Resolution No. 13/2021
of the Senate of Lodz University of Technology
of 28 April 2021

# Rules and regulations for the management of intellectual property rights and the principles of their commercialization Lodz University of Technology

Based on Article. 152 sec. 1 point 1 of the Act of July 20, 2018 - Law on Higher Education and Science (i.e. Journal Of Laws of 2021, item 478, as amended amended), the following is resolved:

§ 1

The Senate of Lodz University of Technology adopts Rules and regulations for the management of intellectual property rights and the rules for their commercialization at Lodz University of Technology, which constitute an attachment to this resolution.

§ 2

Resolution No. 1/2017 of the Senate of Lodz University of Technology of 22 February 2017 is hereby repealed. REGULATIONS on managing intellectual property rights and the principles of commercialization of the results of scientific research and development works at Lodz University of Technology.

§ 3

The resolution comes into force on April 28, 2021.

# Rules and regulations

# for the management of intellectual property rights and the principles of their commercialization Lodz University of Technology

## Chapter 1
## General provisions

In matters not covered by the Regulations, the following shall apply:

1) Act of July 20, 2018 - Law on Higher Education and Science (i.e. Journal Of Laws of 2021, item 478, as amended);
2) the Act of February 4, 1994 on Copyright and Related Rights (i.e. Journal Of Laws of 2019, item 1231, as amended.), hereinafter referred to as the Act on Copyright and Related Rights;
3) the Act of June 30, 2000 - Industrial Property Law (i.e. Journal Of Laws of 2021, item 324);
4) Act of June 26, 2003 on the legal protection of plant varieties (i.e. Journal Of Laws of 2021, item 213);
5) Act of 27 July 2001 on the protection of databases (i.e. Journal Of Laws of 2021, item 386);
6) the Act of April 16, 1993 on Unfair Competition (i.e. Journal Of Laws of 2020, item 1913);
7) Act of September 15, 2000 - Commercial Companies Code (i.e. Journal Of Laws of 2020, item 1526, as amended).

## Chapter 2
## Definitions

1. Whenever the regulations mention:
   1) **CIP** - it is understood as the Center for Innovation and Entrepreneurship acting as an organizational unit in the Rector's administration;
   2) **STT** - it is understood as the Technology Transfer Section which is an internal unit in the Center for Innovation and Entrepreneurship;
   3) **SRP** - means the Patent Attorneys' Office, which is an internal unit at the Center for Innovation and Entrepreneurship;
   4) **intellectual property** is understood as the results of scientific research or development work which constitute:
      a) works within the meaning of the Act on Copyright and Related Rights, including scientific works and works of a didactic and popular nature.
      "A work should be understood as any manifestation of creative activity of an individual nature, established in any form, regardless of its value, purpose and manner of expression"[1] ,
      "Scientific works should be understood as works which are the result of a scientific cognitive process and which, at the same time, in their basic communicative function, are oriented not 'towards themselves', as in artistic works, but towards the presentation of an objectively existing reality. Scientific works include, in particular, doctoral and postdoctoral theses, as well as works prepared as part of the plans of a given organizational unit or created at the request and under the supervision of the supervisor of a given employee. "[2] ,
      b) computer programs and databases having the nature of a work within the meaning of copyright, including all forms of expressing the program, in the form of design, production and utility documentation. In the case of algorithms, the object of protection under copyright law is the so-called source code, in text form,

[1] Art. 1 sec. 1 of the Act of February 4, 1994 on copyright and related rights (i.e. Journal of Laws 2019, item 1231, as amended).
[2] *Copyright and related rights. Komentarz,* Red. J. Barta, R. Markiewicz, Wyd. 5, Wolters Kluwer Polska Sp. z o. o 2011, pp. 156-157.

c) objects - objects for the protection of industrial property rights constituting inventions, utility models, industrial designs, trademarks, topographies of integrated circuits as well as grown or discovered and derived plant varieties within the meaning of the Industrial Property Law Act and know-how, i.e. technical and technological information not disclosed to the public , organizational or other with economic value, such as research methods, microorganisms, general concepts of problem clarification, audiovisual educational materials;

5) **employee intellectual property** - it is understood as intellectual property created as part of the performance of duties under the employment relationship and intellectual property created outside the employment relationship, on the basis of an agreement concluded between the Author and Lodz University of Technology;
6) **intellectual property obtained with the help of TUL** - it means intellectual property created with the use of organizational, technical, material or other conditions created by TUL, without which intellectual property would not be created;
7) **non-employee intellectual property** - it shall mean intellectual property created under conditions other than those specified in points 5 and 6;
8) **authors** - this includes all co-authors of intellectual property;
9) **special purpose vehicle / SPV** - it is understood as TULVENTURE Sp. z o. o.
10) **spin-off company** - it is understood as a commercial company in which a special purpose vehicle holds shares;
11) **direct commercialization** - it is understood as selling the results of scientific activity or know-how related to these results or putting these results or know-how into use, in particular on the basis of a licence, rental and lease agreement;
12) **indirect commercialization** - it is understood as taking up or acquiring shares or stocks in companies or subscribing for subscription warrants which entitle to subscribe for or acquire shares in companies, in order to implement or prepare for implementation the results of scientific activities or know-how related to these results;
13) **commercialization** - without further specification, it is understood as direct or indirect commercialization.

2. Definitions of the concepts included in sec. 1 points 5 and 6 also include intellectual property which is a part or an unfinished fragment of the work.

## Chapter 3
## The scope of application of the regulations

### § 1
### Subject matter scope

1. The provisions of the Regulations apply to persons in an employment relationship with TUL.
2. The provisions of the Regulations also apply to students, doctoral students or other persons who do not have an employment relationship with TUL, if so stipulated in the contract concluded between TUL and a student, doctoral student or other person. The contract on behalf of TUL is concluded by the authorised head of the organizational unit in which the intellectual property arises, in accordance with the template specified in Appendices 1 and 2 to the Regulations, respectively.

### § 2
### Object matter scope

1. The provisions of the Regulations apply to employee intellectual property. Intellectual property created as a result of scientific activities, university projects and obtained during scholarships or scientific leaves granted by Lodz University of Technology for the performance of specific tasks, is classified as work as part of the performed employee duties.
2. The provisions of the Regulations also apply to non-employee intellectual property and intellectual property created with the help of TUL, if the property rights to them were contractually transferred by the Author to TUL under the conditions provided for in these Regulations.
3. Property rights to intellectual property arising from the implementation of contracts financed or co-financed by public administration bodies, including those competent in matters of science and higher education (including individual, commissioned and targeted research projects), contracts for research, development, service and implementation, ordered by entrepreneurs, other external entities or performed under international or Community programs, are entitled to TUL in full, unless the contract provides otherwise.

Chapter 4

## Objects of copyright and legal protection

§ 3

Employee works

1. TUL is entitled to proprietary copyrights to employee works, which are not scientific works, in all fields of exploitation known at the time of the creation of the work, including in particular the fields of exploitation specified in art. 50 of the Act on Copyright and Related Rights.
2. All materials developed in order to carry out didactic tasks, falling within the scope of the author's employee duties, constitute employee works within the meaning of the Act on Copyright and Related Rights. For their use outside TUL, it is necessary to obtain a written consent of the head of the organizational unit in which they were developed.
3. The author's moral rights to a scientific work are vested in the Author of the scientific work and, in accordance with the Act on Copyright and Related Rights, they include the right to:
   1) authorship of the work;
   2) marking the work with the name or pseudonym or sharing the work anonymously;
   3) inviolability of the content and form of the work and its reliable use;
   4) decide on the first release of the work to the public;
   5) supervision over the way the work is used.
4. Proprietary copyrights to a scientific work include the right to:
   1) use the work;
   2) dispose of the work in all fields of exploitation;
   3) remuneration for the use of the work.
5. Author's economic rights to a scientific work are vested in the author with the following reservations:
   1) The right of first publication of a scientific work shall be vested in TUL under the conditions laid down in paragraph 6;
   2) TUL has the right to make a scientific work or the scientific material contained therein available to third parties, if this results from the intended use of the work agreed with the Author or if it is provided for in a separate agreement concluded with the Author.
6. The conditions for the first publication of a scientific work referred to in § 3 para. 5 and the principles of disseminating a scientific work are specified in the publishing agreement concluded by TUL with the Author, the specimen of which is attached as Appendix 3 to the Regulations.
7. An employee is prohibited from disclosing, in a scientific work, information on the objects of industrial property vested in TUL under these Regulations or separate agreements, in particular if their disclosure would make it difficult or impossible to obtain legal protection for those objects or to commercialize them.
8. Co-authors shall be obliged to agree on a common position in matters concerning them and to appoint a representative from among themselves to represent their interests towards the University.

§ 4

Computer programs and databases

1. Property rights to computer programs and databases constituting employee intellectual property belong to TUL and include the right to:
   1) permanent or temporary multiplication of the program or database in whole or in part, by any means and in any form;
   2) translation, adaptation, rearrangement or any other changes while maintaining the rights of the person who made these changes;
   3) distributing the original or a copy, including through rental or lease agreements.
2. The Authors of employee computer programs and databases are obliged, immediately after their creation, to submit such works to the Center for Innovation and Entrepreneurship - Technology Transfer Section, on the appropriate form, the model of which is set out in Appendix 4 to the Regulations, in paper and electronic versions, after prior approval. by the head of the organizational unit.

Chapter 5

## Objects of industrial property

§ 5

Rights to industrial property objects

1. Right to:
   1) patent for an invention,
   2) protection right for a utility model,
   3) rights from registration of an industrial design,
   4) rights from registration of integrated circuit topography,
   5) additional protection right for a bred or discovered and developed plant variety

   are entitled to TUL if the invention, utility model, industrial design, integrated circuit topography or a bred or discovered and derived plant variety constitute employee intellectual property. This rule also applies to rights to accompanying materials, providing explanation or information (technical documentation, manual, description, diagram).
2. TUL is entitled to use on its own the objects of industrial property made with the help of TUL within the meaning of Chapter 2 sec. 1 point 6.
3. The Author of an employee's industrial property object is entitled to:
   1) personal rights, in particular the right to mention it in descriptions, registers, publications and in any documents as the Author of the object;
   2) in the event that TUL obtains financial benefits from commercialization - the right to remuneration.
4. All provisions relating to employee industrial property objects apply accordingly to know-how (understood in accordance with Chapter 2, section 1, point 4, letter c).
5. The Authors of employee know-how are obliged, immediately after its creation, to submit such know-how to the Center for Innovation and Entrepreneurship on an appropriate form, the specimen of which is set out in Appendix 5 to the Regulations, in paper and electronic versions, after its prior approval by the head of the organizational unit.
6. The Authors of employee know-how are required to create an application only in two paper copies and are required to properly secure the content in an electronic version in an encrypted file, as well as not to disclose the know-how to third parties.

§ 6

Procedure for obtaining protection of industrial property objects

1. The author of a new object of industrial property, being the employee's result of intellectual work at TUL, is obliged to immediately report it to the head of the organizational unit in which he/she is employed. The application for an object of industrial property must be made on an application sheet for an object of industrial property, a specimen of which is specified in appendix no. 6 to the Regulations, and contain a description of the object.
2. In order to prepare the description of the submitted object of industrial property, referred to in paragraph 1, the author is obliged, among others, to:
   1) acquaint himself/herself with the state of the art on the subject he/she is describing, in particular with the patent literature and publications in scientific journals on this subject, and describe known solutions similar to the subject of his/her application and point out flaws and/or problems in existing solutions;
   2) indicate what technical problem the industrial property object solves;
   3) indicate how the technical problem is solved and what technical means (key/essential features of the solution) are used to solve the indicated technical problem, by discussing the solution in detail;
   4) determine the advantages of the solution with respect to the state of the art, i.e. additional technical effects achieved in addition to the key effect of the object of industrial property;
   5) provide at least one example of the implementation of the submitted solution.
3. If the head of the organizational unit in which the author is employed decides that the TUL Patent Attorneys' Office prepares an examination of the state of the art of the object of industrial property applied for, the head is obliged to indicate the source of financing of such an examination.
4. The head of the organizational unit referred to in paragraph 1 shall take a decision on submitting an object of industrial property for legal protection or on maintaining its confidentiality (know-how), their opinion, together with the justification, shall be placed in the "opinion of the head of the organizational unit" section of the application sheet, together with their signature.
5. If the head of the organizational unit decides not to submit an object of industrial property for legal protection, the author is obliged to report such an object as know-how, in accordance with § 5 sec. 5.

6. If the head of the organizational unit decides to protect the object of industrial property, the author submits a complete set of documentation: description of the object of application, application sheet for the object of industrial property and required agreements to the TUL Patent Agent or to the patent office authorised by the Rector to represent TUL before the Patent Office of the Republic of Poland. The submission of a description together with the application sheet and the required agreements to the TUL Patent Agent is treated as a formally filed application on the date they are registered in the incoming letters journal of the Patent Attorneys' Office TUL Patent Agent or patent office issues an opinion on the possibility of filing an industrial property application for protection , which is included in the invention application sheet. Subsequently, the opinion-giving unit submits the documentation (item description together with the form) to the Rector of the University of Łódź, who takes a decision on submitting the industrial property item for legal protection or not submitting the industrial property item for protection (know-how).
7. If the Rector of TUL changes the decision of the head of the organizational unit, he informs the head of the unit about such change.
8. If the Rector of TUL decides to keep the object of industrial property confidential, the Rector submits the documentation (description of the subject together with the sheet) again to the organizational unit of TUL in which it was established, and in the event of a decision on legal protection, he submits the documentation to the University's Patent Agent or to a patent office.
9. In the event of making a decision on confidentiality, the Author is obliged to keep the object of industrial property secret.
10. The obligation of secrecy referred to in paragraph 9 shall remain with the author also after the termination of the employment relationship. The Author agrees to keep the submitted know-how confidential for the duration of the employment relationship and also for 5 years after its termination by signing a relevant clause included in the know-how application constituting the Appendix no. 5 to these Regulations.
11. In the event of a decision to submit an industrial property object for legal protection, the Author is obliged to maintain the above-mentioned item in secret until the receipt of the confirmation of the application at the Patent Office of the Republic of Poland.
12. The costs of filing, granting and maintaining legal protection of the object of industrial property in the Patent Office of the Republic of Poland shall be borne by the organizational unit in which the above-mentioned in which the object was created. The decision to maintain the legal protection of the object is made by the head of the organizational unit on the basis of an independent analysis of the advisability of maintaining this protection.
13. If the head of an organizational unit makes a decision to cease to maintain legal protection of an object of industrial property submitted for protection in the Patent Office of the Republic of Poland, the Author may apply to Lodz University of Technology for the transfer of rights to this object. The head of the organizational unit is obliged to immediately inform the Patent Attorneys' Office at the Center for Innovation and Entrepreneurship about the cessation of legal protection of the object of industrial property.
14. In the case of industrial property objects that are or were subject to the commercialization process, the head of the unit may not stop maintaining protection without the consent of the Rector of TUL.
15. In the case of applying for foreign protection of an object of industrial property, the head of the organisational unit in which the object originated is obliged to apply to the Rector of Lodz University of Technology with a letter informing that such a decision has been taken and indicate the source of financing for this application and the entire procedure in order to obtain and maintain foreign protection . At the same time, the head of the organizational unit is obliged to immediately inform TUL Patent Agent about it. The decision to notify the object of industrial property abroad should be preceded by an analysis of the purposefulness of this application (e.g. the expected commercialization of the object abroad, interest of foreign contractors in this subject) and the possibility of financing the entire procedure in order to obtain foreign protection and maintain foreign protection of this object.
16. If the Rector of TUL makes a positive decision to register the object of industrial property abroad, the Rector transfers the case to the TUL Patent Agent or patent office, and in the event of a negative decision, the Rector informs the head of the organizational unit.
17. The author is obliged to inform the TUL Patent Agent that an industrial property item has been applied for protection at the Patent Office of the Republic of Poland by an external office and to immediately submit the application documentation to the TUL Patent Agent. The documentation includes the application sheet for the object of industrial property (according to Appendix 6 to the Regulations), containing the justification of the head of the organizational unit from which the reported object originates, regarding the necessity and purposefulness of submitting such an application by an external office, description of the object of industrial property in the version sent to the Patent Office of the Republic of Poland, a photocopy of the confirmation of the application certified to be a true copy of the original and an agreement on joint

rights to / from a patent, if Lodz University of Technology is the only joint-owner of the exclusive right to the reported object.

18. If the object of industrial property is submitted for protection at the Polish Patent Office by an external office, the Author is also obliged to inform the TUL Patent Agent about obtaining legal protection or the lack thereof.
19. In the event of obtaining legal protection for the object of industrial property submitted for protection at the Patent Office of the Republic of Poland by an external office, the author is obliged to provide TUL Patent Agent with:
    1) the final version of the description of the industrial property object for which protection has been granted;
    2) a photocopy of the decision on granting an exclusive right certified to be a true copy of the original;
    3) a photocopy of the document confirming obtaining the exclusive right, certified to be a true copy of the original.
20. In the event of a refusal to obtain legal protection for the object of industrial property submitted for protection in the Patent Office of the Republic of Poland by an external office, the author is obliged to provide the TUL Patent Agent with:
    1) a photocopy of the decision of the Patent Office of the Republic of Poland to refuse to grant protection, certified as a true copy of the original;
    2) in the event of an appeal against the decision of the Patent Office of the Republic of Poland, a photocopy of the final decision or a photocopy of the final judgment, certified to be true to the original.
21. If the Author agrees to the transfer of his/her exclusive right to TUL, he/she is obliged to conclude a contract for the transfer of intellectual property rights, the template of which is set out in Appendix 7.
22. The author is obliged to cooperate wit TUL Patent Agent within the time limit indicated by the TUL Patent Agent in order to prepare a response to the notification from the Patent Office of the Republic of Poland informing about the existence of obstacles to obtaining the exclusive right.
23. If the author fails to present a position on the notification of the Patent Office of the Republic of Poland about the existence of obstacles to obtaining the exclusive right and the expiry of the deadline indicated by the TUL Patent Agent, referred to in para. 22, it is assumed that the organizational unit is not interested in further proceedings in order to obtain the exclusive right. This will result in a lack of response to the notification and, consequently, a refusal to grant an exclusive right.
24. In the event that TUL is one of the joint-owners of the exclusive right, there is an obligation to conclude an agreement on joint right to / from the exclusive right, which is reviewed by the TUL Patent Agent and TUL legal services.
25. The heads of TUL organizational units are obliged to submit, by February 15 of a given year, to the Vice-Rector for Development and the Patent Attorneys' Office, a list of granted exclusive rights and submitted applications for granting exclusive rights in the previous year. The above list concerns applications and granted exclusive rights, in which TUL was not represented by the TUL Patent Agent.
26. The TUL Patent Agent informs the Center for Innovation and Entrepreneurship - Technology Transfer Section on an ongoing basis about industrial property objects submitted for protection.

§ 7

The confidential results of intellectual work

1. The head of the organizational unit is responsible for organizing the research work in such a way that it does not infringe the rights of third parties and the rights of the unit.
2. In relation to the know-how, the head of the organizational unit decides to keep the object secret. Such a decision may be made due to the important economic interest of TUL and should take into account the legitimate interests of the Author.
3. The head of the organizational unit deciding to keep the object secret is obliged to ensure the technical and organizational conditions enabling the confidentiality of intellectual property to be maintained (determination of the list of persons with access to intellectual property).

§ 8

Principles of commercialization of results of scientific research and development works

1. The university, by way of an agreement, entrusts a special purpose vehicle (SPV) with the management of industrial property rights and the results of research and development works, for the purpose of their indirect commercialization.
2. Upon notification by the Author of employee industrial property objects, computer programs, databases and know-how, as well as any other results of scientific research and development work, the Author may also

submit a written declaration of interest in transferring the rights to these results to him/her, constituting an integral part of Appendices 4-6 to the Regulations or by way of a separate declaration submitted in writing within 14 days from the date of providing information about these results, the template of which is set out in Appendix 8 to the Regulations.

3. In the event of ineffective expiry of 14 days for the author to make a declaration, the rights remain the property of the University.
4. The Center for Innovation and Entrepreneurship takes a decision on commercialization within 3 months of receiving a declaration from the Author. The three-month period referred to in this paragraph shall run from the date of submitting the declaration by the author.
5. The Head of the Center for Innovation and Entrepreneurship, within 30 days of making the decision not to commercialise, submits to the Author who is an employee an offer to conclude an unconditional and paid agreement for the transfer of intellectual property rights.
6. The agreement referred to in para. 5 is concluded in writing, otherwise null and void, according to the template set out in Appendix 9 to the Regulations.
7. TUL's net remuneration for the transfer of intellectual property rights referred to in par. 5, is 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. The authors who are employees contribute them in proportion to their percentage share in the intellectual property rights, specified in accordance with Appendices 4-6 to the Regulations.
8. The remuneration referred to in paragraph 7 is due to the Innovation and Entrepreneurship Center.
9. If the Author who is an employee does not accept the offer to conclude the contract referred to in paragraph 5 intellectual property rights remain the property of TUL. In the case of commercialization by the Center for Innovation and Entrepreneurship - the Author who is an employee is entitled to the remuneration referred to in paragraph 12, in proportion to its share.
10. The provisions of § 7 do not apply to cases where scientific research or development work was conducted:
    1) on the basis of an agreement with the party financing or co-financing these research or works, providing for an obligation to transfer the rights to the results of scientific research or development work for that party or for an entity other than the party to the contract (research or commissioned work);
    2) with the use of financial resources, the rules of granting or using which define a method of disposing of the results of scientific research or development works, and the know-how related to these results, other than in the Act.
11. The Author who is an employee is obliged to:
    1) the confidentiality of research or development results and the know-how related to those results;
    2) providing the special purpose vehicle with all information in its possession, works together with the ownership of the carriers on which these works were recorded, and technical experience necessary for commercialization;
    3) refrain from carrying out any activities aimed at implementing the results on their own;
    4) cooperation in the commercialization process, including proceedings aimed at obtaining exclusive rights - no longer than for the duration of the rights of TUL.
12. In the case of commercialization by the Center for Innovation and Entrepreneurship:
    1) authors are entitled to 60% of the value of funds obtained by TUL from direct commercialization, reduced by 25% of costs directly related to this commercialization, which were incurred by TUL;
    2) the Author who is an employee and persons who transferred the rights to the results of research and development to TUL are entitled to remuneration until TUL obtains funds from commercialization, in accordance with paragraph 12 point 1.
    3) The University is not obliged to remunerate non-employee authors for commercialization who have not transferred their rights to the University;
    4) funds obtained by TUL from direct commercialization - after deducting the amounts due referred to in sec. 12 point 1 are allocated in the first place to cover the remaining value of costs directly related to commercialization (75% of costs), which were incurred by TUL. The remaining funds are broken down as follows:
        a) the organizational unit in which the object of commercialization was created is entitled to 80% of the value of funds obtained by TUL from commercialization,
        b) The Center for Innovation and Entrepreneurship is entitled to 20% of the value of funds obtained by TUL from commercialization.
    5) in the case of indirect commercialization, the Author who is an employee and persons who transferred the rights to the results of research and development to TUL are entitled to 60% of the funds obtained by TUL as a result of a given indirect commercialization, reduced by 25% of the costs directly related

to this commercialization, which were incurred by TUL or a special purpose vehicle. The Author who is an employee and persons who transferred the rights to the results of research and development to TUL may decide to receive the funds referred to above in the form of shares or stocks equivalent to 60% of the funds obtained by TUL as a result of a given indirect commercialization, reduced by 25% of costs directly related to this commercialization, which were incurred by TUL or a special purpose vehicle;

6) in the event that the share in the right has been transferred in accordance with para. 5, Authors who are employees are not entitled to the remuneration referred to in point 1 and point 4. This remuneration is due to persons who transferred the rights to the results of scientific research and development works to Lodz University of Technology.

13. In the case of commercialization carried out by the Author who is an employee - TUL is entitled to 25% of the value of the funds obtained by the Author from commercialization, reduced by 25% of the costs directly related to this commercialization, which were incurred by the Author. The rights to the results of research and development works are transferred to Lodz University of Technology by concluding a contract according to the template constituting Appendix No. 7 to the Regulations.
14. 80% of the amount due to TUL, referred to in sec. 13 is granted to the organizational unit in which the object of commercialization was created, and 20% to the Center for Innovation and Entrepreneurship.
15. The costs incurred by TUL related directly to commercialization are understood as documented external costs, in particular the costs of legal protection, expert opinions, valuation of the object of commercialization and official fees. These costs do not include the costs incurred before the decision on commercialization and the remuneration referred to in paragraph 8.
16. The provisions of § 8 in the scope concerning, respectively, the amount of remuneration and share in the funds obtained from commercialization, determine the amount of the total remuneration and share in these funds, due to:
    1) Authors who are part of the research team from TUL;
    2) TUL from Authors who are part of the research team.
17. An author who is part of a research team has the right to claim from TUL their share in the commercialization funds referred to in paragraph 16.
18. An Author who is part of the research team is responsible to TUL for the obligations referred to in sec. 16, up to the amount of their share in the joint ownership of the results of scientific research or development work and the know-how related to these results.
19. The provisions laid down in §8 with regard to the right to the results or the manner and mode of commercialization, with the exception of the principles of remuneration and distribution of resources from commercialisation, may, in specific and justified cases, be regulated differently by agreement between the author who is an employee and TUL.
20. The author is not entitled to remuneration for the use by Lodz University of Technology of employee objects of industrial property for purposes related to the activities of Lodz University of Technology, including in particular research, teaching, education and promotion.

## Chapter 6
## **Other provisions concerning employee intellectual work results**

### § 9
### Ensuring that the rights of Lodz University of Technology are respected

1. Employees conducting negotiations on the terms of contracts for the performance of research and development works on behalf of TUL should strive to provide TUL with:
    1) the right to publish the resulting intellectual property;
    2) rights to inventions, utility models, industrial designs, integrated circuit topography and plant varieties bred or discovered and derived in the performance of the contract (the contractor has the right to use them on the basis of a licence);
    3) the right to exclusive dissemination of work results;
    4) the contractor's obligations to conclude an additional implementation agreement with TUL (author's supervision) in the event of the implementation of intellectual property.

    Any deviation from these conditions should be compensated in the contract with other benefits for Lodz University of Technology.
2. By concluding contracts for the implementation of domestic or foreign internships or scholarships, TUL undertakes to regulate the scope of rights to dispose of intellectual property created during their implementation. Legal relations regarding TUL's property rights to intellectual property, specified in

external agreements concluded by TUL, must be transferred appropriately into the structure of subordinated contracts, up to the individual contractor.

3. Participation in scientific and research work or other work of a creative nature, falling within the scope of research conducted by the unit, student, doctoral student who is not an employee of TUL and any other person not employed at TUL, requires the prior conclusion of an agreement transferring property rights to the created by them, during this work of intellectual property, for Lodz University of Technology, under the terms of these Regulations. The decision on mutual obligations regarding the division of intellectual property rights of the unit and the student or doctoral student is made by the head of the organizational unit by concluding the agreement specified in Appendix 1 to the Regulations.
4. When disseminating employee intellectual property, the Author is obliged to include the name "Lodz University of Technology" next to their surname. TUL may resign from this right. Decisions in this matter are made by the head of the organizational unit.
5. The Author has the right to request the inclusion or omission of the information that he/she is the Author of the respective Intellectual Property of TUL. The right not to disclose the authorship of intellectual property does not apply to industrial property objects submitted for patent protection and intellectual property created in the performance of contracts with other entities.
6. The Authors of employee intellectual property may not make it available to third parties, undertake any obligations in the scope of its use or use it in any activity outside Lodz University of Technology, including business activity.

§ 10

Provisions regarding intellectual property created in connection with teaching activities

1. The copyright in the diploma dissertation thesis of a student or doctoral student who is not an employee of TUL is vested entirely in the Author. The right of joint ownership between a student or doctoral student and TUL (in particular the right to a patent) arises as a result of an agreement concluded under pain of nullity in writing. The above provision also applies when third parties (in particular entrepreneurs) are entitled to exclusive rights.
2. Agreements concluded by TUL with entrepreneurs whose knowledge and / or potential are used in the performance of students' diploma theses or doctoral dissertations must contain regulations indicating the entitled or co-entitled to property rights to intellectual property arising in the performance of such work and dissertations, taking into account the due rights of TUL, entrepreneurs as well as students and doctoral students.
3. Students and doctoral students are required to submit information on the results of research and development work and the know-how related to these results, the template of which is set out in Appendix 10 to the Regulations, to:
   1) an academic teacher, if the results were generated during classes;
   2) the dissertation supervisor of the Master's, Bachelor's or Engineer's thesis, if the results were produced during the performance of the thesis;
   3) the supervisor, if the results were produced during the preparation of the dissertation.
4. The persons referred to in paragraph 1. 3, are required to provide information on the results of scientific research or development work and know-how related to these results to the head of the organizational unit.
5. At the request of an academic teacher conducting classes, the supervisor of the Master's thesis, Bachelor's and Engineering thesis or the supervisor of a doctoral dissertation, the head of the organizational unit may conclude a non-exclusive licence agreement / transfer of proprietary copyrights, the model of which is set out in Appendix 2 to the Regulations industrial property rights or know-how an agreement for the transfer of intellectual property rights, the specimen of which is set out in Appendix 7 to the Regulations.
6. Section 5 shall apply mutatis mutandis to computer programs developed by students.

§ 11

Non-employee intellectual property

1. Personal and property rights to non-employee intellectual property are fully vested in its Authors.
2. Each Author of non-employee intellectual property may submit a request to TUL for assistance in property management. TUL may provide such assistance against payment or free of charge through a special purpose vehicle.
3. The Author of a non-employee industrial property object may contractually transfer it to TUL for use, obtaining such rights as if the object was employee intellectual property. The contract also ensures that the employee is bound by the obligations set out in these Regulations. The contract template is set out in Appendix 7 to the Regulations.

4. As a result of TUL's use of non-employee intellectual property, on the terms set out in par. 3, activities with the use of non-employee intellectual property objects cannot be branded with the name or mark of Lodz University of Technology, unless the Rector of Lodz University of Technology agrees to it in writing.

Chapter 7

**Rules for using the research infrastructure of Lodz University of Technology**

§ 12

The use of the research infrastructure of the University is based on the Regulations of using the research infrastructure of Lodz University of Technology, introduced by Resolution No. ... / 2021 of the Senate of Lodz University of Technology of April 28, 2021, applied accordingly.

Chapter 8

**Establishment of a capital company by a university or joining such a company**

§ 13

1. Pursuant to Art. 159 of the Act - Law on Higher Education and Science, in order to implement or manage projects in the field of research infrastructure, the University may establish capital companies and join them, together with other universities, research institutes, institutes of the Polish Academy of Sciences, Łukasiewicz Research Network, Łukasiewicz Research Network institutes or other entities.
2. A decision to establish or join a company referred to in para. 1 is undertaken by the Rector with the consent of the Senate.
3. An entity other than a public university, research institute or institute of the Polish Academy of Sciences, Łukasiewicz Research Network or Łukasiewicz Research network institute may hold shares in a company referred to in section 1 in which a public higher education institution is a shareholder, or shares representing in total not more than 25% of the share capital or, in the case of a simple joint-stock company, 25% of the total number of shares or the total number of votes.

Chapter 9

**IT system of Lodz University of Technology**

§ 14

The University has an IT system at Lodz University of Technology which is used as a tool for managing intellectual property.

Chapter 10

**Final provisions**

§ 15

1. In the event of infringement of the provisions of these Regulations, the provisions indicated in section 2 shall apply.
2. In matters not regulated, the provisions of the legal acts specified in Chapter 1 of the Regulations and the provisions of the Act of 23 April 1964 - Civil Code (i.e. Journal Of Laws of 2020, item 1740, as amended amended) and the Act of June 26, 1974 - the Labour Code (i.e. Journal Of Laws of 2020, item 1320, as amended).
3. The provisions of the Regulations in the wording of Resolution No. 1/2017 of the Senate of Lodz University of Technology of February 22, 2017 shall apply to commercialization and agreements regarding intellectual property created before October 1, 2018.

Appendix 1
to the Rules and regulations for the management of intellectual property rights
and the principles of their commercialization Lodz University of Technology
of 28 April 2021

**Agreement**
**on the principles of the division of intellectual property rights**
**created during cooperation**

concluded on …… in Lodz between:
Lodz University of Technology, ……[3] with its registered office in Lodz, at ……, represented by …… ,
hereinafter referred to as the "University"
and
Mrs. / Mr.
…… residing in …… at…… with an identity card / doctoral student ID of Lodz University of Technology[4] No. ……, hereinafter referred to as the "Author".
In connection with the implementation of the joint venture entitled ……..

……[5] , The Parties agree as follows:

§ 1. For the regulation of mutual obligations of the parties regarding the division of intellectual property rights, arising in connection with the implementation of the joint venture referred to above, the Regulations for the management of intellectual property rights and the principles of their commercialization at Lodz University of Technology will apply. For their needs, the Author will be treated as an employee of Lodz University of Technology, in accordance with § 1 of the regulations. The intellectual property developed by the Author will be treated as employee intellectual property indicated in the Regulations.

§ 2. In accordance with the provisions of the Regulations, all copyrights to works created in connection with the implementation of the joint venture will belong to the University. The university will also become the owner of all industrial property rights resulting from this cooperation.

§ 3. The Author has the right to use the equipment and materials provided to him by the University, necessary for the implementation of tasks related to the implementation of the project.

§ 4. The Author is obliged to follow the instructions received from the person designated by the head of the organizational unit as the head of the joint venture and to adapt to the order regulations and health and safety regulations in force at the University.

§ 5. The Author is obliged to forward the results of their work created in connection with the implementation of the joint venture to the person indicated by the head of the organizational unit immediately after obtaining them. He/she shall also be obliged to keep them confidential, taking into account the legitimate interest of the University.

§ 6. The Author is obliged to maintain the confidentiality of information obtained during the project. This obligation continues after the end of the contract.

§ 7. For the disclosure of confidential information, the Author will pay the University a contractual penalty in the amount of PLN ....., payable within 14 days from the date of delivery of the written summons to the Author. The summons will be served on the terms specified in Art. 131-139 - of the Code of Civil Procedure. In addition, the University has the right to claim compensation on general terms to the extent that exceeds the value of the reserved contractual penalty.

§ 8. The contract is concluded for the duration of the project. Each party has the right to terminate the contract in writing prior to the expiry of this period, with a one-month notice period.

§ 9. Any disputes arising as a result of the performance of this agreement, the parties will try to resolve amicably. If an amicable settlement of the dispute is not possible, the common court of the seat of Lodz University of Technology shall be competent for the settlement of disputes arising from the implementation of this agreement.

……
Date

[3] unit name
[4] delete as appropriate
[5] name of the venture, e.g. project / internship / work topic

| | |
|---|---|
| ..... | ..... |
| University | Author |

**Agreement**
**on transfer of Author's economic rights/non-exclusive licence[6],**

concluded on ..... in Lodz between:

Lodz University of Technology, ……[7] ,represented by ……,
hereinafter referred to as the "University"
and
Mrs. / Mr.
…… residing in …… at …… who has an identity card ……, hereinafter referred to as the "Author"

with the following wording:

§ 1

1. The Author transfers to the University, free of charge, all of the author's economic rights and related rights, including the exclusive right to authorise the exercise of derivative copyrights / grants a non-exclusive licence, for unlimited time use and disposal of the computer programme / Bachelor's thesis / Master's thesis / Doctoral thesis[8], entitled : .....
   .....
   .....
   .....
   (hereinafter referred to as "the work") in the country and abroad
2. The Author declares that the work indicated in item 1 does not infringe anyone's rights and that he/she is exclusively entitled to all proprietary copyrights to the work.
3. The Author declares that there is no restriction on the transfer of the author's economic rights / granting a non-exclusive licence[9], to the work specified in item 1, which would make this agreement ineffective in whole or in part.

§ 2

Transfer of copyright / grant of a non-exclusive licence[10] to the work referred to in § 1 section 1, will take place in the following fields of use:

1) permanent or temporary recording or reproduction in whole or in part, by any means and in any form, regardless of format, system or standard, including printing technology, magnetic recording technology, digital technology or by storing in computer memory, as well as permanent or temporary recording or reproduction of such records, including making copies and arbitrary use and disposal of such copies,
2) marketing, lending or renting of the original or copies
3) creating new versions and adaptations (translations, adaptations, rearrangements or any other changes),
4) making the work available to the public in such a way that everyone can have access to it at a time and place chosen by themselves, in particular making it available electronically on demand,
5) distribution on the Internet and in closed networks, in the system and standard, including through cable networks and digital platforms,
6) permission to create derivative works, alterations, adaptations of the work and to use such derivative works in all fields of exploitation specified in this Agreement,
7) The right to use the work for promotion, advertising, and for educational or training purposes,
8) .....
9) .....

6 delete as appropriate
7 unit name
8 delete as appropriate
9 delete as appropriate
10 delete as appropriate

§ 3

The dispositive effect of the transfer of the entire author's economic rights/ grant of a non-exclusive licence[11] shall take place upon completion of the work. The University also acquires, free of charge, the ownership of the carriers on which the work was recorded, as referred to in § 4 of the Rules and Regulations for the Management of Intellectual Property Rights and for their Commercialisation at Lodz University of Technology.

The Author declares that the work is free from legal defects, that he/she has exclusive author's economic rights to the work to the extent necessary to transfer these rights to the University/ grant a non-exclusive licence to the University[12] and that these rights are not limited in any way.

Furthermore, the Author certifies that the use of the work does not infringe any industrial or intellectual property rights, particularly copyrights of third parties.

§ 4

For the regulation of mutual obligations of the parties regarding the distribution of property benefits obtained by Lodz University of Technology due to the use by third parties of the work being the subject of this agreement, the Regulations on the management of intellectual property rights and the principles of their commercialization at Lodz University of Technology, in particular § 8 of the Regulations.

§ 5

1. Any amendment to this Agreement shall be in writing under penalty of nullity.
2. Any disputes that may arise under this contract shall be settled by the courts having jurisdiction over Lodz University of Technology
3. The Agreement has been drawn up in two counterparts, one for each party.

…… ……

University Author

[11] delete as appropriate

[12] delete as appropriate

# Publishing Agreement
# with the transfer of the author's economic rights

concluded on ..... in Lodz between:

Lodz University of Technology with its registered office in Lodz, Żeromskiego 116, 90-924 Łódź, represented by …… ……, hereinafter referred to as the "University"

and

Mrs. / Mr.
…… residing in …… at …… who has an identity card …… , PESEL: ……hereinafter referred to as the "Author"
- collectively referred to as "parties"
with the following wording:

§ 1

1. The Author declares that he/she is the author / co-author of the scientific work entitled …… (hereinafter referred to as the "work") created as part of the employment relationship with Lodz University of Technology. The Author declares that the work does not infringe on anyone's rights and that he/she exclusively holds all copyrights to the work.
2. The University declares that it waives the rights under Art. 14 sec. 1 of the Act of February 4, 1994 on copyright and related rights (i.e. Journal of Laws of 2019, item 1231, as amended).
3. The Author declares that there is no restriction on the transfer of author's economic rights to the work specified in section 1, which would make this agreement ineffective in whole or in part.
4. The Author transfers to the Lodz University of Technology, *on the terms specified in § 4a of this Agreement*/*free of charge*[13], all of their economic rights, including the exclusive right to authorise the exercise of derivative copyrights, to use and dispose of them in Poland and abroad indefinitely.
5. The Author will deliver the work to the University in paper and electronic form to the e-mail address ....., by ..... If the work is not delivered within the aforementioned period, the University has the right to withdraw from the contract.

§ 2

Transfer of the copyright referred to in § 1 section 4, will take place in the following fields of use:

1) permanent or temporary recording or reproduction in whole or in part, by any means and in any form, regardless of format, system or standard, including printing technology, magnetic recording technology, digital technology or by storing in computer memory, as well as permanent or temporary recording or reproduction of such records, including making copies and arbitrary use and disposal of such copies,
2) marketing, lending or renting of the original or copies
3) creating new versions and adaptations (translations, adaptations, rearrangements or any other changes),
4) making the work available to the public in such a way that everyone can have access to it at a time and place chosen by themselves, in particular making it available electronically on demand,
5) distribution on the Internet and in closed networks, in the system and standard, including through cable networks and digital platforms,
6) permission to create derivative works, alterations, adaptations of the work and to use such derivative works in all fields of exploitation specified in this Agreement,
7) The right to use the work for promotion, advertising and other purposes, including educational or training purposes.

§ 3

The transfer of all copyrights shall be effective upon the conclusion of this Agreement. The University also acquires free ownership of the media on which the work is recorded.

[13] delete as appropriate

§ 4

The Author declares that the work is free from legal defects, that he/she possesses exclusive copyrights to the work in the extent necessary for the transfer of these rights to the University and that these rights are not limited in any way. Furthermore, the Author certifies that the use of the work does not infringe any industrial or intellectual property rights, particularly copyrights of third parties.

*§ 4a (optional)*

1. *The parties agree that for the transfer of the author's economic copyrights, remuneration in the amount of ..... ..... (in words: ..... .....) gross.*
2. *The remuneration shall be paid within 30 days from the date of commencement of distribution of the work to the Author's bank account no..... ..... ..... .....*

§ 5

1. The University undertakes to publish the work by the publishing houses of Lodz University of Technology under the conditions specified in this Agreement.
2. The parties agree on the following wording of the note: "Copyright by Lodz University of Technology".

§ 6

1. The University undertakes to publish the work within ..... year from the date of concluding this agreement.
2. The University declares that the work will be published by the University in the publishing series …… in circulation of …… copies.
3. Subject to paragraph 1 The University has the right to decide on: circulation, number of editions, reprints, price of copies.
4. If the University decides to issue another edition, the author is obliged to prepare the work, and in particular make the necessary corrections in accordance with the current state of knowledge.
5. The University has the right to print additionally …… copies of the work. They will only be used as demonstration, review and additional copies. The author is not entitled to remuneration for their dissemination.
6. If the University does not publish the work within the time limit specified in sec. 1, the author may summon the University in writing to publish the work, granting the University …… a deadline for publishing the work. After this deadline has expired ineffectively, the Author may withdraw from the contract by submitting a relevant written declaration to the University.
7. In the event of withdrawal from the contract by the Author or the University, after the release of at least one edition of the work, the Author will not be entitled to any compensation.

§ 7

1. The university has the right to summon the Author in writing, within …… - to make corrections in the work. The request will specify the scope of amendments and the deadline for their submission, under pain of withdrawal from this contract.
2. The university has the right to make any necessary changes to the work resulting from the editorial work.
3. Making changes by the University referred to in para. 2 requires agreement with the Author.
4. The Author undertakes, at the request of the University - to make an author's correction of the work - within the time limit indicated by the University in the request, but this deadline may not be shorter than .....
5. Refusal to make an Author's correction or making a correction exceeding the deadline indicated by the University results in the possibility of publishing the work by the University in the form sent for correction.
6. The Author shall bear the costs of changes made to the work after the submission has commenced, if these changes result in an over 3% excess of the submission costs.
7. The author authorises the University to resume the work without author's correction.
8. The university has the right to include a short biographical note about the author on the copies of the work. The Author is obliged to provide the University with a biographical note with a volume of about ..... characters within ..... days from the acceptance of the work.

§ 8

The University has the right to publish the work in the electronic library of Lodz University of Technology, run by Lodz University of Technology Library. The Author suggests that the publication be issued electronically within the deadline:

1) simultaneously with the printed version;
2) after six months from the date of publication of the printed version;
3) one year from the date of publication of the printed version.

§ 9

The University has the right to transfer the rights and obligations under this agreement to a third party.

§ 10

The author obtains permission to publish translations, illustrations and tables taken from other sources with copyright restrictions.

§ 11

Any changes to the contract must be made in writing under pain of nullity.

§ 12

In matters not covered by the contract, the provisions on copyright and related rights as well as the provisions of civil law will apply.

§ 13

Any disputes that may arise under this agreement will be settled by the substantive courts competent for the seat of the University.

§ 14

The contract was drawn up and signed in two identical copies - one for the Author and one for the University.

…… ……

University Author

Appendix No. 4
to the Rules and regulations for the management of intellectual property rights
and the principles of their commercialization Lodz University of Technology
of 28 April 2021

## Employee work submission

Pursuant to § 4 sec. 2 of the Rules and regulations for the management of intellectual property rights and the rules for their commercialization at the Lodz University of Technology, I submit a work that is the object of employee intellectual property, described below. I declare that I am the Author / co-Author[14] of the work and that the submitted study does not contain content obtained in a manner inconsistent with applicable law and does not infringe copyright within the meaning of the Act of February 4, 1994 on copyright and related rights (i.e. Journal of Laws of 2019, item 1231, as amended) and personal rights protected by civil law.

1. **Authors: .....**

| No. | First name and last name academic degree | TUL employee (Yes / No) | Workplace position | Address | Participation in % | Signature |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

2. **Contact person (name, surname, phone number, e-mail) .....**
3. department / institute .....
4. Telephone .....
5. e-mail .....

Description of the work:
.....
.....
.....

Innovative potential[15]

| | |
|---|---|
| Advantages of technology - features that prove innovation | |
| Advantages of the technology compared to competing or analogous solutions | |
| Technology keywords (5 max) | |
| Potential application industries | |
| Potential benefits for the entrepreneur from the implementation of technology | |

[14] delete as appropriate
[15] Detailed information necessary to complete the information on the innovative potential is provided by the Center for Innovation and Entrepreneurship

**The source of the work (e.g. project, contract with the financing party, own research)** :

.....

The work was created before / after [16] 1 October 2018

I approve:

…… ……

Date Signature of the head of the organizational unit

I confirm the receipt of the above-mentioned documentation:

…… ……

Date Head of the Center for Innovation and Entrepreneurship

**STATEMENT OF AN EMPLOYEE OF THE LODZ UNIVERSITY OF TECHNOLOGY ON THE TRANSFER OF INTELLECTUAL PROPERTY RIGHTS**

……

First name and last name

I, the undersigned, declare that I am the Author[17] .....

.....

and I have a share of .....% in the created intellectual property and I am interested in transferring the above-mentioned rights to me if the Centre for Innovation and Entrepreneurship decides not to commercialize them.

…… ……

Place and date Employee's signature

[16] delete as appropriate

[17] all authors are required to submit statements

Appendix No. 5
to the Rules and regulations for the management of intellectual property rights
and the principles of their commercialization Lodz University of Technology
of 28 April 2021

## Know-how application

Pursuant to § 5 sec. 5 of the Rules and regulations for the management of intellectual property rights and the rules for their commercialization at Lodz University of Technology, I submit know-how that is the object of employee intellectual property, described below. I declare that I am the Author / co-Author of the[18] know-how and that the submitted study does not contain content obtained in a manner inconsistent with applicable law.

1. **Authors of know-how: .....**

| No. | First name and last name academic degree | TUL employee (Yes / No) | Workplace position | Address | Participation in % | Signature |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

2. **Contact person (name, surname, phone number, e-mail) .....**
3. department / institute .....
4. Telephone .....
5. e-mail .....

Know-how description:

.....
.....
.....
.....
.....
.....

Innovative potential[19]

| | |
|---|---|
| Advantages of technology - features that prove innovation | |
| Advantages of the technology compared to competing or analogous solutions | |
| Technology keywords (5 max) | |
| Potential application industries | |
| Names of potential recipients of know-how | |
| Potential benefits for the entrepreneur from the implementation of technology | |

[18] delete as appropriate
[19] Detailed information necessary to complete the information on the innovative potential is provided by the Center for Innovation and Entrepreneurship

**Source of know-how (e.g. project, contract with the financing party, own research)** :

.....

I undertake to keep the notified know-how confidential for the duration of the employment relationship, as well as after its termination - for a period of 5 years from the termination of the employment relationship. In the event of a breach of the above obligation, Lodz University of Technology has the right to charge a contractual penalty for each breach in the amount of PLN …… .. and claim damages in excess of the reserved contractual penalties on general terms.

……
Authors' signatures

The invention was made before / after[20] 1 October 2018

I approve:

…… ……
Date Signature of the head of the organizational unit

I confirm the receipt of the above-mentioned documentation:

…… ……
Date Head of the Center for Innovation and Entrepreneurship

**STATEMENT OF AN EMPLOYEE OF THE LODZ UNIVERSITY OF TECHNOLOGY ON THE TRANSFER OF INTELLECTUAL PROPERTY RIGHTS**

……
First name and last name

I, the undersigned, declare that I am the Author[21] .....

.....

and I have a share of .....% to the resulting intellectual property and I am interested in transferring the above-mentioned rights if the Center for Innovation and Entrepreneurship decides not to commercialize.

…… ……
Place and date Employee's signature

[20] delete as appropriate
[21] all authors are required to submit statements

Appendix No. 6
to the Rules and regulations for the management of intellectual property rights
and the principles of their commercialization Lodz University of Technology
of 28 April 2021

## Industrial Property Application Sheet

Date of application **:**..... **.** Attachments:

**The working title of the reported object of industrial property** : .....

.....

.....

.....

department / institute .....

**The Authors declare that Lodz University of Technology is**[22] **:**
**- entitled to submit an industrial property application for legal protection,**
**- co-entitled to submit an industrial property application for legal protection on the basis of .....**

.....

**Inventors** :

| No. | First name and last name academic degree | TUL employee (Yes / No) | Workplace position | Address | Participation in % | Signature |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**Contact person (name, surname, phone number, e-mail) .....**

[22] delete as appropriate

Innovative potential[23]

| | |
|---|---|
| Advantages of the object of industrial property - features proving innovation | |
| Advantages of the object of industrial property compared to competitive or analogous solutions | |
| Invention Keywords (5 max) | |
| Potential application industries | |
| Names of potential recipients of the object of intellectual property | |
| Potential benefits for entrepreneurs from the implementation of the object of industrial property | |

**The source of the industrial property object (e.g. project, contract with the financing party, etc.)** :

.....

.....

---

**Opinion of the head of the organizational unit in which the above-mentioned object of industrial property was created,** concerning, inter alia, the purposefulness of legal protection of the object of industrial property, the source of financing the legal protection of the object of industrial property, the degree of its accomplishment and the expected effects resulting from the application of the object of industrial property:

.....

.....

In the event of an intention to submit an application for the object of industrial property by an external law office, the justification of the head of the organizational unit regarding the necessity and advisability of submitting such a notification through external law offices and the source of financing the application:

.....

.....

…… ……

Date Signature and stamp of the head of the organizational unit

---

**Opinion of the TUL Patent Agent / patent office** :

.....

.....

…… ……

Date Signature of the TUL Patent Agent / patent office

---

[23] Detailed information necessary to complete the information on the innovative potential is provided by the Center for Innovation and Entrepreneurship

**Decision on legal protection of industrial property** :
Acting pursuant to Art. 11 sec. 3 of the Act of June 30, 2000 - Industrial Property Law (i.e. Journal of Laws of 2021, item 324), I hereby decide:
- to submit object of industrial property for legal protection at the Patent Office of the Republic of Poland.
- not to file for legal protection of an industrial property object for economic reasons..

……
Rector of Lodz University of Technology

I confirm the receipt of the above-mentioned documentation:

…… ……
Date Head of the Center for Innovation and Entrepreneurship

**STATEMENT OF AN EMPLOYEE OF THE LODZ UNIVERSITY OF TECHNOLOGY ON THE TRANSFER OF INTELLECTUAL PROPERTY RIGHTS**

……
First name and last name

I, the undersigned, declare that I am the Author[24] .....
.....
and I have a share of .....% to the resulting intellectual property and I am interested in transferring the above-mentioned rights if the Center for Innovation and Entrepreneurship decides not to commercialize.

…… ……
Place and date Employee's signature

[24] all authors are required to submit statements

# Agreement
# on the transfer of intellectual property rights

concluded on ..... in Lodz between:

Lodz University of Technology in Lodz, Żeromskiego 116, 90-924 Lodz

represented by ……
hereinafter referred to as the "University"
and
Mrs. / Mr.
…… residing in …… at …… .. PESEL ……
hereinafter referred to as the "Author", with the following content:

§ 1

1. The Author is entitled to .....% of the invention / utility model / industrial design, trademark / integrated circuit topography / bred or discovered and derived plant variety within the meaning of the Industrial Property Law / know-how, hereinafter referred to as the solution[25] entitled: ..... .....
2. The author declares that the solution referred to in paragraph 1 did not arise as a result of the performance of duties under the employment relationship with Lodz University of Technology or the performance of another contract.

§ 2

The Author transfers their share in the right to the solution referred to in § 1 section 1 to the University free of charge, and the University accepts it for its own benefit.

§ 3

The Author undertakes to:

1) maintain the confidentiality of solutions;
2) provide the University with all information in its possession, works together with the ownership of the carriers on which these works were recorded, and technical experience necessary for commercialization;
3) refrain from carrying out any activities aimed at implementing the results on their own;
4) cooperation in the commercialization process, including proceedings aimed at obtaining exclusive rights - no longer than for the duration of the rights of TUL.

§ 4

In the case of commercialization of the solution, the Author will receive remuneration appropriate to his share in accordance with the University's Intellectual Property Rights Management Regulations and the principles of their commercialization at Lodz University of Technology.

§ 5

Any changes to the contract must be made in writing under pain of nullity.

§ 6

Any disputes that may arise from the implementation of this contract, the parties will be settled amicably, and in the event of failure to reach an agreement, they will apply to the court competent for the seat of Lodz University of Technology.

§ 7

This agreement has been drawn up in three identical copies, one for each party and one for the Patent Office of the Republic of Poland.

…… ……
University Author

[25] delete as appropriate

Appendix No. 8
to the Rules and regulations for the management of intellectual property rights
and the principles of their commercialization Lodz University of Technology
of 28 April 2021

**STATEMENT OF AN EMPLOYEE OF THE LODZ UNIVERSITY OF TECHNOLOGY ON THE TRANSFER OF INTELLECTUAL PROPERTY RIGHTS**

……
First name and last name

I, the undersigned, declare that I am the Author[26] .....

.....

and I have a share of .....% in the created intellectual property and I am interested in transferring the above-mentioned rights to me if the Centre for Innovation and Entrepreneurship decides not to commercialize them.

…… ……
Place and date Employee's signature

[26] all authors are required to submit statements

# Transfer agreement

concluded in …… on …… between:
Lodz University of Technology
with headquarters in Lodz at Żeromskiego 116; NIP: ……
operating through
The company TULVENTURE Sp. z o. o
represented by:
hereinafter referred to as "the seller"
and
..... hereinafter referred to as the "buyer"

§ 1
**Seller's statements**

The seller declares that:
1. He is entitled to the invention entitled " ....."
2. The invention was submitted for legal protection at the Patent Office of the Republic of Poland on ..... .

§ 2
**Specification of the subject matter of the contract**

The subject of the contract is the transfer of the right to the invention entitled: "....", whose authors are:
…….
…….
…….

§ 3
**Purpose of the contract**

The seller transfers to the buyer the right to the invention mentioned in § 2 of this contract, under the conditions set out in the further part of the contract.

§ 4
**Seller's obligations**

1. The Seller undertakes to provide the Buyer with a full photocopy of the application documentation.
2. The vendor undertakes to send one copy of the contract to the Patent Office.

§ 5
**Buyer's obligations**

1. In exchange for the transfer of the rights to the invention, the buyer undertakes to pay 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, effective on the date of conclusion of the contract, i.e. ..... ……. to the account …… within 14 days from the date of the contract.
2. In the case of commercialization carried out by the buyer, the buyer is obliged to transfer to the seller 25% of the value of the funds obtained each time by the buyer from commercialization, reduced by 25% of the documented costs directly related to this commercialization, which were incurred by the buyer - to the account ..... ……, within 30 days of obtaining these funds.
3. The costs directly related to commercialization are understood as external costs, in particular the costs of legal protection, expert opinions, valuation of the object of commercialization and official fees.
4. In order to verify the amount referred to in sec. 1 is obliged to provide the vendor, within 14 days from the date of obtaining funds from commercialization - the necessary documents proving the amount of funds obtained.

§ 6
In matters not covered, the provisions of the Civil Code, the Industrial Property Law and the Copyright and Related Rights Act shall apply.

§ 7
**Change of agreement**

Any changes to the contract must be made in writing under pain of nullity.

§ 8
**Dispute settelement**

Any disputes that may arise from the implementation of this contract, the parties will be settled amicably, and in the event of failure to reach an agreement, they will apply to the court competent for the seat of Lodz University of Technology.

§ 9
**Entry into force of the contract**

The contract is valid from the date of its conclusion.

§ 10
**Copies of the contract**

This agreement has been drawn up in …… identical copies.

…… ……

Seller Buyer

……
(First name and last name)

……
(Unit, Faculty)

**Submitting by a student / doctoral student[27] information on the results of research and development work**

I submit the result of research and development work related to:

Title .....

Description .....
.....
.....
.....
.....
.....

……
Signature of the academic teacher / supervisor of MA, BA or BSc thesis /
PhD dissertation supervisor

…… ……
Date Signature of the head of the organizational unit

[27] delete as appropriate