

**Resolution no. 62/IV/2021
of the Senate of the Jagiellonian University
of April 28th 2021**

on: adopting the *Regulations on intellectual property management and commercialisation at the Jagiellonian University*

On the basis of Article 152 paragraph 1 point 1 and 2 of the Act of July 20th 2018 - Law on Higher Education and Science (i.e. Journal of Laws 2021, item 478 as amended) - hereinafter the Act,
The Senate of the Jagiellonian University hereby resolve as follows:

§ 1

The Jagiellonian University Senate adopts the Regulations on intellectual property management and commercialisation at the Jagiellonian University in the wording contained in the appendix to this Resolution.

§ 2

The Resolution comes into force on the date of adoption.

Regulations on the management of intellectual property and commercialisation at the Jagiellonian University

In order to ensure effective management of intellectual property and respect for the rights of creators, including the right to fair remuneration, as well as to enable the transfer of the results of research conducted at the Jagiellonian University to the economy, taking into account the priority importance of cooperation with the private sector, in implementation of Article 152 section 1 points 1 and 2 of the Act of July 20th 2018 - Law on Higher Education and Science (i.e. Journal of Laws, item 85 as amended) and § 51 (29) of the Statutes of the Jagiellonian University, the Senate of the Jagiellonian University hereby adopts these Regulations.

CHAPTER I Definitions and General Provisions

§ 1 Definitions

Within the scope of application of these Regulations, definitions are adopted as follows:

- 1) Regulations – given Regulations;
- 2) University - Jagiellonian University in Cracow;
- 3) creator - a person who has created or co-created an intellectual property good;
- 4) home unit - faculty, doctoral school, inter-faculty and extra-faculty unit, or other organisational units of the University to which a creator pursuing scientific activities is organisationally attached;
- 5) employee - a person in an employment relationship with the University;
- 6) intellectual property goods - industrial property goods, works, objects of related rights, and databases protected by the producer's right, as well as know-how;
- 7) industrial property goods - inventions, utility models, industrial designs, topographies of integrated circuits, plant varieties that have been bred or discovered and derived, and know-how;
- 8) works - works within the meaning of Article 1 of the Act of February 4th 1994 on Copyright and Related Rights;
- 9) scientific works - in particular: scientific publications and academic lectures that constitute works, excluding results of scientific research, discoveries, research ideas and scientific findings as such;
- 10) related rights-related rights within the meaning of Chapter 11 of the Act of February 4th 1994 on Copyright and Related Rights;
- 11) know-how - technical, technological, organisational information of an enterprise or other information of economic value not disclosed to the public, which as a whole or in a particular combination and set of its elements is not generally known to the persons usually dealing with this type of information or is not easily accessible to such persons, including in particular the results of scientific activities and intellectual property goods;
- 12) CITTRU - Centre for Technology Transfer CITTRU;
- 13) Commission - the University Commission on Intellectual Property;

- 14) direct commercialisation - selling the results of scientific activity or know-how related to these results or making these results or know-how available for use, in particular, based on a license, rental or lease agreement;
- 15) indirect commercialisation - taking up or acquiring shares or stocks in companies or taking up subscription warrants entitling it to subscribe for or acquire shares in companies, in order to implement or prepare for implementation the results of scientific activity or know-how related to those results;
- 16) results of scientific activity - results of scientific research (which are industrial property goods), results of development work (including those which are works), results of artistic creativity and know-how related to these results - within the meaning of Article 153 of the Act of July 20th 2018 - Law on Higher Education and Science.

§ 2

Subject matter

1. The Regulations shall define:
 - a) the rights and obligations of the University and the rights and obligations of creators conducting scientific activity at the University, with respect to the protection and use of the intellectual property goods at the University,
 - b) the rules for remunerating creators conducting scientific activity at the University,
 - c) the rules and procedures for commercialisation,
 - d) the rules for the use of the University's goods, particularly research infrastructure, used for commercialisation and the provision of services in the field of scientific activity,
 - e) the rules for distribution of resources obtained from commercialisation between the creator pursuing scientific activity at the University and the University,
 - f) the rules and a mode of providing the University, by the creator, with information on the results of their scientific activity conducted at the University and know-how related to those results, as well as information on the resources obtained by the creator; and the rules and a mode of transferring of a portion of the resources obtained by the creator from commercialisation to the University,
 - g) the rules and mode of providing the creator, by the University, with a decision on commercialisation and the creator's share of the commercialisation revenues.
2. These Regulations apply to scientific works only within the scope regulated herein.
3. These Regulations shall apply to all contracts for intellectual property goods concluded under these Regulations, including contracts concluded with persons other than those listed in § 3, paragraph 1, as appropriate.
4. To incorporate the Regulations into a contractual relationship, it is sufficient to provide the other party with information about the publication of the Regulations in the University's Public Information Bulletin, together with a direct reference to the place of publication.

§ 3

Personal scope

1. The Regulations are binding for employees, students and doctoral students of the University.
2. The Regulations also apply appropriately to persons other than those referred to in paragraph 1 above who participate in the scientific activities of the University, including in particular visiting scholars, scholarship holders and trainees, volunteers, and retired employees - if so provided for by

the agreement concluded between the University and those persons or between the University and the entity with which those persons are connected by an employment relationship or another legal relationship, which is the basis for their visit to the University, or if such activities are carried out with the assistance of the University in accordance with § 11.

CHAPTER II

Rights to intellectual property goods created at the University

§ 4

Industrial property goods created in the course of employment

1. Industrial property goods are created in the performance of an employment contract if the employee has created it during their employment and as a result of fulfilling the duties arising from the employment relationship.
2. Industrial property goods are created within the employment contract also during a business trip to a unit external to the University, the performance of research during scholarship, research grant, or a sabbatical unless otherwise agreed by the University with the employee and/or the host institution.
3. Subject to § 9 and § 12, § 13, economic rights to industrial property goods and related know-how, created in the creator's duties of the employment contract shall be vested in the University, taking into account the rights of employees provided for in those Regulations, including the right to remuneration referred to in § 19 and § 20.
4. In connection with economic rights to industrial property goods, referred to in § 4 (3) above, the University has the right to demand delivery of information, works, and know-how related to these results, and transfer to the University the ownership rights to the durable media (if the employee has them) on which they have been recorded.
5. The personal rights to the industrial property goods created within the employment contract are vested in the creators.

§ 5

Employee works

1. Under the rules and within the scope specified in the Act of February 4th 1994 on copyright and related rights, in the absence of the specific contractual provisions, the University acquires upon the acceptance all economic copyrights to an employee's work (which is not a scientific work) created as a result of their duties under the employment contract, including the ownership of the durable media on which it was recorded (if the employee possesses it), with the exception of work being a computer program - to which the University shall be entitled from the moment of its creation.
2. It is assumed that the work has been accepted without reservations if the University does not notify the employee within six months from the delivery of the work that it has been rejected or of conditions acceptance of the work on the employee making certain modifications within a reasonable period if the time set for that purpose.
3. The University may acquire, based on a separate agreement, the economic copyrights to other works of an employee, i.e. scientific works created within the employment relationship or works that are computer programs created outside the employment duties.

§ 6

Subjects of Related Rights

The provisions of the Regulations concerning the work shall apply to the subject matter of related rights in accordance with the Act on Copyright and Related Rights of February 4th 1994.

§ 7

Self-contained databases

1. Regardless of the University's rights in databases being works, the University, as the producer of databases created by an employee, shall have the exclusive and transferable right to extract the data and reuse them in whole or in substantial part, as to quality or quantity.
2. The University may acquire, under a separate agreement, economic rights to other databases.

§ 8

Intellectual property goods created by persons whom the University does not employ

1. Economic rights to the industrial property goods created by persons who are not employed by the University, as specified in § 3, and by employees conducting research activities outside the employment duties, shall be vested in the University if a contract for the creation of the industrial property good is concluded with them. In such cases, § 4 (4) and (5) shall apply accordingly.
2. In the case of other agreements concluded with the persons listed in § 8(1), the University acquires economic rights to the intellectual property goods only if the agreement implies the acquisition of ownership by the University or an obligation of those persons to transfer the rights mentioned above to the University.
3. Unless a contract for the performance of research work or any other similar agreement provides otherwise, it shall be presumed that the University has been granted the license to exploit inventions contained in the submitted work results (implied license).
4. Before allowing a person not employed at the University, or employee acting outside the scope of their duties, engage in research activity that may result in the creation of the intellectual property good, the head of the home unit, and in the case of a research team - the team leader, shall be required to assure that an agreement, ensuring the rights to the intellectual property goods to the University referred to in § 8(1) or § 8(2) and the appropriate application of these Regulations, is concluded with that person.
5. The head of the home unit, and in the case of a research team - the team leader, recognising the need to conclude such an agreement is justified, may request assistance from CITTRU in its preparation.
6. The agreement referred to in § 8 (1) or 8 (2) shall incorporate to, in accordance with § 2 (4), the extent appropriate provisions of these Regulations.

§ 9

Intellectual property goods created as a result of work commissioned to the University by external entities

1. The University may perform paid scientific research or other research services (commissioned work) for external entities according to the University's separate internal rules and regulations.
2. Rights to intellectual property goods created as part of work commissioned to the University by external entities are governed by an agreement between the University and the external entity.
3. A contractual relationship established with an external entity should incorporate the provisions of these Regulations to the appropriate extent of its application, pursuant to § 2 (4).

§ 10

Intellectual property goods created with the use of the University's research infrastructure

1. The University may conclude with external entities agreements of making the University's research infrastructure, in particular research equipment or apparatus and the intellectual property goods to which it is entitled, available for a fee.
2. Rights to the intellectual property goods created using the University's research infrastructure are governed by the contract between the University and the external entity.
3. Making research infrastructure available to employees, students, doctoral students, and external entities are done according to the separate rules and regulations.

§ 11

Industrial property goods created with the University's assistance

1. Subject to § 4 and § 8 (1) and (2), where an industrial property good is accomplished by a person conducting scientific activity at the University with the University's assistance, the University may exploit such good for its own purposes. In the contract for University assistance, parties may agree that the University is also entitled to economic rights to the industrial property good in whole or in part.
2. The University's assistance in creating the industrial property goods is when such aid has a substantial and direct impact on the creation of a specific industrial property good. In particular, when the University incurs financial, technical, material, training, or infrastructural expenditures, or access to expertise, scholarships, laboratories, or hardly available research tools.

§ 12

Intellectual property goods created as a result of research activities funded or co-financed by external entities

1. Where the intellectual property goods are created as a result of scientific activities financed or co-financed by external entities, the property right to such goods, as well as the rights and scope for their subsequent use by the University, shall be governed by the agreement with external entities or the rules of granting and use such funds, which are the basis for conducting these activities.
2. A contractual relationship with an external entity shall incorporate the provisions of these Regulations within the appropriate scope of their application if the rules for granting and using these funds allow for such incorporation. The provisions of § 2 (4) shall apply accordingly. If the provisions of these Regulations conflict with an agreement, the parties shall be bound by the agreement to the extent they cannot be reconciled.
3. The head of the home unit or, in the case of a research team, the team leader, is obliged to conclude appropriate agreements with the persons carrying out the activities referred to in § 11 (1) at the University, including employees who pursue them outside their duties with, to ensure the acquisition of economic rights to the intellectual property goods by the University and the appropriate application of these Regulations.

§ 13

Intellectual property goods created as a result of joint research activities conducted with external entities

1. Where the intellectual property goods are created as a result of scientific activities conducted by the University jointly with external entities, particularly under the agreement of a scientific or scientific-industrial consortium, the property rights to such goods, as well as the rights and scope of their subsequent use by the University, are governed by the agreement, which is the basis for the conduct of such activities.
2. A contractual relationship established with an external entity should incorporate the provisions of these Regulations within the respective scope of their application. The provisions of § 2(4) shall apply accordingly. If the provisions of these Regulations conflict with an agreement, the parties shall be bound by the agreement to the extent they cannot be reconciled.

§ 14

Tangible objects

1. The University acquires ownership of tangible objects in which the results of scientific activity or intellectual property goods are recorded.
2. The tangible objects specified in § 14 (1) include, in particular, durable medium and prototypes of devices.

CHAPTER III

Procedure for notification of results of scientific activities, rules for commercialisation and exploitation of these results

§ 15

Notification of the results of scientific activity and know-how

1. A Creator conducting scientific activity at the University is obliged to report the results of such activity (not constituting scientific works) and the know-how related to these results to CITTRU immediately after their creation.
2. All Creators referred to in § 15 (1) shall report the results with notification to the head of the home unit.
3. The report referred to in § 15 (1) shall be made on a form prepared and made available by CITTRU.
4. When reporting results of scientific activities, the creator is also obliged to submit information and works related to these results together with the ownership of the durable media on which they are recorded (if the creator possess it) and written technical experience related to them.
5. The Director of CITTRU may request the creator to supplement the information provided in the notification, and the creator in each case is obliged to provide such information.
6. The notification date of the results of scientific activities shall be the date of submission to the CITTRU the complete form, referred to in § 15 (3), signed by the creators referred to in § 15 (1).
7. An employee may declare in writing an interest in transferring to them rights to these results of scientific activity and the related know-how. If an employee submits the above-mentioned declaration with the notification referred to in § 15 (1), or after within 14 following days, § 17 shall apply.

§ 16

Decision on Commercialisation

1. The Director of CITTRU makes a decision on the commercialisation of the results of scientific activities within 3 months of the notification referred to in § 15. In justified cases, this deadline can

be extended, of which the Director of CITTRU shall immediately notify the creator indicating the new deadline for making such a decision.

2. The decision referred to in §16 (1) is delivered to the creator and the head of their home unit.
3. In case of justified doubts, particularly regarding the legal status of the submitted results of scientific activities, the Director of CITTRU may, before taking the decision referred to in §16 (1), refer the matter for an opinion to the Commission or the head of the creator's home unit.

§ 17

Transfer of rights to the results of scientific activities to the employee

1. In the case of the employee's declaration referred to in §15(7), and the Director of CITTRU's decision not to commercialise or upon the ineffective expiration of the deadline for issuing the decision referred to in §16 (1), the Director of CITTRU is obliged, within 30 days from the date of issuing the decision or from the date of its ineffective expiration, to submit to the employee an offer to conclude an unconditional and paid agreement on the transfer of rights to the results of scientific activities, including information, works, together with the ownership of the durable media on which these works are recorded (if provided by the employee) and written technical experience, submitted in accordance with § 15(4).
2. If the Director of CITTRU decides not to commercialise and the employee submits a declaration of interest in transferring the rights to these results of scientific activities at a later date than indicated in §15 (7) or failing to submit this declaration at all, the Director of CITTRU may submit to the employee an offer according to the rules laid down in paragraphs §17 (1) and (5).
3. If the employee does not accept the offer to conclude the agreement referred to in §17 (1) or (2), the rights to the results of scientific activities together with information and works, including the ownership of the durable media on which they are recorded, and written technical experiments, provided in accordance with § 15(4), shall remain with the University.
4. In the situation referred to in § 17 (1) or (2), if an employee agrees on an offer, the University shall conclude an agreement with them on the transfer of rights in writing on pain of invalidity.
5. The University's remuneration for the transfer of rights under the terms of § 17 (1) and (2) may not be higher than 5% of the average monthly salary for work in the national economy in the previous year, as published by the President of the Statistics Poland.
6. The provisions of § 17 (1) to (5) shall not apply if the research activity was conducted :
 - a) under the agreement with a party financing or co-financing such activity, providing for an obligation to transfer the rights to the scientific activity results to that party or an entity other than a contracting party (commissioned research or work),
 - b) with the use of financial resources, the rules for granting or use of which specify a different way of disposing of the scientific activity results and the related know-how than in the Act.
7. If the Director of CITTRU decides to discontinue commercialisation or protection of the results of scientific activities or if the employee is interested in acquiring the rights to them after the lapse of the deadlines for the procedure laid down in § 17 (1)-(4), the Director of CITTRU may extend to the employee an offer to transfer these rights for a remuneration determined irrespective of § 17 (5).

§ 18

Commercialisation

1. If the Director of CITTRU makes a favourable decision of commercialisation:
 - a) CITTRU shall prepare an agreement between the University and the creator, and

- b) shall determine the manner and scope of legal protection, taking into account the market or social potential of commercialisation of the results of scientific activity.
- 2. The results of the scientific activity of the University may be subject to direct or indirect commercialisation.
- 3. Direct commercialisation is carried out by CITTRU.
- 4. The Director of CITTRU is responsible for selecting a partner for direct commercialisation and conducts the necessary negotiations with partners interested in direct commercialisation, thus safeguarding the economic interests of the University.
- 5. Indirect commercialisation occurs through a special-purpose company, according to the rules set out in separate rules and regulations, under Articles 149 and 150 of the Law on Higher Education and Science.
- 6. The Director of CITTRU, upon consultation with the head of the home unit, has the right to discontinue the protection of the scientific activity results to cease commercialisation. In the case of taking such a decision, the procedure specified in § 17 paragraph 7 shall apply.

§ 19

Remuneration for the Creator in the case of commercialisation by the University

- 1. In the case of University's commercialisation, the Creators of the scientific activities results referred to in § 4 (1) shall be entitled to remuneration from the University for their participation in the scientific activities results in the amount of
 - a) 60% of the value of the University's revenues obtained from direct commercialisation, reduced by no more than 25% of the costs directly related to such commercialisation which the University has incurred, or
 - b) 60% of the value of the special-purpose company's revenues obtained as a result of given indirect commercialisation, reduced by no more than 25% of the costs directly related to that commercialisation which the University or the special-purpose company has incurred.
- 2. The costs directly related to the commercialisation shall be understood as external costs, in particular the costs of legal protection, services, expertise, assessment of the value of the object of commercialisation and official fees.
- 3. The provisions of § 19 (1) shall determine the amount of the total remuneration or the share of the revenues derived from the commercialisation, to which the creators who are members of the research team of commercialised scientific results are entitled.
- 4. The remuneration or the part of the remuneration due to the creator being a member of the research team of commercialised results of scientific activity, specified in § 19 (1), shall be paid to the bank account indicated by the creator within the period set forth in the agreement between the University and the creator. The payment should be made within 2 months of the University's receipt of resources from the commercialisation or within 30 days of the end of the calendar year in which the total remuneration of the Creators reaches 5% of the average monthly remuneration for work in the national economy in the previous year, as published by the President of the Statistics Poland.
- 5. The University shall provide the creator with information on the commercialisation revenues within 30 days of their receipt.
- 6. The Creator other than those specified in § 19 (1) is subject to the above rules for remuneration if provided for in the contract between the University and the creator.

§ 20

Remuneration for the Creator in the case of provision of commercial services provided to external entities

1. If the University renders commercial services to external entities using industrial property goods, it is entitled to under the terms of these Regulations; the creator is entitled to remuneration for that use unless agreed otherwise.
2. The amount of remuneration due jointly to all Creators of the industrial property good, referred to in § 20 (1), is 20% of the profit from the performance of a given service.
3. The remuneration referred to in § 20 (2) shall be due to the creators in proportion to their contribution to the creation of industrial property good for a period not longer than 5 years from the date on which the University has obtained the first revenues from that use of the industrial property.
4. The whole creators' remuneration referred to in § 20 (2) shall be paid to the bank account indicated by the creator within the time specified in the agreement between them and the University. The payment shall be made within two months from obtaining by the University the first revenues from using industrial property goods. Alternatively, it shall be made within 30 days from the end of the calendar year in which the total remuneration of the creators reaches the level of 5% of the average monthly remuneration for work in the national economy in the previous year, announced by the President of the Statistics Poland.
5. The above rules for remuneration shall apply to a creator other than those referred to in § 20 (1) in the case of acquisition by the University of the rights to an item of industrial property goods that the creator has created.

§ 21

Remuneration to the University in respect of the commercialisation of the results of scientific activity by the employee

1. In the case of commercialisation of scientific results obtained by the employee in accordance with the procedure regulated by § 17 of these Regulations, the University is entitled to 25% of the value of the revenues gained by the employee from the commercialisation, reduced by no more than 25% of the costs directly related to the commercialisation and incurred by the employee.
2. The costs directly related to the commercialisation shall be understood as external costs, in particular the costs of legal protection, services, expertise, valuation of the subject of commercialisation and official fees. These costs do not include the costs incurred by the employee prior to making the decision on commercialisation, and the remuneration referred to in § 17(5).
3. The remuneration for the University should be remitted to the University's bank account within 3 months of deriving the revenues from commercialisation by the employee.
4. The employee shall provide information on the revenues gained by them from commercialisation to the Director of CITTRU within the following deadlines:
 - a) one month from the conclusion of the agreement on the transfer of property rights to the results of scientific activity,
 - b) by March 31st of each year in the case of granting a license or handing over the results of scientific activity for rent or lease - for the preceding year,
 - c) six months from the end of the company's financial year in the case of indirect commercialisation.
5. The information referred to in § 21 (4) should be indicative of: the agreement for the transfer of rights to the employee, the basis for deriving the revenues, the date of deriving the revenues and their amount, the date of providing the information, as well as the calculation of revenues accruing

to the University with the specification of deductible, documented revenues and costs directly related to the commercialisation.

§ 22

Internal allocation of funds obtained from commercialisation

The University's share of the funds obtained from the commercialisation, conducted by the University or by an employee, shall be divided, as follows: 30% of the profit to the home units from the creators of the results of scientific activity originate, 30% of the profit is directed to the budget of CITTRU, and the rest of the profit is transferred to the central budget of the University (in the case of UJ CM, 30% is transferred to the central budget of UJ CM, and 10% to the central budget of UJ).

§ 23

Application of the procedure for commercialisation to the other intellectual property goods arising from scientific activity

If, as a result of scientific activity conducted at the University, another intellectual property good is created that is not the result of scientific activity within the meaning of § 1 (16), the provisions concerning notification and the procedure for commercialisation of the results of scientific activity specified in § 15, 16, 17 and 18, as well as § 19 (6) and § 20 (5), apply accordingly.

§ 24

Affiliation of intellectual property goods

1. Contracts for the commercialisation of the University's intellectual property goods may grant the other party the right to use the University's trademarks within the framework of activities related to the exploitation of such intellectual property goods and permit the use of such trademarks only to inform about the association of the intellectual property goods with the University.
2. The University may permit the use of the designation "created at the Jagiellonian University" or an equivalent designation in relation to products associated with the transferred intellectual property goods.
3. The provisions of this paragraph are without prejudice to the internal rules and regulations of the University concerning the use of the University's trademarks or the use of its name.

CHAPTER IV

Rights and obligations in respect of scientific activity results

§ 25

Essential obligations of the Creators

1. Each Creator is obliged to cooperate with the University in order to obtain legal protection and commercialisation of the results of their scientific activity, to which the University is entitled to, or the rights to which will be acquired by the University following the will of the Creator and the University, and in particular is obliged to:
 - a) maintain the confidentiality of the results of scientific activity and know-how,
 - b) provide the University with all information, works in their possession, as well as ownership of the durable media on which these works are recorded (if they possess it) and prototypes needed to obtain protection and commercialisation,

- c) refrain from any actions aimed at the implementation of the results of their scientific activity without the consent of the University, in particular prior to their submission under the procedure provided for in these Regulations,
 - d) cooperate in the commercialisation process, including in proceedings aimed at obtaining exclusive rights, in particular by providing any information and technical assistance requested by the University within a specified period.
2. An employee who produced or may produce the results of scientific activity to which the University is entitled is required to keep a research work log.

§ 26

Essential obligations of students and doctoral students with respect to the protection of results of scientific activity created at the University

1. A student or doctoral student shall be required to report their scientific activity results created or possible to create during their scientific activity to the University's employee having scientific supervision or oversight over it.
2. If the student or a doctoral student is able to create results of scientific activities with the potential for commercialisation, the employee having scientific supervision or oversight over the student or a doctoral student notifies the Director of CITTRU of the need to conclude an agreement regulating the acquisition of rights to the results.
3. The Director of CITTRU, recognising the need for the acquisition of rights to the results of scientific activity as justified, shall prepare and conclude an appropriate agreement with students or doctoral students to regulate the acquisition of these rights by the University.
4. § 26 (3) shall not apply to a situation where an agreement referred to in §8, paragraphs 1 and 2 is concluded with a student or a doctoral student prior to their admission to conduct the scientific activity.

§ 27

The obligations of Creators with regard to the protection of other intellectual property goods arising from scientific activities conducted at the University

The provisions of §25 and §26 apply to the duties of creators of other intellectual property goods created as a result of scientific activity conducted at the University, which is not the results of scientific activity within the meaning of §1 (16).

§ 28

Protection of know-how

1. The Creator is obliged to keep in confidence the know-how related to the results of scientific activity conducted at the University or the results obtained in the course of performance of their duties if the rights to the know-how are vested in the University or if such rights are to be acquired by the University in accordance with the will of the Creator and the University.
2. The obligation to keep the know-how confidential shall also include refraining from publishing work, including a scientific work, which contains such information if publication would risk depriving the University of the legal protection of the results of scientific activity and the know-how related thereto or would undermine the University's ability to obtain exclusive rights.

3. The head of the home unit, acting on their own initiative or at the request of the Director of CITTRU, may additionally oblige the creator to make a unilateral statement in writing or request the conclusion of a written agreement on confidentiality. Failure to make a unilateral statement or refusal to conclude an agreement does not release from the obligation to maintain confidentiality.
4. The know-how may be disclosed only with the consent of the University within the scope covered by such consent. A statement of consent defining its scope is made in writing under penalty of invalidity.
5. In contracts concerning the results of scientific activity concluded by the University, rules for the protection of know-how should be established.

§ 29

Publication, use and dissemination of employee's scientific works

1. An employee may publish a scholarly work under an agreement with a third party or the University or otherwise disseminate it, subject to the provisions below.
2. Publication of scientific work should indicate affiliation with the Jagiellonian University, in accordance with the current requirements of the law, in particular concerning parameterisation and the rules in force at the University. The obligation specified in the previous clause does not apply to scientific works created by an employee outside the scope of scientific activity conducted at the Jagiellonian University.
3. The University has preferential right to publish scientific works of its employee who has created those works due to fulfilling their duties under the employment relationship. The employee is entitled to remuneration.
4. The University's preferential rights, as defined in § 29 (3), expires if no agreement with the employee to publish the work is concluded within six months of delivery of work to the head of the home department, or in the case of a work being a computer program from the moment of its creation, or if the work is not published within two years of the date of its acceptance or in the case of a computer program from the moment of its creation.
5. The University may, without separate remuneration, use the scientific material contained in the work referred to in § 29 (2), and make the work available to third parties, if this results from the agreed purpose of the work or if it is decided in the employment agreement.
6. An employee may not disclose the information contained in an employee's scientific work, particularly in the form of publication or public presentation, where such disclosure would risk depriving the University of the legal protection of the scientific activity results and related know-how or would undermine the University's ability to obtain exclusive rights. In this respect, § 28 shall apply accordingly.
7. Employees are obliged to comply with the University's rules and regulations for financing publications and the procedure for ordering publishing services.
8. Employees are obliged to comply with the rules and regulations of open access to publications and open access to research data applicable at the University.
9. The University makes available on its websites, in particular in the UJ Repository, UJ Archives, and UJ CM Bibliography, metadata of publications of University employees (including, among others, the creator's name, title, publisher, date and place of publication). The University forwards the metadata referred to in the previous clause to the relevant public institutions or scientific databases under the rules resulting from the applicable law, concluded agreements, or other acts binding for the University.

10. The University may make full texts of publications and research data of its employees available on its websites, particularly in the UJ Repository in open access, according to the rules in force at the University.

§ 30

The University's right to publish and use diploma theses and the right to use a work created by a student or doctoral student

1. The University shall have a priority right to publish a student's diploma work within 6 months of its defence data. The University shall not exercise the right to publish without prior consultation with the thesis supervisor. If the University does not publish the diploma work within the aforementioned time limit, the student may publish it unless the diploma work is part of a collective work.
2. The University may use, without remuneration and without having to obtain the consent of the student or doctoral student, a work created as a result of the performance of duties related to the pursuit of studies or preparation of a doctoral dissertation, make the work available to the minister responsible for higher education and science and use the works contained in databases maintained by the latter to check using the Uniform Anti-plagiarism System, in accordance with the rules in force at the University.

§ 31

Use of research results by the creator

The creator is entitled to use the results of their scientific activity, the rights to which are vested in the University, only within the scope of the scientific and didactic activity conducted at the University and only if this does not endanger the exercise of the rights vested in the University.

CHAPTER V

Scientific and research services and the use of the University's property for commercialisation purposes

§ 32

Provision of services

1. The University may provide paid scientific and research services to external entities.
2. Additional remuneration may be granted to an employee for participation in the provision of scientific and research services.
3. Detailed rules for the execution of work commissioned to the University by external entities are defined by separate, internal University's rules and regulations.

§ 33

Use of the University's property for commercialisation purposes

The University's property is used for commercialisation according to the instruction specified in the internal rules and regulations of the University.

CHAPTER VI

University's Commission on Intellectual Property

§ 34

The organisation of the Commission's work

1. The Commission consists of at least 5 members. The permanent members of the Commission are the Jagiellonian University Vice-Rector responsible for scientific research, the Jagiellonian University Vice-Rector for the Medical College or a person delegated by them, and the Director of CITTRU. Other members of the Commission are appointed and dismissed by the Rector of the University for the duration of the Rector's term.
2. The Commission is a permanent commission of the Rector, whose detailed rules of operation are specified by the Rector.
3. The Commission is chaired by the Vice-Rector of UJ appropriate for scientific research. The secretary of the Commission, responsible for documenting the Commission's work, is elected from among the Commission members. CITTRU provides the administrative service of the Commission.
4. The Commission makes decisions and expresses opinions in the form of resolutions. The adoption of a resolution requires a simple majority of votes cast in the presence of at least half of the Commission. The Chairperson shall sign resolutions on behalf of the Commission.
5. A member of the Commission whose personal or pecuniary interest is related to the matter under consideration by the Commission or when the Commission considers an appeal or gives its opinion on the matter in which the Commission member participated in the previous decision is excluded from voting.

§ 35

Competence of the Commission

The competence of the Commission shall include:

- 1) establishing internal rules and regulations concerning matters within its competence, subject to the provisions of these Regulations,
- 2) initiating and providing opinions on amendments to these Regulations
- 3) taking other actions concerning the intellectual property goods which are or may be subject to the rights of the University, ordered or approved by the Rector of the University,
- 4) issuing opinions.

§ 36

Opinions issued by the Commission

1. The Commission shall issue opinions on matters related to the management of the intellectual property, protection and commercialisation of intellectual goods at the University, including in particular:
 - a) enforcement of the obligation to submit intellectual property goods created at the University,
 - b) authorship of intellectual property goods created at the University,
 - c) distribution of rights to intellectual property goods created at the University,
 - d) rules of using the intellectual property goods by the University, employees, students, doctoral students or other creators of intellectual property goods created at the University,
 - e) distribution of commercialisation revenues,
 - f) other matters provided for in the Regulations, concerning the rights and obligations of employees, students, doctoral students, or other creators of intellectual property goods created at the University.
2. The Commission may also prepare opinions on internal and external draft legislation on intellectual property.

3. The Commission issues a written opinion on the matter with the justification, presenting the factual and legal circumstances. Its Chairperson signs opinions on behalf of the Commission.
4. Proceedings in the cases referred to in § 36 (1) shall be initiated by written request addressed to the Commission.

CHAPTER VII

Transitional and final provisions

§ 37

Transitional Provisions

1. The intellectual property goods created before October 1st 2014, the provisions of Resolution No. 5/II/2007 of the Senate of the Jagiellonian University of February 28th 2007 (as amended) on the Rules on intellectual property and legal protection of intellectual property goods at the Jagiellonian University.
2. The intellectual property goods created from October 1st, 2014 to June 24th, 2015, shall be subject to the provisions arising from Resolution No. 5/II/2007 of the Senate of the Jagiellonian University dated February 28th, 2007 (as amended) on the Regulations "Rules concerning intellectual property and legal protection of intellectual property goods at the Jagiellonian University" modified by the changes arising from the Act of July 11th, 2014 on the amendment of the Act - Law on Higher Education and some other acts (Journal of Laws of 2014, item 1198).
3. The provisions resulting from Resolution No. 102/V/2015 of the Senate of the Jagiellonian University of June 24th 2015 on the adoption of the "Regulations for the Management of Intellectual Property and Rules of Commercialisation at the Jagiellonian University", as modified by the amendments resulting from the Act of November 4th 2016 on the amendment of certain acts defining the conditions for conducting innovative activities (Journal of Laws 2016, item 1933), shall apply to the intellectual property goods produced from June 24th 2015 to the date of entry into force of these Regulations.
4. The provisions of these Regulations shall apply to intellectual property on which work began before the adoption of these Regulations but produced after the date of their entry into force.

§ 38

Final Provisions

These Regulations shall enter into force on the date of their adoption by the Jagiellonian University Senate.