

**Regulations on the Management of Copyright and Related Rights, Industrial Property Rights and the Principles of Commercialization of the Results of Research and Development at the Institute of Mathematics of the Polish Academy of Sciences**

§ 1.

The terms used in the present Regulations shall have the following meaning:

1. **Works** – as understood by the copyright law (including scientific works, audiovisual works and computer programs), the subjects of related rights, databases.
2. **Industrial property** – inventions, utility models, industrial designs, trademarks, integrated circuits topographies, Know-how.
3. **Intellectual property** – works and industrial property.
4. **Know-how** – non-public technical and organizational or other information that has economic value, with respect to which the Institute has undertaken indispensable actions in order to preserve their confidentiality.
5. **Creator/Co-Creator** – a person who has created a work or industrial property.
6. **Acceptance of work** – unilateral declaration of intent in which the employer accepts the work as a whole.
7. **Commercialization** – activities carried out for the purpose of transferring the results of research or know-how associated with these results to the economic practice.
8. **The Institute** – the Institute of Mathematics of the Polish Academy of Sciences.

§ 2.

1. The present Regulations set the conditions of the management of the copyright and related rights, industrial property rights, and introduces the principles of commercialization of results of research conducted at the Institute.
2. The provisions of the Regulations shall apply to all employees of the Institute.
3. PhD students, undergraduate students and other persons not employed at the Institute must comply with the Regulations provided it follows from separate provisions in the agreements concluded with these persons, or if these persons accepted the Regulations.
4. The provisions of the Regulations concerning the Creator shall apply respectively to the Co-Creator.

§ 3.

The provisions of the Regulations shall apply to the intellectual property objects and their tangible mediums, if they have been created within the framework of scientific studies and R&D works during the fulfilment of employment duties, or if the rights to them have been transferred to the Institute on the grounds of an agreement.

§ 4.

The Institute guarantees due legal protection for own and entrusted intellectual property objects. The implementation of the rights of the Institute in terms of intellectual property objects is performed with due regard for the rights of the Creator and in co-operation with him or her.

§ 5.

1. The Institute can independently execute the commercialization of intellectual properties or resign from their commercialization in favour of the Creator.
2. Within the framework of independent commercialization, the Institute can sell the rights to the results of scientific and research works, licence these rights, bring them into a partnership, and undertake in this regard other lawful activities.
3. The employees of the Institute can provide payable scientific and research services in favour of third parties using the infrastructure and resources at the disposal of the Institute. Providing the services concerned should be effected on a commercial basis, under written agreement wherein one of the parties is the Institute.
4. In the process of the commercialization of intellectual property, the Institute can provide services associated with introduction and economic exploitation of this property, in particular, conduct a training for the personnel and describe know-how associated with this property. Detailed terms and conditions for provision of services by the Institute are fixed in an agreement.

§ 6.

1. The Institute enjoys the right of priority to publish a work created while performing obligations arising from the employment relationship. The publishing right expires if within six months from the date of delivering the work, the agreement to publish the work has not been concluded with the Creator, or if within two years from the date of the acceptance of work, it has not been published.
2. In the case of scientific work created while performing obligations arising from the employment relationship, the Creator has a duty to include in it the affiliation of the Institute (it does not rule out the possibility to include other affiliations).
3. The Creator has the right to choose the place of publication of the scientific work created while performing obligations arising from the employment relationship,

pursuing the Institute's best interest and his or her own personal scientific development.

4. The Institute has the right to use, free of charge, the work which is a scientific material created by the employee while performing obligations arising from the employment relationship.
5. The Institute has the right to make available the scientific work to third parties if it follows from its agreed intended use, or if it has been stipulated in the agreement.

§ 7.

1. In the case when an industrial property object has been created as a result of performing work duties by the employees, the Institute is entitled to be granted a patent for an invention, the protection right for a utility model or trademark, and the right of industrial design registration.
2. The Creator of an inventive design shall notify in writing the Director of the Institute about the creation of an intellectual property. The Creator shall refrain from disclosing the results of their work until the submission of the patent application.
3. The Creator is liable to cooperate with the Institute in the process of commercialization of intellectual properties, including proceedings aimed at obtaining exclusive rights.
4. Within two months from the date of application, the Director of the Institute shall decide whether the commercialization and protection of the intellectual property will be done independently by the Institute, or whether the Institute waives commercialization in favour of the Creator.
5. The remuneration policy for the Creators and the rules for the distribution of resources obtained through commercialization between the Creators employed at the Institute and the Institute are laid down in the Articles 94a – 94g of the Act on the Polish Academy of Sciences.

§ 8.

The Director or a person authorised by him has an obligation to ensure the conditions necessary to protect the confidentiality of information associated with the know-how possessed by the Institute. In particular, these conditions shall be ensured through pledging particular persons to maintain confidentiality by means of written statements, and limiting the number of copies of confidential materials as well as group of people with access to protected information.

§ 9.

1. The Institute is originally entitled to proprietary copyrights to a computer program invented by the Creator also when it is of scientific nature.
2. The Institute can act as a producer of an audiovisual work. In such case, it shall be presumed that it has exclusive property rights to exploit the work as a whole, also when an audiovisual work is at the same time a scientific work.
3. The Institute, incurring the risk related to capital expenditure while creating the database, is its producer. In this regard, it is entitled to the absolute property right to the database.

§ 10.

1. The Director has the right to derogate from the provisions of the Regulations provided that important interest of the Institute support this, and it does not contradict the law in force.
2. Any issues which are not regulated under these Regulations shall be subject to the law, in particular to the provisions of the Act on the Polish Academy of Sciences, the Act on Copyrights and Related Rights, and the Industrial Property Rights Act.

§ 11.

The Regulations shall enter into force on the date of adoption by the Scientific Council of the Institute.