

**Resolution No 46/2015
of the Senate of the Poznan University of Medical Sciences of 29 April 2015**

on the adoption of the "Rules of intellectual property management and principles of commercialization of the results of scientific research and development works at the Poznan University of Medical Sciences"

The Senate, acting on the basis of Article 86c of the Law on Higher Education (i.e. Journal of Laws of 2012, item 572, as amended) and § 39(1)(19) of the Statute of the Poznan University of Medical Sciences, resolves as follows:

§ 1

The "Regulations for management of intellectual property and rules for commercialization of the results of research and development work at the Poznan University of Medical Sciences", which constitutes an annex to this resolution, are hereby adopted.

§ 2

The Rector is entrusted with the implementation of the resolution.

§ 3

The resolution comes into force on the date of adoption.

Rector

Prof. Jacek Wysocki, MD, PhD

**Regulations on management of intellectual property and principles of commercialization of the
results of scientific research and development works at the Poznan University of Medical Sciences"**

1. The University intends to actively support the commercialization of intellectual property, both in the area of realization of its mission for development and technology transfer. Therefore, it is considered appropriate and in the public interest to support the innovation and creativity of its Employees by providing them with a share of the financial benefits derived from the rights vested in the Poznan University of Medical Sciences in the Intangible Assets created by them.
2. The University believes that it is appropriate to provide reasonable assistance to its Employees, if they so desire, in the commercialization of Intangible Assets even if the rights to the Intangible Assets do not vest in the University under the law and these rules. Thanks to such assistance, commercialization of Intangible Assets may be more effective, benefiting both the Creator and the University.
3. One method of accomplishing the foregoing will be the formation of new companies with the participation of University employees. The University will support the formation of such companies if there are indications that this will be an appropriate form to achieve the above mentioned objectives.
4. For this purpose, the University has established a limited liability company called: "University Center for Medical Technology Transfer in Poznan".

**CHAPTER I
General provisions**

§ 1.

Scope of the Regulations

1. The provisions of these Regulations apply to employees of the Poznan University of Medical Sciences employed under a contract of employment or appointment.
2. The provisions of these Regulations also apply to trainees, contractors, volunteers or other persons cooperating with the University, not being in an employment relationship with it, if so provided by the contract concluded between them and the University, as well as students, diploma students, doctoral students, if it results from separate provisions of the applicable study regulations or contracts concluded with them.
3. The provisions of the Regulations relating to Creators shall also apply to co-creators. Co-creators of a Employee Creative Result are obliged to determine the manner of joint decision-making concerning the exercise of their rights, in particular to appoint an attorney to represent their interests before the University.

§ 2.

Scope of the Regulations

1. The provisions of the Regulations apply to Intangible Assets created in the course of scientific, teaching, research and development work at the University.
2. These Regulations also apply to Intangible Assets created in the course of other activities, the rights to which are held by the University under other titles.

§ 3.

Definitions of terms used in these Regulations

The terms used in these Regulations shall mean:

1. "**Intangible Assets**" means:
 - 1) "**Works**" - within the meaning of the Act on Copyright and Related Rights of 4 February 1994

- (Journal of Laws of 2006, No. 90, item 631, as amended), including in particular scientific works and computer programs and databases;
- 2) "**Creative result**" - trademarks, inventions, utility models, industrial designs and integrated circuit topographies within the meaning of the Act of 30 June 2000 Industrial Property Law (i.e. Journal of Laws of 2013, No. 1410) and databases, protected by *sui generis* right to the extent regulated by the Act on Protection of Databases of 27 July 2001 (Journal of Laws of 2001, No. 128, item 1402, as amended); as well as Community trademarks within the meaning of Council Regulation (EC) no. 207/2009 of 26 February 2009 on the Community trademark (OJ EU.L of 24 March 2009, No. 78/1);
 - 3) other results of intellectual work, including those which are not the subject of exclusive rights, such as research methods, concepts for explaining a problem, results of experiments, opinions, expert opinions, didactic audiovisual materials, teaching instructions, exercise guides, models, multimedia presentations, etc.);
 - 4) confidential information constituting a secret (know-how) of the University within the meaning of Article 11 of the Act of 16 April 1993 on combating unfair competition (i.e., Journal of Laws of 2003, No. 153, item 1503, as amended).
2. "**Employee Creative Results**" and "**Employee Works**" are meant to include:
 - 1) Intangible assets created in connection with the performance of duties arising from the employment relationship at the University, carried out as part of the so-called teaching load and overtime hours within the meaning of Articles 130(3) and 131(1) of the Act,
 - 2) Intangible property arising in connection with the performance of civil law contracts other than a contract for assistance, concluded by employees with the University,
 - 3) Intangible property arising in connection with the performance of contracts with third parties to which the University is a party, including in the performance of publicly funded tasks by the University,
 - 4) Intangible property created with the assistance of the University, insofar as the contract for assistance stipulates that the rights to Creative Results and works will be vested in the University in whole or in part.
 3. Duties of the Employment Relationship means tasks the performance of which is the responsibility of the Creator under the employment contract, work regulations, scope of work assigned to the Creator, or by order of a thesis supervisor, which fall within the Creator's employment duties.
 4. The term "University Assistance" shall mean financial, organizational, material, equipment, premises or technical assistance provided by the University which enables or promotes the achievement of the Creative Result, as specified in the concluded contract. In particular, it may consist in financing, in whole or in part, the preparation, conduct of scientific research or elaboration of its results, as well as in providing equipment, premises, providing support and technical personnel, providing ongoing consultations or providing opinions on the Creative Results.
 5. Recognition of an Intangible Asset as having been created as a result of the performance of employment duties does not preclude the creation of the Intangible Assets during a research fellowship, university grant, or sabbatical leave (except unpaid sabbaticals).
 6. "**Know-how**" means confidential information of a technical, technological, commercial, legal, organizational, or similar nature, whether of pecuniary or non-pecuniary, economic or legal significance to the University.
 7. "**Employee**" - a person in an employment relationship with the University, regardless of the legal basis of employment.
 8. "**Creator**" - means an individual who is the author or co-author of the Protected Intangible Assets or a team of such individuals (Team of Creators).
 9. „**University**” - means the Poznan University of Medical Sciences.
 10. "**Rector**" means the Rector of the University.
 11. „**Regulations**” - means these Regulations.
 12. **UCTMTP** - means the University Center for Transfer of Medical Technologies in Poznań - a single-member company established by the University for the purpose of indirect commercialization.

13. „**Organizational Unit**” - means the unit listed in § 12(1-4) of the Statutes of the University.
14. "**Act**" - means the Law on Higher Education of 27 July 2005 (consolidated text: Journal of Laws of 2012, item 572, as amended).
15. "**Head of Organizational Unit**" - means the dean of the faculty, director or manager, in the case of other organizational units of the University.
16. „**Officer**” - Manager for commercialization of research and protection of intellectual property of the Poznan University of Medical Sciences.
17. "**Spin-off Company**" - a company established for the purpose of developing and commercializing Intangible Assets belonging to the University.
18. „**Sponsor**” - a person or organization external to the University, financially supporting the activities of Employees performed within the scope of their employment at the University, in particular by providing funds for research or other activities that may result in the creation of Intangible Assets.

§ 4.

Grounds for introducing the Regulations

1. These Regulations are introduced in accordance with the provisions of the Statutes of the University and the acts issued thereunder.
2. The Regulations are subject to the approval of the Senate. Any amendment to the Regulations shall require the adoption of a resolution by the Senate.
3. The provisions of the Regulations shall apply to Intangible Assets, which are subject to protection, created by Employees of the University as a result of the performance of their duties arising from the employment relationship, and compliance with them is one of the basic duties of employees.
4. Employment contracts concluded with Employees shall contain a provision according to which the Employee declares that he knows and accepts the content of these Regulations. In turn, the breach of its provisions shall constitute a breach of fundamental labor duties within the meaning of the Labor Code and may result in the consequences set forth in the Labor Code and the provisions of the respective law.
5. Civil law contracts, which may result in the creation of an Intangible Asset, concluded with persons who are not in an employment relationship with the University should contain provisions according to which they undertake to comply with these Regulations.
6. In the event of a dispute as to whether an Intangible Good has been created as a result of the performance of employment duties, the dispute shall be resolved by the Rector of the University after consultation with the University Intellectual Property Committee. This provision shall not prevent the Creator from asserting his rights in a court of law.
7. The creation of an Intangible Asset shall also be understood as a modification of an existing property, if the modification is so significant that it leads to the creation of a new Intangible Asset subject to protection under applicable laws.
8. Concluding a contract concerning Intangible Assets created as a result of performing one's duties, which provides for deviation from the provisions of these Regulations, shall require each time the approval of the Rector or a person designated by him, in writing under pain of invalidity.
9. The conclusion of a contract under which the rights to Intangible Assets 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 consent of the Rector after consultation with the Head of the organizational unit in which such Employee performed their work at the University.
10. In matters not covered by these Regulations, the relevant provisions of the Acts shall apply:
 - 1) Law on Higher Education of 27 July 2005 (consolidated text: Journal of Laws of 2012, item 572, as amended).
 - 2) Industrial Property Law of 30 June 2000 (consolidated text: Journal of Laws of 2013 item 1410 as amended),
 - 3) Copyright and Related Rights Act of 4 February 1994 (consolidated text Journal of Laws of 2006, No. 90, item 631 as amended),
 - 4) Act on Combating Unfair Competition of 16 April 1993 (Journal of Laws of 2003, No. 153,

- item 1503, as amended),
- 5) Act on Protection of Databases of 27 July 2001 (Journal of Laws of 9 November 2001, No. 128, item 1402 as amended).

§ 5.

Contracts with Sponsors

1. The contract with the Sponsor sets forth the Sponsor's rights to use the Intangible Assets or other research results supported by the Sponsor.
2. The head of the organizational unit of the University in which the Creator performs their work shall submit to the Rector or their designee a draft contract with the Sponsor. The provisions of this contract concerning the scope of rights to Intangible Assets granted to the Sponsor must additionally include justification for the introduction of such provisions. If the scope results from applicable national or Community regulations, the justification is limited to pointing to those regulations.
3. The employee may not, without the consent, expressed in writing under pain of invalidity, of the Rector or their designee, enter into a contract with the Sponsor, which provides for the transfer of rights to the Intangible Assets to the employee.

§ 6.

Tangible objects created as a result of scientific research

1. The University acquires rights in tangible objects resulting from research done within the scope of Employee's duties under the employment relationship.
2. The University acquires rights to tangible objects created as a result of scientific research done within the scope of civil law contracts if it results from these contracts, or in the case of interns, volunteers, students, diploma students, doctoral students also from the provisions of separate study regulations.
3. The University also acquires rights to objects created as a result of research done with the assistance of the University, if that assistance contributed substantially to the creation of such an object.

§ 7.

Basic obligations relating to the protection of Intangible Assets

1. An employee and anyone to whom the rules set out in these Regulations apply is obliged to report, in accordance with the rules set out in these Regulations, the creation of an Intangible Asset, the rights to which may be acquired by the University, and is obliged to take all reasonable steps to enable the University to exercise those rights to that Intangible Asset. This includes, in particular, the duty of confidentiality and the duty to cooperate where necessary to obtain its protection.
2. Employees may not, in the scope of their activities outside the University, make use of the Intangible Assets in which the University has rights without the prior written consent, under pain of invalidity, of the Rector.
3. An employee who has access to confidential information concerning Intangible Assets shall be obliged not to disclose such information to third parties, subject to the following provisions.
4. Confidential information relating to the Intangible Assets means information that has not been disclosed to the public, which may have market value, and the disclosure of which would risk deprivation of legal protection or would nullify the University's ability to obtain legal protection.
5. Disclosure of confidential information relating to Intangible Assets in which the University has or may have rights may be made only with the written consent, under pain of nullity, of the Rector.
6. Contracts entered into by the University concerning Intangible Assets should provide for the obligation of the parties to maintain confidentiality, particularly where disclosure of research results would hinder the University's ability to obtain legal protection for them and their further commercialization.

CHAPTER II

Copyright, related rights and *sui generis* rights to databases

§ 8.

Provisions concerning Employee Works arising from the employment relationship

1. The author's personal rights to Employee Works are vested in the Creator.
2. The author's economic rights to a scientific work shall vest in the Creator, except for scientific works that are:
 - a. computer programs,
 - b. databases,
 - c. e-learning materials,
 - d. research work logs, including when they are in the nature of scholarly works to which acquisition is made pursuant to paragraph 4 below.
3. The Creator may publish or otherwise distribute a scholarly work (with the exception of the scholarly works indicated in paragraph 2 above) under a contract with a third party, provided that the disclosure of such work will not result in the deprivation of legal protection of other Employee Creative Results to which the University is entitled under these Regulations to acquire exclusive rights. At all times, the Creator shall include the full name of the University next to his or her name on each scholarly work.
4. The University acquires, upon its acceptance of the Work, the author's economic rights in all fields of exploitation known at the time of its creation.

§ 9.

Provisions concerning Employee Works created under civil law contracts

1. The author's personal rights to Employee Works are vested in the Creator.
5. The author's economic rights to a Scientific Work shall vest, subject to paragraph 6, in the Creator, with the exception of Scientific Works that are:
 - a. computer programs,
 - b. databases,
 - c. e-learning materials,
 - d. research work logs, including when they are in the nature of scholarly works to which acquisition is made pursuant to paragraph 4 below.
2. The Creator may publish or otherwise distribute a scholarly work (with the exception of the scholarly works indicated in paragraph 1 above) under a contract with a third party, provided that the disclosure of such work will not result in the deprivation of legal protection of other Employee Creative Results to which the University is entitled under these Regulations to acquire exclusive rights. The Creator shall include the full name of the University next to his or her name as a Creator on each scholarly work.
3. The author's economic rights in the scholarly works shall vest in the Creator. The Creator may transfer to the University the author's economic rights in the scholarly works. The scope and terms of such transfer shall be set forth in a contract between the Creator and the University.
4. The University acquires the author's economic rights to the Work upon its acceptance. This provision also applies to computer programs and databases, which are works even if they are also scientific works. Acquisition occurs in all fields of exploitation known at the time of its creation.

CHAPTER III

Industrial Property Rights

§ 10.

Acquisition of rights to Employee Creative Results by the University

1. The rights to Employee Creative Results shall vest in the University.
2. Any civil law contract in connection with the performance of which a Creative Result may arise shall provide for provisions relating to the rights of use of such results by the University under the terms of these Regulations. Such contracts shall be concluded in writing under pain of nullity and shall specify,

in particular, the scope of the Creator's permitted use of the Creative Results, the rights to which the Creator is entitled, including remuneration, and the consequences of a breach of the Creator's obligation of confidentiality.

3. The University shall be entitled to use free of charge, within its own scope and for its own use, an invention, utility model or industrial design obtained with the assistance of the University in a situation where, in accordance with the concluded contract resulting in their creation, the rights to them are vested in the Creator.
4. Pursuant to the rules set forth in this paragraph, the University shall be entitled to rights to know-how, including in particular classified and confidential information, obtained in the performance of duties arising from the employment relationship or in connection with the performance of a civil law contract, the performance of which leads to the creation of know-how.
5. The funds obtained from the use of the Creative Results shall be divided between the University and the Creator in accordance with the provisions of these Regulations.

§ 11.

Provisions concerning the protection of Creative Results

1. The decision to file for protection with the appropriate office involved in granting protection for objects of industrial property and the industrial application of the Creative Results rests with the University. Independent filing of an application by the Creator of a Creative Result will constitute a violation of these Regulations tantamount to a breach of basic employment duties.
2. The costs of protection, in particular the official fees associated with the filing of the application referred to in paragraph 1 above, shall be borne by the Organizational Unit.
3. Decisions to extend the period or scope of protection of Creative Results shall be made by the Rector or a person authorized by him on the basis of the recommendation of UCTMTP.
4. The head of the organizational unit is responsible for organizing the research work in a way that ensures confidentiality with respect to the Employee Creative Results.

§ 12.

Rules governing the submission of Employee Creative Results

1. A Creator of Employee Creative Results is obliged to report them in writing, on the appropriate form (Appendix 1) available on the University's website or from the Officer, within 10 working days of their creation, to the head of the organizational unit in which he/she works or executes a civil-law contract, and to the Officer.
2. Upon receipt of the Creator's application, the Officer shall analyse the advisability of the University's application for legal protection, taking into account the factual and legal circumstances of a given application and shall consult the Head of the organizational unit. The Head of the organizational unit shall prepare this opinion in writing.
3. Within 30 days from the receipt of the Creator's application and the opinion of the Head of the organizational unit, the Officer takes a position on the advisability of the University's application for legal protection and communicates it to the Creator and the Rector. In the case of determining the lack of expediency, the position shall be communicated solely to the Creator.
4. Positive Position of the Officer shall specify in particular: the justification concerning the advisability of the University applying for legal protection of this Creative Result, the proposed method of protection of the Creative Result and the sources of financing this activity, assuming that the share of the Organizational Unit in which the work of the Creator is provided is 100%. In justified cases, the share of the resources of this Organizational Unit may be less, but not less than 60% of the costs related to the submission of the given Creative Result and, in the case of granting protection, the costs of its maintenance.
5. Final decision on applying for legal protection of a given Creative Result is made by the Rector.
6. In the case of the Rector's decision on refusal to apply for legal protection of a given Creative Result, the University shall be obliged, at the request of the Creator, to transfer to him/her free of charge, through a contract, the right to obtain: a patent, a protection right, an exclusive right or other rights.

7. Until the conclusion of the contract referred to in paragraph 6, and in the case of the Rector's decision on legal protection - until the date of receiving from the Office authorised to accept the application a confirmation of the application for the invention, utility model, industrial design, trademark, geographical indication and topography of integrated circuits, made in order to obtain protection, or a Community trademark, the Creator shall be obliged to maintain secrecy. If the interest of the University requires keeping the Creative Results secret for a longer period of time, the University may conclude an appropriate contract with the Creator in this respect.
8. The obligation to maintain secrecy referred to in paragraph 7 shall vest in the Creator also after the termination of the employment relationship or any other legal relationship linking him/her with the University.
9. If, after the initiation of a procedure aimed at providing legal protection for a Creative Work or during the course of such protection, compelling reasons arise prompting the University to abandon the application for protection or to cease maintaining legal protection for a Creative Work, the University shall not unreasonably withhold or delay the transfer of the rights therein to the Creator if the Creator is interested in such protection and declares that he will provide it at his own expense. The transfer of rights will be made on the basis of a contract which will specify the terms of payment for this transfer.

§ 13.

Principles of commercialization

1. Employee Creative Results which are the subject of the University's rights may be commercialized.
2. The basic ways of commercialization are:
 - 1) granting a license to use the Intangible Assets constituting Employee Creative Results to third parties for compensation (direct commercialization),
 - 2) disposal of transferable rights to Intangible Assets representing Employee Creative Results (direct commercialization)
 - 3) creation of a separate entity (Spin-off Company), in which shares or stocks will be acquired by a special purpose vehicle of the University (indirect commercialization).
3. The decision on commercialization and, in the case of a positive decision, the choice of its method is made by the Rector in accordance with Article 86e of the Act within 3 months from the date of receipt of information from the employee on the results of research or development work and the know-how related to these results.
4. The Rector may apply to a patent attorney or other entity with expertise to obtain a legal opinion on the possibility of obtaining legal protection of a given Intangible Asset constituting an Employee Creative Result.
5. The University forwards the decision on commercialization to the Creator at the correspondence address indicated in the form constituting Appendix 1 to the Regulations - Application for Creative Result.
6. If the Rector decides to withdraw from commercialization or after the ineffective expiry of the time limit referred to in para. 3, the University shall, within 30 days of the delivery of the decision on commercialisation or the ineffective lapse of the time limit for its delivery, be obliged to submit to the Creator, being its employee, an offer to conclude an unconditional and paid contract on the transfer of rights to research results or development works and know-how related to these results, including information, works together with the ownership of the media on which the works were recorded and technical experience. The remuneration due to the University for the transfer of rights cannot be higher than 10% of the minimum remuneration for work in force as of the date of conclusion of the contract. This contract shall be concluded in writing under pain of invalidity.
7. In case the employee does not accept the offer to conclude a contract referred to in paragraph 6, the rights to the results of scientific research or development work and the know-how related to these results, including information, works together with the ownership of the media on which these works were recorded and technical experiments, shall be vested in the University.
8. The provisions of paragraphs 3 to 7 shall not apply in cases where scientific research or development work was conducted:
 - 1) under a contract with a party financing or co-financing such research or work, providing for

- an obligation to transfer the rights to the results of the research or development work to that party or to an entity other than a party to the contract (contracted research or work);
- 2) with the use of funds, the rules of granting or use of which specify a different way of disposing of the results of scientific research or development work and know-how related to these results than specified in the Act.
9. The formation of Spin-Off Companies shall be in accordance with the rules hereinafter set forth.
 10. The Employee shall cooperate with the University to enable the maximum effective commercialization of the Employee Creative Results. The resulting costs shall be borne by the University.
 11. Decisions regarding the commercialization of Employee Creative Results shall be made in a manner that avoids conflicts of interest. In particular, persons related personally or financially to entities external to the University, involved in the process of commercialization of Employee Creative Results, such as licensees or rights purchasers, may not participate in these decisions. This provision does not apply to the Creator to the extent that the Creator co-determines the creation of a Spin-off Company with his or her participation or expresses an opinion on how to commercialize the Employee Creative Results.
 12. Disputes related to conflicts of interest referred to in paragraph 11 shall be resolved by the University Intellectual Property Committee.
 13. At any stage of commercialization, the Rector may decide not to pursue it further or to change the commercialization path.

§ 14.

Determining the conditions and amount of remuneration

1. Determining the conditions and amount of remuneration due to the Creator in the case of commercialization by the University of an Employee Creative Result created by the Creator, taking into account the provisions of Article 86f(1) and (2) of the Act, is the responsibility of the Rector.
2. The funds derived from the commercialization of the Employee Creative Result shall be used primarily to cover the costs of obtaining and maintaining its protection.
3. The rules of distribution of the funds obtained by the Spin-off Company from the commercialization of the Employee Creative Result shall result from the contract of this company or a separate contract concluded between the Creator and the University.
4. Unless the contract with the Creator provides otherwise, the Creator shall be entitled to the following from the University:
 - 50% of the value of the funds received by the University from direct commercialization, reduced by no more than 25% of the costs directly related to such commercialization that were incurred by the University. The remainder of the value of the proceeds will be divided within the University as follows:
 1. 20% as revenue to the University;
 2. 20% as revenue of the Organizational Unit in which the Creator works, half of which the Organizational Unit will use to advance the Creator's research objectives;
 3. 10% to a fund to support the protection of intellectual work at the disposal of the University.
 - 50% of the value of the funds received by the Spin-off Company from indirect commercialization, reduced by no more than 25% of the costs directly related to that commercialization that were incurred by the University or that Spin-off Company.
5. The distribution of commercialization funds shall be made annually, no later than 31 March of the calendar year.
6. The right to a portion of the commercialization funds referred to in paragraph 5 above shall be vested in the Creator for no longer than a period of five years from the date of receipt of the first commercialization funds.
7. Employee Creative Results may be used by their Creator for their own scientific and teaching activities at the University.
8. The Rector may propose a different, i.e. more beneficial for the Creator, way of distribution of the funds obtained from the commercialization of Employee Creative Results, if he deems it appropriate taking into account the circumstances of this particular case.

9. The Creator shall not be entitled to compensation for the use of the Employee Creative Results by the University for research or teaching purposes.
10. The rules for the distribution of funds obtained from the commercialization of Employee Creative Results shall continue to apply after the termination of the Creator's employment, unless otherwise determined by the Intellectual Property Committee due to special circumstances.
11. If more than one person has a share in the funds obtained from the commercialization of an Employee Creative Result, the University Intellectual Property Committee shall recommend to the Rector or designee to determine the shares of each eligible person according to their contribution to the creation of the Employee Creative Result. However, if these persons have previously entered into a contract governing this matter, that contract will be binding. If no contract has been concluded and it is excessively difficult or impossible to determine the contribution to the creation of the Employee Creative Result, the share of the funds obtained from its commercialization shall be divided equally among the Creators.
12. Employee shall not have any rights to share in the funds obtained from the commercialization of the Employee Creative Result owned by the University until a contract to that effect is signed between the University and Employee, consistent with the findings of the University Intellectual Property Committee on the matter as approved by the Rector.

§ 15.

Other provisions relating to Employee Creative Results

1. Contracts for the performance of research and development work to which the University is a party shall specify the terms on which the parties shall be entitled to use the Creative Results created in the performance thereof, it being the responsibility of the Head of the organizational unit to which the work or services are provided by the Creator to seek to secure exclusive rights in such results for the University.
2. If Employee Creative Results arise from work performed by a team under the direction of the University, which includes other individuals in addition to University employees, the team leader is responsible for signing a contract with those individuals reserving property rights in the Creative Results to the University.
3. An employee of the University who participates in the work of a team acting under the direction of another institution, including foreign institutions, in the performance of tasks under the employment relationship, is obliged to immediately inform in writing the Head of the organizational unit of the creation of the Creative Result and to ensure that the University is provided with an appropriate share of the rights to this result.
4. An employee of the University who is the Creator of an invention registered in another Organizational Unit which has used information from research, research & development etc. work performed within the scope of their employment with the University, shall immediately inform in writing the Head of the Organizational Unit in which he/she performs work for the University.
5. In the event of undertaking, with the consent of the Rector expressed in writing under pain of invalidity, individual cooperation with an external entity concerning Creative Results, a University Employee is obliged to avoid a situation of conflict of interest in relation to the University, and if such a situation arises or there is a reasonable fear that it may arise - he/she is obliged to immediately inform the Head of the organizational unit in which he/she provides work about it in order to agree on further proceedings.
6. The Rector or their designee shall periodically audit the University's rights in the Creative Results. The purpose of the audit shall be, in particular, to determine what income the University derives from them and whether it is profitable to maintain protection, and what action should be taken to facilitate their effective exploitation. If, as a result of the audit, the University is not interested in further protection and commercialization of the Employee Creative Result, it is required to notify the Creator and, upon the Creator's request, transfer those rights to that result to the Creator.
7. The University entering into contracts for domestic or foreign internships or fellowships for University Employees in connection with activities designed to produce Creative Results may reserve the right to designate in those contracts the entity authorized to evaluate the Creative Results produced during the internship or fellowship and the terms and conditions for the use of the rights in those results.

8. Employee Creative Results, including unpatented inventions and unregistered utility models, industrial designs, scientific findings, know-how, created in the performance of duties under the employment relationship, the rights to which are vested in the University, shall constitute the secret of the University. The Rector or a person authorized by the Rector shall be released from the obligation of secrecy in writing under pain of invalidity.
9. The provision of the preceding paragraph shall not apply whenever the applicable law provides for the obligation to exempt from secrecy.
10. The University's secret referred to in paragraph 8 shall be in particular technical, technological, organizational information concerning Creative Results. This includes the program of these works, the preparation, course and results.
11. The Creator is obliged not to disclose in publications - without the prior consent of the University expressed in writing under pain of invalidity - information about the Employee Creative Result which would enable other persons to obtain material benefits from its economic use.
12. Before admitting students, diploma students, doctoral students or other persons not in an employment relationship with the University to scientific and research work, the Head of an organizational unit shall be obliged to conclude a contract ensuring that the University acquires the rights to Employee Creative Results.

CHAPTER IV

University Intellectual Property Committee and Intellectual Property Protection Officer

§ 16.

Organization of the Committee's work

1. The Committee consists of at least 6 members. In the committee sit *ex officio*: University Vice Rector for Science and International Cooperation, University Vice Rector for Organization, Promotion and University Development, Chancellor and Officer. The remaining members of the Committee are appointed and dismissed by the Rector. The term of office of the Committee is four years.
2. The Chairman of the Committee is the Vice Rector of the University for Science and International Relations.
3. The secretary of the Committee is the Officer, who is responsible for the administrative service of the Committee, keeping records and presenting resolutions to the Rector for approval.
4. The Committee makes decisions and expresses opinions in the form of resolutions, which are drawn up in writing. Adoption of a resolution requires an absolute majority of votes.
5. If the Committee makes a decision or expresses an opinion on a matter in which a member has a personal or pecuniary interest, the member shall not vote.
6. A member of the Committee shall also abstain from voting when giving an opinion on a matter in which that member participated at previous stages in the decision-making process.

§ 17. Competence

The competence of the Committee shall include:

1. Proposing decisions provided for in these Regulations to the Rector.
2. Proposing decisions to the Rector regarding possible conflicts of interest arising during the management of Intangible Assets of the University, including the creation of Spin-off Companies.
3. Analyzing the application of the Regulations and proposing to the Rector of the University amendments to the Regulations.
4. Expressing opinions on the University's policy on matters related to the protection and commercialization of Employee Creative Results and presenting them to the Rector.

§ 18.

Proceedings of the Committee

1. The Committee shall make all determinations promptly. Employees involved in the creation of

Employee Creative Results shall have the right to meet with the Committee to present additional information or materials.

2. The Committee shall make its decisions in writing stating the facts found and the reasons therefor and shall submit its proposed decisions to the Rector.
3. The decision of the Committee can be appealed by the Creator within 14 days from the date of its delivery to the Rector. The decision of the Rector is not subject to appeal.
4. The provisions defining the competence of the Committee to settle disputes do not prevent the parties from pursuing their rights before common courts.

§ 19.

Rector's Intellectual Property Protection Officer

1. The function of University's Intellectual Property Protection Officer, until the establishment of a unit responsible for the protection of Intangible Assets of the University, is performed by the Manager for the Commercialization of Research and Protection of Intellectual Property of the Poznan University of Medical Sciences.
2. The tasks of the Officer are defined in their job description and these Regulations, in particular in the provisions of § 12 and 16.
3. The Rector may also entrust the Officer with other duties, which in order to be valid require a written form.

CHAPTER V

Creation of Spin-off Companies

§ 20.

Establishment of a Spin-off Company

1. A Spin-off Company shall be formed by an employee - the Creator and UCTMTP - a company in which the University owns 100% of the shares, established to manage the intellectual property of the University. A third party ("Investor") may also participate in the creation of the Spin-off Company.
2. In a justified case, after the University Intellectual Property Committee has given its opinion, the Rector may agree, in writing under pain of invalidity, to another company, in which the shareholder will not be UCTMTP, but will be the Creator, to use the Employee Creative Results of that Creator, against appropriate remuneration.
3. In deciding whether to form a Spin-off Company, consideration shall be given to:
 - 1) interest of the University,
 - 2) interest of the University Employee applying to form the Company,
 - 3) the object of the Spin-off Company,
 - 4) impact on current and future time commitment of University Employees,
 - 5) use of technology owned by the University or a subsidiary of the University,
 - 6) use of University resources,
4. The decision to grant approval for the creation of a Spin-off Company shall be made by the Rector of the University, upon the proposal of the Board of Directors of UCTMTP, after consultation with the Bursar of the PUMS.

§ 21.

Conflict of interest

A conflict of interest that may arise in connection with the creation of a Spin-off Company should be resolved by the Rector after consultation with the University Intellectual Property Committee.

§ 22.

Employees

1. Subject to the regulations of the University and the rules developed under these Regulations, an

Employee may:

- a. hold shares or option rights to acquire shares in the Spin-off Company,
 - b. participate in the bodies of the Spin-off Company,
 - c. be a consultant to the Spin-off Company.
2. A full-time employee of the University may be employed by the Spin-off Company, after obtaining written (under pain of nullity) consent of the University, which shall be granted by the Rector on the basis of a positive opinion of the Head of the organizational unit in which the Employee provides work.

§ 23.

Confidentiality

The obligation of confidentiality on the part of the University's employees and other persons and institutions participating in the creation of the Spin-off Company is governed by the provisions of these Regulations.

§ 24.

Shares in the Spin-off Company

1. In creating the Spin-off Company, the University acts through UCTMTP, a company in which the University holds a 100% interest, established to manage the intellectual property of the University
2. The basis of the relationship between the University and UCTMTP in this regard is a contract between them for the management of the University's Intangible Assets by UCTMTP.
3. UCTMTP shall subscribe for shares in each Spin-off Company in an amount dependent on the University's contribution to the establishment and operation of that company, but not less than 20%.
4. The University shall offer shares in the Spin-off Company to University Employees in consideration of their contributions to the process of producing the Employee Creative Results.
5. In an exceptional case, the University, following consultation with all interested parties, may refuse participation in the Company to a University Employee who has contributed to the process of producing Employee Creative Results.
6. Profits from the Spin-off Company accruing to UCTMTP, and profits from the sale of shares in the Spin-off Company, shall be distributed in accordance with the terms of these Regulations.
7. If necessary, a contract may be entered into between the Spin-off Company and the University regarding the use of University resources for a fee.

§ 25.

Detailed procedure for the establishment of the Spin-off Company

Detailed procedure for the creation of a Spin-off Company and specimens of forms and contracts concluded within the procedure for the creation of such companies, will be each time regulated by instructions of the UCTMTP Board and will be made available, together with the necessary advisory assistance, at the UCTMTP premises.

CHAPTER VI

Final provisions

§ 26.

Logo of the University

1. When concluding a contract on the commercialization of Employee Creative Results, as well as when deciding on the establishment of a Spin-off Company, the University may grant the other party to the contract or the company the right to use the logo of the University in activities related to the exploitation of Employee Creative Results. A precondition for using the University's logo is including an information on the Employee Creative Results' association with the University.
2. The University may permit the other party to the contract referred to in paragraph 1 or the Spin-off Company to use the term "*created as a result of research work at the Poznan University of Medical Sciences*", or an equivalent expression, in relation to products related to the transferred Employee Creative Results.

3. The authorizations referred to in paragraphs 1 and 2 may be revoked by the University with immediate effect in the event of failure to comply with the established conditions for the use of the logo or terms indicating a connection with the University.

§ 27.

University Infrastructure

1. The University may, in connection with the commercialization of Employee Creative Results, permit the use of University infrastructure such as research facilities or apparatus.
2. As a rule, remuneration for the use should take into account market prices, unless it is justified to grant preferential terms for a specific period of time.

§ 28.

Other Provisions

1. Unless the Regulations provide otherwise, decisions on matters covered by the Regulations shall be made on behalf of the University by the Rector.
2. The Regulations come into force on the day of their adoption by the University Senate.