

PRINCIPLES of SAS

*for the exercise, protection and use of rights to industrial property of organizations
established by the Slovak Academy of Sciences*

Article 1.

Purpose and subject

- 1.1. In view of the fact that scientific knowledge arises within the organizations under the founding authority of the Slovak Academy of Sciences (hereinafter referred to as "SAS") with support from the state budget, in order to effectively address the protection and management of industrial property resulting from this knowledge, the PRINCIPLES of SAS for the exercise, protection and use of rights to industrial property of organizations established by the Slovak Academy of Sciences (hereinafter referred to as "Principles") are established.
- 1.2. The purpose of the Principles is to motivate SAS organizations and their employees to protect effectively the industrial property created within their work activities, to establish the procedural rules for ensuring such protection, to define the method of remuneration of inventors and to determine the financial support for patent protection from central resources of the SAS Chapter.
- 1.3. The subject of the Principles is the determination of rights and obligations of SAS organizations and their employees in dealing with industrial property objects administered by an SAS organization, 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 Presidium 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 regulations so that they do not conflict with these Principles no later than three (3) months from the date these Principles take effect.
- 1.5. The provisions of these Principles shall apply to the specialized and service organizations (Section 20 of the Act No. 133/2002 Coll., the Act on the Slovak Academy of Sciences) to the extent to which they are relevant to them.

Article 2.

Definitions of some terms

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

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

Commercial utilization of industrial property (commercialization) - financial or other valorization of the SAS organization's industrial property (e.g. through the granting of licenses, etc.).

Acting with professional care – a qualified level of conduct legitimately required from members of statutory bodies of legal entities, which includes, in particular, their obligation to prepare decisions properly, the obligation to obtain sufficient information on time, the obligation to act in accordance with accepted technical, financial and economic methods, as well as the obligation to adhere to the usual standard of commercial prudence and risk minimization.

Trade secret - all facts of commercial, production or technical nature related to the SAS organization which have an actual or at least potential material or immaterial value; the SAS organization intends to use them within its business activities, they are not commonly available in the relevant business circles, they shall be kept confidential according to the SAS organization's will and the SAS organization ensures their confidentiality in an appropriate manner.

Protection of industrial property (industrial-legal protection) - 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 in the registers of the relevant offices.

Patent - a protective document by which the state grants to its owner the exclusive right 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, supplementary protection certificates and on alterations of and additions to certain laws (Patent Act).

Fulfilment of tasks from an employment relationship – performance of activities by an employee (inventor) in accordance with his/her job description under an employment contract or one of the agreements on work performed outside an employment relationship. The fulfilment of tasks from the employment relationship shall be considered also the implementation of activities in connection with the solution of research-development and similar projects, the solver of which, although partially, is the SAS organization.

Inventor - a natural person who, through his/her own creative activity, or in cooperation with other inventors (co-inventors), has created an industrial property object.

Employment relationship - a legal relationship between an employee and an employer established by an employment contract, or one of the agreements on work performed outside an employment relationship, or a similar employment relationship.

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

Industrial Property (IP) – the results of creative intellectual activity that are new and industrially applicable. This includes inventions, technical solutions, designs, topographies of semiconductor products, improvement proposals, new plant varieties; these Principles apply to trademarks to such extent to which they are relevant to them.

Co-inventor - a natural person who has, to a certain extent, contributed through his/her own creative activity to the creation of an industrial property object.

Technology transfer - the process of transferring knowledge into practice, which includes ensuring the industrial-legal protection of objects of industrial 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.

Use of industrial property object - actual use or exploitation, or granting of the right to use the object of industrial right to other persons through a license or other agreement.

Design Act – the Act No. 444/2002 Coll. on designs, as amended.

Act on Utility Models – the Act No. 517/2007 Coll. on Utility Models and on Amendment and Supplementation of Certain Acts, as amended.

Employee - a natural person in an employment relationship with an SAS organization as defined in these Principles. It also applies *mutatis mutandis* to students of the 1st, 2nd and 3rd degree of university study who do not have an employment relationship with the SAS organization, but the SAS organization is their training workplace. Note: If the student of 3rd degree of university study is not an employee of the SAS organization, the creation, protection and use of rights to industrial property of the SAS organization must be addressed in advance in an agreement between the SAS organization and the relevant university.

Employee design - design created by the inventor or co-inventor in the course of fulfilment of tasks from an employment relationship.

Employee invention - an invention created by the inventor or co-inventor within the employment relationship with the SAS organization; for the purposes of these Principles, an employee solution pursuant to Section 11 of the Act on Utility Models is also considered an employee invention.

Unless expressly stated that the time limits referred to in these Principles are to be understood as working days (according to the meaning in the Slovak Republic), such time limits shall be deemed to refer to calendar days.

Unless expressly provided otherwise in these Principles, the time limits referred to in these Principles by the term “without undue delay” shall be considered observed if the relevant action is carried out no later than on the first working day immediately following the day on which the event decisive for the commencement of the time limit occurred.

Terms and abbreviations used in these Principles that are not expressly defined herein shall have the meaning as established in other internal regulations of the Slovak Academy of Sciences or as would be normally attributed to them by a person with appropriate knowledge.

Article 3.

General obligations of the SAS organization and its employees

- 3.1. The SAS organization is obliged to protect the created IP, to effectively valorize the results of research and development, and to 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 interests of the state and of the SAS organization. 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 the IP and to other intellectual property.

- 3.3. An employee of an SAS organization who comes into contact with information or documents containing information about the IP, to which the SAS organization can exercise the right or has exercised the right, is obliged to maintain confidentiality about them towards third parties at least until the IP is made public in accordance with generally binding legal regulations. In other cases, at least until he/she is, on his/her justified request, released from this obligation by a decision of the director of the SAS organization (e.g. by e-mail).
- 3.4. The obligation of confidentiality under point 3.3. of these Principles does not apply when providing cooperation to a patent attorney, employees of the TTO SAS or another entity when ensuring the legal protection of the IP object and its commercialization, provided that the confidentiality of these persons is contractually ensured or results from their function.
- 3.5. The inventor, as well as the employee who is not the inventor/co-inventor, is obliged to refrain from disclosing the IP object in oral, written or other form. In particular, he/she may not make the IP object public by publishing its essence in periodical press, including professional and scientific periodical press, through other mass media, or during lectures or conference presentations, or by disclosing it in a defence of a dissertation, etc. during the period specified in point 3.3. of these Principles, unless the right to the IP object has been transferred to the inventor pursuant to points 5.12. or 5.13. of these Principles.
- 3.6. Before the termination of the employment relationship or similar employment relationship with the SAS organization, the inventor from the SAS organization is obliged, within a reasonable period, to hand over all records, documents, and other information carriers available to him/her concerning the IP of the SAS organization, and to inform of any circumstances that he/she believes could, in the future, endanger the legitimate interests of the SAS organization related to the IP.
- 3.7. The inventor or other persons who violate any obligation under these Principles shall be liable for any damage caused by their actions; this shall not affect their potential labour law or criminal law liability. Violation of any obligation under these Principles by an employee of an SAS organization, resulting in damage to state property or the threat of such damage, shall be considered a serious breach of work discipline with relevant labour law consequences.
- 3.8. The rights and obligations under these Principles remain in force even after the termination of the employment relationship, similar employment relationship, or membership relationship between the employee and the SAS organization.

Article 4

Notification of creation of industrial property of SAS organization

- 4.1. The right to the IP object, created in the course of fulfilment of tasks from the inventor's employment relationship with the SAS organization, belongs to the state, which in this case is represented by the respective SAS organization (as the administrator of state property), unless the parties to the relationship have agreed otherwise in advance. The right of inventorship is not affected.
- 4.2. An inventor who, in the course of fulfilment of his/her work tasks from the employment relationship with the SAS organization, has created a result which he/she considers, or should assume based on his/her experience, that the result meets the legal conditions for

one of the objects of IP, or assumes its possible commercial use, is obliged to notify the employer of this in writing without undue delay after its creation.

- 4.3. The inventor shall notify the employer about the result according to point 4.2. by means of the electronic portal administered by the TTO SAS as follows:
- The inventor shall prepare in writing the document "Description of the object of industrial property" (hereinafter referred to as "description")¹, in which he/she shall describe the technical problem and its solution, as well as the origin and essence of the IP object, sufficiently for a person skilled in the art to be able to carry out the given IP object based on this description. The inventor shall use the form, which is available electronically on the TTO SAS website: http://www.TTO.sav.sk/_site/sk/Pre-vedcov-SAV/stahuj/. The inventor shall then print the description and sign it in the designated place. For security reasons, the description shall not be sent electronically anywhere at this stage.
 - Subsequently, on the TTO SAS website: http://www.TTO.sav.sk/_site/sk/Prevedcov-SAV/nahlasenie/, the inventor shall fill out the form "Notification of creation of the object of industrial rights" (hereinafter referred to as "notification")², which contains fields specifying the inventor, the co-inventors, and their employers, the title 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 out the form and sending it electronically, the system will automatically generate the text of the notification (in RTF format) and will deliver it to the e-mail inboxes of the inventor, the director of his/her employer at SAS and the head of TTO SAS.
 - The generated notification, which the inventor (the notifier) will receive in his/her e-mail inbox, shall be printed by the inventor and signed in the designated place.
 - The signed notification, together with the signed description and any additional supporting documentation necessary for the assessment of the object of industrial property, shall then be delivered by the inventor to the head of TTO SAS, either in person or by mail via the Filing Office of the SAS Office.
 - In case of any uncertainties or questions, the inventor shall contact the TTO SAS which will provide him/her with appropriate support.
- 4.4. The delivery of the notification together with its attachments shall be registered in the incoming mail of the SAS Office, assigned a number in accordance with the registry rules, and the inventor shall receive confirmation of receipt of 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 IP object, it will without undue delay inform in writing (by e-mail) the inventor and the statutory representative of the inventor's employer and will request additional information, even repeatedly if necessary. The time limit according to point 5.3. shall commence upon delivery of the additional information.

¹ A template of the description can be found in Annex No. 2 to these Principles.

² A template of the notification can be found in Annex No. 1 to these Principles.

- 4.6. In case that the IP object was created by several co-inventors, the co-inventors are obliged, after the notification of the creation of the IP object, to sign an Agreement on Shares on Creation of Industrial Property Object (hereinafter referred to as “Agreement”), in which they shall specify the percentage share representing their contribution to the creation of the IP object (the shares of the individual co-inventors shall be determined on the basis of the creative scientific and knowledge, or other relevant contributions that each of the co-inventors contributed to the creation of the IP object). The Agreement shall be signed no later than within one (1) month from the exercise of the right to a solution by the employer; otherwise, it shall be deemed that the shares of all co-inventors listed in the notification are equal. If the co-inventors are employees of various SAS organizations, their shares shall be reflected in the Agreement on Shares on the Right to the IP between the respective SAS organizations. The signing of the necessary agreements is provided by TTO SAS in cooperation with the co-inventors and directors of SAS organizations.
- 4.7. If, after the determination of the co-inventors’ shares pursuant to point 4.6 of these Principles, it turns out that the group of co-inventors or the respective shares have not been determined correctly, any co-inventor or the statutory representative of the co-inventor’s employer shall without undue delay inform the TTO SAS thereof, state the relevant reasons, and submit a proposal for a new determination. The TTO SAS shall invite all other co-inventors and the statutory representatives of their employers to provide their comments on the proposed new determination within a reasonable period, which shall not be shorter than 14 days. At the same time, they shall be informed that if written consent to the new determination is not provided by all parties within the given period, the determination of shares shall be decided by a court upon the proposal of one of the parties involved.
- 4.8. In order to fulfil the obligation to notify the creation of the IP object by each of the co-inventors, it is sufficient if this IP object is notified in the manner described above by at least one of the co-inventors from the SAS organization, provided that he/she lists all other co-inventors in the notification. Further communication concerning the IP object shall then take place mainly, but not exclusively, with the inventor who filed the notification.

Article 5.

Exercise of the right to the industrial property of the SAS organization and its administration

- 5.1. Upon receiving the notification, the TTO SAS shall examine the IP object to the extent of fulfilment / non-fulfilment of legal conditions for obtaining protection (patentability of inventions and exclusions from patentability, conditions of protection and exclusions from protection of technical solutions). The TTO SAS shall inform the director of the SAS organization and all co-inventors about the result of the examination.
- 5.2. The director of the SAS organization shall assess the IP object that has been notified to him/her in terms of meeting the conditions for granting a patent or other form of industrial legal protection, and the commercial potential of the IP object, and shall decide on the exercise or non-exercise of the right to a solution. For this assessment, the director can use the services of the TTO SAS 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 point 5.9. of these Principles.

- 5.3. The SAS organization may exercise the right to a solution towards the inventor in writing³ within three (3) months from the delivery of the notification. TTO SAS shall 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 inventor shall be entitled to an appropriate remuneration in accordance with point 8.1. of these Principles.
- 5.4. In case of an employee invention, the filing of an application, a European patent application or an international application, the subject of which is the IP object and in which the inventor who created the given IP subject is named as the inventor, is also considered to be an automatic exercise of the right to a solution.
- 5.5. In case the SAS organization exercises the right to a solution in a manner other than through the TTO SAS, the director of that SAS organization is obliged to inform the TTO SAS without undue delay.
- 5.6. If the SAS organization exercises the right to a solution, it is obliged to inform the inventor in writing about the chosen method of protection of the IP object in accordance with point 5.17. and / or 5.18. of these Principles.
- 5.7. An e-mail sent to the inventor / co-inventors by an TTO SAS employee or a patent attorney with the identification data of the filed application and its full text is also considered to fulfil the obligation to inform the inventor according to the previous point.
- 5.8. The inventor of the IP object, to which the SAS organization has exercised the right, is obliged to provide the SAS organization or the TTO SAS the necessary cooperation in the process of ensuring the legal protection of the given IP object and its commercialization. This obligation remains even after the termination of the employment relationship between the inventor and the SAS organization.
- 5.9. If the employer of the inventor, or none of the employers of the co-inventors, is not interested in exercising the right to the IP object, and the inventors or co-inventors are only employees of SAS organizations, the directors of these SAS organizations are obliged to inform the TTO SAS of this fact without undue delay, but not later than within one (1) month from the delivery of the notification, so that TTO SAS may determine potential interest in the given IP object of another SAS organization before the expiry of the deadline according to point 5.3. of these Principles.
- 5.10. When determining the interest in the IP object according to point 5.9. of these Principles, the TTO SAS will address through the vice-presidents of the SAS Sections the selected directors of SAS organizations with an offer of the created IP object. All participants are obliged to maintain the confidentiality of the IP object, to which the TTO SAS shall bind them in writing before submitting the information about the IP object. The TTO SAS shall inform without undue delay the director of the SAS organization, which employs the inventor who filed the notification, about the result of the determination of interest.
- 5.11. If point 5.9 of these Principles is followed and another SAS organization expresses interest in the IP object based on the determination of interest by TTO SAS, the director of the SAS organization, which employs the inventor who filed the notification, is

³ A template of the exercise of the right to the object of industrial property is given in Annex No. 3 to these Principles.

obliged within the period according to point 5.3. of these Principles to exercise the right to a solution and subsequently, depending on the specific circumstances, to grant a license to that 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, within the period according to point 5.3. of these Principles, no SAS organization expresses interest in the IP object in accordance with points 5.9. to 5.11. of these Principles, the statutory representative of the inventor's employer, who filed the notification, shall definitively decide not to exercise the right to the IP object and shall inform the inventor in writing about this through the TTO SAS. At the same time, the director shall return to the inventor the complete documentation for the notified IP object. By the decision not to exercise the right, the right to the IP object is transferred to the inventor, 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 shall be transferred to the inventor also in the case if the director of the SAS organization does not notify the inventor of such a decision in writing within the period according to point 5.3. of these Principles.
- 5.14. Until the expiry of the period for exercising the right to a solution, until the exercise of the right to a solution, or until the transfer of the right to a solution to the inventor, whichever occurs first, the SAS organization and the inventor are obliged to maintain confidentiality about the IP object towards third parties. 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 or legally ensured or if confidentiality arises from their function.
- 5.15. If the SAS organization exercises the right to a solution, the inventor is obliged to maintain the confidentiality of the IP object towards third parties according to point 3.3. of the Principles. Even after the deadline specified in point 3.3. of these Principles, the inventor cannot disclose information about the IP object beyond the information currently available to the public. In case of ambiguity, the inventors are advised to consult the scope of publication with TTO SAS.
- 5.16. If the right to a solution has been transferred to the inventor in accordance with point 5.12. or 5.13. of these Principles, the SAS organization is obliged to maintain the confidentiality of the IP object towards third parties until it is made available to the public. Even after this deadline, the SAS organization cannot disclose information beyond the information currently available to the public.
- 5.17. If the SAS organization exercises the right to the IP object, the director in cooperation with the inventor and the TTO SAS shall ensure, within the shortest possible time, but not later than within six (6) months from the exercise of the right to a solution, or from the publication of the contract by which a license was granted according to point 5.11. of these Principles in the Central Register of Contracts, the legal protection of the IP object by filing a national (SK) application to the Industrial Property Office of the Slovak Republic according to the Patent Act or according to the Act on Utility Models. TTO SAS shall provide the necessary administrative and legal support, including the provision of a suitable patent attorney. The costs associated with the preparation and filing of this application are paid by TTO SAS from its budget.

5.18 After filing 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 inventor in cooperation with the TTO SAS and possibly a patent attorney or an external advisor shall 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, the competition and financial possibilities of the SAS organization. Based on this assessment, the TTO SAS shall prepare a draft of the protection strategy and submit it to the director of the SAS organization within eight (8) months from the filing of the national (SK) application. The director of the SAS organization shall decide within nine (9) months from the filing of the national (SK) application on:

- a) filing of the international PCT⁴ application,
- b) filing of a European patent application,
- c) filing of a foreign national application, or
- d) another form of legal protection.

The director of the SAS organization is obliged to justify in writing any deviation from the submitted draft of the protection strategy that is or could be to the detriment of the SAS organization as the administrator of state property.

5.19 The SAS organization is obliged to maintain the protection of the IP object at least (a) for the duration of any negotiations with interested parties in the object of the IP and thereafter.

5.20. Administrative and legal support of the entire process of ensuring and maintaining the protection of the IP object is provided by the TTO SAS in cooperation with the inventor and the director of the SAS organization. The scope of support of TTO SAS is specified in Article 10 of these Principles. The SAS shall provide financial support from the central resources of the SAS Chapter to the extent specified in Article 7 of these Principles. 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 facilitated by TTO SAS. In this case, however, the director of the SAS organization is not entitled to the financial support from the central resources of the SAS Chapter according to points 7.1. and 7.2. of these Principles.

5.21. The provisions of this Article of these Principles relating to the right to solution and employee invention shall apply *mutatis mutandis* to the right to design and employee design as well.

5.22. The director of the SAS organisation shall be responsible for the proper and timely adoption and implementation of the SAS organization's decisions regarding the exercise or non-exercise of the right to the solution, and the ensuring and maintenance of legal protection pursuant to this Article of these Principles, while the director shall act with professional care.

Article 6. Commercialization of IP

⁴ 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 an invention simultaneously in a large number of contracting states by filing a single international application.

- 6.1. If there is no agreement on utilization of the IP object, no negotiations with interested parties regarding the IP object are conducted etc., after filing the national (SK) application to obtain industrial-legal protection of IP object (according to point 5.17.), activities related to the promotion of the IP object shall be gradually carried out in order to effectively commercialize the protected research results.
- 6.2. In accordance with point 6.1. of these Principles, the director of the respective SAS organization with possible support of the TTO SAS shall ensure the preparation of texts for a marketing sheet with commercially interesting aspects of the IP object, suitable for publication in publicly accessible media.
- 6.3. After approval of the publication of the text by the director of the SAS organization (by e-mail), the TTO SAS shall subsequently ensure:
- editing of the texts into the form of a marketing sheet,
 - publication in a suitable form on the SAS website,
 - publication in other media, in particular in technology offer databases,
 - it contacts selected technology transfer agencies and offers them the prepared materials,
 - it includes the materials in marketing events (e.g. B2B meetings) organized by the TTO SAS or by other organizations cooperating with TTO SAS.
- 6.4. In order to effectively commercialize the protected research results, in addition to the activities referred to in points 6.2. and 6.3., the TTO SAS shall ensure the following:
- analysis of the market potential of the IP object, while in cooperation with the inventor it shall suggest segments of potential applications and identify potential interested parties for granting of a license;
 - first non-binding addressing of potential interested parties with an offer with the aim to grant a license, in cooperation with the respective SAS organization and inventors, whereby the prior consent of the director of the respective SAS organization is required to make such an addressing;
 - where necessary, the TTO SAS shall ensure the signing of a confidentiality agreement and only then will further communication with the subject take place. At this stage, the full collaboration of the inventors and the director of the SAS organization is required.
- 6.5. TTO SAS monitors continuously the status of protection of the IP object and its valorization, while it is assisting SAS organizations in all activities leading to the possible valorization of resources invested in the protection of IP objects. It regularly, at least twice a year, informs the SAS Presidium about the status of patent and other protection of the IP object and its valorization, which takes appropriate measures.
- 6.6. The director of the SAS organization shall be responsible for selecting an appropriate method of IP commercialization and for the proper negotiation and fulfilment of the contractual terms, including the revenues from IP commercialization, while the director of the SAS organization is obliged to act with professional care.

Article 7.

Financial support of patent protection in SAS

from the central resources of the SAS Chapter

- 7.1. When protecting IP according to point 5.17. of these Principles, the SAS organization will be provided with free support through the TTO SAS, including financing the services of a suitable patent attorney and the payment of administrative fees associated with the filing of the application, which will be paid from central resources.
- 7.2. When extending patent protection according to point 5.18. of these Principles through TTO SAS and patent attorneys provided by the SAS Presidium, the SAS organization is entitled to reimbursement of costs associated with the services of the patent attorney from the central resources 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 from central resources.
- 7.3. If the SAS organization decides after filing a PCT application to enter in the national phases within the relevant period, it is entitled to a repayable loan from the central resources of the SAS Chapter up to the maximum amount of the costs of patent attorney services and related administrative fees. The loan is payable no later than three (3) years from the date of granting the loan. The conditions for granting the loan with final validity shall be decided by the SAS Presidium according to the current financial situation.
- 7.4. If, after filing a PCT application, a patent is granted to the SAS organization in the subsequent national phase, the SAS organization shall be entitled to financial support from central resources in the amount of EUR 1,000 for each granted patent. In the case of a granted European patent, the SAS organization shall be entitled to financial support (to cover the costs associated with the filing, validation, and maintenance of the European patent) in the amount of EUR 5,000 from central resources.
- 7.5. If the SAS organization properly maintains the industrial-legal protection of the IP object, it shall be entitled to reimbursement of costs associated with the services of the Slovak (SK) patent attorney from the central resources of SAS if it is provided by TTO SAS, even if a license agreement has been concluded for the IP object.
- 7.6. Points 7.2., 7.4. and 7.5. of these Principles do not apply to a situation where:
 - the IP object will meet the conditions for receiving targeted funding for the given activities from other sources,
 - the costs of the patent attorney's services are part of the budget of an implemented project.
- 7.7. In order to create conditions for the gradual reduction of the need for central resources of the SAS Chapter to fund patent protection, SAS organizations that have used support under points 7.2, 7.4, and 7.5 are obliged, after repaying all loans pursuant to point 7.3, to transfer to the budget chapter 5% of the net revenues from the granting of a licence for the use of the IP object, for as long as such revenues are received by the SAS organization or its successor receiving them in its place. Other revenues remain within the SAS organization, which pays remuneration to the inventors from them according to the following Article. The net revenue is calculated as the difference between all revenues of the SAS organization from the granting of a license 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 resources according to the provisions of points 7.2. and 7.4. of these Principles.

Article 8

Remuneration to inventors and directors

- 8.1. The inventor (inventors) against whom the SAS organization has exercised the right to a solution according to points 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 technical and economic importance of the IP object and the benefits achievable through its use or other application are decisive, while taking into account the employer's material contribution to the creation of the IP object and the scope and content of the inventor's work tasks. The final remuneration to the inventor (inventors) shall be decided by the director of the SAS organization. These Principles determine the minimum claims of the inventor, which the director of the SAS organization must respect when deciding on the remuneration.
- 8.2. The minimum remuneration for the inventor towards whom the SAS organization has exercised the right to a solution according to points 5.3., 5.4. or 5.11. of these Principles consists of two parts:
- A one-time remuneration 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 inventor. The SAS organization is entitled to a refund of the costs associated with the payment of this remuneration (including mandatory contributions) up to the amount of EUR 1,000 from the central resources of the SAS Chapter allocated in the TTO SAS budget. The condition for the refund is the filing of the patent application pursuant to point 5.17. of these Principles.
 - Regular remuneration in the amount of 40% of the net revenues from the granting of a license for the use of the IP object during the period in which these revenues are received by the SAS organization or its successor which receives them in its place. The net revenues are calculated according to the procedure described in point 7.7. herein. After the payment of the total remuneration to the inventor in the amount of at least EUR 100,000, the minimum value of the further received regular remuneration according to this point is reduced to 20% of the net revenues. Regular remuneration according to this point is considered as additional compensation according to Section 11 of the Patent Act, Section 11 of the Act on Utility Models or according to Section 12 of the Design Act.
- 8.3. In the event that the IP object has been created by several co-inventors, the remuneration referred to in the previous points of this Article shall be divided among the individual co-inventors on the basis of their inventor shares in accordance with point 4.6. of these Principles, taking into account the provisions of points 8.4. and 8.5. of these Principles. Point 4.7. of these Principles is not affected.
- 8.4. If the co-inventors are employees of several SAS organizations, the net revenues and remunerations to the co-inventors shall be appropriately distributed on the basis of the agreement on shares concluded in accordance with point 4.6. of these Principles, taking into account the provision of point 7.7. of these Principles. Point 4.7. of these Principles is not affected.
- 8.5. If the co-owner of the IP object is a natural person or a legal entity outside the SAS, the share of such organization, or co-inventor on net revenues shall be determined in advance in the agreement in accordance with point 4.6. of these Principles, taking into account not

only the inventor shares but also the share in covering the costs of obtaining patent protection. Point 4.7. of these Principles is not affected.

- 8.6. For the conclusion of each license agreement for the IP object, including the agreement according to point 5.11. of these Principles, the director of the SAS organization is entitled to a one-time remuneration amounting to EUR 1,000 (including mandatory contributions) from the central resources of the SAS, provided that the total net revenue from the granting of a license, or from transfer of rights reaches the amount of min. EUR 10,000. This condition does not apply to a license granted under point 5.11. of these Principles.
- 8.7. The payment of remunerations according to this Article of these Principles is monitored and recorded by the TTO SAS, while providing administrative support if necessary.

Article 9.

Research collaboration with other entities

- 9.1. In the case of contract research, the director of the SAS organization is obliged to conclude with the other party an Agreement on collaboration on a research-development project⁵, which shall define the rights and obligations of the parties regarding the use of the existing IP of the SAS organization, as well as any IP object created in the course of the contractual project. Other agreements to ensure cooperation (e.g. within the framework of projects financed from the EU structural funds, EU Framework Programme projects, etc.) shall also be regarded as an Agreement on collaboration on a research-development project, if they regulate the rights and obligations of the parties regarding the IP created within the given cooperation.
- 9.2. The Agreement on collaboration on a research-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; this also includes a detailed description of the intellectual property that the parties bring to the cooperation, the manner of use of the so-called background⁶ and the claims 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) 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, the so-called foreground⁷, and the expected sizes of their shares; the manner of its use and claims of the contracting parties in connection with its use,
 - g) duration and stages of the project,
 - h) distribution of assets (revenues) acquired during the project among the

⁵ Before signing this agreement, it is recommended to consult its provisions with TTO SAS, which has prepared alternative solutions for typical situations of contract research.

⁶ Background – know-how and intellectual property that a contracting party had at its disposal before entering into the cooperation and that is necessary for the implementation of the cooperation.

⁷ Foreground – results created in the course of the collaboration, regardless of whether they can be industrial-legally protected or not.

- i) contracting parties after its completion,
a confidentiality agreement on confidential information.

9.3. The director of the SAS organization shall be responsible for properly taking into account the rights and obligations of the SAS organization arising from the Agreement on collaboration on a research-development project when applying other articles of these Principles, and is obliged to act with professional care.

Article 10.

Rights and obligations of TTO SAS

- 10.1. TTO SAS is established by the founder in order to improve the transfer of research results of SAS organizations into practice, including assistance with ensuring the industrial-legal protection of IP objects and their commercialization.
- 10.2. TTO SAS is authorized on behalf of the SAS organization to receive, register and further process notifications of creation of an IP object, including attachments. TTO SAS is obliged to inform the director of the SAS organization about all steps taken, as well as about the following ones.
- 10.3. TTO SAS represents for SAS organizations a contact / information point in the area of 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:
 - comprehensive support for protection of IP of SAS organizations,
 - comprehensive monitoring of individual actions in IP protection and taking measures for optimal and effective IP protection,
 - provision of consulting and managerial services in the field of IP protection,
 - industrial property management (administrative assistance to inventors and directors of SAS organizations on demand),
 - commissioning of patent searches on the state of the art (to the Industrial Property Office of the Slovak Republic and/or the Patent Information Centre PATLIB residing at the Slovak Centre of Scientific and Technical Information) based on the filed notification or request from the director of the SAS organization,
 - collaboration in the preparation of patent applications and utility model applications,
 - internal education of employees of the SAS organizations,
 - cooperation with marketing activities (preparation of inputs for technology offer databases and for the SAS websites),
 - analysis of the market potential of the IP object including the identification of segments of potential applications,
 - identification and addressing of potential interested parties for acquiring a license for the IP object,
 - collaboration on popularization articles,
 - arranging B2B meetings,
 - negotiations on cooperation regarding utilization of the IP object,

- facilitation of negotiations, preparation of licence and other agreements between SAS organizations and third parties, the aim of which is the use and financial valorization of the IP object,
- collaboration with the Department of Communication and Media of SAS and other organizational departments of the SAS Office, and
- further steps towards the transfer of the IP object into practice, or cooperation.

Article 11

Common and final provisions

11.1. Rights and obligations not expressly regulated in these Principles are governed by generally binding legal regulations as amended, in particular the Act No. 40/1964 Coll., the Civil Code, the Patent Act, Act No. 513/1991 Coll., the Commercial Code, the Act on Utility Models and other generally binding legal regulations.

11.2. The following annexes are part of these Principles:

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

Annex No. 2: Description of the industrial property object

Annex No. 3: Exercise of the right to the object of industrial property

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

These Principles shall take effect on the day following the day of their publication on the SAS website.

In Bratislava, on 04.03.2021

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

name, surname, title, domicile address of the inventor

Dear Madam / Dear Sir,

name, surname, title of the director

director

address/seat of the employer

city, date

Notification of creation of an industrial property object

Dear Director,

I hereby inform you that, in my opinion, in the course of fulfilment of work tasks arising from my employment relationship or similar employment relationship with my employer (name of the employer - SAS organization), I have created an industrial property object, the description of which is a part of the submitted documentation.

The working title of the industrial property object is "title".

At the same time, I hereby submit to you, together with this Notification, the documents necessary for the assessment of this industrial property object.

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

List of co-inventors of the industrial property object:

name, surname, title of the inventor: Name, surname, title of the inventor

employer: Name

.....
the inventor's name

Attachments

No.1 – description of the industrial property object

No.2 – drawings

No.3 – prototype ...

Description of the industrial property object

Title:

1 DESCRIPTION OF ESSENCE

1.1. Theoretical description of the IPO ⁸

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

1.2. Practical description and application possibilities of the IPO

- the field of technology to which the IPO relates
- a brief description of the state of the art in the given field
- what problem does the IPO solve, what is it used for
- how has been the problem solved so far
- what is the novelty and industrial applicability of the IPO
- advantages / disadvantages compared to the current state of the art
- examples of use + potential alternative fields of application; possibilities of application of the IPO in other fields of human activity
- description / clarification of annexes

1.3. Stage of development of the IPO

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

1.4. Keywords for prior art searches

- in Slovak:
- in English:

2 CIRCUMSTANCES OF CREATION OF THE IPO

This and the following section serve to provide an overview and assessment of commitments, e.g. arising from joint research with partners outside the SAS organization.

- a brief overview of all concluded agreements (in connection with the activities leading to the creation of the given IPO and its subsequent publication and use) - to be listed

2.1. Collaboration on the creation of the IPO

a list of co-inventors who contributed to the creation of the industrial property object

⁸ IPO – industrial property object

⁹ To change the checkbox status to checked, do the following: right-click and select "properties", in the "default value" section select "checked".

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

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

arrangement of relations between co-inventors

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

2.2.Financing

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

3 PUBLICITY AND PUBLICATION OF THE ESSENCE OF THE IPO

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

.....
signature of the inventor

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

Dear Madam / Dear Sir
name, surname, title of the inventor
domicile address of the inventor

Exercise of the right to the object of industrial property

Dear Madam / Dear Sir name of the inventor,

I hereby inform you that, after careful assessment of the documents concerning the industrial property object with the working title "title", the creation of which I have been notified by receiving the *Notification of creation of an industrial property object* and respective annexes on date of registration, as the statutory representative of your employer, Institute SAS, in accordance with generally binding legal regulations of the Slovak Republic, hereby

I exercise

the right to this object of industrial property.

Based on the above, I hereby award you / the team of inventors a remuneration of EUR 750 (in words seven hundred and fifty euros).

In city, on date

.....
name, surname, title, director