

**Rules of the management of copyrights and related rights, industrial property rights, and the principles of commercialisation of the results of scientific research and development works at the National Institute of Geriatrics, Rheumatology and Rehabilitation of Prof. Eleonora Reicher, PhD., hab., M.D., with its seat in Warsaw**

The present Rules specify the principles of the management of copyrights and related rights, industrial property rights, and the principles of commercialisation of the results of scientific research and development works at the National Institute of Geriatrics, Rheumatology and Rehabilitation of Prof. Eleonora Reicher, PhD., hab., with its seat in Warsaw (hereinafter: the “Institute”), including:

- 1) the rights and obligations of the Institute and of individuals who cooperate with the Institute with respect to the use and protection of copyrights and related rights, industrial property rights, know-how and the results of research and development works;
- 2) the rules for securing the rights of the Institute and authors, ensuring the intellectual and industrial protection of intellectual property create at the Institute or on its behalf, performing the actions related to the management of such rights, and remunerating authors;
- 3) the principles and procedures for the commercialisation of the results of research and development works and the rules of using the property or infrastructure of the Institute in connection with the commercialisation.

§1

In cases not regulated herein, generally binding legal regulations shall apply, in particular the following:

- 1) Act of April 30 2010 on Research Institutions;
- 2) Act of June 30 2000 – Industrial Property Law (hereinafter: “**IPL**”);
- 3) Act of February 4 1994 on Copyright and Related Rights (hereinafter: the “**Copyright Act**”);
- 4) Act of June 26 1974 – Labour Code;
- 5) Act of April 23, 1964 – Civil Code;
- 6) Act of April 16, 1993 on combating unfair competition;
- 7) Act of July 26 1991 on Personal Income Tax (hereinafter: “**PIT**”);
- 8) International agreements, to which Poland is a party;
- 9) The Statute of the National Institute of Geriatrics, Rheumatology, and Rehabilitation of Professor Eleonora Reicher, PhD., hab., M.D., with its seat in Warsaw.

§2

For the purposes of these Rules, the terms below shall be defined as follows:

- 1) **Director** – the Director of the National Institute of Geriatrics, Rheumatology, and Rehabilitation of Professor Eleonora Reicher with its seat in Warsaw;

- 2) **Intellectual Property** – the subject of copyrights and related rights, the subject of industrial property rights, results of research and development works, and know-how, as well as their modifications, if the modification results in the emergence of a new intellectual property that is subject to protection under binding legal regulations;
- 3) **The Institute** – the National Institute of Geriatrics, Rheumatology, and Rehabilitation of Professor Eleonora Reicher with its seat in Warsaw;
- 4) **Know-how** – the technical, technological or organisational knowledge and other types of knowledge that has economic value, including information created as a result of the research and development works, which constitute the secret of the Institute as defined in the Act on combating unfair competition;
- 5) **Commercialisation** – actions taken in order to transfer the right to use Intellectual Property to other entities in return for remuneration;
- 6) **Committee** – a permanent or temporary Intellectual Property Committee, established pursuant to the provisions of § 9 of these Rules;
- 7) **Employee** – an individual employed at the Institute based on an employment contract, who creates Intellectual Property as a result of performing their duties under the employment relationship;
- 8) **Publications** – articles published in academic journals and magazines, books, textbooks, training materials (including materials for e-learning courses and parts thereof), presentations, speeches, lectures, and other public presentations (including at scientific conferences and assemblies, during seminars or as part of the teaching activities), multimedia presentations, posters, graphics, and other works that may be disclosed publicly;
- 9) **Rules** – the present Rules of the management of copyrights and related rights, industrial property rights, and the principles of commercialisation of the results of research and development works at the Institute;
- 10) **Author** – an individual who has created Intellectual Property; this term also refers to groups of individuals who have jointly created Intellectual Property, i.e. so-called “co-authors”. The term above also includes Employees and Contractors;
- 11) **Work** – a manifestation of creative activity of an individual nature, as defined in Art. 1, item I of the Copyright Act;
- 12) **Contractor** – an individual who is not in an employment relationship with the Institute, including doctoral students, students, high school students, interns, volunteers, and other persons who perform specific actions based on civil law contracts, and, as a result, create Intellectual Property; The term above shall also apply to Intellectual Property that is created by employees of the Institute, but beyond their scope of duties defined in the existing employment relationship.

### §3

1. The present Rules shall apply to Authors of Intellectual Property.
2. Pursuant to Art. 12 item I of the Copyright Act, the Institute shall have the right to the intellectual property rights to the Works created by Employees as a result of performing their duties under the employment relationship.
3. Pursuant to the agreements entered into with the Contractors, the Institute acquires the intellectual property rights to the Works created as a result of the realisation of

these agreements.

4. Pursuant to Art. 11 item 3 of the IPL Act, the Institute shall have the right to the Intellectual Property that is subject to the provisions of the IPL, in particular to the right to obtain a patent for an invention, utility model protection right, design registration right, as well as the rights to the results of scientific research, right to know-how, and other rights, including the right to their commercialisation, which emerge as a result of performing their duties under the employment contract by Employees and by Contractors with whom the Institute has concluded agreements that resulted in creating the objects of industrial property rights
5. If the given Intellectual Property is a result of the cooperation between an Author who is bound by the provisions of these Rules and individuals who are not bound by these Rules, including individuals employed by other entities, the Author shall notify the Director about this fact in order to draw up an agreement regulating the rights to the Intellectual Property in question.
6. If the given Intellectual Property contains content which, if disclosed, might affect obtaining legal protection by the Institute, in particular the protection foreseen in the IPL, then the Work cannot be disseminated before obtaining such protection.
7. The Authors shall not use the Intellectual Property of the Institute, including, but not limited to the results of research and development works, in their professional or gainful activity outside the Institute, including during performing work for other academic, research, or economic institutions, regardless of the legal basis and form of performing such work.

#### §4.

1. The Author shall notify the Director or the Deputy Science Director immediately in writing about creating Intellectual Property that is subject to protection under the Copyright Act., The notification should contain a statement of the Author stating that the work, apart from the citations in its content, is an original work of the Author and does not violate the rights of any third parties.
2. The Author shall notify the Director or the Deputy Science Director immediately in writing about creating Intellectual Property that is subject to protection under the IPL Act, along with a request for commercialisation. The notification should contain a statement of the Author stating that:
  - 1) the created Intellectual Property fulfils the requirements for obtaining the relevant rights (e.g. patent, protection rights, registration rights) pursuant to the IPL;
  - 2) the created Intellectual Property does not violate the rights of any third parties;
  - 3) the Author represents that they shall maintain confidential all data and information that are important from the point of view of obtaining and executing the legal protection of the created Intellectual Property until it has been covered by the appropriate protection.
3. The Authors shall transfer all information and data concerning the Intellectual Property that they possess, including the ownership title to the carriers on which the Works are recorded, technical, technological, and other information, to the Institute, for the purposes of the Commercialisation process.
4. In the event of an arising dispute between the Author and the Institute or between co-authors, the Director may appoint the Committee specified in §9 item 9 9 of these Rules in order to analyse the factual state and investigate the case. The Author of Intellectual Property has the right to participate in the hearing by the Committee, to file written explanations and, optionally, to lodge a written appeal against the opinion of the Committee to the Director.

5. If a specific Intellectual Property may violate the rights of third parties, the related responsibility is borne by the Author. Notwithstanding the above, in such event the Institute may claim compensation for the actual damages and lost benefits from the Author.
6. The provisions of these Rules do not violate the personal copyrights of the Author.

#### §5.

1. The Institute may grant other entities access to the Intellectual Property based on separate agreements, in particular in connection with their business activity.
2. Agreements on research and development works, to which the Institute is a party, should specify the party that will be entitled to use the Intellectual Property created as a result of such works, and regulate, in particular, the right to their publication and disposal. Moreover, such agreements should aim at ensuring that the Institute will have at least the rights of the co-owner of the Intellectual Property.
3. Any and all Agreements, to which the Institute is a party, should contain a clause that obliges the parties to maintain the essence of the Intellectual Property confidential, if the disclosure might hinder commercialisation or violate the interests of the Institute in another way.
4. If the Intellectual Property is created as a result of the works performed by a team, whose members, apart from individuals bound by these Rules, are also other persons or entities, the Institute shall attempt to enter into agreements on the transfer of property rights to the Intellectual Property with such persons or entities.
5. All agreements on internships or fellowships concluded by the Institute with national or international research institutions should attempt to ensure that the rights to the Intellectual Property created by an intern or fellow or with their significant contribution or at least a part of such rights will be granted to the Institute.

#### §6.

1. The submitted Intellectual Property shall be evaluated in terms of the advisability, reasonability, and feasibility of applying for the legal protection provided under the IPL, shall be evaluated by the Committee defined in §9 within three weeks from the date of submitting as defined in §4 item 2 of these Rules. Based on the written evaluation of the Committee, the Director of the Institute shall make a decision on applying for legal protection.
2. In justified cases, the period specified in item 1 hereinabove may be prolonged, however it must not exceed three months.
3. If the Director decides to refuse to apply for legal protection specified in item 1 hereinabove, the Institute may, on demand of the Author, transfer the right to obtain legal protection for the submitted Intellectual property, back to the Author, on the terms and conditions regulated in a separate agreement.
4. The Author and any other persons, who become aware of any Intellectual Property that may be the subject of the protection foreseen by the IPL, shall maintain any information related to this Intellectual Property confidential until the appropriate legal protection has been obtained. The obligation to maintain confidentiality applies, in particular, to the following information: data, plans, test results, designs, certificates, technical, technological, and organisational data. The above obligation shall apply both to Authors and to other persons who have obtained such information in any manner whatsoever.
5. The Director shall notify the Author immediately about the decision of the Patent Office to grant legal protection to a specific Intellectual Property submitted by the

Institute.

6. The decision on the advisability, reasonability, and feasibility of maintaining the legal protection granted by the Patent Office with respect to a specific Intellectual Property shall be made by the Director based on the opinion of the Committee.
7. If the Director decides not to apply for the extension of legal protection of a specific Intellectual Property, the Institute may offer the Author to transfer the right to obtain legal protection for the said Intellectual property, back to the Author, on the terms and conditions regulated in a separate agreement
8. The Author of the Intellectual property that is submitted for commercialisation may use the outcomes of their intellectual work related to creating the Intellectual Property in question until the legal protection is obtained, only for scientific and teaching purposes and only to the extent to which it does not violate the obligations specified in item 4.

## § 7

1. The Institute may grant other entities access to Intellectual Property, in particular to the outcomes of research and development works that are the property of the Institute and have economic and market value, in return for remuneration.
2. The Intellectual Property may be commercialised, in particular, by means of:
  - 1) disclosing the outcomes to other entities in return for remuneration, in particular under a lease, rent, or licence agreement;
  - 2) transferring the right to use and dispose of the Intellectual Property to other entities;
  - 3) establishing a separate entity (e.g. a spin-off company).
3. The decision on the choice of the method of commercialisation, including on the terms and conditions and the channel of technology transfer, shall be made by the Director after consulting the Committee. The Director shall make the decision on request of the Author or of the heads of organisational units of the Institute who have filed the relevant motion for the Commercialisation of the Intellectual Property.
4. All individuals who participate in the actions related to Commercialisation shall maintain all information obtained in the process confidential, unless they have obtained a prior written consent of the Director for their disclosure.

## §8.

1. In the event if the Institute uses its Intellectual Property independently, in a manner that brings profit, including profits from Commercialisation, the Institute shall pay the Author remuneration either in the amount specified in item 2 or defined in the agreement concluded with the Author, subject to the provisions of item 3.
2. The income obtained from Commercialisation, including from exercising the property rights to the Intellectual Property of the Institute or from the use of this Intellectual Property by third parties based on agreements, i.e. in form of royalties, fees for the transfer of rights, for handing the Intellectual Property over for use or in form of benefits from lease or rent, shall be divided between the co-authors and the Institute at the rate of 50% - 50%, provided that the part due to the co-authors shall be further divided proportionally to their contribution to the creation of the relevant Intellectual Property.
3. The income from Commercialisation shall be measured as the difference between the revenue generated by the Commercialisation process and the costs incurred by the Institute on the creation, legal protection, implementation, and maintenance of the relevant Intellectual Property.

4. The remuneration of the Author for the Commercialisation of the Intellectual Property being subject to protection under the IPL shall be paid in instalments, through the period specified in the agreement, starting from the date of obtaining the first income, within the periods specified in Art. 22, item 4 of the IPL.
5. The provisions of items 1, 2, and 3 shall also apply to services provided by the Institute to third parties with the use of the Intellectual Property of the Institute.

#### §9.

1. The Committee for Intellectual Property may be permanent or temporary, pursuant to the provisions of these Rules.
2. The Committee for Intellectual Property shall be composed of three to five members, including two permanent members:
  - 1) Deputy Science Director – Chairperson of the Committee for Intellectual Property; and
  - 2) Deputy Finance and Accounting Director – Member of the Committee for Intellectual Property.
3. Members of the Committee, apart from permanent Members, are appointed and removed by the Director who completes the composition of the Committee to adapt it to the scope of the analysed applications specified in § 4. The term of the Members of the Committee, except for permanent Members, shall last until the end of the works of the Committee on the relevant applications.
4. The Author shall notify the Director or the Deputy Science Director in writing about Intellectual Property, including the results of research and development works, pursuant to the provisions of §4 item 1 and 2 of these Rules. Having received the notification, the Director or the Deputy Science Director shall immediately submit the application to the Committee.
5. The duties of the permanent Committee include:
  - 1) assessing the submitted Intellectual Property and the advisability, reasonability, and feasibility of applying for the legal protection foreseen in the IPL;
  - 2) assessing the advisability, reasonability, and feasibility of maintaining the legal protection granted by the Patent Office with respect to a specific Intellectual Property;
  - 3) issuing opinions on possible methods of Commercialisation of the Intellectual Property, including defining the conditions and path for transfer of technology.
6. The Committee shall perform its duties by means of issuing written opinions.
7. Each of the Members of the Committee may lodge a dissenting opinion along with justification.
8. The records of the opinions issued by the Committee for Intellectual Property are maintained by the Scientific Secretariat of the Institute.
9. If it becomes necessary to obtain an opinion that is beyond the scope of duties of the permanent Committee or to resolve a dispute between the Author and the Institute or between co-authors, the Director may appoint a temporary Committee composed of persons who possess expert knowledge in the field in which the Committee should take a position or issue an opinion.

#### § 10.

1. In connection with the Commercialisation of the Intellectual Property, including the results of research and development works and providing research and scientific services, the Institute may permit an entity that acquires the right to use the research

results to use the infrastructure of the institute, including, but not limited to: the premises, equipment, and research equipment.

2. The terms and conditions of using the infrastructure of the Institute shall be defined in the agreements concluded between the Institute and the entity that acquires the right to use the Intellectual Property.
3. The amount of remuneration for using the infrastructure of the Institute shall be defined on market conditions.

#### § 11

1. The fee due to the Employee for the transfer of intellectual property rights or industrial property rights to the Intellectual Property, considering the list of types of creative activities specified in Art. 22 item 9b of the PIT Act may be subject to increasing the deductible costs as defined in Art. 22 item 9 of the PIT Act.
2. The increased deductible costs may be applied to Intellectual Property being a Work only in the situation if the Institute accepts such Work.
3. The Work is accepted by means of a written statement of the Institute.
4. Heads of individual organisational units of the Institute shall maintain records of the Intellectual Property.

