ within the period according to Art. III. point 2 of this Directive asserted the rights relating to the invention, the inventor is obliged to maintain the confidentiality of the employee invention (or the employee solution) to third parties until the invention (or the technical solution) is made available to the public under the Patent Act or law on utility models, the European Patent Convention or under the Patent Cooperation Treaty or until it is made available to the public with the consent of UPJŠ, whichever comes first. If the rights relating to the invention have passed to the inventor, UPJŠ is obliged to maintain the confidentiality of the employee invention (or employee technical solution) to third parties until it is made available to the public according to the previous sentence. The obligation of confidentiality means, in particular, the prohibition of publishing the solution or any part of it in any way, including any related materials, both through the press, including the specialised and scientific press, and through any electronic means of communication, and cannot be discussed during lectures.
7. The rights and obligations arising from the provisions of Section 11 of the Patent Act and Section 11 of the Utility Models Act, including the obligation of confidentiality, shall continue to apply even after the termination of the legal relationship between the inventor - employee and UPJŠ as the employer. Further details concerning, in particular, the subjects, subject matter, content, scope and duration of the obligation of professional secrecy may be modified separately.
8. The provisions of this Article shall apply mutatis mutandis to other industrial property subjects under this Directive, in particular designs, topographies of semiconductor products and plant varieties.

IV. Proposals for amelioration, protection of trade secrets, know-how and confidential information

1. In accordance with Sec. 72 (1) of the Act on Improvement Proposals technical, manufacturing or operational improvements, as well as solutions to occupational health and safety and environmental problems that the innovator has the right to dispose of. The innovator is obliged to offer an improvement proposal to the University, if it concerns the field of its work or activity. The Improver shall have the right to dispose of the improvement proposal without restriction, if the University, within two months of the offer of the Improvement Proposal, does not conclude the Contract for Acceptance of the Improvement Proposal with him/her and its remuneration.
2. Trade secrets consist of all commercial, production or technical facts related to UPJŠ that have actual or at least potential material or immaterial value, are not normally available in the relevant business circles, are to be kept secret according to the wishes of UPJŠ as the proprietor of the business secret, and UPJŠ appropriately ensures its confidentiality, in particular, non-public and as yet unpublished intellectual property information of UPJŠ (including offers of solutions submitted by UPJŠ), its partner organizations or customers of custom research, documents and documentation for research and development projects with participation of UPJŠ, especially analyses, assessments, opinions, calculations, partial results, translations, technical drawings, tables, graphs, plans, maps, sketches, photographs, models, patterns, instructions, information on planning, preparation, progress and results of projects with the participation of UPJŠ, know-how belonging to UPJŠ, trade communication with external collaborators, partner organizations or clients of custom research, business strategies and business plans of the university, other information determined by the Rector's decision.
3. As know-how can be protected: knowledge, information, experience, learnings especially in the field of production, trade, research and development, mediation, services, economics but also law, etc., technical, commercial and other knowledge, learnings, experience and information. Knowledge and experience can be from the field of business, but also from research, scientific, development, exploratory, expertise, design, project planning, technology, consulting, advisory, experimental and other similar activities. As know-how can be considered also data or information on sales, purchase of goods, business and economic calculations, keeping of trading books and its content, results of market research (marketing), lists of sellers, buyers or subscribers, statistics, maps, commercial and business plans, business contacts and links, business contracts, manufacturing and operating programs, manufacturing and operating procedures, instructions or recipes, any information on product manufacturing or manufacturing and operating procedures, as well as research and development results, design, construction, technological and other technical documentation, the results of any technical expertise, calculations, samples, models, prototypes as well as various databases. We can also consider as know-how, all solutions that would otherwise meet the conditions eg. for the granting of a patent or for the registration of a utility model but for which protection has not been sought (patentable solutions) until such time as the relevant subject of industrial law is filed.
4. Confidential information is information that a Contracting Party designates as confidential, reserved, secret, and so on, during the conclusion of a contract. The other Party shall respect the confidentiality of the information provided and shall ensure its effective protection and confidentiality, whether or not the contract has been concluded.
5. All UPJŠ employees, including cooperating persons, in compliance with the provisions of Art. III. (6) of this Directive, are required to maintain secrecy vis-à-vis third parties and may not use them for themselves contrary to the purpose for which the UPJŠ has provided them. Details concerning the obligation of confidentiality (in particular the subject of secrecy, obliged entities, scope and duration of the obligation of confidentiality) may be regulated in a separate agreement.

V. Intellectual property rights and their exercise by UPJŠ

1. The University shall have the right to use the intellectual property, and grant a license and sublicense to use them, including transferring them to other people or establishing lien. When exercising property rights, the University takes into account the legitimate interests of the author and the inventor, and acts in accordance with good morals.
2. The university has the right to seek protection of the subjects of intellectual property rights belonging to it, and the employee is obliged to provide the necessary cooperation.
3. The employee is obliged to provide the University without delay all new information and improvements (know-how) concerning the employee work of the employee, the employee invention and the employee solution, to which the rights belong to the University.
4. The provisions of this Article shall apply mutatis mutandis to other intellectual property subjects covered by this Directive.

VI. Remuneration of employees - inventors of industrial property rights subjects

1. The employee against whom the rights relating to the inventions or the right to a protection has been exercised, has the right to equitable remuneration in relation to UPJŠ. In determining the amount of remuneration, the technical and economic importance of the subject of industrial property and the benefits obtainable by its use or other application shall be decisive, taking into account the material share of UPJŠ as the employer in the creation of the industrial property subject and the scope and content of the inventor's work. The remuneration is payable within one month from the exercise of the rights relating to the invention.
2. If the remuneration under Art. VI. (1) of this Directive clearly does not correspond to the contribution of the subsequent use or other application of the subject of industrial property rights or if the UPJŠ remuneration was determined as a lump-sum without taking into account the conditions laid down in Article. VI. 1 of this Directive, the inventor has the right to supplementary compensation. The inventor may exercise the right of additional settlement at the earliest three years after UPJŠ has exercised the right of settlement. The right to supplementary settlement shall not lapse before the protection of the employee's IP subject lasts.
3. Remuneration for the use of industrial property subjects, as agreed in the licensing agreements by which the University grants other persons the right to use the industrial property subjects in accordance with the Directive, shall be divided by deducting the costs associated with the protection and commercialization of the industrial property subjects as follows:
50% for the inventor, 15% for the workplace where the subject of industrial property originated (faculty, department, institute, etc.) and 35% for the university. 75% of the funds allocated to the university will be invested in a special fund to support technology transfer established at the TIP-UPJŠ (the so-called Technological Transfer Fund).

VII. Final provisions

1. The provisions of this Directive shall apply mutatis mutandis also to other intellectual property subjects not explicitly covered by this Directive.
2. The provisions of this Directive on the employee's obligation to notify of industrial property subject and confidentiality shall apply mutatis mutandis to other subjects of intellectual property, unless specific legislation or this Directive provides otherwise.
3. The rights and obligations not covered by this Directive are governed by specific intellectual property regulations, other generally binding legal regulations and UPJŠ internal regulations.
4. This directive was approved by the AS UPJŠ meeting on 05.09.2019.
5. This Directive shall enter into force and effect on the day of its signature by the Rector of UPJŠ.
6. The entry into force of this Directive also repeals Directive No. 1/2013, Ref. 2101/2013 of 28.05.2013.

7. Annexes:
 - Annex No. 1 to Directive no. 3/2019 - Form for describing the subject of industrial property

prof. RNDr. Pavol Sovák, CSc.
 rector

Annex no. 1 to Directive No. 3/2019 - Form for describing the subject of industrial property

All information provided in this form is confidential and the inventor (co- inventors) undertakes maintain confidentiality with regard to third parties, unless they are relieved of this obligation by UPJŠ.

FORM FOR DESCRIBING THE SUBJECT OF INDUSTRIAL PROPERTY [1]	
Addressee (employer) Pavol Jozef Šafárik University in Košice TIP-UPJŠ, Center for technology transfer (CTT) SNP Class 1 040 11 Košice Slovak Republic	The date (Fills CTT)
Inventor [2] (Co-inventors) [3] Name, surname, title, residence, e-mail, phone number, share in creation of subject PV, employee / student UPJŠ	Workplace of an inventor (Faculty, Institute, Clinical Department, other)

Inventor (co-inventors) undertakes / by signature upon request of UPJŠ to provide necessary cooperation in proceedings before any registration office.

[1] The form serves as a basis for the elaboration of a description of the subject of industrial property (hereinafter "PPV"), by which the inventor informs the employer about the creation of the subject of industrial property according to Annex No. 1 3/2019 on the protection of intellectual property at the UPJŠ in Košice and its components (hereinafter the "Directive").

Fill in the information that is known, strike out the blank parts of the form. The deadlines for exercising the right to PPV do not begin for UPJŠ until the complete submission of all documents necessary for the assessment of PPV.

[2] The form shall also apply mutatis mutandis to innovators, breeders and other persons who have created PPVs.

[3] In the case of several co-inventors, it is sufficient that the form is completed by any of the co-inventors with the agreement of the other co-inventors, stating also the other co-inventors.

I. NAME OF INDUSTRIAL PROPERTY SUBJECT^[4]

Brief title that describes PPVs classified as PPVs (eg, invention, design, etc.).

II. ANNOTATION

Stručné zhrnutie podstaty PPV. Brief summary of the essence of PPV.

III. DESCRIPTION PPV

Technical field

Indicate the area covered by the PPV.

Current state of the art

To characterize the state of the art to which PPV relates and to point out the disadvantages of existing solutions.

Essence of PPV

Indicate the problem and the advantages of the proposed solution.

New aspects and improvements over the state of the art

The need to distinguish a new PPV from similar PPVs already known. Include all publications, patents or other PPVs, patent and other PPV applications and other references that deal with the same or related to the described PPV.

Examples of PPV

Indicate the ways and uses of PPV.

Applicability of PPV

Indicate the areas of use and examples of possible commercialization of PPV.

Drawings, sketches, illustrations, prototypes, model samples and others

IV. ENTITIES COOPERATING IN THE CREATION OF PPV

To list all entities involved in the creation of PPPs, including agreements concluded in this context. Provide brief information on the regulation of mutual relations between cooperating entities (UPJŠ and other entities).

V. Co-INVENTORS OR OTHER PERSONS INVOLVED IN THE CREATIONS OF PPV

Name, surname, title of all co-inventors with determination of the amount of original shares.

Describe as contributors to the creation of PPV. Provide information on the exercise of rights to the subject of PPV by individual co-inventors (eg the right to file a PPV application, the right to use a PPV, the right to seek protection of a PPV, etc.). To submit an agreement between the co-inventors on the regulation of mutual rights and obligations to PPV (if any). Indicate which of the co-inventors is authorized to act on behalf of and on behalf of the other co-agents, if agreed (to present eg power of attorney).

VI. OBLIGATIONS AND COMMITMENTS OF UPJŠ ARISING FROM CREATING PPV TO THIRD PARTIES

List all grant agencies, foundations, organizations and sponsors, including grant numbers and contracts whose funds have been used in the research and development of PPVs. Indicate any restrictions or obligations arising from the grant or other scheme for the use of PPVs (eg non-commercial dissemination of PPVs).

[⁴] According to Art. 3 (I) of the Intellectual Property Directive at the UPJŠ in Košice and its components includes, in particular, inventions, technical solutions protected as utility model, designs, topography of semiconductor products, plant varieties, trade marks, designations of origin, geographical indications of products, improvement suggestions, new ways of prevention, diagnosis, treatment, know-how, domain names and others.

VII. USE OF MATERIALS AND TOOLS OBTAINED FROM OTHER BODIES

If the results of the research are achieved with their use, give the names of the relevant materials, tools and entities. Examples include biological material, cell lines, DNA, experimental animals, compounds, software, etc.

VIII. PUBLISHING OR PRESENTING PPV

If yes, state when (exact date), where (in public or in the workplace or in a place where PPV was not published), as (verbally, in writing, electronically otherwise), what (abstract, article, lecture, posters at conferences) and others, attach a copy of what was published if it was published.)

If not, state whether there is an intention to publish the PPV (presentation, presentation at the conference or any other oral or written description of the PPV). Please provide details, including expected dates of publication.

IX. KEY WORDS FOR THE PERFORMANCE OF THE PPV TECHNICAL STUDY

In Slovak and in English.

X. LIST OF ATTACHMENTS

E.g. pictures, graphs, drawings, tables, power of attorneys, agreements, etc.

XI. SIGNATURE OF AN INVENTOR (CO-INVENTOR)

Name, surname, titles and signature.