

**THE PRINCIPLES of SAS**  
*to exercise, protect and execute the rights regarding industrial property of organisations  
established by the Slovak Academy of Sciences*

**Article 1.**

**Purpose and subject of the Principles**

- 1.1. With respect that scientific knowledge arises within the organizations under the founding authority of the Slovak Academy of Sciences (hereinafter "SAS") with support from the national budget, in order to effectively address the protection and management of industrial property resulting from this knowledge, protection and execute industrial property rights of organizations established by the SAS (hereinafter referred to as the "Principles").
- 1.2. The purpose of the Principles is to motivate SAS organizations and their employees to protect effectively industrial property created within their work activities, determine the rules of procedure to ensure such protection, define the method of remuneration of authors and determine financial support for patent protection from central sources of the SAS Chapter.
- 1.3. The subject of the Principles is to stipulate the rights and obligations of SAS organizations and their employees when dealing with industrial property within administration of SAS, especially the rights and obligations related to the origin, notification, administration and use (exploitation) of this industrial property.
- 1.4. The Principles are approved by the Presidency of the Slovak Academy of Sciences and are binding for all organizations established by the SAS. The SAS organizations are obliged to adapt their own internal policy regulations so that they do not conflict with these Principles no later than three (3) months from the effective date of these Principles herein.
- 1.5. The stipulations of these Principles apply to specialized and service organizations (Section § 20 of Act No. 133/2002 Coll., The Act on the Slovak Academy of Sciences) to such extent that they are relevant to them.

**Article 2.**

**Definitions of some terms**

**Intellectual property protected by the Commercial Code** - e.g. trade secrets, confidential information, know-how and unregistered designations (logos). The Principles herein do not apply to this type of intellectual property; this does not affect the ability of the SAS organization to regulate its protection and utilization in its own internal policy regulations.

**Technology Transfer Office of SAS (TTO SAS)** - a department of the SAS Office administratively providing industrial and legal protection of industrial property objects of SAS organizations and assisting SAS organizations in transferring the results of their research into practice and in their commercialization.

**Commercial implementation of industrial property (commercialization)** - financial or other appreciation of the SAS organization's industrial property (e.g. through the provision of licenses, etc.).

**Acting with professional care** – a qualified level of proceedings legitimately required from members of statutory bodies of legal entities, which includes in particular their obligation to prepare decisions properly, obligation to obtain sufficient information on time, obligation to follow the accepted technical, financial and economic methods, as well as obligation to comply with standard commerce precaution and risk minimization.

**Trade secret** - all facts about commercial, production or technical nature relating to the SAS organization which have an actual or at least potential material or intangible value; the SAS organization envisages their use within its business activities, they are not commonly available in the respective business networks, they shall be kept secret according to the SAS organization's will and the SAS organization ensures their confidentiality in an appropriate manner.

**Protection of industrial property (industrial-legal property)** - ensuring the legal protection of industrial property objects by filing an application, granting / registering and maintaining patents, utility models, designs, trademarks and topographies of semiconductor products into the registers of the competent authorities.

**Patent** - a protective document by which the state gives the exclusive right to its owner to use the invention for a certain period of time and within a certain territory.

**Patent Act** – The Act no. 435/2001 Coll. on Patents, Amendments Protection Certificates and on Amendments to Certain Acts.

**Fulfilling the tasks from the employment relation** - carrying out the activities of the employee (originator) in accordance with his employment under employment contract or one of the so called work agreements performed not under employment contract. The fulfilment of tasks from the employment relationship is also considered the implementation of activities relating to research-developing projects and similar, the solver of which, although partially, is the SAS organization.

**Originator (author)** - a physical entity, who has created an object of industrial property originally as a result of his/her own creative activity, or in cooperation with other originators (co-originators).

**Employment relation** - a legal relation between an employee and an employer established by an employment contract, or one of the work agreements performed not under employment contract, or a similar employment relation.

**Right of priority** - arises on the day of filing the application or on the day of the right of priority according to the conditions specified in the international convention which follows from the first application, from the utility model application.

**Industrial Property (IP)** - results of creative intellectual activity that are new and industrially usable. These are inventions, technical solutions, designs, topographies of semiconductor products, innovation suggestions, new plant varieties; these Principles herein apply to trademarks to such extent that are relevant to them.

**Co-originator** - a physical entity, who, to a certain extent, participated in originating of industrial property as result of his / her own creative activity.

**Technology transfer** - the process of transferring knowledge into practice, including ensuring the industrial-legal protection of industrial property rights and their commercialization.

**Invention** - a technical solution from any field of technology, which is new, is the result of an inventive step and is industrially applicable.

**Industrial property use**- actual use or exploitation, or granting the right to use an industrial property to others through a license or other agreement.

**Design Act** - Act No. 444/2002 Code of laws about designs.

**The Act on Utility Models** – The Act No. 517/2007 Code of laws on Utility Models and on Amendments to Certain Acts.

**Employee** - a physical entity in an employment relation with the SAS organization defined in these Principles herein. Appropriately he/she also applies to students of the 1st, 2nd and 3rd degree of university studies who do not have an employment relation with the SAS organization, but the SAS organization is their training workplace. Note: If the 3rd degree student is not the SAS organization's employee, the origin, protection and use of industrial property rights of the SAS organization must be resolved in advance in the contract between the SAS organization and the affected college / university.

**Employee design** - design created by the originator or/and co-originator while performing tasks (assignments) in an employment relationship.

**Employee invention** - an invention created by the inventor or/and co-originator within the employment relation with the SAS organization; For the purposes of these Principles, an employee solution pursuant to § 11 of the Utility Models Act is also considered an employee invention.

If the term of performance of days in the Principles herein do not specifically state that they are working days (according to the meaning within the Slovak Republic), it is considered they are calendar days.

Unless specifically stated otherwise the term of performance in the Principles herein, referred to the word "without delay" shall be deemed to have been kept if the relevant acting is performed no later than in the very first working day following the day in which the matter of fact falls to start the term of performance.

Terms and abbreviations used in the Principles herein, which are not specifically defined here, have their meaning as introduced in other SAS internal regulations, or, which a adequately knowledgeable person normally assigns a meaning to them.

### **Article 3.**

#### **General obligations of the SAS organization and its employees**

- 3.1. The SAS organization is obliged to protect the created IP, effectively appreciate the results of research and development and fairly distribute revenues from the commercialization process.
- 3.2. All employees of the SAS organization are obliged to protect the IP of the SAS organization and the rights associated with it and to refrain from any action that could be contrary to the legitimate state and SAS organization interests. At the same time, they are obliged to act in such a way that their activities do not violate the rights of other persons to IP and other intellectual property.
- 3.3. An employee of the SAS organization who comes into contact with information or documents containing information about IP, to which the SAS organization can

exercise the right or has exercised the right, is obliged to maintain confidentiality about third parties about them at least until the IP is at disposal to the public in accordance with commonly binding legal regulations. In other cases, at least until he/she is, on his/her reasoned demand, released from this obligation by a decision made by the SAS organization's director (eg by e-mail).

- 3.4. Duty of confidentiality under item 3.3. of the Principles herein does not apply when providing cooperation to a patent attorney, employees of TTO SAS or another entity when ensuring the legal protection of the IP object and its commercialization in case the confidentiality of these persons is contractually ensured or results from their function.
- 3.5. The originator, as well as the employee who is not the originator / co-originator, is obliged to refrain from publishing the object of IP in oral, written or other form, in particular may not make the object of IP available by publishing its essence in periodicals, including professional and scientific periodicals, through other mass media or as part of a lecture or presentation at a conference, or publish it as part of a dissertation defence, etc. during the period referred to in point 3.3. of these Principles, unless the right to the object of IP has passed to the originator pursuant to clauses 5.12. or 5.13. of these Principles herein.
- 3.6. Prior to the termination of the employment relation or similar employment relation with the SAS organization, the originator of the SAS organization is obliged to submit within a reasonable time all documents, and other information carriers available to him/her concerning the IP of the SAS organization and to draw attention to all circumstances considering that they could jeopardize the legitimate interests of the SAS regarding IP in the future.
- 3.7. The originator or other persons if breaching any obligation under these Principles shall be liable for any damage caused by their actions; this does not affect their possible employment or criminal liability. Violation of any obligation under the Principles herein by an SAS employee, which results in damage to state property or the threat of such damage, is considered as serious breach of work discipline having respective employment-legal consequences.
- 3.8. The rights and obligations under these Principles remain bound even after the employment termination or similar employment relation or membership relation between the employee and the SAS organization terminates.

#### **Article 4**

##### **Notification of creating the SAS organization industrial property**

- 4.1. The right to the object of IP, which originated within the performance of tasks resulting from the originator's employment with the SAS organization, belongs to the state, which in this case is represented by the respective SAS organization (being the administrator of state property), unless agreed otherwise in advance. The right of origin is not affected.
- 4.2. An originator who, while performing his/her work tasks within employment relation with the SAS organization, has created a result which he/she considers or should assume due to his/her experience that the result meets the legal requirements any of IP object or assumes its possible commercial use, he/she shall notify the employer in writing immediately after its creation.

- 4.3. The originator notifies the employer about the result according to item 4.2. by means of the electronic portal managed by TTO SAS as follows:
- The author shall prepare in writing a document: Description of the object of industrial property (hereinafter referred as "the description")<sup>1</sup>, in which he/she describes the technical problem and its solution, as well as the origin and essence of the IP object sufficiently enough that a professional may carry out the given IP object on grounds of this description. He/she will use the form, which is available on the TTO SAS website: <http://www.TTO.sav.sk/site/sk/Pre-vedcov-SAV/stahuj/>. The description copy is then printed out and signed by the originator in the respective place. For security reasons, he/she does not send it electronically anywhere at this stage.
  - Subsequently, on the website of TTO SAS: <http://www.TTO.sav.sk/site/sk/Prevedcov-SAV/nahlasenie/> the originator fills out the form Notification of the origin of the object of industrial rights (hereinafter referred to as "notification")<sup>2</sup>, which contains fields specifying the inventor-originator, the co-inventors - co-originators and their employers, the name of the industrial property object and the list of annexes necessary for the assessment of the industrial property object, which will be attached to the notification. After filling in the form and sending it electronically, the system automatically will generate the notification wording (in RTF form) and will deliver it to the e-mail inboxes of the originator, his/her employer's director at SAS and the head of TTO SAS.
  - The generated notification, which the originator (notifier) receives in his/her e-mail inbox, is printed and signed by the originator at the respective place.
  - The signed notification together with the signed description and possibly other supporting documentation necessary for the assessment of the object of industrial property will then be delivered by the originator in person or/and by mail through the registry filing bureau at the SAS Office then to the head of TTO SAS.
  - In case of any ambiguities or inquiries, the originator contacts TTO SAS, which will provide him/her with appropriate support.
- 4.4. The delivery of the notification together with the attachments will be registered in the incoming mail of the SAS Office, it will be duly assigned a number according to the registration rules and the originator will be confirmed having been handed over the documents.
- 4.5. If the TTO SAS finds serious deficiencies in the delivered documentation, especially those that prevent, or do not allow a proper assessment of the object of IP, it will immediately inform in writing (by e-mail) the originator and the statutory representative of the originator's employer and will request additional information, if

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A template of the description can be found in Annex No. 2 of the Principles herein

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A template of the notification can be found in Annex No. 1 of the Principles herein

necessary even repeatedly. Deadline according to item 5.3. herein begins to flow only after delivery of all missing documents.

- 4.6. In case that the IP object matter was created by several co-inventors, the co-inventors are obliged to sign the Agreement on Shares in the Creation of Industrial Property (hereinafter the “Agreement”) after notifying the creation of the IP object matter, (stating the percentage of co-origimators are determined on grounds of creative scientific and knowledge or other relevant contribution, on which each of the co-origimators contributed to the creation of the IP object), no later than within one (1) month from exercising the right to a solution by the employer; otherwise, the shares of all co-authors mentioned in the Notification are the same. If the co-origimators are employees of various SAS organizations, their shares will also be reflected in the Agreement on Shares regarding the Right to IP between the respective SAS organizations. Signing the necessary agreements is provided by TTO SAS in cooperation with co-origimators and directors of SAS organizations.
- 4.7. In case after determining the shares of individual co-origimators according to item 4.6. of the Principles herein shows that the group of co-origimators or shares of co-origimators have not been determined correctly, any co-origimator or statutory representative of the co-origimator's employer is obliged to inform TTO SAS with no delay, to reason relevant causes and submit a proposal for new designation. TTO SAS will invite all other co-origimators and statutory representatives of their employers to comment on the proposed new designation within a reasonable period of time, which may not be less than 14 days. At the same time, TTO SAS will bring to their attention that if the new designation is not agreed in writing by all parties within the given deadline, then the court will give verdict on the shares determination upon proposal of one of the parties involved.
- 4.8. In order to fulfil the obligation to notify the origin of the IP object by each of the co-origimators, it is sufficient if this IP object is notified in this way by at least one of the co-origimators from the SAS organization, provided that he/she lists all other co-origimators in the notification. Further communication concerning the object of the IP will then take place mainly, but not exclusively, with the notifier.

#### **Article 5.**

#### **Exercising the right to industrial property of the SAS organization and its administration**

- 5.1. Upon receipt of the notification, the TTO SAS will review the object of IP to the extent of fulfilment / non-fulfilment of conditions stipulated by laws for obtaining protection (patentability of inventions and exclusions from patentability, conditions of protection and exclusions from protection of technical solutions). The TTO SAS informs the director of the SAS organization and all co-authors about the result of the review.
- 5.2. The director of the SAS will assess the object of the IP that has been notified to him in terms of meeting the conditions for granting a patent or other form of industrial property protection and commercial potential of the IP object and decide whether or not to exercise the right to a solution. For this assessment, he can use the services of TTO SAV free of charge. The director of the SAS organization is obliged to proceed in accordance with this point in time so as not to foil the potential interest of another SAS organization in accordance with item 5.9. of the Principles herein.

- 5.3. The SAS organization may exercise the right to a solution towards the originator in writing<sup>3</sup> within three (3) months from the delivery of the notification. TTO SAS will provide the necessary administrative support to the director of the SAS organization. By exercising the right to a solution to the notified IP object, the originator is entitled to a reasonable remuneration in accordance with item 8.1. of the Principles herein.
- 5.4. In the case of an employee invention, the filing of an application, a European patent application or an international application, the subject of which is the object of IP and in which the inventor who created the IP object is given as the inventor, is also considered to be the automatic exercising of the right to solution.
- 5.5. In case the SAS organization exercises the right to a solution other than through the TTO SAS, the director of this particular SAS organization is obliged to inform the TTO SAS with no delay.
- 5.6. If the SAS organization exercises the right to a solution, it is obliged to inform the originator in writing about the chosen method of protection of the IP object under item 5.17. and / or 5.18. of the Principles herein.
- 5.7. An e-mail sent to the originator / co-originator by an TTO SAS employee or a patent attorney with the identification data of the filed application and its full wording is also considered to fulfil the obligation to inform the originator according to the previous item.
- 5.8. The originator of the IP object, to which the SAS organization has exercised the right, is obliged to provide the SAS organization, or/and TTO SAS a necessary cooperation in the process of ensuring legal protection of the given IP object and its commercialization. This obligation remains even after the termination of the employment relation between the originator and the SAS organization.
- 5.9. If the employer of the originator, or/and none of the employers of co-originators is interested in exercising the right to the IP object, and the originators, or/and co-originators are only employees of SAS organizations, the directors of these SAS organizations are obliged to inform TTO SAS immediately, however, not later than within one (1) month from the delivery of the notification, so that TTO SAS may find out potential interest in the given IP object of another SAS organization yet before the deadline according to item 5.3. of these Principles.
- 5.10. When finding out the interest in the IP object according to item 5.9. of these Principles herein, the TTO SAS will address through the vice-chairpersons of the OV SAS the selected directors of SAS organizations with an offer of the created IP object. At the same time, all participants are obliged to maintain the confidentiality of the IP object, to which the TTO SAS binds them in writing before submitting the information about the object of IP. The TTO SAS immediately informs the director of the SAS organization, which employs the notifying originator, about the result of the survey of interest.
- 5.11. If item 5.9 of these Principles is followed and another organization of the SAS will show interest in the IP object on grounds of the survey made by TTO SAS the director of the SAS organization, which employs the originator who submitted the notification, is obliged within the period according to item 5.3. of the Principles herein to exercise the right to a solution and subsequently, depending on the specific

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<sup>3</sup> A template of exercising the right to the object of industrial property is given in Annex No. 3 of the Principles.

circumstances, to grant a license to the particular SAS organization that has expressed interest in the IP object. Administrative and legal support of this process will be provided by TTO SAS.

- 5.12. If no organization of the SAS does not show interest in the IP object within the period according to item 5.3. of these Principles and in accordance with items 5.9. to 5.11. of the Principles herein, the statutory representative of the originator's employer, who submitted the notification, will definitively decide not to exercise the right to the IP object and will inform the originator in writing about this through the TTO SAS. At the same time, he/she returns to the originator the complete documentation for the notified object of IP. By a decision not to exercise the right, the right to the IP object is transferred to the originator, who may dispose of it at his/her own discretion; in particular, he/she is entitled to register the IP object for protection in his/her own name and at his/her own expense, and in case that it is granted, he/she becomes the owner of the granted patent, utility model or other form of IP protection.
- 5.13. The right to the IP object is being passed to the originator even if the director of the SAS organization does not notify the originator of such a decision in writing within the period according to item 5.3. of the Principles herein.
- 5.14. Until the period for exercising the right to a solution expires, or until the exercising the right to a solution takes place or until the transfer of the right to a solution onto the originator, whichever occurs first, the SAS organization and the originator are obliged to maintain confidentiality about the IP object. A patent attorney, an employee of TTO SAS or an external advisor are not considered being the third party if the confidentiality of these persons is contractually stipulated or on the basis of law or if the confidentiality results from their function.
- 5.15. If the SAS organization exercises the right to a solution, the originator is obliged to maintain the confidentiality of the IP object towards the third parties according to item 3.3. of the Principles. Even after the deadline specified in item 3.3. of the Principles herein, the originator may not disclose information about the IP object beyond the information currently available to the public. In case of ambiguity, the originator is advised to consult the scope of publication with TTO SAS.
- 5.16. If the right to a solution has passed to the originator in accordance with item 5.12. or 5.13. of the Principles herein, the SAS organization is obliged to maintain the confidentiality of the IP object towards the third parties until it is made available to the public. Even after this deadline, the SAS organization cannot publish information beyond the information currently available to the public.
- 5.17. If the SAS organization exercises the right to IP object, the director in cooperation with the originator and TTO SAS will ensure, within the shortest possible time, but not later than six (6) months from the exercise of the right to a solution, or/and from the publication of the contract by which the license was granted according to item 5.11. of the Principles in the Central Register of Contracts, the legal protection of IP object by submitting a national (SK) application to the Industrial Property Office of the Slovak Republic according to the Patent Act or according to the Utility Models Act. TTO SAV will provide the necessary administrative and legal support, including the provision of a suitable patent attorney. The costs associated with the preparation and submission of this application are paid by TTO SAS from its budget.
- 5.18. After submitting the national (SK) application to the Industrial Property Office of the Slovak Republic, an employee authorized by the director of the SAS organization



and / or the originator in cooperation with TTO SAS and possibly a patent attorney or external advisor will perform further assessment of the IP object in order to determine further protection strategy. The assessment concerns the commercial potential of the IP object, the current market situation, competition and financial possibilities of the SAS organization. Based on this assessment, TTO SAS will prepare a draft protection strategy and submit it to the director of the SAS organization within eight (8) months from the submission of the national (SK) application. The Director of the SAS organization will decide within nine (9) months from the filing the national (SK) application on:

- a) filing of the international PCT<sup>4</sup> application,
- b) filing of a European patent application,
- c) filing a foreign national application, or
- d) another form of legal protection.

Any deviation from the submitted draft protection strategy, which is or could be to the detriment of the SAS organization being the administrator of state property, the director of the SAS organization is obliged to justify in writing.

- 5.19 The SAS organization is obliged to keep the protection of the IP object to a minimum (a) for the duration of any negotiations with those interested in the object of the IP and thereafter thereafter.
- 5.20. Administrative and legal support of the entire process of ensuring and maintaining the protection of the IP object is being provided by TTO SAS in cooperation with the originator and director of the SAS organization. The scope of support of TTO SAV is specified in Article 10 of the Principles herein. The SAS will provide financial support from the central resources of the SAS Chapter to the extent specified in Article 7 of the Principles herein. The director of the SAS organization may decide to ensure and maintain the protection of the IP object independently without the use of legal services being mediated by TTO SAS. In this case, however, he/she is not entitled to financial support from the central sources of the SAS Chapter according to items 7.1. and 7.2. of the Principles herein.
- 5.21. The provisions of this Article herein relating to the right of solution and employee invention shall apply adequately to the right to design and employee design as well.
- 5.22. The director of the SAS organization, who is obliged to act with professional care, is responsible for the due and timely adoption and implementation of decisions of the SAS organization about exercising or not exercising the right to a solution for security and maintenance of legal protection under this article of the present Principles.

## **Article 6. Commercialization of IP**

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<sup>4</sup> Patent Cooperation Treaty – The Patent Cooperation Treaty is an international treaty administered by the World Intellectual Property Organization. The PCT system allows applicants to obtain patent protection for their invention simultaneously in a large number of states being under contract by filing a single international application.

- 6.1. Unless there is an agreement on utilization of the IP object, no negotiations are held with a prospective client interested in IP object etc., after filing the national (SK) application to obtain industrial-legal protection of IP object (under item 5.17.) there must be carried out activities relating to promotion of the IP object with the aim to commercialize the protective research results effectively.
- 6.2. In accordance with item 6.1. of the Principles herein, the director of the relevant SAS organization will ensure the preparation of wording for a marketing letter with commercially interesting aspects of the IP object appropriate for publishing in media accessible for public, with possible support of TTO SAS.
- 6.3. After approving the wording by the SAS organization director (via e-mail), the TTO SAS will ensure subsequently:
  - modification of wording to be a marketing letter,
  - its publishing in an appropriate form on SAS website,
  - its publication in further media, mainly those of technological offers databases,
  - contacts selected agencies dealing with technology transfer and offers them prepared materials,
  - arranges materials for marketing events (eg B2B meetings) organized by TTO SAS, or other organizations which TTO SAS cooperates with.
- 6.4. In order to commercialize effectively the protected research results in addition to the activities listed under items 6.2. and 6.3. the TTO SAS will provide the following:
  - analysis of the market potential of the IP object, while in cooperation with the originator it will design segments of potential applications and identify potential applicants for licensing;
  - the first, without engagement, addressing of potential clients with an offer to provide licenses in cooperation with the respective SAS organization and originators, while the approval of the relevant SAS organization's director must be obtained prior to address the potential clients;
  - if need be, TTO SAS will ensure the signing of a confidentiality agreement and only then will further communication with the entity take place. At this stage, the full collaboration among the author originators and the director of the SAS organization is required as well.
- 6.5. TTO SAS monitors continuously the state of IP object protection and its appreciation, while it is assisting SAS organizations within all activities leading to the possible appreciation of value invested in the protection of IP objects. It informs about the state of patent and other protection of the IP object and its appreciation regularly, at least twice a year, SAS Presidium who will take appropriate measures.
- 6.6. The director of the SAS organization is accountable for a selection of appropriate method of IP commercialization and due negotiation and fulfilment of contractual conditions, including the amount of revenue from the commercialization of IP, and is bound to act with professional care.

## **Article 7.**

## **Financial support for a patent protection in SAS covered from the central sources of Chapter SAS**

- 7.1. When protecting IP according to item 5.17. of the Principles herein, the organization of the SAS will be provided with free support through the TTO SAS, including the finance for the services of a suitable patent attorney and including the payment of administrative fees associated with application filing and these will be paid from central sources.
- 7.2. When extending patent protection under item 5.18. of the Principles herein through TTO SAS and patent attorneys provided by SAS Presidium, the SAS organization is entitled to reimbursement of costs associated with the services of a patent attorney from the central sources in the budget of TTO SAS. In case the SAS organization extends patent protection through the PCT or by filing a European patent application, it is entitled to additional financial support amounting to EUR 1,000 (thousand) from central sources.
- 7.3. If the SAS organization decides to enter the national phases within the relevant deadline after filing the PCT application, it is entitled to a repayable loan from the central resources of the SAS chapter up to the maximum cost of patent attorney services and related administrative fees. The Loan is payable not later than three (3) years from the date of the loan. The conditions of granting the loan with final validity are decided by the Presidium of the SAS according to the current financial situation.
- 7.4. If a patent is granted to an SAS organization after filing an application under the PCT in the subsequent national phase, the SAS organization is entitled to financial support from central sources in the amount of EUR 1,000 for each granted patent. When granting a European patent, the SAS organization is entitled to financial support (to cover the costs associated with the filing, validation and maintenance of a European patent) in the amount of EUR 5,000 from central sources.
- 7.5. If the SAS organization properly maintains the industrial property protection of the object of IP, it is entitled to reimbursement of costs associated with the services of the Slovak (SK) patent attorney from the central sources of SAS if it is provided by TTO SAS, even if a license agreement has been concluded for the IP object.
- 7.6. Items 7.2., 7.4. and 7.5. of the Principles herein do not apply to a situation where:
  - the IP object will meet the conditions for granting specific financing for the given activities from other sources,
  - the costs of the patent attorney's services are part of the budget of the implemented project.
- 7.7. In order to create conditions for a gradual reduction of a demand for central resources of the SAS Chapter for patent protection, the SAS organizations that will use the support according to items 7.2., 7.4. and 7.5., are obligatory, after repayment of all loans according to item 7.3., to the budget of Chapter to contribute 5% of the net revenues coming from granting a license for use of IP object during the period of time receiving these revenues by the SAS organization or its successor who obtains those revenues in lieu of SAS. Other revenues remain within the SAS organization, which pays remuneration to the originators according to the following article. The net revenue is calculated as a difference between all the revenues of the SAS organization from licensing and costs actually incurred by the SAS organization for the given patent protection reduced by costs that have already been reimbursed to the SAS

organization from central sources according to the stipulations of items 7.2. and 7.4. of the Principles herein.

## **Article 8**

### **Remuneration to originators and directors**

- 8.1. The originator (s) against whom the SAS organization has exercised the right to a solution according to items 5.3., 5.4. or 5.11. of these Principles has the legal right to an appropriate remuneration. When determining the amount of remuneration, the decisive factor is the technical and economic importance of the IP object and the benefits achievable through its use or other applying, taking into account the employer's material contribution to the creation of the IP object and the scope and content of the originator's work mission. The director of the SAS organization decides on the final remuneration to the originator (s). These Principles determine the minimum exercises of originator, which the director of the SAS organization must respect when deciding on remuneration
- 8.2. Minimum remuneration for originator towards whom the SAS organization has exercised the right to a solution according to items 5.3., 5.4. or 5.11. of the Principles herein consists of two parts:
  - A single remuneration fee in the minimum amount of EUR 750, which is payable within one (1) month from the exercise of the right by the SAS organization towards the originator. The SAS organization is entitled to a refund of costs associated with the payment of this remuneration (including mandatory insurance contributions) up to the amount of EUR 1,000 (thousand) from the central resources of the SAS Chapter allocated in the TTO SAS budget. The condition for a refund is the filing of a patent application pursuant to item 5.17. of the Principles herein.
  - Regular remuneration amounting to of 40% of the net proceeds from the granting of a license to use the object of IP within the course of receiving this income by the SAS organization or its successor who obtains this income in lieu of SAS. The net return is calculated according to the procedure described in item 7.7. herein. After the payment of the total remuneration to the originator amounting to at least EUR 100,000 the minimum value of the remuneration being received regularly further according to this item is reduced to 20% of the net income. Regular remuneration according to this item is considered as additional compensation according to § 11 of the Patent Act, § 11 of the Utility Models Act or according to § 12 of the Act about Designs.
- 8.3. In the event that the IP object matter has been created by several co-originators, the remuneration referred to in the previous paragraphs of this Article shall be divided among the individual co-originators on the basis of their originator's shares in accordance with item 4.6. of these Principles, with respect to the stipulations of items 8.4. and 8.5. herein the Principles. The item 4.7. of these Principles is not affected.
- 8.4. If the co-originators are employees of several SAS organizations, the net income and remuneration of the co-originators will be appropriately distributed on the basis of an agreement and shares concluded in accordance with item 4.6. of these Principles, taking into account the stipulations of 7.7. herein the Principles. Point 4.7. herein is not affected.
- 8.5. If the co-owner of the IP object is a physical entity or a legal entity outside the SAS, the share of such organization, or/and co-originator in net income shall be

determined in advance in the agreement in accordance with item 4.6. of these Principles, taking into account not only the authors' shares but also the share of the costs paid when obtaining patent protection. The item 4.7. herein the Principles is not affected.

- 8.6. For concluding each license agreement for the object IP, including the agreement according to item 5.11. of these Principles, the director of the SAS organization is entitled to a single remuneration fee amounting to EUR 1,000 (one thousand) (including mandatory insurance contributions) from the central resources of the SAS, provided that the total net revenue from the provision of license, or/and transfer of rights reaches the amount of min. EUR 10,000. This condition does not apply to a license granted under item 5.11. of the Principles herein.
- 8.7. The payment of rewards according to this article of these Principles is monitored and registered by TTO SAS, providing administrative support if necessary.

### **Article 9.**

#### **Research collaboration with other entities**

- 9.1. In case of contract research, the director of the SAS organization is obliged to conclude an Agreement on research collaboration and development project<sup>5</sup>, which will define the rights and obligations of the parties regarding the use of the existing IP of the SAS organization, as well as a possible object IP created within the solution of the contractual project. Other agreements to ensure cooperation (e.g. within the framework of projects financed from the Structural funds of EU, projects of the EU Framework Programs, etc.) are also considered to be a Cooperation Agreement on the research and development project if they regulate the rights and obligations of the parties regarding IP following from the cooperation.
- 9.2. The cooperation agreement on the research and development project should contain in particular:
- a) definition of entities participating in the project,
  - b) objectives and expected outcomes of the cooperation,
  - c) contributions of the Parties to the cooperation; it also includes a detailed description of the intellectual property that the parties bring to the cooperation, the method of using the so-called background<sup>6</sup> and the exercises of the contracting parties in connection with its use,
  - d) definition of the rights and obligations of the contracting parties arising from the cooperation,
  - e) a distribution of the reimbursement of costs for research and development and for the protection of the created IP,
  - f) claims of the contracting parties for the use of the created IP, a so-called foreground<sup>7</sup>, and the estimated sizes of their shares; the manner of its use and the exercises of the contracting parties in connection with its use,
  - g) duration and stages of the project,

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<sup>5</sup> Before signing this agreement, it is recommended to consult its clauses with TTO SAS, which has prepared alternative solutions to typical situations of contract research.

<sup>6</sup> Background – a know-how and intellectual property that was available to the Contracting Party prior to cooperation and that is necessary to carry out the collaboration.

<sup>7</sup> Foreground – results generated in the course of the collaboration, regardless they can be industrial-legally protected.

- h) distribution of assets (revenues) acquired during the project among the contracting parties after its completion,
- i) a confidentiality agreement on confidential information.

9.3. The director of the SAS Organization, who shall act with professional care, is accountable for due conducting of the SAS organization's rights and obligations following from the Agreement on Cooperation in the Research and Development Project when also applying other articles of these Principles.

## **Article 10.**

### **Rights and obligations of TTO SAS**

- 10.1. TTO SAS is established by a founder in order to improve the transfer of research results of SAS organizations into practice, including assistance with ensuring the industrial and legal protection of IP objects and their commercialization.
- 10.2. TTO SAS is authorized to receive, register and further process notifications on the origin of the object of IP, including appendices, on behalf of the SAS organization. TTO SAS is obliged to inform the director of the SAS organization about all steps taken, as well as the following ones.
- 10.3. TTO SAS represents for SAS organizations a contact / information point regarding protection of industrial property of SAS organizations and commercialization of IP objects.
- 10.4. TTO SAS performs activities in the field of industrial property protection, commercialization and popularization as follows:
  - comprehensive support for SAS organizations' IP protection,
  - comprehensive monitoring of individual actions in IP protection and taking measures for optimal and effective IP protection,
  - providing consulting and managerial services in the field of IP protection,
  - industrial property management (administrative assistance to originators and directors of SAS organizations on demand),
  - ordering the implementation of patent searches regarding state of the art technique situation (to the Industrial Property Office of the Slovak Republic and/or the PATLIB Patent Information Center residing at the Center of Scientific and Technical Information Bureau of the Slovak Republic) on grounds of submitted notification or demand made by the SAS director,
  - collaboration when preparing the patent applications and utility model applications, internal education of the SAS organizations employees,
  - interactivity with marketing (preparing assignments for databases of technological offers and on the SAS website),
  - analysis of the market potential of the IP object including segments of potential applications,
  - identification and addressing of potential applicants to grant a license for the IP object,
  - collaboration on popularization articles,
  - arranging B2B meetings,
  - negotiations on cooperation regarding utilization of the IP object,

- mediation of negotiations, preparation of licensing and other agreements between SAS organizations and third parties, the aim of which is the use and financial appreciation of the IP object,
- collaboration with the SAS's Department for Communication and Media and other organizational departments and
- further steps towards the transfer of the IP object into practice, or/and to cooperation.

## **Article 11**

### **Common final stipulations**

11.1. Rights and obligations not specifically regulated in these Principles herein are governed by commonly binding legal regulations as amended, in particular the Act No. 40/1964 Collection of Civil Code, the Patent Act, Act No. 513/1991 Collection of Commercial Code, the Utility Models Act and other commonly binding legal regulations.

11.2. The following annexes are part of the Principles herein:

Annex No. 1: Notification about creation of an industrial property object

Annex No. 2: Description of the industrial property object

Annex No. 3: Exercising the right to the industrial property object

These Principles were approved on 10<sup>th</sup> December 2020 at the 39<sup>th</sup> meeting of the SAS Presidium by the Resolution No. 1141.C.

The present Principles shall come into force on the day following the day of their publication on the SAS website.

Bratislava, dated 04.03.2021

prof. RNDr. Pavol Šajgalík, DrSc., v. r.  
the President of Slovak Academy of sciences

name,	surname,	title,	originator's	domicile	address
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Dear Madam/Dear Sir,  
 director/directress 's name, surname, title  
 directress/director  
 address/residence of Employer

place, date

### Notification about creation of an industrial property object

Dear Directress,  
 Dear Director,

I would like to inform you that, in my opinion, I have created an industrial property object, the description of which is a part of the submitted documentation, in the frame of the performance of work tasks arising from my employment or similar employment relation with my Employer (name of employer - SAS organization).  
 The working title of the industrial property object "title".

At the same time along with this Notification, hereby I am submitting you the documents necessary for assessing the present industrial property object.

I also declare that I have not yet informed the third parties about the created industrial property, I will continue to maintain confidentiality towards the third parties, unless I am relieved of this confidentiality by my Employer. Equally, I undertake to provide my Employer with the necessary cooperation for the purposes of assessing the object of industrial property and ensuring its industrial and legal protection.

List of the co-origimators of the industrial property object:  
 name, surname, title of the author: Name, surname, title of the author  
 Employer: Name

.....  
 the originator's name

### Attachments

No.1 – description of industrial property object

No.2 - drawings

.No.3

-

prototype

...





## Description of the industrial property object

Name:

### 1 DESCRIPTION OF ITS NATURE AND FUNCTION

#### 1.1. Theoretical description of the Industrial property object <sup>8</sup>

- explanation of the essence (brief annotation for non specialists)
- detailed description

#### 1.2. Practical description and applying possibilities of Industrial property object (IPO)

- the field of technology to which IPO relates
- a brief description of status of techniques in the given field so far
- what problem IPO resolves, what is its purpose,
- how the problem has been resolved so far,
- what is the novelty and industrial applicability of IPO,
- advantages / disadvantages compared towards the current status,
- examples of use + what are other areas of utilization;
- other opportunities of utilization of IPO in other fields of human activity
- description / clarification of annexes

#### 1.3. Degree of IPO development

- |   |   |
|---|---|
| <input type="checkbox"/> <sup>9</sup> just an idea                      | <input type="checkbox"/> <sup>2</sup> prototype, or operational use |
| <input type="checkbox"/> <sup>2</sup> written description               | <input type="checkbox"/> <sup>2</sup> activity test results         |
| <input type="checkbox"/> <sup>2</sup> drawings                          | <input type="checkbox"/> <sup>2</sup> fully validated model         |
| <input type="checkbox"/> <sup>2</sup> complete description              | <input type="checkbox"/> <sup>2</sup> pilot piece production        |
| <input type="checkbox"/> <sup>2</sup> completion of laboratory research |   |

#### 1.4. Keywords for state search purposes

- in Slovak:
- in English:

### 2 CIRCUMSTANCES OF THE ORIGIN OF IPO

*The present and the following section serve to review and evaluate liabilities and obligations, e.g. resulting from joint research with partners outside the SAS organization.*

- a brief overview of all concluded agreements (in relation with the activities resulting in the creation of the IPO and its subsequent publication and use) - to give names

IPO- object of industrial property

<sup>9</sup> Checkbox – to tick yes you change as follows: with the mouse right click you choose item „properties“ , in part „default value“ you select „ tick“

## 2.1. Collaboration in the creation of IPO

a list of co-authors (originators) who contributed to the creation of the industrial property object

(name, surname, title, employer / organization + percentage of proportional share in IPO creation):

- conclusion / non-conclusion of the Agreement on shares in the creation of IPO
- contact details of co-authors (name, e-mail, phone, mobile phone, domicile address)

arrangement of relations between co-authors

- a description of the rights concerning the protection and use of the resulting IPO following from the concluded agreements (with project partners, with the grant provider) - e.g. which of the partners has the right to use IPO and to what extent, which of the partners will register the created IPO for industrial and legal protection, if they have agreed on it ...

## 2.2. Financing

- from what sources was the research financed, within of which the IPO was created

## 3 PUBLICITY AND DISCLOSURE OF THE NATURE AND FUNCTION OF THE IPO

- has the IPO been published? (if yes, describe the circumstances under which the publication took place)
- an overview of the partial results concerning IPO having been published so far
- what publicity agreements have been concluded, what and when should be published?

.....  
signature of the originator

Institute ..... SAS, street, postal code, city (address of the SAS organization)

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Dear Sir / Madam  
the originator's name, surname, title  
the originator's domicile address

### **Exercising the right to the object of industrial property**

Dear Sir / Madam [name of the originator](#),

I would like to inform you that after careful assessment of the documents relating to the industrial property object having a working title "[name](#)", the creation of which I have been notified by receiving the *Notification of creation of the industrial property object* and respective annexes [on the date of registration](#) as a statutory representative of your employer, [of the Institute ..... SAS](#), in accordance with commonly binding legal regulations of the Slovak Republic, hereby

#### **I exercise**

the right to the given object of industrial property

On grounds of the above, I award you or/and the originator's team a reward of Euros [750](#) (in words [seven hundred and fifty Euros](#)).

Where (city), date

.....  
[name, surname, title, director](#)