



Protection of Intellectual Property and Confidentiality of Information

All employees of the Institute of Organic Chemistry and Biochemistry of the ASCR, v.v.i. (hereinafter only as the '**Institute**') are obliged to ensure the protection of the results of research and development conducted at the Institute or with its contribution. Every employee that creates any object of intellectual property which is, albeit as yet undeveloped, eligible for protection as an invention, utility model or industrial design (hereinafter comprehensively as '**object of intellectual property**') is obliged without undue delay to notify the Institute of this fact in writing and submit to it the bases necessary for the evaluation of such an object of intellectual property. This obligation is fulfilled by the announcement of the creation of intellectual property and the submission of the bases as listed further in Appendix No. 1. Each employee is responsible for the material and immaterial profit but also for possible economic losses (Section 51 of the Trade Code). To simplify all of the methods of the protection of intellectual property as well as processes of the commercialisation of the results of scientific work, the Institute founded the company IOCB TTO s.r.o. (Institute of Organic Chemistry and Biochemistry Technology Transfer Office Limited Liability Company, hereinafter referred to as the '**IOCB TTO**'), which assumes a number of obligations. To ensure the protection of the results of scientific work, I am issuing this director's order:

1. The Publication of Results and Patent Protection:

- a. The team leader is responsible for the protection of intellectual property in connection with its publication; if the object of intellectual property has not been created within a scientific team, the nearest supervisor of the employee who is the creator of such an object or intellectual property is responsible for the protection of such intellectual property (hereinafter jointly only as '**Person Responsible**'). This does not affect the general obligation of confidentiality for all of the employees of the Institute.
- b. Before any publication of the object of intellectual property, for instance, however not exclusively, in presentations at scientific conferences in oral or poster form, in the publication of an abstract, in a scientific publication and in scientific discussions or in the media, it is up to the Person Responsible to consider whether it may involve a violation of the obligation of confidentiality or such a publication of information that can endanger or preclude the formal protection of the object of intellectual property or any of its uses. If in doubt, the Person Responsible is obliged to contact the IOCB TTO and request a written position prior to any publication of information on the object of intellectual property.

- c. Should the object of intellectual property be eligible for patent or any other formal protection, the employee of the Institute is obliged to submit to the secretariat of the Director an 'Announcement of an Invention' (hereinafter only as the '**Announcement**'; the form for which is available for download in electronic form at the website of the Institute in the 'Forms' section), along with the bases necessary for the evaluation of the given outcome and with a statement of the Person Responsible. The secretariat shall register the Announcement and forward it to the IOCB TTO (for more details, see the Appendix).
- d. If the Institute lays its claim to the object of intellectual property, it then applies that:
 - i. the Institute notifies the creator/s of this fact in accord with the law in writing at the soonest possible time, no later than three months from receiving the Announcement;
 - ii. the creator/s of the invention employed in the Institute are to be given a total remuneration of 10,000.00 CZK on the day of the submission of the Announcement;
 - iii. the Institute will draw up a Contract on the Determination of the Remuneration with the creator/s in connection with the origin and use of the object of intellectual property;
 - iv. the Contract shall define *inter alia* the share in remuneration of the creator/s from the income for the use of the object of intellectual property as:

$Y = X(0.4X + 6)/(4X+10)$, where Y (in millions of CZK) is the amount of the remuneration for the creator/s who created the invention as (an) employee/s of the Institute and X is the basis for the calculation of the remunerations (in millions of CZK), which is defined as the incomes of the Institute from the licence minus the expenses.

- e. If the Institute is not interested in the patent or does not respond to the submitted Announcement within three months of its submission to the secretariat of the Director, the results can be published, in which case it is up to the creator/s to protect the listed results at his/her/their own cost.

2. Collaboration with Other Entities:

- a. In any collaboration with academic workplaces, it is necessary for employees of the Institute to ensure the protection of intellectual property and in suitable cases to do so by contract. Such a contract will be prepared by the IOCB TTO at the request of the Person Responsible.
- b. Any collaboration with commercial workplaces must be supported by a written contract. This Contract will be prepared upon request by the IOCB TTO and can be signed only by the Director of the Institute, or by a deputy entrusted by him/her. Any draft of contracts submitted by third parties must be submitted to the IOCB TTO for evaluation. Responsibility for the fulfilment of the obligations listed here is borne by

the Person Responsible. The IOCB TTO shall ensure the further necessary steps.

- c. In any negotiation, be it written or oral, electronic or by telephone, hence whenever it is possible to communicate or make accessible information that has the character of a trade secret or is in any way related to intellectual property, the employees of the Institute must fulfil at least these obligations:
 - i. to ensure the confidentiality of any information affecting intellectual property or trade secrets of the Institute;
 - ii. not to negotiate collaboration and joint projects with commercial partners without preliminary discussions with the IOCB TTO;
 - iii. in any kind of exchange or sharing of any such information with commercial partners to draw up a contract on the maintenance of confidentiality which shall be prepared by the IOCB TTO at the request of the Person Responsible.

3. The Provision of Samples:

- a. For any handling of samples, the Person Responsible is held accountable. The Person Responsible decides on any transfer of samples outside of the Institute.
- b. Any transfer of samples outside the Institute must take place only on the basis of a written contract on the transfer of samples, a so-called MTA (Material Transfer Agreement; the form for which is available for download in electronic form at the website of the Institute in the 'Forms' section). This contract may be signed only by the Director of the Institute, or a deputy entrusted by him/her.
- c. In the case of collaboration and joint projects, the rights and obligations in connection with the handling of samples are governed by the written contract within which such collaboration takes place. The obligation to sign an MTA does not apply in the case of routine analytic testing or a one-time academic collaboration evidently without commercial potential, which will be decided by the Person Responsible, who is also held accountable for it.

The terms and conditions of contracts concluded before the date of issue of Director's Order 2/2010 remain in force and take precedence over this Director's Order.

Further information is provided in the Appendix.

Prague, 25 January 2010

RNDr. Zdeněk Havlas, DrSc.
Director