

Regulations for the management of copyright, related and industrial property rights and the principles of commercialization of the results of scientific research and development works at the Medical University of Bialystok

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Section I

General Provisions

§ 1

Legal basis

The legal basis of the Regulations is:

- Act of 27 July 2005 Law on Higher Education (consolidated text: Dz. U. Journal of Laws for the year 2016, item 1842, as amended), hereinafter referred to as "Law on Higher Education";
- Act of 26 June 1974 - Labour Code (consolidated text: Dz. U. Journal of Laws for the year 2016, item 1666, as amended), hereinafter referred to as the "Labour Code";
- Act of 23 April 1964 - Civil Code (consolidated text: Dz. U. Journal of Laws for the year 2016, item 380, as amended), hereinafter referred to as the "Civil Code";
- Act of 30 June 2000 Industrial property law (consolidated text: Dz. U. Journal of Laws for the year 2013, item 1410), hereinafter referred to as "Industrial Property Law";
- Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Dz. U. Journal of Laws for the year 2016, item 666, as amended), hereinafter referred to as the "Copyright Act";
- Act of 27 July 2001 on the protection of databases (Journal of Laws of 2001 No. 128, item 1402, as amended), hereinafter referred to as the "Act on the protection of databases";
- Act of 16 April 1993 on Combating Unfair Competition (consolidated text: Dz. U. Journal of Laws for the year 2003 No. 153 item 1503, as amended), hereinafter referred to as the "Act on Combating Unfair Competition".

§ 2

Concepts

The terms used in these Regulations shall mean:

1. "Results of scientific research"
 - a. the results of scientific research being an invention, utility model, industrial design or topography of an integrated circuit, grown or discovered and derived plant variety,
 - b. results of development works,
 - c. intellectual goods constituting a secret (know-how) of the University within the meaning of Article 11 of the Act on Combating Unfair Competition.
2. "Results of intellectual work" also called "results":
 - a. "results of scientific research"
 - b. works within the meaning of the Act on Copyright and Related Rights, including scientific works, as well as computer programs and databases,
 - c. other results of intellectual work, including those that are not the subject of exclusive rights, such as research methods, concepts of problem explanation, results of experiments, opinions, expert opinions, didactic audiovisual materials, didactic instructions, exercise guides, models, multimedia presentations, etc.);
3. "University" - Medical University of Bialystok.

4. "The Regulations" - Regulations for the management of copyright, related and industrial property rights and the principles of commercialization of the results of scientific research and development works at the Medical University of Bialystok
5. "Employee" - a person remaining in employment relationship with the University.
6. "Author" - the natural person who has created the result.
7. "Organizational unit" - the University's organizational unit (plant, clinic, independent laboratory, study, centre, administrative unit).
8. "BOWITT" - University Office for Protection of Intellectual Property and Technology Transfer.
9. "Direct commercialization" - sale of results of scientific research, development works or know-how related to these results or putting into use these results or know-how, in particular on the basis of a license agreement, hire and lease.
10. "Indirect Commercialization" - taking up or purchasing shares in companies to implement or prepare for the implementation of research results, development work or know-how related to these results.

§ 3

Subjective scope of the Regulations

1. The provisions of these Regulations shall apply to University Employees and persons who are not employees of the University, within the scope of contracts concluded with such persons.
2. The provisions of the Regulations also apply to students, doctoral students and participants of post-graduate studies and training sessions not employed by the University, if it results from the agreements concluded with the University and the listed persons.
3. Provisions of the Regulations regarding the Authors of the results of intellectual work are also applicable to the co-authors. Co-authors of the intellectual work result are obliged to appoint a representative to represent their interests in relation to the University.
4. The conclusion of an agreement regarding the results of intellectual work arising from the performance of employee duties, which provides for derogations from the provisions of these Regulations, requires the approval of the Rector.
5. The conclusion of an agreement under which the rights to the results of intellectual work created by an employee delegated to another university, scientific or research institution in Poland or abroad would be vested in such an entity, requires the Rector's consent.

§ 4

Objective scope of the Regulations

1. The provisions of the Regulations apply to the results of intellectual work:
 - a. obtained as a result of performing tasks defined by the employment relationship or contract concluded,
 - b. obtained with the help of the University,
 - c. to which property rights have been transferred to the University by the Author under a contract.
2. The results of intellectual work created as part of performance of duties under the employment contract are those results that are created by a person employed by the University during such an employment relationship, if the scope of duties of the Employee includes activities that may result in the creation of results.

3. The results of intellectual work created as part of the tasks specified in the employment relationship also include obtaining the results of intellectual work during a scholarship, research or training leave, unless a separate agreement provides otherwise.
4. The results of intellectual work obtained with the help of the University are understood as results financed partly from the funds of the Medical University of Bialystok or for which the University has created organizational, technical, material or other conditions without which the intellectual work would not have occurred.
5. With regard to persons who are not Employees of the University, the principles set out in these Regulations will apply in the event that the University is bound with those persons by a civil law contract and it results from the concluded contract.
6. In the event of a dispute as to whether the result was created as a result of the performance of employee duties, the parties should seek an amicable settlement of the dispute.

§ 5

Basic duties related to the protection of intellectual work results

1. The authors to whom the rules of the Regulations apply are obliged to report, in accordance with the procedure specified in § 13, the results of scientific research, which in their opinion have the potential for commercialization.
2. Persons referred to in item 1 are required:
 - a. not to make available to the general public in the form of a written or verbal description, by applying, displaying or otherwise disclosing (in particular, this prohibits publication, presentation at lectures, symposia, congresses, etc.) until a patent application is made or the University decides to resign from the application,
 - b. to transfer to a state-run university all possessed information, works together with with the ownership of the media on which the works were recorded, and technical experience necessary for commercialization,
 - c. to cooperate with the University, to the extent necessary to obtain protection of the results of intellectual work.
3. An employee may not, within the scope of his/her activities outside the University, make use of the results of intellectual work to which the University is entitled, without the prior written consent of the Rector.
4. University employees who have access to information about the results of intellectual work are obliged not to disclose this information to third parties.
5. As the information referred to in item 4, one understands undisclosed information that may have a market value, and the disclosure of which could result in deprivation of legal protection or deprivation of the possibility of acquiring legal protection.
6. In agreements concluded by the University regarding the results of intellectual work, a provision should be made for not making the information public, in particular if the disclosure of research results would make it difficult to obtain legal protection and further commercialization.

Chapter II

Provisions regarding the results of intellectual work

§ 6

Scientific works

1. Author's personal rights to a scientific work include the right to:
 - a. claim the authorship of a work,
 - b. mark a work with his/her name or pseudonym, or anonymously share the work,
 - c. maintain the inviolability of the content and form of a work and its reliable use,
 - d. decide on the first access of the public to a work,
 - e. supervise the way of using a work.
2. The author's economic rights to a scientific work include the right to:
 - a. use the work,
 - b. dispose of the work in all fields of exploitation,
 - c. receive remuneration for using the work.
3. The author's moral and economic rights to a scientific work are vested in the Author.
4. The Author decides about the date and method of public disclosure of the result of the work, in particular on the first public access to the work.
5. The University has the right to use the results of research included in the scientific work free of charge.
6. The University has the right to provide access to a scientific work or scientific material contained therein to third parties, if this results from a work's purpose agreed with the Author, or if this is included in a separate agreement with the Author.
7. The publication of a scientific work in any way, including conferences, congresses, seminars and scientific conferences - subject to item 8, requires specifying the full name of the University, in addition to the names of the Authors.
8. If the results contained in the scientific work, being employee results, may be covered by legal protection for the benefit of the University or may be commercialized, the Author must not disclose their substance to the extent that they would become impossible to be patented, protected or registered, or to the extent that their market value would be lowered.
9. If the work was commissioned by the University or was created for the needs of a research project or for the needs of a specific team, and the Author objects to the release of the work, the University may entrust the developing of the work to another person on the basis of collected information and results.

§ 7

Computer programs

1. The Author's moral rights in the case of a computer program resulting from employment are vested in its Author.
2. The Author's economic rights to a computer program include the right to:
 - a. permanently or temporarily reproduce the computer program, in whole or in part, by any means and in any form; to the extent in which the reproduction of the computer program is necessary for entering, displaying, running, transmitting and storing the computer program, the above operations require the consent of the right-holder;

- b. translate, adapt, re-arrange or introduce any other changes in the computer program observing the rights of the person who made such alterations;
 - c. disseminate the computer program or its copies, including also by way of lending or sub-licensing it.
3. The author's economic rights to a computer program created in the conditions specified in § 4 are vested in the University, unless the agreement provides otherwise.
4. Computer programs resulting from the employee's work and created for teaching purposes can be used free of charge for such purposes by all employees of the University.
5. Computer programs resulting from the employee's work and created for non-teaching purposes may be used by the University's employees subject to obtaining the Rector's approval. The use of these programs for commercial purposes is based on an agreement concluded with the University.
6. If the University obtains a private financial gain as a result of using its economic rights to this program, and if the program is covered by the secrecy of "know-how", the Authors of the computer program, resulting from employment, are entitled to remuneration under the terms of § 15 of the Regulations.

§ 8 Databases

1. The provisions of § 7 items 1, 2, 3 and 5 of the Regulations apply to the results created in the conditions specified in § 4, in the form of databases being copyright works.
2. Employees, PhD students and students of the University may use databases or their parts referred to in item 1, for their own scientific and didactic purposes, on conditions agreed with the person responsible for a given database, and they may also refer to them and quote their fragments in textbooks and publications only with the consent of the University, emphasising the title of the University to these databases.
3. The economic rights to databases which are not works within the meaning of the copyright law, constituting a set of data or any other materials and elements, collected according to a specific systematics or method, individually available in any way, including by electronic means that require a significant investment to prepare, verify or present the content that are the result created in the conditions specified in § 4, are vested in the University.
4. Persons who wish to use databases or their fragments referred to in item 1 and 3 for commercial purposes or to make them available to third parties in both the printed version, and using information technology, must obtain the Rector's consent. The use of these databases for commercial purposes is based on an agreement concluded with the University.

§ 9 University know-how

1. Any information constituting a result under the conditions specified in § 4 in particular of a technical, technological, research, commercial or organizational nature, resulting in the conditions set out in § 4, which have not been provided for general information, and in relation to which the University has taken necessary actions in order not to publish them, is considered the University know-how.

2. Information that is not a result of the conditions set out in § 4 shall also be considered as the University know-how if the University has acquired rights to them and has taken the necessary actions towards them in order not to publish them.
3. The Rector makes a decision on treating the intellectual work result as the University know-how.
4. In order to start treating intellectual work results as know-how, the University concludes with the persons involved in obtaining them an agreement on the University know-how.
5. The economic rights to the secrets referred to in items 1 and 2, shall be vested in the University, unless the agreement provides otherwise.
6. The Authors of a result constituting the University know-how, referred to in item 1, have the right to mention it as the Author in all documents related to the result and - if the University receives income from the application of the result - the right to remuneration in the amount calculated on the terms specified in § 15 of the Regulations.

§ 10

Inventions

1. If an invention, utility model, industrial design has been created in the conditions specified in § 4, then the right to obtain: patent for invention, protective right for utility design, rights from registration of industrial design and the right to commercialize them are first and foremost vested in the University.
2. The Authors of legally protected objects referred to in item 1 have the right to mention them in descriptions, registers and other documents and publications as authors, and in the case of commercialization of these objects - the right to remuneration is granted on the terms specified in § 15.
3. The Author of an inventive project not resulting from the conditions specified in § 4 may transfer to the University - in whole or in part - the right to obtain exclusive rights or transfer it to the University for use. In the case of a transfer of economic rights or the right of use to the University, the Author is entitled to remuneration according to the rules specified in § 15 of the Regulations.
4. In the event that a legally protected object referred to in item 1, is the result of the Author's cooperation, to which the provisions of the Regulations apply, with persons not subject to the Regulations, the right to this project is vested in the University in the part corresponding to the size of the creative share of the University's employee.
5. In the case of joint submission of an inventive project for protection, the University includes with an external unit (or an Author not covered by the Regulations) an agreement in which the rights and obligations of the parties are determined, including participation in economic rights.
6. In the event that a legally protected object is to be created at the request of the University or with its help, the Medical University of Białystok acquires the entirety of the right to this object, unless the agreement provides otherwise.
7. If a legally protected object is to be created at the request of a third party by an employee of the University, or with the help of the University, the Medical University of Białystok acquires exclusive rights to the object with the possibility of awarding the requesting party the right to use it, unless the agreement provides otherwise.
8. The University is entitled to use for its own purposes the invention projects made with the help of the University, if the agreement with the Author does not state otherwise.

9. The University has the pre-emption right concerning inventive projects made with its help, unless the agreement provides otherwise.
10. The Authors of an inventive project are not entitled to remuneration for its use by the University where the project, which is the employee's result, only for research or didactic purposes, if these purposes are not implemented with a view to the University gaining any financial benefits.

§ 11

Non-employee intellectual work results

1. Moral and economic rights to the intellectual work results obtained by non-employees are vested in their entirety in their Authors. A work created in cooperation with the University may be the subject of joint ownership, on terms specified in the agreement.
2. The Author of a result referred to in item 1 may apply to the University for assistance in managing this result. The parties are obliged to sign an agreement regulating the payment for assistance, the rights and obligations of the parties, and in the case of signing an agreement on joint ownership of intellectual work result - specifying the parties' participation in this right.
3. In the case where the Author referred to in item 1, has only part of the share in the intellectual result, and the remaining part is of an employee nature, the Author may transfer to the University the right to use his share or conclude an agreement on the joint ownership of rights to the result of the intellectual work.
4. Publication of results of intellectual work obtained by non-employees may not be branded with the University's name or logo, unless the Rector gives his written consent. This principle also applies to the economic use of results of intellectual work obtained by non-employees.

§ 12

Works of students and PhD students

1. Moral and economic rights to works created during the studies, including the implementation of diploma theses, belong to the Authors, unless the agreement provides otherwise.
2. If the result of intellectual work of a student or PhD student was created with the help of the University, or is a part of a research project or other research work carried out in the University's organizational unit, the Author is obliged to sign an agreement with the University that grants the University in whole or in part economic rights to this result.
3. The University is entitled to the priority in publishing the diploma thesis of a student or PhD student. If the University does not exercise its priority right to publish the thesis within 6 months of its defence, the student or PhD student who prepared it may publish it, unless the thesis is part of a collective work.

Chapter III

Dealing with notified results of intellectual work

§ 13

Procedure for notifying inventive projects

1. The Author of the results of scientific research, created in the conditions specified in § 4, immediately after their creation, is obliged to notify this fact to the University. An application form named "Notification of an inventive project" is submitted by the Author, together with the "Description of Innovation" in electronic form and in writing, to BOWITT.
2. An employee may submit a statement of being interested in the transfer to him/her of the rights to the results of scientific research. The statement is submitted in writing within fourteen days from the date of submitting the application form named "Notification of an inventive project" to BOWITT. The university, within three months of receiving the statement from the employee, decides on the commercialization of the notified project.
3. BOWITT issues an opinion on the commercialization possibilities, as well as on the method of protection of the notified project. If necessary, BOWITT may seek the opinion of external experts.
4. In the case of submitting the statement referred to in item 2:
 - a) BOWITT gives the Council for Inventions the application by the Authors together with their own opinion, and thereupon the Council issues an opinion on the desirability of protecting the notified project, as well as its commercial potential.
 - b) BOWITT transfers the application to the Rector together with its own opinion and the opinion of the Council for inventions.
 - c) The Rector makes the decision about the commercialization of the reported research results. The Rector may additionally consult external experts. Opinions of BOWITT and the Council for Inventions are not binding for the Rector.
 - d) BOWITT informs the Author of the Rector's decision in electronic and written form.
 - e) Until the Rector has taken the decision referred to in point c. the Author, other employees and third parties who have information about the project are obliged to keep them secret.
 - f) If the University decides not to proceed with commercialization or after the expiry of the period referred to in item 2, the University, within thirty days, submits to the Author an offer to conclude an unconditional paid agreement for the transfer of rights to the results of scientific research. The agreement is concluded in writing, and shall otherwise be null and void. The remuneration due to the University for the transfer of rights may not be higher than 5% of the average monthly remuneration for work in the national economy in the previous year, announced by the President of the Central Statistical Office.
 - g) The Author has the right not to accept the offer to conclude the agreement referred to in item 12. In such a case, the University has the right to the results of scientific research.
5. After receiving from the Author the application form named "Notification of an Inventive Project", the University and the Author may, in a manner different than stipulated in the Regulations, determine by way of an agreement the rights to these results or the method and mode of commercialization of these results.
6. The Author, other employees and third parties who have information about the project are obliged to keep them secret until the date of receipt of the confirmation of application from the Patent Office of the Republic of Poland or longer, if the Rector makes such a decision. The

conditions for the fulfilment of this obligation by third parties and employees after the termination of the employment relationship are regulated by a separate agreement.

7. By keeping the secret referred to in item 4e and item 6 is understood, in particular, not-dissemination of the knowledge regarding the results of intellectual work: in publications, conferences and symposia, on exhibitions and websites, and other forms of dissemination.
8. The provisions of items 2 and 11-12 do not apply to cases in which scientific research or development works were carried out:
 - a. on the basis of an agreement with a party financing or co-financing such research or works, providing for an obligation to transfer rights to the results of scientific research or development works to that party or to a party other than a party to the agreement (research or commissioned work);
 - b. with the use of financial resources whose rules for granting or using determine a different manner of disposing of the results of research or development works and know-how related to these results than the one provided for in the Act.

§ 14

Principles of commercialization

1. The results of intellectual work, which are the subject of the University's rights, can be commercialized.
2. Commercialization of research results by the University may take place in the form of direct or indirect commercialization.
3. In the case of commercialization carried out by the University, the costs of commercialization of research results are borne by the University.
4. In the case of commercialization carried out by the University:
 - a. the unit responsible for direct commercialization is BOWITT,
 - b. indirect commercialization is conducted by the University with the participation of a special purpose entity named „Laboratorium Obrazowania Molekularnego i Rozwoju Technologii Uniwersytetu Medycznego w Białymstoku” Sp. z o.o.,
 - c. decisions about the manner and course of commercialization are made each time by the Rector. The Rector may additionally consult external experts.
 - d. Persons involved in the commercialization process are obliged to keep its course and information obtained in connection with commercialization secret and not to disseminate them, unless they have previously obtained a written consent of the Rector to disclose specific information.
 - e. Before submitting the result of intellectual work for protection, disclosing information to a potential investor is possible only after they provide a written commitment to keep the secret.
 - f. The provisions of the concluded agreement covering the commercialization of the intellectual work result may stipulate the contracting party's right to use the University's name and logo for informational or promotional purposes related to the commercialization of the result.
 - g. The Author of the result is required to cooperate with the University in order to enable the maximum commercialization of the result.
 - h. Decisions about the commercialization of the results of intellectual work are taken in a way that avoids conflicts of interest. In particular, persons connected in person or in property with external entities in relation to the University participating in the

commercialization of the result, such as the licensee or the purchaser of rights, may not participate in making such decisions. This provision does not apply to the Author in the scope in which he/she co-decides whether or not to establish a company with his/her participation or expresses an opinion on the method of commercialization of the results of intellectual works.

- i. Income from commercialization of intellectual work results, to which the University is entitled, is primarily allocated to cover the costs of obtaining and maintaining the protection of these results.

§ 15

Revenue from commercialization and remuneration of the Authors

1. In the case of commercialization of the results of scientific research carried out by the University, the employee is entitled to 70% of the funds obtained by the University from direct commercialization, reduced by no more than 25% of costs directly related to this commercialization, which were incurred by the University or special purpose entity;
2. In the case of commercialization made by an employee, the University is entitled to 25% of the value of funds obtained by the employee from commercialization, reduced by no more than 25% of costs directly related to this commercialization, which were incurred by the employee.
3. Costs directly related to commercialization are understood as external costs, and in particular costs of legal protection, expert opinions, valuation of the subject of commercialization and official fees. These costs do not include costs incurred before making the decision on commercialization and remuneration referred to in Article 86e Item 2 of the Act.
4. The remuneration referred to in items 1 and 2 shall be paid within 2 months from the date of obtaining funds from direct commercialization.
5. If the share in funds obtained by the University from direct commercialization belongs to more than one person, the division of shares of the individual eligible persons is in line with their contribution regulated in the agreement. If no agreement has been concluded, the remuneration is divided in equal parts.
6. The Author who, in order to commercialize the employee's intellectual performance, is employed in a company established by the University or becomes its shareholder, is entitled to the right to part of the company's profit or remuneration received therein.
7. The Author is not entitled to remuneration under the terms specified in this item, if the University uses the results of intellectual work for non-commercial research or teaching purposes.

§ 16

Special purpose entity

1. The role of a special purpose entity established for indirect commercialization is fulfilled by „Laboratorium Obrazowania Molekularnego i Rozwoju Technologii Uniwersytetu Medycznego w Białymstoku” Sp. z o.o.

2. In the case of the appointment of a supervisory board, members of the board are appointed by the Rector. The management board of the special purpose entity is appointed by the supervisory board, and in the case of failure to appoint a supervisory board - it is appointed by the Rector. The number of members of the management board and the supervisory board is specified in the agreement on the special purpose entity.
3. The purpose of the special purpose entity is, in particular, to take up shares in capital companies or to create capital companies that are established for the implementation of the results of scientific research or development works carried out at the University.
4. The Rector, by way of a paid or unpaid agreement, may entrust the special purpose entity with the management of industrial property rights of the University within the scope of direct commercialization.
5. The university may provide the special purpose entity in the form of a contribution with the results of scientific research and development works, in particular the obtained industrial property rights.
6. Terms of use by a special purpose entity, spin-off company and spin-out company of the University's assets (in particular their use of the infrastructure, research equipment) are determined each time in a separate agreement.
7. The University will allocate a dividend of the special purpose entity for the statutory activity of the University.

Chapter IV

Rules for the use of employee intellectual work results

§ 17

Rules for use by the University

1. The University is entitled to a free use of the material contained in the results for scientific research and teaching purposes, including making it available to other employees for non-commercial purposes.
2. The University is entitled to share the results with third parties, in particular for their service or production activities, on the terms specified in the agreements. The results of research work can also be the basis for issuing expert opinions.
3. While exercising the rights to the results, both the University and the Author should respect the other party's rights. Agreements concluded with third parties should at the same time secure the interests of the Authors and the University.
4. The University acquires the right of ownership of things that are material carriers of the mentioned intellectual work results, if they arose as a result of the performance of employee duties.

§ 18

Rules for use by the Authors

1. The Author of employee intellectual work results is obliged to keep them secret until the University decides how to use them. The obligation to keep a secret rests with the Author also after the termination of employment.
2. Employee intellectual work results may be used by the Author without limitation solely for his/her scientific and didactic activities, subject to item 1.
3. The Author of employee intellectual work results may not undertake any obligations to third parties with regard to the economic use of these results without the participation of an authorized representative of the University or written consent of the Rector. This provision applies also after the termination of his/her employment relationship with the University.
4. Upon termination of the employment relationship, the Author of employee intellectual work results is required to provide the University with information about the results in his/her possession, and when using them in further activities, including commercial or scientific activities, he/she should take into account the rights and interests of the University.

§ 19

Principles of cooperation with other entities

1. Agreements for the performance of scientific and research works, concluded with institutions, universities, business entities or other third parties, should specify a party to the agreement entitled to publish and use the results generated during its term, whereas the University should strive to have at least the right of a co-owner of these results.
2. In the event that the results arise during the performance of the work performed by a team, , which also includes persons who are not employees of the University, the team leader is responsible for regulating property rights agreements with these persons.
3. When concluding agreements regarding employees' domestic and foreign internships or scholarships, the University should determine a legal entity entitled to the results of intellectual work achieved during the employee's internship or scholarship and the conditions for the use of the rights to these results.

§ 20

Final provisions

1. A violation of the provisions of the Regulations is in particular a violation of employee duties regulated by the Labour Code (Article 100 § 2) entailing consequences specified in the provisions of the Law on Higher Education and the Labour Code.
2. The Rector may authorize the relevant Vice-Rector or other employee to make decisions on matters covered by the Regulations on behalf of the University. The Rector may authorize the dean of a relevant faculty to make decisions on matters related to students and PhD students of the faculty covered by the Regulations (provisions of § 12) on behalf of the University.
3. The regulations are subject to approval by the University Senate.
4. The Senate may change or revoke the Regulations in whole or in part.
5. The Rector is authorized to establish basic templates of agreements, applications and forms in the scope referred to in these Regulations.
6. For the commercialization of the results of scientific research that constitute an invention, utility model, industrial design or topography of an integrated circuit, bred or discovered and derived plant variety or development work, generated before 1 October 2014 and know-how related to these results one shall apply the Regulations of 12 November 2013.
7. For agreements regarding rights to results referred to in item 6, and to the know-how related to these results, concluded before 1 October 2014, one shall apply the Regulations of 12 November 2013.