



**SLEZSKÁ
UNIVERZITA
V OPAVĚ**

Rector's Directive No. 8/2018

Ways of Dealing with the Results of Intellectual Activity



Rector's Directive No. 8/2018

Ways of Dealing With the Results of Intellectual Activity

Article 1 Subject of regulation

- 1) This Directive establishes rules for dealing with results of intellectual activity at the Silesian University in Opava created by the Originator/Author in the performance of tasks arising from their employment or other similar employment relationship with the Silesian University in Opava (hereinafter referred to as "SU") or in the performance of study obligations at SU, whether with the support of a subsidy provided under the law or outside the subsidy regime. The Directive also regulates the purchase of rights to SU intellectual property on the basis of a licensing agreement. The licensing agreement may be signed by the Rector, the Dean of the relevant SU unit or an authorised SU employee. This may include (a) works of authorship; (b) items of industrial property protected by specific legislation; (c) other intellectual property protected by Act No. 89/2012 Coll., Civil Code.
- 2) As to the results obtained in the framework of joint projects or other forms of cooperation with third parties for which the treatment of the results of the project or other form of cooperation is governed by a specific contract, the provisions of the contract shall apply. A model contract governing the legal relations referred to in the previous sentence is set out in Appendix 2 to this Directive. The contract referred to in the previous sentence will be individualised for each specific case. This contract may be signed by the Rector, the Dean of the relevant SU unit or an SU employee authorised by either of them.

Article 2 Definition of terms

- 1) For the purposes of this Directive:
 - a) Author means the natural person who created the work; in the case of an ensemble work as a whole, also the natural person who creatively selected or arranged it.
 - b) Copyright means rights to literary, other artistic or scientific works.

- c) Copyright work means a literary work, other artistic work and scientific work which is the unique result of the author's creative activity and is expressed in any objectively perceptible form, including electronic form, permanently or temporarily, regardless of its scope, purpose or meaning.
- d) Employee work means a work created by an author to fulfil their obligations arising from their employment relationship with the SU. A collective work, i.e. a work involving several authors, created at the initiative and under the direction of the SU and presented to the public under its name, is also considered an employee work, and the contributions included in such a work are not capable of independent use.
- e) Employment relationship means an employment, or an employment relationship based on an employment contract, an agreement on the performance of work, an agreement on work activity, a work contract, a research and development contract, etc.
- f) Improvement proposal means a technical, manufacturing or operational improvement, as well as a solution to occupational health and safety and environmental problems, which the improver has the right to handle.
- g) Industrial design means the appearance of a product or part of a product, consisting in particular of the lines, contours, colours, shape, texture or materials of the product itself or of its decoration.
- h) Industrial property means the results of intellectual activity that are new and industrially (economically) exploitable. These are inventions, technical solutions protected by utility models, industrial designs, topographies of semiconductor products, improvement designs, trademarks.
- i) Invention means a technical solution that is new, the result of inventive activity, industrially exploitable and protectable by a patent or a utility model.
- j) Licensing agreement means a bilateral legal act by which the licensor authorises the acquirer to exercise industrial property rights to an agreed extent and in an agreed territory and the acquirer undertakes to provide an agreed remuneration or other property value. The industrial property rights licensing agreement shall become effective against third parties upon entry in the relevant register maintained by the Industrial Property Office for the industrial property rights concerned. The licensing agreement for intellectual property protected by the Copyright Act is regulated by a special legal regulation.
- k) Originator means any natural person in an employment or other similar employment relationship with the SU who participated in the creation of the subject of the industrial property (i.e. an employee of the SU - academic or non-academic employee, but also e.g. a visiting professor, visiting assistant professor or other person temporarily working or conducting research at the SU).
- l) Patent means a protective document granted for inventions. The owner of a patent has the exclusive right to exploit the protected invention, to grant permission for others to exploit it (e.g., by licence), and has the right to transfer the patent to another person.
- m) Semiconductor product topography means a series of interrelated representations, however fixed or encoded, depicting a three-dimensional permanent arrangement of the layers of which a semiconductor product is composed, each representation showing the pattern of one layer of a semiconductor product or part thereof, or of the surface of a semiconductor product at each stage of manufacture or part thereof, but which are not common in the semiconductor industry. This term also refers to parts of the topography which are usable on their own as well as to displays used to produce the topography.
- n) Schoolwork means a work created by an SU student to fulfil their academic obligations.

Similarly, a work created by a lifelong learner is also considered a school work.

- o) Trademark means any mark capable of graphic representation, in particular words, including personal names, colours, drawings, letters, numerals, the shape of a product or its packaging, provided that the mark is capable of distinguishing the goods or services of one person from those of another.
- p) Utility model means a form of protection for technical solutions that are novel, go beyond mere technical skill and are capable of industrial application. A utility model is a lower level of protection than a patent.

Article 3

Information obligation to industrial property rights

- 1) If an employee of the SU (hereinafter referred to as the "Originator") creates a subject protected by industrial property rights (an invention, improvement design, utility model, industrial design or topography of a semiconductor product, hereinafter referred to as "industrial property subjects") while performing tasks arising from their employment relationship with the SU, they are obliged to notify the SU of this fact and to submit the documents necessary for the assessment of this solution (hereinafter referred to as the "information obligation") within 30 calendar days from the date of creation of the solution.
- 2) The Originator shall fulfil their information obligation by submitting a written Notice of the Creation of a subject Protected by Industrial Property Rights to the Rector's Office of SU, which shall contain the identification data of the employee and a precise description of the result of the intellectual activity and its industrial applicability, all in a manner to make the subject protected by industrial property rights assessable (hereinafter referred to as the "Notice"), on the form prescribed by SU, which is Appendix 1 to this Directive. The Notice shall be made in two copies: one in written form and the other in electronic form. The written Notice shall be sent to the following address: the Silesian University in Opava, registered office: Opava, Na Rybníčku 626/1, Postcode 746 01 and the electronic Notice shall be delivered to the following electronic address: rektor@slu.cz.
- 3) When solving scientific research, development and other tasks with a third party, it is necessary to contractually determine in advance the detailed rights and obligations of the contracting parties, where the subject of the contractual regulation will be the specification of the project - joint activities - and the regulation of property rights to the intellectual property of the SU and the third party. The model contract referred to in the preceding sentence is attached as Appendix 2 to this Directive. The contract according to the previous sentence will be adapted to the specific case. In the case where both parties have agreed on co-ownership, the amount of the co-ownership share of each party must also be stipulated in advance.

Article 4

Proceedings on the subject of the industrial property created

- 1) The rights and obligations to the subject of industrial property are transferred from the Originator to the SU by law, unless otherwise stipulated by contract. The right of origination shall not be affected.
- 2) The SU, through an employee authorised by the Rector of the SU, shall notify the Originator within three months of the receipt of the Notice whether the SU claims the right to the subject of the industrial property (this provision does not apply to an improvement proposal). If the SU does not assert a right to the subject of the industrial property against the Originator within the specified period, that right shall revert to the Originator by operation of law.

- 3) In the case of an improvement proposal, the improver shall have the right to handle the improvement proposal without restriction if the SU does not enter into an agreement to accept the offer of the improvement proposal and the remuneration for it with the improver within two months of the offer of the improvement proposal.
- 4) If the SU misses the deadlines referred to in paragraphs 2 and 3 of this Article of this Directive, this may be remedied by concluding a contract, if the Originator agrees.
- 5) The SU Rector's authorised employee shall, on the basis of the notice, conduct a preliminary survey of the novelty of the subject of industrial property and inform the SU Rector of the result of their survey within 6 weeks from the date of receipt of the notice.
- 6) In the event that the subject of industrial property does not meet the condition of novelty or industrial applicability, the authorised employee of the SU shall notify the Originator of this fact and shall hand over to them all documentation on the subject of industrial property within the scope of the notice and its appendices. The right to the subject of industrial property rights shall thus pass back to the Originator.
- 7) In the event that the subject of industrial property rights meets the condition of novelty, the Rector of the SU shall decide on the application of the SU's right to this subject.
- 8) Both the SU and the Originator are bound by duty of confidentiality with respect to the facts constituting the contents of the Notice, or the application, or any other similar application, during the period from the receipt of the Notice until the filing of the application, or any other initiative to initiate proceedings for the registration of the subject of the industrial property by the competent office.
- 9) The Originator, or any of the co-Originators, shall be obliged to cooperate effectively with the SU staff and with the authorised patent agent or attorney in the preparation of the application for industrial property subject, and in this context they shall also be obliged to provide all necessary documents at all times.
- 10) When assessing offers of industrial property subjects by co-originators who are not SU employees, the provisions of this Article shall apply appropriately.

Article 5

Use of industrial property subjects

- 1) By exercising the right to the subject of industrial property, SU shall have the exclusive right to use the said subject of industrial property.

Use of the industrial property subject means the unrestricted exercise of property rights to industrial property, its actual implementation, operation or granting rights to use it to another entity in the form of a licensing agreement.
- 2) The rights and obligations arising from the provisions of this Directive and the Act shall remain unaffected after the termination of the employment of the Originator with the SU.

Article 6

Remuneration for the creation of industrial property subjects

- 1) An Originator who has created, in the course of performing their work tasks arising out of their employment relationship with SU, an industrial property subject to which SU has asserted a

right, shall be entitled to remuneration from SU.

- 2) The Rector shall decide on the remuneration according to the previous paragraph of this Article of this Directive, taking into account the profit (revenue less costs related to the creation, registration and maintenance of the protection of the subject of the industrial property) from the of the industrial property subject.
- 3) In the case where the subject of the industrial property has been created by co-inventors, the remuneration is due to each of them. The rules for the division of the remuneration between them shall be laid down by the co-inventors in the profit-sharing agreement, otherwise the remuneration shall be divided between them equally.

Article 7

Filing an application for intellectual property rights

- 1) In the event that a subject of industrial property rights is created in which the SU expresses interest, it is necessary to register the subject of industrial property rights with the Industrial Property Office in Prague.
- 2) An authorized SU employee shall forward the documents for the initiation of proceedings for the grant of a patent or for the certification of a utility model or for the registration of a trademark or for any other method of protection to an attorney or patent attorney, all for the purpose of registering and ensuring proper protection of intellectual property subjects.
- 3) The authorized employee of the SU, as well as other employees of the SU addressed by the authorized attorney or patent attorney, are obliged to provide the latter with all required cooperation in connection with patent or other proceedings before the Industrial Property Office.

Article 8

Information obligation for copyright works

- 1) If an employee of the SU creates an employee copyright work, they are obliged to inform the immediately superior employee of the SU of this fact immediately, at the latest within 30 days from the date of completion of the copyright work.
- 2) The information obligation according to the previous sentence does not apply to minor employee copyright works created in connection with teaching activities (e.g. lecture presentations prepared in MS PowerPoint, teaching aids).
- 3) The SU as an employer also grants a licence to SU employees to use and publish minor works of authorship created by employees - authors - created in connection with their teaching activities, as listed in the previous paragraph, only for the needs of the Silesian University in Opava and only for the purposes of teaching activities.

Article 9

Copyright work and author's rights, employee work

- 1) In its activities, the SU uses mainly literary (verbal) and scientific works, photographic, audiovisual, cinematographic and cartographic works. A computer program is also considered a work under the Copyright Act. Collective works are e.g. collections, journals, exhibitions, databases, computer programs, etc.

- 2) Unless otherwise agreed, the SU as an employer shall exercise in its own name and on its own account the author's property rights to the work created by the author to fulfil their obligations arising from the employment or similar relationship with the employer - SU. The employer - SU may assign the right of exercising under this paragraph to a third party only with the author's consent, unless this is done in the event of a sale of a business or part thereof.
- 3) The author's personality rights to the employee's work remain unaffected.
- 4) The granting of a licence does not extinguish the author's right, but only obliges him to tolerate the interference with the proprietary right to use the work to the extent of the contract.
- 5) The relevant senior employees are obliged to ensure, within the framework of employment contracts, employment agreements, performance agreements or in other ways, e.g. by job description, written instruction or assignment of a task, the employer's ability to demonstrate and prove that the work is employee work, i.e. work to fulfil the obligations arising from the employment relationship, that the employee has performed such creative tasks. This includes, for example, programmers, audiovisual technicians, etc. It may also be a work task resulting from involvement in scientific research activities, complementary activities, etc. under individual contracts.
- 6) With employees who do not have a job description and whose employment contract does not explicitly state that they are engaged in creative activity, the SU may exercise the rights of an employer in respect of works produced by them only if such a task has been imposed on them by a written instruction from a superior employee and if the work was produced during working hours and using SU equipment. In the event of doubt as to whether such a task can be imposed by a superior employee, the employee authorised to conclude employment contracts (Rector, Dean, Bursar) is entitled to decide.
- 7) If it cannot be proven that the work was created to fulfil obligations under an employment relationship, it is not an employee work and the authors must be treated according to the general regulation, where the author is considered to be a self-employed person according to a special legal regulation (Act No. 121/2000 Coll. on Copyright, Rights Related to Copyright and on Amendments to Certain Acts (Sections 420 et seq. of Act No. 89/2012 Coll., Civil Code), and the author is thus an entrepreneur within the meaning of the Civil Code. It is necessary to conclude a licensing agreement with the author in the event of SU's interest in the use of their work pursuant to Sections 420 et seq. of Act No. 89/2012 Coll., Civil Code.
- 8) The author of an employee work shall be entitled to reasonable additional remuneration from SU if the wages or other remuneration are manifestly disproportionate to the profit from the exploitation of the rights in the employee work. The amount of the additional remuneration shall be decided by the head of the unit of which the author is a member. If the employee-author does not belong to a specific unit, the SU Rector shall decide on their remuneration in accordance with this paragraph.
- 9) If the SU does not exercise the property rights to the employee's work at all, or exercises them insufficiently, the author has the right to request that the employer grant them a licence under the usual terms, unless there is a compelling reason on the employer's part for refusing it.
- 10) The exercise of rights to the employee's work consists of:
 - a) The SU may use the work in any manner pursuant to Section 12(4) of the Copyright Act, in particular, it has the right to reproduce, rent or lend, exhibit or in any way communicate the work to the public, process it, including translation, combine it with another work, include it in a collective work and make it public in connection with the SU.
 - b) Further, SU may complete an unfinished employee work in the event that the author defaults in the creation of the employee work despite SU's request for additional performance or if the author's obligation to complete such work terminates due to inability to perform or death.

- c) SU is obliged to respect the personality rights of the author with modifications for the employee work according to the Copyright Act when exercising the rights to the employee work according to a) and b). The author has the right to attribution.
- d) The regulation of the relationship between the employer and the employee under (a) to (b) may be agreed to differ by contract.

11) Duties of senior staff:

- a) Senior employees are obliged to monitor the creation of employee works at the SU departments under their management and to ensure that property rights are properly exercised in relation to them.
 - b) Departments, in whose records employee works are kept, are obliged to offer them for use by other SU departments according to their nature and focus and to search for possibilities of use for commercial purposes.
- 12) An SU employee who is the author of an employee's work is entitled to offer the work to third parties for distribution and to distribute the work themselves or through third parties by publishing the work in professional literature. For this purpose, the SU employee who is the author of the employee work is authorised within the meaning of paragraph 13 of this Article.
- 13) The SU employee who is the author of the employee copyright work, as well as the author's immediate superior employee, are authorised to conclude a licensing agreement with a third party, on the basis of which the authorised SU employee grants a licence to the copyright work to the third party, on normal economic terms. The granting of a licence to the copyright work must not be contrary to the interests of the SU.

Article 10

Work created on commission

- 1) If the SU has works created "on commission", this will be done exclusively on the basis of a combined work and licensing agreement concluded under the Civil Code regime using the Copyright Act. The work agreement and the licensing agreement form Appendix 3 to this Directive.
- 2) The above procedure also applies in the reverse case, when a third party requests the creation of a work on commission from SU - a computer program, database, photographic work, cartographic work or a collective work, e.g. as part of a complementary activity.

Article 11

Schoolwork

- 1) A school work is a work protected by Copyright Law created by a student to fulfil their study obligations arising from their legal relationship with SU. This includes, in particular, theses, bachelor's theses, dissertations, seminar and similar papers, computer programs, photographic works, etc.
- 2) The transfer of property rights to SU does not occur directly by law.
- 3) If the school work is to be created within the framework of a project supported under Act No. 130/2002 Coll, 130/2002 On Support for Research, Experimental Development and Innovations from Public Funds, the SU employee responsible for the project

management is obliged to conclude a licensing agreement and a work contract with the student before the student starts work on a specific work according to Appendix 3 of this Directive, where the licence will be negotiated solely as exclusive, for the duration of the project, as well as for the required sustainability of the project or for the period during which the results of the intellectual activity are to be owned by the supported entity - SU.

- 4) The SU has the legal right to use the school work non-profitably for its internal use.
- 5) The SU has the right to enter into a licensing agreement for the use of the school work on normal market terms.
- 6) If no other agreement is reached between SU and the student-author, the student-author may use or license their work to someone else. However, this must not conflict with the legitimate interests of the SU.
- 7) If the student author of a school work generates income from the use of the work or the granting of a licence, the SU is entitled to claim a reasonable contribution towards the costs incurred in creating the work. However, the amount of any earnings made by the SU from the use of the work must be taken into account.

Article 12 Confidentiality

- 1) All information about industrial and intellectual property protected by the Civil Code is confidential and may only be disclosed to third parties if its protection is contractually ensured by signing a Confidentiality Agreement with a confidentiality obligation secured by a contractual penalty in a reasonable amount.
- 2) The Originator is obliged to maintain the confidentiality of information concerning the subject of industrial property created by them in the course of their work for the SU. They shall be released from this obligation only after the publication of the application for the subject of the industrial property in the Bulletin of the Industrial Property Office. In the event that the rights to the relevant subject of industrial property are not registered in any register and therefore the application is not published, the Originator may be released from the obligation of confidentiality within the meaning of this paragraph only by an authorised employee of the SU. Obligations under the applicable laws of the Czech Republic shall remain unaffected.

Article 13 Royalties

- 1) Royalties from the author's activities performed within the framework of an employment relationship are subject to taxation as income from employment pursuant to Section 6 of Act No. 586/1992 Coll., on Income Taxes, as amended (hereinafter referred to as "ITA").
- 2) Royalties from the author's activities not performed within the scope of an employment relationship are subject to taxation as income from self-employment pursuant to Section 7 of the ITA.

Article 14 Final provisions

- 1) This Directive repeals Rector's Directive No. 11/2014, including all amendments and supplements thereto.
- 2) This Directive shall become valid on the date of its publication on the intranet.
- 3) This Directive shall become effective on the valid date.

In Opava on

doc. Ing.Pavel Tuleja, Ph.D.
Rector

Appendices:

Appendix 1 - Notice of the Creation of a Subject Protected by Industrial Property Rights

Appendix 2 - Cooperation and Intellectual Property Rights Agreement

Appendix 3 - Work Agreement and Publisher's Licensing Agreement

University constituent	Rector's Office
Designation:	Rector's Directive
Number:	8/2018
Directive title	Rector's Directive No. 8/2018 Ways of Dealing with the Results of Intellectual Activity
Approved by:	doc. Ing. Pavel Tuleja, Ph.D.
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Notice of the Creation of a Subject Protected by Industrial Property Rights

1. Originator(s):

Name, surname and title of the Originator:

Personal number:

Personal number:

Home address:

Name of employer:

Employer's registered office:

Employer ID number:

Department/Unit:

Phone number(s):

E-mail:

Contribution of the Originator (in words):

Share in the solution in %:

Name, surname and title of the Originator:

Personal number:

Personal number:

Home address:

Name of employer:

Employer's registered office:

Employer ID number:

Department/Unit:

Phone number(s):

E-mail:

Contribution of the Originator (in words):

Share in the solution in %:

Name, surname and title of the Originator:

Personal number:

Personal number:

Home address:

Name of employer:

Employer's registered office:

Employer ID number:

Department/Unit:

Phone number(s):

E-mail:

Contribution of the Originator (in words):

Share in the solution in %s:

2. For the fulfilment of which research and development task arising from the employment relationship with SU, was the subject of industrial property created?

a project or research project supported by national public funds
project number/VZ:

task under a work contract (for additional activities) - provide a copy of this HS
HS number:

a project supported by foreign funding
Project number:

3. If the subject of industrial property was created within the framework of a project or research project supported by national public funds (according to Act No. 130/2002 Coll. On Support for Research and Development), **please specify:**

the **percentage** of the public funds to the eligible costs:

the amount of the public funds to the eligible costs **in CZK:**

4. Type of industrial property:

invention - patent

improvement proposal

technical solution - utility model

design - industrial design

topography of semiconductor products

5. Name of the subject of the industrial property (brief and precise):

6. The field of technology to which the subject relates (indicate what technical problem it solves):

7. Description of the current state (cite the sources from which this state is derived, e.g. information on products and companies, patents or other protective documents addressing a similar problem, indicate the disadvantages of each cited solution compared to the new solution presented):

8. Explain the nature of the subject of the industrial property (simply, without mathematical derivations):

9. Advantages of this subject over the prior state:

10. Characteristics of what is new in the solution and what is to be protected (which features are new and to be protected, what is already known; e.g. indicate structural elements - the surface is roughened; properties or relationships between structural elements - the head is rotatable in the stand; chemical composition - the steel contains from - to % N or from - to % C; or there is a characteristic connection - output A is connected to input B):

11. Description of the execution (realization) of the subject of the industrial property (if a drawing is included in this Notice, then indicate the terminology used for each feature of the subject of the industrial property in words):

12. In which other areas can the subject of industrial property be used:

13. A drawing (if necessary) on an A4 sheet, preferably in portrait format, with relational markers indicating the individual elements of the solution (the drawing should be made in black and white):

14. List of relational markers (if used between text and drawing):

15. Supporting documents, e.g. texts, drawings, photographs, graphs, sketches, flow charts, performance data, reports:

16. Indicate any previous presentations, publications or other publicity devoted to the subject of the industrial property.

Date of publication	Type of publication	Title/ISBN/ISSN	Circulation
----------------------------	----------------------------	------------------------	--------------------

Please attach a copy of the above types of disclosure.

17. Do you already have any witnessed or notarized records of this subject of industrial property?

NO

YES

18. Business information:

a) Current competition - describe existing products or processes that perform the same function as the subject of the industrial property (name of the product/process, name of the manufacturer, price):

b) Describe the added value of the subject of industrial property - unique, innovative features. Do these features provide a competitive advantage over competing products or processes? What improvements (savings and benefits) does the proposed solution provide over current technical solutions?

c) How is the subject of the industrial property currently used, are there any specific applications?

d) Has the product been tested or certified by a third party?

e) What development of the subject of industrial property do you expect in the next 5 years?

f) Is there a working prototype? Provide essential information about the prototype, its production costs.

(g) Provide a rough estimate of the value of the intellectual property submitted (in CZK).

h) What business strategy do you propose for the exploitation of the subject of the submitted industrial property?

(i) Indicate all partner organisations involved in the creation of the subject (sponsors, consultants, suppliers).

j) Indicate the prospective users (market segment) of the subject of the industrial property (names of companies and firms):

(k) Have specific commercial negotiations for the application of the subject of the industrial property been conducted?

NO

YES

Please provide company name, representative and contact:

19. Production information:

a) What are the materials needed to produce the subject of the industrial property ?

b) What equipment is needed to produce the subject of the industrial property?

(c) What equipment and facilities are required to make the process that is the subject of the industrial property work?

(d) How much do you estimate that it will cost to produce the subject or to implement the process that is the subject of the industrial property?

CZK /unit

CZK /capacity

(e) What services and servicing are you able to offer for the subject of the industrial property (e.g. presentations, training, installation, repairs)?

20. Other relevant information not included in the questionnaire.

The Originator(s) shall initial each page of the notice.

In Opava on

Name and surname of the Originator:

Signature:

Name and surname of the Originator:

Signature:

Name and surname of the Originator:

Signature:

The notice must be submitted in two copies: one in written form and one in electronic form.

Cooperation and Intellectual Property Rights Agreement

1. Silesian University in Opava

registered office: Opava, Na Rybníčku 626/1, Postcode 746 01

ID: 478 13 059

acting by doc. Ing. Pavel Tulejou, Ph.D., Rector

hereinafter referred to as "SU"

and

2.

with registered office:

ID:

TIN:

registered in the Commercial Register maintained by, section, insert

acting by Mr.

hereinafter referred to as "....."

on this date, the above-mentioned contracting parties have concluded the following in accordance with the provisions of Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended

A COOPERATION AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT

(hereinafter referred to as the "Agreement")

Article 1

Preamble

The Ministry of (hereinafter referred to as the "Ministry") has announced a public tender for the departmental programme ".....", all in the sense of Act No. 130/2002 Coll., On Support for Research and Development from Public Funds and On Amendments to Some Related Acts. At the same time, the provision of support falls under Act No 218/2000 Coll., On Budgetary Rules and On Amendments to Some Related Acts. The purpose of the programme is

The parties agree to develop and cooperate on the project ".....", to submit an application and, if selected, to implement the project, with the project being primarily focused on the following objectives:

.....,
.....,
.....,

Article 2

Agreement on cooperation

- 2.1. The Parties agree to participate and proceed jointly in the preparation and implementation of the project ".....", hereinafter referred to as the "project".
- 2.2. **Project preparation** within the meaning of Article 2.1 of this Agreement means the preparation and submission of the application for the award of a project grant.
- 2.3. **The implementation of the project** within the meaning of Article 2.1 of this Agreement shall mean the implementation of research and development within the project in the event that the project in question is approved and selected by the Ministry and the Parties receive a subsidy from the Ministry for its implementation.
- 2.4. The Parties intend to implement the Project jointly on the basis of the subsidy allocated under the programme, which was announced in the form of a public competition in research and development by the Ministry, all in accordance with Act No. 130/2002 Coll., On Support for Research and Development from Public Funds and On Amendments to Some Related Acts, and using their own resources.
- 2.5. **The Parties hereby mutually undertake to ensure the preparation of the project** and the project application for the grant, i.e. the preparation of all written documents necessary for the submission of the application for the grant for the financing of the project from the programme..... The Parties mutually undertake to provide each other with the necessary assistance for the preparation of all necessary documents in connection with the grant application and to submit the grant application to the Ministry no later than....., o'clock.
- 2.6. **The Parties hereby mutually undertake to implement the project** in case of its approval and granting of the subsidy by the Ministry, in accordance with the contract / decision of the Ministry on the granting of the subsidy, the programme, as well as Czech legislation and the law of the European Community.
- 2.7. **The Parties have agreed on their share of the project**, which is specified in detail in Appendix 1 to this agreement, "the project", which also contains the budget for SU as the beneficiary of the grant and as a co-beneficiary of the grant.

Article 3 Funding

- 2.2. The Parties expect that in case of success and selection of the project by the Ministry, they will receive a subsidy for the implementation of the project, the total estimated value of all eligible expenses of which amounts to,- CZK (VAT excluded), namely a subsidy of % of the value of all estimated eligible expenses.
- 2.3. The Parties further agree that% of the estimated value of all eligible expenses will be paid by in favour of the SU, so that the amount corresponding to% of the value of all eligible expenses will be transferred to the SU's account within 1 month from the date of the legal validity (effectiveness) of the Ministry's decision on the selection of the project and the granting of the subsidy. The Parties further agree that the amount corresponding to the remaining % of the value of all eligible expenditure will be further transferred to the SU's account by no later than within 1 year from the date of entry into force of the Ministry's decision on the selection of the project and the granting of the subsidy. expressly undertakes the obligations under this Article and paragraph. If the SU further incurs VAT costs in connection with the project, it undertakes to provide with all the SU's VAT costs that have not been met from the grant within 2 months of the end of the project.
- 2.4. If falls into default in making payments under Article 3.2 of this Agreement, shall not be entitled to reimbursement of eligible expenses by SU until such amounts have been paid, up to the amount corresponding to 's liability to SU.
- 2.5. is entitled to be reimbursed for all eligible expenses, excluding VAT, incurred within the project by the SU on the basis of duly submitted evidence of the implementation of these costs. can only claim reimbursement of these eligible expenses against the SU once the SU has physically collected the grant funds from the Ministry.

- 2.6. If it is later determined that the eligible costs claimed by against the SU are ineligible expenses, undertakes to reimburse the SU the amount corresponding to the amount which the SU will be (was) obliged to reimburse the Ministry from the grant, within a reasonable time after the SU's request.

Article 4

Exclusive intellectual property rights

The Parties agree that any intellectual property rights created in the course of or in connection with the project shall be regarded as intellectual property created by an employee in the course of the employee's work, using the employer's facilities and during working hours, where the creation of the intellectual property rights is directly related to the type of work performed by the scientists working in the course of or in connection with the project. The Parties agree that all intellectual property rights arising in the course of or in direct connection with the project shall belong to the Party whose employee is the Originator or author of the subject protected by the intellectual property right. Intellectual property rights will be subject to the following legal regimes:

- 3.1.1. in the case of inventions and improvement designs, the employee(s) working on the project becomes the Originator of the invention or improvement design, the contracting party who is the employer of the Originator(s) becomes the owner of the patent or improvement design,
 - 3.1.2. in the case of utility models, the employee(s) working on the project becomes the Originator of the technical solution, the contracting party who is the employer of the Originator(s) becomes the owner of the utility model,
 - 3.1.3. In the case of trademarks, the owner of trademarks created during or in connection with the implementation of the project or for or in connection with the outputs of the activities implemented under the project is the contractor who is the employer of the employee(s) who created the trademark,
 - 3.1.4. in the case of industrial designs, the rights to the industrial design belong to the contracting party who is the employer of the employee(s) who is the Originator of the industrial design,
 - 3.1.5. in the case of topography of semiconductor products, the right of protection to the topography of the semiconductor product belongs to the contracting party who is the employer of the employee(s) who is the Originator of the industrial design,
 - 3.1.6. in the case of works of authorship or subject related to copyright, personality rights in the work or subject related to copyright belong principally to the author - the employee(s) working on the project, but property rights in the work of authorship or subject related to copyright belong to and are exercised principally by the contracting party who is the employer of the author(s),
 - 3.1.7. other rights and methods of protection of intellectual property not expressly mentioned above will be dealt with in terms of personality and property rights by analogy according to the recurring key above.
- 3.2. All costs related to the administrative procedure for the granting of the protection of intellectual property rights, as well as to the processing of the application or application for registration and maintenance fees to the Industrial Property Office or a foreign or international institution of similar importance, shall be borne by the Party to which the intellectual property right will be vested, regardless of whether or not the expenses so incurred are eligible within the meaning of the "....." programme governing the project specified in the preamble.
- 3.3. All income derived from the transfer and use of technology, as well as other income from intellectual property rights during the term of this Agreement, shall be the income of the Party to which the property rights in the subject protected by the intellectual property belong. All such income shall be income from the outputs of the project and shall be treated in accordance with the terms and conditions of the grant, as well as in accordance with the terms and conditions of the "....." programme and in accordance with Czech and European Community legislation.

Article 5

Common intellectual property rights

The Parties agree that any intellectual property rights created in the course of or in connection with the Project shall be regarded as intellectual property created by the Employee in the course of the Employee's work, using the Employer's facilities and during working hours, where the creation of the intellectual property rights is directly related to the type of work performed by the scientists working in the course of or in connection with the Project. The Parties agree that all property rights in the subject of the intellectual property arising in the course of or in direct connection with the project and resulting from joint participation in the joint research and development carried out in the framework of the project specified in the preamble to this Agreement shall belong to the Parties in the proportion in which they have participated in the research and development in connection with the specific subject protected by intellectual property rights. Unless otherwise agreed between the Parties with respect to a particular subject protected by intellectual property rights, each Party shall be deemed to share 50% of the results of the research and development, with property rights in respect of such particular subject protected by intellectual property rights also vesting in each Party's 50% share. The intellectual property rights shall be subject to the following legal regimes:

- 4.1.1.** in the case of inventions and improvement designs, the employee(s) working on the project shall become the Originator of the invention or improvement design, the property rights in the patent or improvement design shall vest in the contracting parties in the amount of 50% each, unless otherwise agreed between the contracting parties in a particular case,
 - 4.1.2.** in the case of utility models, the employee(s) working on the project becomes the Originator of the technical solution, the property rights to the utility model are vested in the contracting parties each with a 50% share, unless otherwise agreed between the contracting parties in a particular case,
 - 4.1.3.** in the case of trademarks, the property rights in the trademark shall vest in the contracting parties in the amount of 50% each, unless otherwise agreed between the contracting parties in a particular case,
 - 4.1.4.** in the case of industrial designs, the property rights in the industrial designs belong to the parties, each with a 50% share, unless otherwise agreed between the parties in a particular case,
 - 4.1.5.** in the case of topography of semiconductor products, the right of protection to the topography of the semiconductor product belongs to the parties, each with a 50% share, unless otherwise agreed between the parties in a particular case,
 - 4.1.6.** in the case of works of authorship or subject related to copyright, the personality rights to the work or subject related to copyright belong principally to the author - the employee(s) working on the project; however, the property rights to the work of authorship or subject related to copyright belong to and are exercised by the contracting parties, with each of the contracting parties having a 50% share of the property rights to the work of authorship, unless otherwise agreed between the contracting parties in a particular case,
 - 4.1.7.** other rights and methods of protection of intellectual property not expressly mentioned above will be dealt with in terms of personality and property rights by analogy according to the recurring key above.
- 4.2.** All costs related to the administrative procedure for the granting of the protection of intellectual property rights, as well as to the processing of the application or application for registration and maintenance fees to the Industrial Property Office or a foreign or international institution of similar importance, shall be borne by the Parties according to the amount of their respective shares in the property rights in the subject protected by the intellectual property rights, unless otherwise specified, each Party 50%, regardless of whether the expenses so incurred are eligible or not within the meaning of the "....." programme governing the project specified in the preamble.
- 4.3.** All income derived from the transfer and use of technology, as well as other income from intellectual property rights during the term of this Agreement, shall be income to the Parties

according to the Party's share of the property rights in the specific subject protected by the intellectual property rights. All such income shall be income from the outputs of the project and shall be disposed of in accordance with the terms and conditions of the grant, as well as in accordance with the terms and conditions of the "....." programme and in accordance with Czech and European Community law.

- 4.4. The provision of this Article is special in relation to the previous Article 4, namely in the case when the Originator (author) of the subject protected by intellectual property rights are both employees of and employees of SU, i.e. in the case of implementation of joint scientific and research activities on a specific subject protected by intellectual property rights.

Article 6

Final arrangements

In the event that any provision of this Agreement becomes invalid, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid provision with a valid provision that preserves the economic sense and purpose of the invalid provision as far as possible.

- 5.2. This contract is concluded for a definite period of time, namely for the duration of the project according to the decision of the Ministry, which is attached as Appendix 2 to this contract, and the parties assume that the project will be carried out during the years
- 5.3. The Parties agree that in the event that either Party fails to deliver a document of the other Party relating to this Contract or in the event that it is rejected by the addressee, the document sent in connection with this Contract shall be deemed to have been delivered at the expiration of the tenth day after the date of its dispatch.
- 5.4. The Contracting Parties further agree that the legal regulations of the Czech Republic, the legal regulations of the European Communities or the documentation and opinions of the authorities of the Czech Republic or the European Communities in connection with the programme, as well as the decision and/or the contract on the allocation of the subsidy for the financing of the project specified in the preamble of this contract, shall take precedence over the provisions of this contract in the event of a conflict with the content of this contract. In the event of such a conflict, the Parties undertake to agree on a joint procedure for resolving any conflict between the rights and obligations arising from this Agreement and the above-mentioned documents, decisions, opinions or legal provisions, by means of a joint meeting of the Parties.
- 5.5. Amendments and supplements to this Agreement must be made in writing.
- 5.6. This Agreement shall become valid upon its signing. This Agreement shall become effective in respect of Article 2 at the time of signature. The remainder of this Agreement shall become effective on the date of the legal validity of the Ministry's decision to grant the subsidy and/or on the date of the conclusion of the contract between the SU, as beneficiary, and the Ministry, as provider of the subsidy.
- 5.7. The contract has been drawn up in four copies, two of which shall be given to each of the contracting parties.

The Parties declare that this Agreement as executed is in accordance with their true intentions and affix their signatures in proof thereof.

In Opava on

In Opava on

.....

doc. Ing. Pavel Tuleja, Ph.D.

Rector

Silesian University in Opava

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1.3 Content requirements for the Work:

- _____
- _____
- _____

- 1.4** The Author undertakes that the Work specified in Articles 1.1 - 1.3 of this contract shall be original, shall not infringe the rights of third parties and that they shall therefore be entitled to redistribute the Work without any factual or legal restrictions and to dispose of the property rights to the Work. At the same time, the Author declares and undertakes that the content of the Work will not violate any legal regulations of the Czech Republic, the content of the Work will not disclose the trade secrets of a third party or otherwise interfere with the rights of a third party. If the Author violates the obligation under this paragraph and article of this contract, the Acquirer is entitled to withdraw from this contract and charge the Author a contractual penalty of CZK 50,000. The contractual penalty shall not affect the Acquirer's eligibility for damage compensation.
- 1.5** Proof that the Work has been sent by e-mail to the Acquirer's e-mail address:..... may also be considered as delivery. In this case, the electronic confirmation of the person to whose email the Work has been delivered is considered as acceptance. The Work will be accepted: Delivery of the Work in the format agreed in this contract is essential for the proper transmission of the Work.
- 1.6** After delivery of the Work to the Acquirer, the Acquirer is obliged to check the material correctness of the Work within 3 months from the date of receipt of the Work. In the event that the Work contains substantive errors or deficiencies, the Acquirer is entitled to return the Work to the Author for reworking. In this case, the Work shall be deemed not to have been accepted until all substantive defects in the Work have been rectified. Substantive defects are considered to be both factual defects and defects in style and spelling.
- 1.7** If the Author is an employee of the Acquirer, they are not entitled to create the Work during working hours, on the premises of the Acquirer or using technical means owned by the Acquirer. In the event of a breach of the obligation under this Article and paragraph, this Agreement shall be terminated and the proprietary copyright in the Work in question shall vest by operation of law in the Acquirer as the employer of the Author (employee copyright).
- 1.8** The Author declares that they have not previously created a work similar or identical in content to the work specified in Article 1.1 - 1.3 of this Agreement for a third party.
- 1.9** The Author undertakes not to create any other copyright or non-copyright work for a third party that is identical or interchangeable with the work referred to in Article 1.1 - 1.3 of this Agreement without the consent of the Acquirer.
- 1.10** The Author shall be entitled to make minor creative changes to the Work before the publication of the Work in printed form or otherwise making the Work available to the public within a reasonable period of time provided by the Acquirer, provided that they do not cause the Acquirer to incur disproportionate costs or change the nature of the Work (Author's correction). The remuneration for making the corrections is included in the agreed remuneration of the Author.
- 1.11** The Acquirer is entitled to make minor stylistic or spelling changes to the Work without the

Author's consent.

Article 2

Licence

- 2.1** The Author hereby grants the Acquirer an exclusive licence to use the Work for the duration of the Author's property rights in the Work, for the following purposes: to store, use, publish, make available to third parties in any way and to distribute free of charge, in a time, territory and quantity unlimited. At the same time, the Author grants consent to the Acquirer to grant a licence (sub-licence) to use the Work to any third party. The Author is obliged to provide the Acquirer with assistance throughout the term of the licence rights for the use of the licence rights by the Acquirer. If the Author breaches this obligation, the Acquirer is entitled to withdraw from this agreement and/or charge the Author a contractual penalty of CZK 1,000 for each day of delay by the Author in providing cooperation to the Acquirer.
- 2.2** The Acquirer shall be entitled to resell unsold printed copies of the Work after the expiry of the licence period pursuant to Article 2.1. The royalty for the licence to resell copies under this paragraph is included in the Author's remuneration within the meaning of Article 4.1 of this Agreement.
- 2.3** Under this licensing agreement, the Acquirer is entitled to use the Work, but is not obliged to do so. In the event that they do not use the Work, this shall not affect the Author's entitlement to remuneration for the granting of the licence under this Agreement. The Author shall not be entitled to withdraw from this Agreement pursuant to Sections 2378 et seq. of the Civil Code due to the inaction of the Acquirer.
- 2.4** The Acquirer is entitled, but not obliged to use the Work in the following ways:
- a) the right to reproduce the Work,
 - b) the right to distribute the original or a copy of the Work (in particular, the right to print, sell and otherwise distribute the Work as a non-periodical publication),
 - c) the right to rent the original or a reproduction of the Work,
 - d) the right to lend the original or a reproduction of the Work,
 - e) the right to display the original or a reproduction of the Work,
 - f) the right to communicate the Work to the public,
 - g) the right to make extracts of the Work or the whole Work available by means of remote communication (e.g. in electronic form by publication on a website),
 - h) other uses of the Work that do not explicitly conflict with copyright law.
- 2.5** The Acquirer shall also be entitled to use the Work or any part thereof for reasonable advertising and other publicity, including the presentation of the Acquirer, their products and/or services, in particular to promote the sale of copies made under this Agreement, even before the commencement of making the Work available to the public, as well as to promote the presentation of their educational programmes and teaching items.

Article 3

Fulfilment time

- 3.1** The Author undertakes to create and hand over the Work to the Acquirer by [REDACTED] at the latest.
- 3.2** If the Work is not handed over to the Acquirer within the time limit specified in Article 3.1 of this Agreement, or if the Work has defects which the Author fails to remedy within the time limit subsequently granted for this purpose, or if the Work has irremediable defects, the Acquirer shall have the right to withdraw from this Agreement without further delay. This provision is without prejudice to the right of the Acquirer to compensation. In the event of withdrawal from the contract, both parties shall be obliged to reimburse each other for everything they have provided to each other under the contract.
- 3.3** If the Author is in delay in the proper and timely completion of the Work and its delivery to the Acquirer, the Author undertakes to pay to the Acquirer a contractual penalty of 0.25% of the royalty under Article 4.1 of this Agreement for each day of delay.

Article 4

Remuneration

- 4.1** The Acquirer undertakes to pay the Author a remuneration of [REDACTED],- CZK for the creation of the Work specified in Articles 1.1 - 1.3 of this Agreement.
- 4.2** The remuneration includes the Author's cooperation in connection with making the Work available / published, including proofreading. The remuneration also includes the cost of the tangible data carriers on which the Work was transmitted by the Author to the Acquirer.
- 4.3** The remuneration shall be paid to the Author by wire transfer to the account specified at the head of this Agreement within 90 days of receipt of the final version of the Work.
- 4.4** The Author acknowledges that the income from this contract is subject to the business income regime. The Author is therefore obliged to file a tax return and pay income tax, health insurance and social security contributions. Upon the Author's request, the Acquirer shall issue a certificate of the amount of remuneration paid, which shall be the basis for the tax return.

Article 5

Final provisions

- 5.1** This Agreement supersedes all prior oral and written understandings with respect to the subject and content of this Agreement and is the complete expression of the intent of the Parties with respect to the subject of this Agreement.
- 5.2** Amendments to this Agreement shall require a written amendment signed by both parties.

- 5.3** The rights and obligations under this contract shall apply in full to any successors in title of both parties.
- 5.4** Delivery of documents under this Agreement may be made in writing through a mail carrier to the registered office of the parties to this Agreement as specified in the header of this Agreement. In the event of failure to deliver the document to the other party or if the date of delivery of the document is disputed, the date of delivery shall be deemed to be the third day after the document is demonstrably sent. Delivery is also possible via email. The electronic addresses of the parties to this Agreement, at which legal acts may be performed without a certified signature, are set out in the header of this Agreement. An email message shall be deemed to have been delivered if delivery is proven by: a) sending the email message and, at the same time, b) delivering a receipt to the sender of the delivery of the message to the addressee's email inbox, c) at the same time that the addressee and/or sender are the email addresses set out in the header of this Agreement.
- 5.5** If either party to the Contract is entitled to payment of a contractual penalty under this Contract, such entitlement shall be without prejudice to the right to compensation for damages to which the injured party is entitled in addition to any claim for contractual penalty.
- 5.6** In the event that any provision of this Agreement becomes invalid or ineffective, the validity or effectiveness of the remaining provisions shall not be affected. The invalid or ineffective provision shall be replaced by a valid and effective provision that comes as close as legally permissible to the economic purpose intended by both parties when they entered into this contract. The same shall apply to any loopholes in the contract.
- 5.7** The Agreement shall become valid and effective on the date of signature by both parties.
- 5.8** The contract is drawn up in two copies, one of which shall be given to each party. Each of the counterparts shall be deemed to be an original of the contract.

The Parties declare that this Agreement as executed is in accordance with their true intentions and affix their signatures in witness thereof.

In Opava on _____

In _____ days

Functions
Silesian University in Opava
Acquirer

.....
.....

by

