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Rules and Regulations for the Management and Commercialisation of Intellectual Property

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§ 1.

Subjective scope

1. The Rules and Regulations for the Management and Commercialisation of Intellectual Property, developed as part of the Virtual Research Institute, hereinafter referred to as "the Rules and Regulations", apply to Research Team Members conducting scientific activities in the form of the Virtual Research Institute, hereinafter referred to as "WIB", within the meaning of Article 5 section 1 point 1 of the Act of 4 April 2019 on Polish Science Fund's support for scientific activities (Journal of Laws of 2019, item, 823), hereinafter referred to as "the Act", employed under a contract of employment or a civil-law contract, in a Research Unit or Other Units (hereinafter referred to as "Research Team Members").
2. The provisions of these Rules and Regulations apply to Research Units and Other Units, and to the entity which manages WIB, referred to in Article 7 section 1 point 1 of the Act, i.e. Łukasiewicz Research Network – PORT Polish Center for Technology Development, hereinafter referred to as "the Managing Entity"

§ 2.

Objective scope

1. These Rules and Regulations lay down, in particular:
 - a) The rights and duties of the Managing Entity regarding the management, usage, protection, and Commercialisation of Intellectual Property
 - b) The rights and duties of Research Team Members regarding the protection and usage of Intellectual Property and its Commercialisation
 - c) The rules and mode of acquiring Intellectual Property by the State Treasury – the Minister in charge of science and higher education, the mode of making decisions on Commercialisation, and decisions on Intellectual Property security and protection
 - d) The rules regarding the security and protection of Intellectual Property
 - e) Commercialisation principles and procedures
 - f) The rules regarding the distribution of Funds from the Commercialisation
 - g) The rules and mode of disclosing and disseminating knowledge on Intellectual Property
2. The Rules and Regulations apply to Intellectual Property created under the Funding Agreement concluded by and between the Managing Entity and the Research Unit.

§ 3.

Definitions

1. For the purposes of these Rules and Regulations, the terms used herein shall mean:
 - a) "Background IP" – any intangible property and know-how, other than Intellectual Property, protected by law, in particular under the legal regulations referred to in letter m), which is necessary to implement a Research Task or use the results of the Research Team's work or its Commercialisation, or the absence of which significantly hinders the implementation or usage of the Results of the Research Team's work or its Commercialisation;

- b) "Other Unit" – an entity, referred to in Article 7 section 1 points 1, 3-6 and 8 of the Act of 20 July 2018 – the Law on Science and Higher Education (Journal of Laws of 2020, item 85, as amended), or another legal person or an organisational unit without legal personality, which is not a Research Unit, and which employs at least one person who is a Member of the Research Unit;
- c) "Research Unit" – an entity provided for in Article 7 section 1 points 1, 3-6 and 8 of the Act of 20 July 2018 – Law on Higher Education and Science, in which the Leader conducts scientific activities and with which the Managing Entity has concluded a Funding Agreement;
- d) "Commercialisation" – a range of actual activities and legal acts aimed at ensuring the commercial or utility application of Intellectual Property, involving in particular the transfer of rights to Intellectual Property to a third party, including to a special-purpose vehicle, or the granting to such a person of a right to use Intellectual property, in particular, by licensing.
- e) "Commercialisation Costs" – expenditure incurred by the Managing Entity on activities connected with the Commercialisation process and protection of Intellectual Property, including in particular expenditure on obtaining and maintaining patent protection, expenditure on raising the technological readiness level (TRL) of Intellectual Property, expenditure on conducting additional activities, not included in schedules of Research Tasks, research aiming at making Intellectual Property credible in the eyes of prospective Recipients of Intellectual Property, expenditure on invention prototypes or the manufacture of a batch of a preparation/active molecule intended for testing by prospective Recipients of Intellectual Property, and expenditure on protecting Intellectual Property against any third-party infringement, and protecting the State Treasury against any claims arising from infringing any third-party rights as a result of the usage of Intellectual Property. Commercialisation costs shall be allocated to a given Research Task within which the Intellectual Property being commercialised was created. If the Commercialisation Costs cannot be allocated to any Research Task, such Commercialisation Costs shall be allocated in four equal parts to several or all the Research Tasks carried out within WIB (depending on which Research Task such Commercialisation Costs concerned)
- f) "Leader" – a natural person with an established research track record, employed under a contract of employment or a civil-law contract in the Research Unit within which the Research Team conducts its research activity
- g) "Minister" – the Minister in charge of science and higher education. For the avoidance of doubts, it is hereby noted that any reference to the transfer of an ownership right to the Minister shall mean the transfer of the ownership right to the State Treasury
- h) "Recipient of Intellectual Property" – an entity which acquires Intellectual Property or the right to use Intellectual Property, in particular under a licensing agreement, including an entity established by the State Treasury for the purpose of the implementation of the Commercialisation
- i) "Research Publication" – an article in a scientific journal, a publicly available scientific paper, or a separately issued monograph, a presentation at a scientific conference or other open scientific meeting, or any other disclosure of the Results of the Research Team's work for the purpose of scientific knowledge dissemination
- j) "Funds from the Commercialisation" – funds received from the Commercialisation, reduced by Commercialisation Costs. Funds from Commercialisation are taxable; funds after taxation shall be considered as Funds from Commercialisation. Commercialisation Costs shall be allocated to a given Research Task within which the Intellectual Property being Commercialised was created
- k) "Creator" – a person being the Leader or other Research Team Member who creates or co-creates Intellectual Property
- l) "Agreement" – a Funding Agreement, referred to in Article 11 of the Act, concluded by and between the Managing Entity and the Research Unit
- m) "Intellectual Property" – any Results of the Research Team's work which are protected, or could be protected, by law, constituting intangible property or know-how related to the results, in particular

- inventions, utility models, industrial designs, trademarks or topographies of integrated circuits, within the meaning of the Act of 30 June 2000 – the Industrial Property Law, which also comprise the rights to acquire exclusive rights to the said solutions, already-granted exclusive rights to the said solutions, information and technical experience needed for also usage of the said solutions, and the preference right to acquire the said rights
 - works and objects of related rights, within the meaning of the Act of 4 February 1994 on Copyright and Related Rights
 - plant varieties bred or discovered and developed by the breeder, within the meaning of the Act of 26 June 2003 on Legal Protection of Plant Varieties
 - databases, within the meaning of the Act of 27 July 2001 on Database Protection
 - rationalisation projects
 - other protection rights not specified hereinabove, including those provided for by international law, European Union Law, and also the national laws of States other than the Republic of Poland
 - commercially valuable information not disclosed to the public and not protected by exclusive rights, fixed or not in the form of materials, documents, studies, related to or resulting from scientific activities conducted by the Research Team (know-how)
- n) Any reference made in these Rules and Regulations to the transfer of Intellectual Property, the protection of Intellectual Property, the management of Intellectual Property, etc., shall mean the transfer of rights to Intellectual Property, the protection of rights to Intellectual Property, the management of rights to Intellectual Property, etc.
- o) "Results of the Research Team's work" – any results of the Research Team' scientific activities, including know-how related to any such results, conducted under the Agreement
- p) "Research Task" – scientific activities as provided for in Article 4 of the Act of 20 July 2018 on Higher Education and Science, excluding artistic activities, of particular significance for the implementation of the national-development strategy, leading to the development of innovative products, and described in the Funding Application of the Research Team
- q) "Research Team" – a team of researchers who conduct scientific activities under the guidance of the Leader, within the Virtual Research Institute. in the field specified in the communication on the fields of research activities, financed from the funds of the Polish Science Fund, selected by the Managing Entity by way of the Competition.
2. Any terms not defined herein shall have the meaning adopted respectively in the Agreement, the WIB management agreement, or in the Act.

§ 4.

Rights and duties of the Managing Entity regarding the management and Commercialisation of Intellectual Property

1. The Research Unit and Other Units shall ensure that the Research Unit shall be entitled to the entire Intellectual Property, to such an extent as to enable the Research Unit to transfer to the State Treasury – the Minister in charge of science and higher education, the entire Intellectual Property within the broadest scope permitted by law (which Intellectual Property shall be free from any third-party rights or claims).
2. The Research Unit and Other Units shall include the appropriate provisions ensuring the achievement of the objective referred to in par. 1, in the consortium agreement binding thereof. The Research Unit and Other Units shall properly regulate the legal relationships binding them with their Leader or Research Team Members –among others in a contract of employment or a civil-law contract –in a way which ensures the achievement of the objective referred to in par. 1. The Managing Entity shall be

- entitled to verify the documents referred to in this paragraph in terms of their pursuit of the objective provided for in par. 1.
3. Having submitted the complete and correctly filled-in Intellectual Property Record, under the principles set out in § 6, Research Units and Other Units shall take any actions necessary for the Research Unit to transfer, within the time limit set in par. 4, Intellectual Property to the State Treasury – the Minister in charge of science and higher education, in particular, if necessary, obtain the consent of internal bodies or third parties, and, if necessary, carry out the valuation of the Intellectual Property.
 4. The Research Unit shall make – through the agency of the Managing Entity – a declaration of transfer of the Intellectual Property covered by the Intellectual Property Record, to the State Treasury – the Minister in charge of science and higher education, within a maximum of 3 (three) months from the day of submitting the Intellectual Property Record to the Managing Entity, or from the day on which that Intellectual Property Record should have been submitted. The Research Unit shall not make a declaration of the transfer of Intellectual Property to the State Treasury – the Minister in charge of science and higher education, only when the Intellectual Property Record is submitted as a result of the resignation of a given Research Team Member from membership, or as a result of the joining of the Research Team by a new Member, pursuant to § 6 (3) hereunder.
 5. Failing to meet the deadlines fixed in par. 4 can result in an obligation to reimburse funds by the Research Unit, under the principles set out in the Agreement.
 6. The Research Unit shall make, within the time limit provided for in par. 4, towards the Managing Entity, a declaration of the transfer of Intellectual Property to the State Treasury – the Minister in charge of science and higher education.
 7. The State Treasury – the Minister in charge of science and higher education shall acquire Intellectual Property from the Research Unit on the submitting by that Research Unit to the Managing Entity of a declaration of transfer of Intellectual Property to the State Treasury – the Minister in charge of science and higher education, without the need to make any additional declarations of will or knowledge. If the Research Unit fails to make the declaration referred to in the previous sentence, the State Treasury – the Minister in charge of science and higher education shall acquire Intellectual Property on completion of the Research Task, and if this does not take place prior to the termination of the Funding Agreement, on the termination thereof, without the need to make any additional declarations of will or knowledge. The previous sentence is without prejudice to the Managing Entity's rights to apply the sanctions related to the failure to make the declaration of the transfer of Intellectual Property, as provided for in the Agreement, including in particular to consider this circumstance as a significant Irregularity, or to request the reimbursement of the funds, pursuant to § 15 (10) of the Funding Agreement.
 8. A declaration of transfer of Intellectual Property to the State Treasury – the Minister in charge of science and higher education shall be made in writing; otherwise it shall be deemed null and void. A deadline fixed for making such a declaration shall be deemed to have been met, provided that it had been sent by post (by registered letter) or by courier, before the deadline expired. The Managing Entity may draw up a template of a declaration of the transfer of Intellectual Property. In this situation the Research Unit shall make the declaration in question on the template prepared by the Managing Entity.
 9. The Managing Entity, on behalf of the State Treasury – the Minister in charge of science and higher education, shall manage Intellectual Property, in particular for the purpose of the proper protection of Intellectual Property and its Commercialisation.
 10. The Managing Entity shall be entitled to issue binding detailed guidelines laying down the principles under which the Managing Entity and Other Units should acquire the whole Intellectual Property within the broadest scope permitted by law, and to transfer it to the State Treasury – the Minister in charge of science and higher education. In case of any doubts it is provided that any acquisition/transfer shall be within the broadest scope permitted by law, subject to the legal nature of the given object of Intellectual Property, in such a way that the State Treasury – the Minister in charge of science and higher education would obtain any possible rights to Intellectual Property, without any time and territorial limitations, in

particular in all fields of use permitted by law, and with the right to decide with regard to any derivative works and exercise of moral rights. The previous sentence is without prejudice to the rights of the Research Team Members to exercise the moral rights set out in article 16 points 1-2 of the Act of 4 February 1994 on Copyrights and Related Rights.

11. The Managing Entity shall manage Intellectual Property and shall Commercialise the same, considering in particular the provisions of
 - a) the Act
 - b) the WIB management agreement
 - c) the Agreement
 - d) the Rules and Regulations.
12. The Managing Entity shall be entitled to decide on the scope of the implementation of the Commercialisation of Intellectual Property, in particular to choose the manner of the Commercialisation.
13. The Managing Entity shall make decisions as to the protection of Intellectual Property, the date of filing an application to the competent industrial property authority, and shall be responsible for the exchange of correspondence with offices, meeting all official deadlines, paying any official charges connected with the process of obtaining a patent protection, and maintaining it in force or withdrawing from that protection.
14. The Managing Entity shall be entitled to perform any factual and legal activities concerning Intellectual Property, including in particular to conclude contracts with third parties, to act before public administration bodies, holding negotiations with parties interested in acquiring thereof.
15. As part of the duties to protect Intellectual Property, the Managing Entity shall ensure that the Intellectual Property is subject to the optimal legal protection, and that any infringements of the related exclusive rights and the consequences thereof have been remedied. As part of the foregoing, it commits in particular to
 - 1) developing a protection strategy for the Intellectual Property, subject to the following criteria:
 - a) An analysis of whether it is justifiable for the provision of the optimal protection of the Intellectual Property to file a patent application to grant a patent or other protection right or know-how protection, considering in particular the possibility of the reverse engineering of the solutions developed by the Research Team.
 - b) An analysis of the risks connected with the selection of a given method for the protection of Intellectual Protection (in particular the possibility of conflict in the process of examining the solution in terms of its innovativeness and non-obviousness under the procedure for granting a patent or a protection right)
 - c) The practice used by entrepreneurs on the market for products or services similar to those being the objects of the solutions developed by the Research Team
 - d) The determination of the scope of territorial protection (national, regional, or supra-regional protection), considering the potential of the Commercialisation of the Intellectual Property, in particular the costs of obtaining the protection in a given field, and the potential receipts of Funds from Commercialisation in this field
 - 2) Carrying out patent-clearance searches or freedom to operate analyses for a given Intellectual Property, or to commit the Research Unit to carry out the same.
 - 3) In the event of deciding to protect Intellectual Property through its registration (e.g. Patent protection or utility design), ensuring that the appropriate application is filed by the authorised entity on behalf of the Minister to the responsible patent office.
 - 4) Engaging the authorised entities to conduct proceedings before responsible patent offices to obtain protection for a given Intellectual Property, and to control how the said proceedings are conducted by such entities.

- 5) Making decisions to limit, under the proceedings, the scope of the desired protection (e.g. limit the scope of patent claims), if this is advisable for the achievement of the optimal protection.
 - 6) Making decisions to withdraw the patent application, if – after consulting the patent attorney the conclusion is reached that it is impossible to obtain protection, or that the costs of protection would be higher than the value of the Intellectual Property or the value of expected receipts from its Commercialisation.
 - 7) Covering all costs connected with obtaining and maintaining the protection, including in particular all administrative charges for granting a patent, or by virtue of periodic fees for maintaining thereof, the costs of remuneration for patent attorneys, translation costs, etc.
 - 8) Providing the Intellectual Property with protection, including procedural protection, when it becomes known that it has been infringed by any third party.
16. As part of the Commercialisation obligation, the Managing Entity shall provide the greatest possible Funds from the Commercialisation, subject to the principles of the effectiveness of their acquisition; in order to achieve this objective, it shall, in particular:
- 1) Develop a Commercialisation strategy comprising, in particular:
 - a) an analysis of the manner of commercialisation (sale of rights, granting a licence, joint venture, self-implementation), considering the personnel and financial potential, the experience of the Managing Entity, and the expected benefits from the Commercialisation
 - b) an analysis of the potential markets of products or services
 - c) drawing up a list of entrepreneurs operating on given markets, along with an assessment of the barriers to entering a given market
 - d) drawing up a list of prospective investors
 - e) the estimated Commercialisation Costs
 - 2) Make decisions, on behalf and in favour of the Minister, regarding the Commercialisation of Intellectual Property, in particular choosing the manner of the Commercialisation
 - 3) Regularly monitor the potential sales markets for the Intellectual Property and search for prospective Recipients of the Intellectual Property
 - 4) Conclude, on behalf of the Minister, any Commercialisation agreements, in particular licensing agreements, agreements transferring Intellectual Property, or the right to use thereof, for the benefit of that company as a contribution in kind
 - 5) Exercise, on behalf of the Minister, any participating rights in the event of Commercialisation, consisting of providing a private limited company with the Intellectual Property or the right to use thereof as a contribution in kind
 - 6) Perform any factual and legal activities concerning Intellectual Property, including in particular to conclude with third-party contracts transferring the Intellectual Property or granting rights to use thereof (exclusive or non-exclusive licence), act before public administration bodies, holding negotiations with the parties interested in acquiring thereof.
17. The Managing Entity shall also keep a register of the Intellectual Property (hereinafter **“the Register”**) created by the Research Teams as part of the implementation of the Research Tasks, which Register shall contain, in particular:
- a) A list of Creators
 - b) A description of the Intellectual Property, along with an evaluation of its strong and weak points and directions of development
 - c) A list of Research Publications of Creators concerning Intellectual Property
 - d) A list of objects of rights related to the Intellectual Property, particularly Background IP
 - e) A prior art search, along with the Intellectual Property patentability opinion, as well the potential barriers to implementation
 - f) A market analysis of Intellectual Property
 - g) The results of the research evaluation

- h) Information concerning the protection of Intellectual Property, including detailed information on the conducted Intellectual Property protection procedures (containing the whole official correspondence exchanged in the matter of protection)
 - i) Information concerning the Commercialisation method and strategy
 - j) A description of the course of the Commercialisation of Intellectual Property (including the information on the undertaken actions to identify the prospective Recipients of the Intellectual Property, establishing contact with the prospective Recipients of the Intellectual Property, and presenting it at direct meetings, trade fairs, conferences, and seminars, preparing promotional and informational materials concerning Intellectual Property, the course of the negotiations, and the concluded contracts)
 - k) Information concerning any notified or potential infringements of third party rights resulting from the usage of the Intellectual Property, or any infringements of the Intellectual Property by any third party
 - l) Information concerning the distribution of Funds from the Commercialisation;
 - m) Information concerning any claims of persons entitled to Funds from the Commercialisation.
18. The Register shall be in the form of an electronic database in a computer system. The Managing Entity may commit the Research Unit to fill in the register with data concerning the implementation of the Research Task, in particular the information concerning the Intellectual Property.

§ 5.

Rights and duties of the Research Team Members, as well as Research Units and Other Units regarding the protection and usage of Intellectual Property

1. The Research Team Members shall have the right to use the created Intellectual Property for the purposes of the implementation of the Research Task within WIB until the completion of the Research Task, subject to § 11 (1).
2. In the Funding Application, the Research Unit shall provide the Managing Entity with information concerning all its rights to the Background IP, or the rights to the Background IP of the Research Team Members, which are necessary for the implementation of the Research Task, or the usage of the Results of the Research Team's work or Commercialisation, or the absence of which significantly hinders the implementation of the Research Task, or the usage of results of the Research Team's work or Commercialisation.
3. The Research Unit shall authorise the State Treasury – the Minister in charge of science and higher education, or the Managing Entity, to use the Background IP insofar as it facilitates the implementation of the Research Task or the usage of the Results of the Research Team's work, or the provision of the protection of the Intellectual Property, or the implementation of Commercialisation, in particular by granting a licence (with the right to grant further licences), or through a transfer of the rights to the Background IP (hereinafter referred to as "the Authorisation to use the Background IP").
4. For the avoidance of doubt, it is hereby noted that the Research Unit shall first obtain from Other Units or Research Team Members any rights necessary to grant an effective Authorisation to use the Background IP, in particular under a Consortium Agreement.
5. The Research Unit and Other Units shall determine the mutual scope of the usage of the Background IP, insofar as it is necessary to implement the Research Task, in particular in a Consortium Agreement.
6. The Research Unit shall grant an Authorisation to use the Background IP on signing the Agreement (if the usage of the Background IP is necessary to implement the Research Task) or on making a declaration of the transfer of the Intellectual Property (if the usage of the Background IP is necessary for the Managing Entity to provide the protection of the Intellectual Property or to implement the Commercialisation of the Intellectual Property or to use the Results of the Research Team's work). The Managing Entity and the Research Unit shall determine the scope of the Authorisation to use the Background IP.

7. If, for the purpose of the implementation of the Commercialisation by the Managing Entity, or the implementation of the Research Task, or the provision of the protection of the Intellectual Property, or the usage of the Results of the Research Team's work, it is found necessary to extend the Authorisation to use the Background IP, the Research Unit commits to broadening the scope of the Authorisation to use the Background IP on each request of the Managing Entity, within 30 days from the submission of the request.
8. By virtue of the Authorisation to use the Background IP, the Research Unit, and also Other Units and Research Team Members, shall not be entitled to any additional remuneration in excess of that specified in § 9 (2).
9. In the Funding Application, or in the course of the implementation of the Research Task, the Research Unit shall also submit to the Managing Entity information about other Intellectual Property rights which have to be acquired in order to use the created Intellectual Property, in particular its Commercialisation.
10. The Research Team Members shall sign and make to the Managing Entity a Declaration by the Research Team Members according to the template which constitutes Appendix No. 1 to these Rules and Regulations.
11. The declarations referred to in par. 10, signed by the Research Team Members forming the Key Personnel specified in the Funding Application, shall constitute appendices to the Agreement, and shall be submitted by the Research Unit together with the Agreement, to the Managing Entity.
12. In a situation in which the Research Team is to be joined by a researcher who was not, at the time of filing the Funding Application, indicated as a Member of the Research Team forming the Key Personnel, the Research Unit shall deliver the declaration referred to in par. 10, signed by the new Research Team Member.
13. Research Team Members, the Research Unit, and Other Units, shall maintain the confidentiality of the Results of the Research Team's Work, including the Intellectual property, if disclosing thereof could preclude or limit the possibility to grant the optimal protection for that Intellectual Property, in particular if disclosing the solution could eliminate the premises of innovativeness, and thus make the patent protection of the Intellectual Property impossible, or reduce the amounts received from the Commercialisation. Without prejudice to the first sentence, in order to disclose information on the Results of the Research Team's Work, including the Intellectual Property, during the implementation of the Research Task, and for 20 years after the completion or discontinuing of the Research Task, it is necessary to obtain the written consent of the Managing Entity or the State Treasury – the Minister in charge of science and higher education.
14. The Research Unit shall notify the Managing Entity, through the agency of the Leader, of the fact of the creation of the Intellectual Property which can be subject to Commercialisation. The provided information has to be complete, and contain the whole state of knowledge on the notified Intellectual Property.
15. In addition, the Research Team Members shall keep detailed documentation regarding the course of the Research Task, based on which it can be stated who carried out the experiments, and when and what results were achieved. The documentation referred to in the previous sentence shall be provided to the Managing Entity on its every request.
16. Research Team Members, the Research Unit, and other Units, shall cooperate with the Managing Entity, the State Treasury – the Minister in charge of science and higher education, and other entities specified by the Managing Entity, in operations/activities/proceedings which aim to obtain the appropriate protection of the Intellectual Property, and to Commercialise it, in particular in actions taken before the competent public-administration bodies, i.a. by providing answers to questions concerning the Intellectual Property to be protected, and by providing support in preparing the documentation necessary to apply for the protection of the Intellectual Property, or in drawing up any such documentation. The duty referred to in the previous sentence shall continue for the whole period of the

implementation of the Research Task, and at least for the period in which the Intellectual Property shall be owned by the State Treasury – the Minister in charge of science and higher education.

17. Without prejudice to par. 13, during the term of the Agreement the Research Team Members shall not perform, either directly or indirectly, any activities under which the Intellectual Property is or might be disclosed or used, or any activities which (or whose results) makes it difficult or impossible to provide an effective protection of the Intellectual Property, or implement its Commercialisation. Any activities performed directly shall be construed in particular as performing the activities referred to in the previous sentence by an entity in which a Research Team Member is a partner, a shareholder, a Member of the Management Board, or a Member of another governing, advisory, or a controlling/supervisory body, as well as by an entity actually managed by a Research Team Member, in which the Member does not hold the status of a partner, a shareholder, a Member of the Management Board, or a Member of another governing, advisory, or controlling/supervisory body.

§ 6.

Rules and mode for transferring Intellectual Property

Mode for making decisions regarding the protection of the Intellectual Property and its Commercialisation

1. The Research Unit shall notify the Managing Entity, through the agency of the Leader, of the fact of the creation of the Intellectual Property by the Research Team forthwith, but not later than within 30 days from the creation of the Intellectual Property. The Intellectual Property shall be recorded using the Intellectual Property Record, which constitutes Appendix No. 2 to these Rules and Regulations. The Intellectual Property Record shall specify the percentage creative contribution of each Creator in the development of the Intellectual Property. The percentage contribution of the Creators has to be confirmed with a signature personally placed by each Creator. The Intellectual Property Record shall be sent in an electronic form to wib_komercjalizacja@port.lukasiewicz.gov.pl, and its signed original shall be posted to the Managing Entity within 7 days at the latest from the delivery of the electronic Record.
2. If the Managing Entity, in the course of the implementation of the Research Task, having analysed the Research Task implementation reports, or other documents, in particular the documents set out in § 5 (15), considers that the Intellectual Property created by the Research Team can be patented or commercialised, the Managing Entity shall request the Research Unit to submit the Intellectual Property Record to the Managing Entity, within 30 days from the request at the latest.
3. When a Research Team Member decides to terminate his or her work in the Research Team, the Research Unit shall provide the Managing Entity with the Intellectual Property Record containing the percentage contribution of the Creators in the Intellectual Property made by the day of the termination of the implementation of the Research Task by the Research Team Member resigning from Membership. The previous sentence shall apply respectively when a new person becomes a Research Team Member.
4. The Managing Entity, on receipt of Intellectual Property Record, shall verify its completeness, and shall enter the Intellectual Property in the Intellectual Property Register, or shall require the Research Unit to enter it. The Managing Entity may request the Research Unit, Other Units, or Research Team Members to provide additional information concerning the notified Intellectual Property. Information concerning the Intellectual Property shall be deemed to have been provided with the date of receipt of the Intellectual Property Record containing all the data required by the Managing Entity.
5. The Managing Entity, within 3 months from the date of the receipt of the Intellectual Property Record, shall draw up a report containing:
 - a) a prior art search along with the Intellectual Property patentability opinion, as well as a protection strategy for the Intellectual Property, and the potential barriers to the implementation thereof

- b) an analysis of the potential of the Intellectual Property, comprising in particular the identification of the strong and weak points thereof, an analysis of its added value, the determination of the technological readiness level (TRL), the identification of competitive and complementary technologies, market research, the determination of the scope of the documentation necessary for its Commercialisation, and the identification of the prospective Recipients.
6. The Managing Entity shall not draw up the report referred to in par. 5 if the Intellectual Property Record is received in consequence of the circumstances set out in par. 3.
7. The Managing Entity may use assessments by external experts for the purpose of obtaining opinions on the matter of the Commercialisation and/or protection of the Intellectual Property.
8. In justified cases the Managing Entity may extend the 3-month period necessary to analyse the received materials.
9. The Managing Entity shall make a preliminary decision on the Commercialisation and/or protection of the Intellectual Property, and shall submit it to the Leader, requesting Creators to make remarks, if any. The Managing Entity, having read the remarks of Creators, shall make a decision on the Commercialisation of the Intellectual Property, and the manner of protecting it. In the event of substantial discrepancies as to the selection of the method of the protection and/or the Commercialisation of the Intellectual Property by the Managing Entity, the final decision in this regard shall be made by the Managing Entity.
10. If the technological readiness level regarding the solution is too low, the Managing Entity may decide to:
 - a) continue the work of the Research Team until the achievement of satisfactory technological maturity of the Intellectual Property, or
 - b) outsource the work necessary to increase the potential of the Commercialisation.
11. The Managing Entity may make a negative decision concerning the protection and/or Commercialisation of the Intellectual Property. The Managing Entity may also decide to stop the work of the Research Team when the Commercialisation is found to be impossible, in particular in the event of non-patentability, an infringement of third-party exclusive rights, or the lack of commercialisation potential.

§ 7.

Intellectual Property protection

1. The protection of the Intellectual Property shall be carried out in particular by covering it with legal protection as an object of industrial property law, or as a trade secret.
2. Creators shall cooperate with the Managing Entity, the State Treasury – the Minister in charge of science and higher education, and with other entities, i.a. the patent agencies, to the extent of the preparation of the documentation required for drawing up the patent application for the Intellectual Property to be filed with the responsible office, and in the course of the procedure of obtaining and maintaining the protection of the Intellectual Property.
3. The Managing Entity may engage authorised bodies, in particular the patent attorney, to draw up the patent documentation, and submit it to the industrial property office, and to conduct proceedings before industrial property offices. The Managing Entity is entitled to outsource the activities referred to in the previous sentence on behalf and in favour of the State Treasury – the Minister in charge of science and higher education.
4. The Managing Entity shall cover the costs of protecting the Intellectual Property from the funds allocated to the Commercialisation.
5. In the absence of an agreement on the percentage division of the creative contribution referred to in § 6 par. 1-3, the Research Unit shall be authorised to declare an equal creative contribution of each Research Team Member named in the Intellectual Property Record. Simultaneously, in the situation

referred to in the previous sentence the Research Unit shall be entitled to apply the procedure provided for in § 9 (5).

6. The Managing Entity shall make a decision to extend the patent protection of the Intellectual Property outside Poland within 12 months from the reservation of the priority. Before the decision is made, the Managing Entity may request the Leader for his or her opinion on commercialisation potential, which opinion, however, is not binding. The Managing Entity shall also consider the additional results achieved by the Research Team if it continues the implementation of the Research Task after the submission of the Intellectual Property Record. In order to make a decision to extend the patent protection, the Managing Entity shall prepare:
 - a) a repeated prior art search
 - b) an up-to-date analysis of the patentability and the barriers to implementation;
 - c) an up-to-date market analysis of the Intellectual Property.
7. The results of completed analyses are included in the Intellectual Property Register, and contain recommendations concerning the extension of the patent protection outside Poland, with the choice substantiation and the estimated costs of obtaining the patent protection. In the event of extending the protection under the international PCT procedure before the lapse of 30 months from the priority date, the decision as to the extension of the patent protection in selected countries or regions shall be made on the basis of an International Search Report, a written opinion drawn up by International Searching Authority, and a market analysis of the Intellectual Property.
8. The Managing Entity shall have the right to withdraw from maintaining the exclusive rights in force, if the Commercialisation is deemed impossible due to identified external circumstances beyond the control of the Managing Entity.
9. The Managing Entity shall provide the Intellectual Property with protection, including procedural protection, when it becomes aware that it has been infringed by any third party.
10. Research Units, Other Units, and Research Team Members shall promptly inform the Managing Entity about any situation connected with an infringement of the Intellectual Property by any third party, and also about any situations in which, due to the usage of the Intellectual Property, any third-party rights might be infringed.

§ 8.

Commercialisation principles and procedures

1. The Commercialisation of the Intellectual Property shall be implemented through:
 - a) direct commercialisation, which consists of selling the Intellectual Property or letting the same for use
 - b) indirect commercialisation, which consists of taking up or acquiring shares in private limited companies in return for providing the company with the Intellectual Property in the form of a contribution in kind, or the rights to use the same.
2. The Managing Entity shall perform activities aiming at Commercialisation, in particular activities consisting of:
 - a) Protecting and developing a protection strategy, and maintaining the protection of the Intellectual Property
 - b) Preparing the documentation required for the Commercialisation of the Intellectual Property
 - c) Developing a Commercialisation strategy related to the method for the Commercialisation of the Intellectual Property
 - d) Identifying the prospective Recipients of the Intellectual Property
 - e) Establishing contact with the prospective Recipients of the Intellectual Property, and presenting it at direct meetings, trade fairs, conferences, and seminars
 - f) Preparing promotional and informational materials concerning the Intellectual Property.

3. Any feedback on strong and weak points of the Intellectual Property, as well as directions for its development, received from prospective Recipients, is included in the Intellectual Property Register.
4. The Managing Entity may, with the consent of the State Treasury – the Minister in charge of science and higher education, within the Commercialisation Cost, funds for additional work not included in the schedule of the Research Task, if such work is necessary for continuing the work related to the Commercialisation.
5. The Managing Entity shall select the tender of the Intellectual Property Recipient, considering the potential financial benefits from the Commercialisation.
6. The Managing Entity may carry out a mark-to-market valuation of the Intellectual Property, or to outsource the same, subject to the selected Commercialisation model. The valuation is an estimated value of the Intellectual Property, and constitutes the basis for negotiations with the Recipient of the Intellectual Property; it is not, however, absolutely binding for the Managing Entity as regards the minimum value obtained from the Commercialisation. This value shall be determined in the course of the negotiations with the Recipient of the Intellectual Property.
7. The Managing Entity shall negotiate, on behalf of the State Treasury – the Minister in charge of science and higher education, the terms and conditions of an agreement with the Recipient of the Intellectual Property, and shall conclude with it an agreement on the matter of the Commercialisation, based on the relevant authorisation granted by the State Treasury – the Minister in charge of science and higher education.
8. The Managing Entity shall permanently monitor the potential sales markets for the Intellectual Property, and shall search for prospective Recipients of the Intellectual Property.

§ 9.

Rules regarding the distribution of Funds from the Commercialisation

1. The Managing Entity shall be entitled and obligated to receive Funds from the Commercialisation on behalf of the State Treasury – the Minister in charge of science and higher education, from the Intellectual Property Recipients.
2. The funds from the Commercialisation, after deducting the Commercialisation Costs incurred in connection with the Commercialisation, in the part payable to the Research Unit or Other Units and Creators, shall be transferred to the Managing Entity for the purpose of distributing, and with an order to distribute, them in the following way:
 - a) 65% of the Funds from the Commercialisation shall be transferred to the Creators, in accordance with their creative contribution declared in the Intellectual Property Record, the template of which constitutes Appendix No. 2 to these Rules and Regulations;
 - b) 15% of the Funds from the Commercialisation shall be transferred to the Research Unit and Other Units. The Funds from the Commercialisation payable to a given Research Unit or Other Units shall be calculated in proportion resulting from the creative contribution of a given Creator (or Creators) from the Research Unit or Other Unit, as declared in the Intellectual Property Record;
 - c) The remaining Funds from the Commercialisation shall be transferred for the benefit of the Polish Science Fund, referred to in article 1 of the Act, pursuant to the WIB management agreement.
3. The funds from the Commercialisation referred to in par. 2 letters a) and b), or the right to the future Funds from the Commercialisation, shall be vested for the whole time they are achieved.
4. The Managing Entity shall transfer the Funds from the Commercialisation for the benefit of the Research Unit within 30 days from the day they were actually received.
5. The Research Unit shall transfer the Funds from the Commercialisation for the benefit of the entities set out in par. 2, letters a) and b), within 30 days from the day they were actually received from the Managing Entity, as long as the Creators reach an agreement as to the determination of the creative contribution in developing the Intellectual Property. Should any dispute arise in this regard, the

Research Unit may suspend the payment of the Funds from the Commercialisation for 14 days. If, after the expiry of the fourteen-day period referred to in the previous sentence, an agreement as to the determination of the creative contribution is not reached, the Research Unit may deposit the Research Unit's Funds from the Commercialisation in court up to the time of determining the creative contribution of the Research Team Members.

6. The detailed principles of transferring by the Research Unit Funds from the Commercialisation for the benefit of the entities, referred to in par. 2 letters a) and b), should be laid down in a Consortium Agreement.
7. The Managing Entity shall transfer the Funds from the Commercialisation referred to in par. 2, letters a) and b), into the Research Unit's bank account specified in the Agreement. The day of debiting the Managing Entity's bank account shall be the day of payment.
8. In the case of Commercialisation through establishing a company, under the principles set out in § 8 (1, letter b), in the situation in which the Creator is one of that company's shareholders, the Creator shall have the right to receive remuneration in the form of a dividend, as long as the Creator waives his or her right to the Funds from the Commercialisation. Creators may join the company after obtaining the consent of the State Treasury – the Minister in charge of science and higher education.

§ 10.

Rules and mode of disclosing and disseminating knowledge on Intellectual Property

1. Research Team Members may choose, at their discretion, the form and place of the Research Publication as a result of performing the Research Task subject to the provisions of the Rules and Regulations, in particular § 5 (13).
2. Any intention to disclose research results, including in the form of the Research Publication, should be notified to the Managing Entity for the purpose of the verification of the potential disclosure of significant details of the Intellectual Property.
3. Any Research Publication created as a result of performing the Research Task can be published after prior verification, and after obtaining the consent of the Managing Entity for publication in electronic form via the address: wib_komercjalizacja@port.lukasiewicz.gov.pl.
4. Research Team Members shall preserve the right to specify the place of their employment in which they carry out the Research Task as an affiliation in Research Publications created as a result of performing the Research Task. In the Research Publications referred to in the previous sentence, a Research Team Member shall include the information "Research financed from the funds of the Polish Science Fund within the Virtual Research Institute".

§ 11.

Final provisions

1. After the completion of the Research Task, the Managing Entity may, with the prior consent of the State Treasury – the Minister in charge of science and higher education, agree with the Research Unit, Other Units, or the Research Team Members and in agreement with the State Treasury – the Minister in charge of science and higher education, on the principles for using the Intellectual Property in further research or development works, in particular for the purpose of its development or adjustment to the needs of any third party and the Commercialisation, e.g. by granting the Research Unit, Other Units, or the Research Team Members a licence to use the Intellectual Property, for the purpose of further research or development works. Detailed principles of using the Intellectual Property in further research or development works, referred to in the previous sentence, can be determined in a future agreement concluded with the Research Unit, Other Units, or the Research Team Members.

2. In a situation in which a Research Unit/Other Unit and a Research Team Member determines their mutual rights and duties under the legal relationship existing between them otherwise than in these Rules and Regulations, in particular as regards acquiring rights to the Intellectual Property and obtaining Funds from the Commercialisation, that Research Unit/Other Unit and Member of the Research Team shall fulfil the rights and duties subject to the provisions of these Rules and Regulations. The previous sentence shall apply respectively in a situation in which internal regulations of the Research Unit/ Other Unit provide for rights and duties otherwise than in these Rules and Regulations.
3. The Research Unit/Other Unit shall hold the State Treasury – the Minister in charge of science and higher education and the Managing Entity harmless from any existing or possible the Intellectual Property claims of the Creators who has performed the Research Task while employed by a given Research Unit/Other Unit. The previous sentence shall apply respectively to third party claims, if the Intellectual Property has any legal defects.
4. The Managing Entity shall have the right to amend the Rules and Regulations. These Rules and Regulations may be amended only with the observance of the mode set out in § 35 (4) of the Funding Agreement.
5. Any matters not regulated in these Rules and Regulations shall be governed by the general binding legal regulations, in particular the Act of 30 June 2000 – the Industrial Property Law, the Act of 4 February 1994 on Copyrights and Related Rights, the Act of 26 June 2003 on the Legal Protection of Plant Varieties, and the Act of 27 July 2001 on Database Protection.
6. The Research Unit shall inform the Research Team Members about these Rules and Regulations.

Appendices

1. Declaration by a Research Team Member regarding Intellectual Property rights
2. Intellectual Property Record