
Directive S2020-03

18 December 2020

Intellectual Property Protection and Confidentiality of Information

Preamble

All members of staff of the Institute of Organic Chemistry and Biochemistry of the CAS (hereinafter referred to as “the Institute”) are obliged to take care of protection of the results of research and development achieved at the Institute or with its contribution. Each member of staff who creates an item of intellectual property eligible for protection as an invention, utility model and/or any item of intellectual property that is not eligible for the said legal protection (e.g. know-how, software) but may be industrially, commercially and/or scientifically utilizable (e.g. may be the subject of a licence agreement) (hereinafter jointly referred to as the “Item of Intellectual Property”), is obliged to inform the Institute about this fact immediately in writing and submit any and all documents necessary for evaluation of the Item of Intellectual Property. This obligation will be met by submitting a notification of creation of an invention/utility model or another item of intellectual property as specified in Annex No. 1 hereto, and by submitting the respective documents, as specified below, in Annex No. 2 hereto. Each member of staff is not only responsible for any tangible and intangible benefits, but also liable for economic losses, if any (Section 2985 of Act No. 89/2012, the Civil Code, as amended). In order to streamline the procedures of protecting intellectual property and to facilitate commercialization of scientific results, the Institute has founded IOCB TECH s.r.o. (hereinafter referred to as “IOCB TECH”), which takes on a number of responsibilities.

1. Publication of Results and Patent Protection

- a. Protection of intellectual property in relation to its publication is a responsibility of the team leader; if the Item of Intellectual Property is not created within a scientific team, the immediate supervisor of the member of staff who is the originator of the Item of Intellectual Property shall be responsible for protection of the intellectual property (hereinafter jointly referred to as “the Responsible Person”). The above shall not affect the general obligation of confidentiality of all members of staff of the Institute.
- b. Prior to any publication of an Item of Intellectual Property, including but not limited to oral and/or poster presentations at scientific conferences, abstract publication, scientific publication and scientific or media discussions, the Responsible Person is to consider whether the obligation of confidentiality will not be breached and whether the information publication may threaten and/or impede formal protection or exploitation of the Item of Intellectual Property. When in doubt, the Responsible Person is obliged to contact IOCB TECH prior to any publication of information about the Item of Intellectual Property and ask for its written opinion.
- c. A member of staff of the Institute is obliged to submit a notification of creation of an invention/utility model (for an Item of Intellectual Property eligible for protection as an invention/utility model) or a notification of creation of another item of intellectual property (for an Item of Intellectual Property not eligible for said formal protection but may be otherwise industrially, commercially and/or sci-

entifically exploitable, e.g. may be the subject of a licence agreement) (hereinafter jointly or individually referred to as the "Notification") (the forms for both Notification types are provided in Annex No. 1 hereto and are also available for download in electronic form on the Institute website in the "Forms" folder) together with any and all documents necessary for evaluation of the result and a statement of the Responsible Person to the Director's Secretary Office. The Secretary Office will register the Notification and submit it to IOCB TECH (for details, see Annex No. 2).

d. If the Institute executes the right to the Item of Intellectual Property, the following procedure applies:

- i. The Institute shall inform the originators about this fact in accordance with the law in writing at the earliest possible date, however, no later than 3 months after the Notification receipt;
- ii. The Institute shall draw up an Agreement on Remuneration Related to Origination and Exploitation of an Item of Intellectual Property (hereinafter referred to as "the Agreement");
- iii. The Agreement shall provide for a one-off remuneration of the originators employed by the Institute after registration of the invention or application for another type of protection, in the aggregate amount of CZK 10,000; or a one-off remuneration after conclusion of a licence agreement with a licence partner for another item of intellectual property, which is not eligible for formal protection, in the aggregate amount of CZK 10,000;

iv. Moreover, the Agreement shall define the amount of remuneration of the originator(s) based on the income from use of the Item of Intellectual Property, as:

$$Y = X(0,4X + 6)/(4X + 10)$$

where Y (in millions of CZK) is the amount of remuneration of the originators who created the Item of Intellectual Property as employees of the Institute, and X is the base for remuneration calculation (in millions of CZK) defined as the income of the Institute from the licence reduced by costs.

e. If the Institute shows no interest in the Item of Intellectual Property or fails to give a statement on the submitted Notification within 3 months of its submission to the Director's Secretary Office, the results may be published and it is solely for the originators to decide whether they will protect the results at their own cost.

2. Collaboration with Other Entities

- a. During any kind of collaboration with academic institutions, it is necessary that the employees of the Institute care for and adequately contractually ensure intellectual property protection. The contract shall be prepared by IOCB TECH on request of the Responsible Person.
- b. Any collaboration with commercial institutions must be based on a written contract. The contract shall be prepared by IOCB TECH on request and may only be signed by the Institute Director or their authorized representative. Any contract drafts presented by third parties shall be submitted to IOCB TECH for consideration. The Responsible Person shall be responsible for compliance with the obligations stated herein. IOCB TECH shall ensure any other necessary measures.
- c. During any negotiations, written and oral, electronic and phone, i.e. anytime it is possible to give or disclose information that is trade secret in nature or is related to intellectual property in any way, the members of staff of the Institute must follow at least the following rules:

- i. Pay attention to keeping any information related to intellectual property and/or trade secret of the Institute confidential;
- ii. Refrain from arranging collaboration and joint projects with commercial partners without a previous discussion with IOCB TECH;
- iii. When exchanging and disclosing any information with or to commercial partners, draw up a confidentiality agreement which will be prepared by IOCB TECH on request of the Responsible Person. The agreement may be signed solely by the Institute Director or their authorized representative.

3. Provision of Samples

- a. The Responsible Person is responsible for any manipulation with and handling of samples. The Responsible Person decides about any sample transfer outside the Institute.
- b. Any sample transfer outside the Institute shall be performed solely based on a written Material Transfer Agreement (MTA), prepared by IOCB TECH on request of the Responsible Person. The Agreement may be signed solely by the Institute Director or their authorized representative.
- c. In the event of collaboration and joint projects, the rights and responsibilities related to manipulation with and handling of samples shall be governed by a written agreement under which the collaboration takes place. The obligation to execute MTA shall not apply to routine analytical testing or one-off academic collaboration without apparent commercial potential, which shall be decided by the Responsible Person at their own responsibility. To agreements concluded before the issue hereof, the procedures defined therein shall apply.

The annexes listed below form an integral part hereof: Annex No. 1, Annex No. 2 and Annex No. 3.



Zdeněk Hostomský
Institute Director