

**REGULATIONS FOR THE USE OF THE RESULTS
OF INTELLECTUAL WORK CREATED AT MOSSAKOWSKI MEDICAL RESEARCH INSTITUTE OF
THE POLISH ACADEMY OF SCIENCES**

In order to protect the interests of the Creators of intellectual property, as well as the interests of Mossakowski Medical Research Institute of the Polish Academy of Sciences, hereinafter referred to as the Institute, pursuant to Article 94a of the Act of 30 April 2010 on the Polish Academy of Sciences (Journal of Laws [Dz. U.] of 2010, No. 96, item 619) it is decided as follows:

Article 1

Subjective scope of the Regulations

The provisions of the Regulations apply to employees of the Institute employed under an employment contract or an appointment, whose scope of duties consists wholly or in part in the provision of work of an intellectual nature, and to persons cooperating with the Institute under civil law contracts, if the scope of their work or duties includes, even in part, the production of goods of an intellectual or industrial nature.

In the case of other employees, the provisions of the Regulations apply if this is expressly stated in the relevant clauses of the employment contract or if they agree to them.

The provisions of the Regulations also apply to doctoral students or other persons who are not in an employment relationship with the Institute, if the agreement concluded between the Institute and such person so provides.

Article 2

Objective scope of the Regulations

The provisions of the Regulations apply to the results of intellectual work:

- a) obtained in the course of scientific, research and development work carried out at the Institute;
- (b) obtained with the help of the Institute;
- (c) transferred to the Institute by the Creator.

Article 3

Definitions of basic terms

1. "The results of intellectual work" shall be understood as follows:

- a) works within the meaning of the Act on Copyright and Related Rights, including scientific works, and computer programs and databases;
- b) inventions, utility models, industrial models and integrated circuit topographies within the meaning of the Industrial Property Law;
- c) databases protected *sui generis*;

d) other results of intellectual work, including such that are not the subject of exclusive rights.

2. "The results of intellectual work of employees" means the results of intellectual work created in the course of the performance of duties arising from the employment relationship and the ones obtained outside of such duties, if so stipulated by the agreement concluded between the Creator of the result and the Institute, in particular:

a) the results created with the help of the Institute, also on the basis of separate agreements reserving ownership of the results in favor of the Institute, or financed from public funds, e.g.: own research projects, targeted projects, commissioned research projects, projects implemented under Framework Programs of the European Union (EU FP), projects co-financed from the European Funds (Structural Funds and Cohesion Fund), projects financed from other national and/or foreign sources, public or private;

b) created outside the employment relationship, the rights to which their Creators have transferred to the Institute for use.

The results of intellectual work created under other conditions are non-employee intellectual work results.

3. "Duties of the employment relationship" is understood to mean tasks of which the performance is the responsibility of the Creator of the result, in particular the ones arising from the employment contract, work regulations, the scope of activities assigned to the Creator, or from an order of a superior falling within the scope of the Creator's employment duties.

4. "Assistance of the Institute" is understood to mean assistance provided by the Institute as a condition for obtaining the result of intellectual work; assistance may be expressed, in particular, in financial, technical, material expenditures, and in the provision of premises or facilities.

5. "Special Purpose Vehicle" or "SPV" is understood to mean a company formed for the purpose of commercializing the results of employee intellectual work.

6. "Costs directly related to commercialization" are understood to mean external costs, in particular the costs of legal protection, expert opinions, assessment of the value of the object of commercialization and official fees. These costs do not include costs incurred prior to the decision on commercialization and the remuneration referred to in Article 8(3) of the Regulations.

Article 4

Provisions for scientific works

1. The moral rights concerning a scientific work serve the Creator of the scientific work and include the right to:

- a) authorship of the work;
- b) mark the work with the Creator's name or pseudonym, or to share the work anonymously;
- c) the integrity of the content and form of the work and its fair use;
- d) decide on making the work accessible to the public for the first time;
- e) supervision of the use of the work.

2. Economic copyrights concerning a scientific work include the right to:
 - a) the use of the work;
 - b) dispose of the work in all fields of exploitation;
 -) remuneration for the use of the work.
3. The economic copyrights to a scientific work serve the Creator with the following reservations:
 - a) The Institute is entitled to economic copyrights to employee scientific works;
 - b) The Creator is obliged to put the full name of the Institute on the publication of the work to which the Institute holds economic copyrights;
 - c) The Institute shall reserve the right to use the scientific material contained in the scientific work free of charge;
 - d) The Institute shall have the right to make the scientific work or the scientific material contained therein available to third parties, if this results from the purpose of the work as agreed with the Creator or if a separate agreement concluded with the Author so provides.
4. If the Institute intends to exercise its statutory right of first publication of a scientific work, the publication and dissemination of the work shall take place under the terms and conditions set forth in the publishing agreement between the Institute and the Creator of the scientific work.
5. The rights referred to in paragraph 2, achieved in connection with the execution of contracts to which the external financing entity is a party, are regulated in each case by these contracts and by internal agreements concluded between the Creator and the Institute.
6. In the event that the work has more than one Creator, each Co-Creator is entitled to moral and economic rights jointly. The sizes of the shares are presumed to be equal, unless the Co-Creators determine their shares otherwise. Each Co-Creator may exercise the moral and economic rights in his/her part of the work having independent meaning, without prejudice to the rights of the other Co-Creator. The Co-Creators are obliged to agree on their position in matters concerning them and appoint a plenipotentiary to represent their interests before the Institute.

Article 5

Objects of Industrial property

1. The right to:
 - a) a patent for an invention;
 - b) a right of protection for a utility model;
 - c) a right from registration of an industrial design;
 - d) integrated circuit topography rightand the right to commercialize the above is vested in the Institute, if the invention, utility model, or industrial design is the result of employee intellectual work.
2. The rights referred to in paragraph 1, achieved in connection with the execution of contracts to which the external financing entity is a party, are regulated in each case by these contracts and by internal agreements concluded between the Creator and the Institute.
3. An employee of the Institute who is the Creator or Co-Creator of an invention project registered with an entity other than the Institute, in which the there have been used

information from the scope of research, research and development work, etc. performed within the framework of the employment relationship, shall immediately inform the Director of the Institute of such fact in writing.

4. The creator of a non-employee invention project created under the conditions specified in paragraph 3 may apply to the Director of the Institute for assistance in managing the project. The Institute may provide assistance on a paid or unpaid basis.

5. The Institute is entitled to make own use of inventive projects that were realized with the Institute's assistance and to which the rights are vested in the Creator.

6. The Institute, in cases where it holds a joint right, reserves the right of first refusal to purchase the right to the patent (protection right/registration right) from the Creators jointly entitled to the patent (protection right/registration right) in the event of a sale of this right to a third party, under the same terms and conditions as if they were sold to a third party

Article 6

Rules applicable to the filing of the objects of industrial property

1. The Creator of the solutions specified in Article 5(1) of the Regulations is obliged to report them to the Director of the Institute in writing. The Director decides on the advisability of applying for legal protection for these solutions, as well as on how to disseminate them.

2. Until a decision is made on the use of employee intellectual results, the Creator is obliged to keep them secret, and if the Institute decides on the legal protection of the solution, the Creator is obliged to keep the solution secret until the date of receipt from the Patent Office of the Republic of Poland of a confirmation of the application.

3. If the interests of the Institute require that these solutions be kept secret for a longer period than specified in paragraph 2, the Director of the Institute may enter into an appropriate agreement with the Creator.

4. The obligation of secrecy rests with the Creator also after the termination of the employment relationship, if the periods under paragraphs 2-3 have not passed.

Article 7

The results of intellectual work that constitute a secret and the rules for their release

1. The employee is responsible for organizing research work in such a way that it does not violate the rights of third parties and the rights of the Institute.

2. The Director shall determine the scope of information constituting the Institute's secrecy and indicate the measures necessary for its preservation.

3. The employee is obliged to maintain the confidentiality of the results of scientific research or development work and the know-how related to these results.

Article 8

Rules for the use of employee intellectual work results by the Institute and Creators

1. The employee is obliged to provide the Director with written information on the results of scientific research that is an invention, utility model, industrial design or topography of an integrated circuit, bred or discovered and derived plant variety, and the results of development work created as part of the performance by the employee of the Institute's duties under the employment relationship, as well as the know-how related to these results within 30 days of their acquisition, and also to:

- a) transfer to the Institute all information in his or her possession, the works together with the ownership of the media on which the works were recorded and the technical experience needed for the commercialization of the results,
- b) refrain from conducting any activities aimed at implementing the results,
- c) cooperate in the process of the commercialization of the results, including proceedings to obtain exclusive rights.

These obligations are incumbent on the employee for no longer than the period of the Institute's rights to the aforementioned results.

2. Within 3 months of receiving the information referred to in paragraph 1 from the employee, the Director shall decide on the commercialization or non-commercialization of the results received.

3. In the case of a decision not to commercialize the results by the Institute, or in the case of failure to make a decision within 3 months of receipt of the information referred to in paragraph 1, the Institute shall, within 30 days, propose to the Creator a paid unconditional transfer of rights to the created good for a remuneration not exceeding 10% of the minimum salary for work, valid as of the date of conclusion of the agreement with the Creator; the agreement must be in writing, under pain of invalidity.

4. If the employee does not accept the offer to conclude a contract, the rights to the results of scientific research or development work and the know-how related to these results, including information, works together with the ownership of the media on which these works were recorded and technical experiments, shall vest in the Institute.

5. If the Institute decides to commercialize employee intellectual work results on its own, in a manner that generates income, it is obliged to pay the Creator remuneration according to the rules set forth in paragraph 9 or in a separate agreement.

6. The rules referred to in paragraphs 3, 4, 5 do not apply to cases where scientific research or development work was conducted:

- a) under an agreement with a party funding or co-funding such research or work that provides for an obligation to transfer the rights to the results of research or development work to that party or to an entity other than a party to the agreement (contracted research or work);

b) with the use of funds, of which the rules for their allocation or rules for their use determine a different way of disposing of the results of scientific research or development work and the know-how related to such results than the one set forth in the regulations.

7. An institute administering the employee result can commercialize it by:

- a) making intellectual property available to third parties for remuneration, in particular by granting them a license to use the results of intellectual work;
- b) transferring the rights to a third party in exchange for payment of remuneration;
- c) creating a separate entity (Special Purpose Vehicle) with the participation of the Institute, of which task will be to commercialize them.

8. Decisions on the commercialization of the results of employee intellectual property are made in a way that avoids conflicts of interest. In particular, persons with personal or financial ties to entities external to the Institute that are involved in the commercialization process, such as, in particular, licensees or rights buyers, may not participate in making these decisions. This provision does not apply to the Creator to the extent that the Creator co-determines the establishment of an SPV with his/her participation or expresses an opinion on how to commercialize the results of employee intellectual property.

9. In the case of commercialization by the Institute of the results of scientific research, development work, or know-how related to these results, the employee shall be entitled to no less than:

- a) 50% of the value of the funds obtained by the Institute from commercialization involving the sale or putting the results or the know-how related to these results into use, in particular on the basis of a license, lease, and rental agreement, reduced by no more than 25% of the costs directly related to this commercialization that were incurred by the Institute or the SPV;
- b) 50% of the value of the funds obtained by the SPV following the commercialization of the results in question or the know-how related to such results, contributed in kind to the SPV, reduced by no more than 25% of the costs directly related to such commercialization that were incurred by the Institute or the SPV.

The employee is entitled to the salary for no more than five years from the date of obtaining the first funds.

10. In the case of commercialization by an employee of the Institute of the results of scientific research, development work, or know-how related to these results, the Institute is entitled to 25% of the value of the funds obtained by the employee from the commercialization, reduced by no more than 25% of the costs directly related to this commercialization that were incurred by the employee.

The right to remuneration is vested in the Institute for no more than five years from the date of obtaining the first funds.

11. The rules referred to in paragraphs 3, 4, 5 do not apply to cases where scientific research or development work was conducted:

- a) under an agreement with a party funding or co-funding such research or work that provides for an obligation to transfer the rights to the results of research or development work to that party or to an entity other than a party to the agreement (contracted research or work);
 - b) with the use of funds, of which the rules for the allocation or use determine a different way of disposing of the results of scientific research or development work and the know-how related to such results than set forth in the Law.
12. A creator who is employed by or becomes a shareholder in a Special Purpose Vehicle is not, as a rule, entitled to any benefits obtained from the commercialization of the results of employee intellectual work other than the right to a portion of the SPV's profit and the salary he or she receives therein.
13. The results of employee intellectual work may be used by their Creator without restriction exclusively for his or her scientific and didactic activities.
14. The Creators of the results referred to in paragraph 1 may not, without the written consent of the Director or the participation of a representative of the Institute authorized by the Director, undertake any obligations to third parties in the economic use of the result of intellectual work, in particular, authorize the use of the result by license, participate in agreements on the commercialization of the result, use it in activities outside the Institute.
15. Upon termination of the employment relationship, the Creator of the results of intellectual work to which the rights are vested in the Institute:
- a) is obliged to provide the Institute with information on its results;
 - b) may not, without the knowledge and consent of the Director, use these results for commercial purposes;
 - c) should keep in mind the rights and interests of the Institute when using these results in further scientific activities.

Article 9

Other provisions concerning the results of employee intellectual work

1. Contracts for scientific and research work shall specify the contracting party entitled to use the results of intellectual work, with the Institute to be provided with at least the right to joint ownership of such results.
2. If the results of employee intellectual work arise in the course of work performed by a group of persons involving additional persons next to the employees of the Institute, the group leader is responsible for signing agreements with such additional persons reserving economic rights to the results of intellectual work in favor of the Institute.
3. The Director or his or her designee periodically audits the Institute's rights to the results of intellectual work. The aim of an audit is, in particular, to determine the revenue that the Institute derives from them and whether it is cost-effective to maintain their protection, as well as what measures should be taken to facilitate their efficient use. If, as a result of an audit, the entity loses interest in the protection and

commercialization of the results of employee intellectual work, it is obliged to notify the Creator of such fact and, at the Creator's request, transfer these rights to him or her.

4. Under the terms set forth in paragraph 3, the Director or his or her designee periodically audits SPVs and existing license agreements. As a result of an audit, a decision may be made on measures to improve the efficiency of exploitation of rights to the results of intellectual work, a decision to withdraw the Institute from participation in an SPV in a manner consistent with the law, or a decision to terminate a license agreement.

Article 10

The results of non-employee intellectual work

1. The rights to the results of non-employee intellectual work, both moral and economic ones, are vested entirely in their Creators.

2. Any Creator of the results of a non-employee intellectual work may apply to the Institute for assistance in managing these result. The Institute may provide assistance on a paid or unpaid basis, in exchange for a share of the right to the result. In any case, the parties are obliged to sign an agreement specifying their rights and obligations, and in the case of signing an agreement on co-ownership of the result of intellectual work — specify the share of each party in this right.

3. If the Creator of the result of a non-employee intellectual work holds only a part of share in a global intellectual result, the remainder of which is of an employee nature, he or she may transfer his or her share of the result of intellectual work to the Institute for use, transfer the right to it to the Institute, or enter into an agreement on joint ownership of the result.

4. When publishing or using the results of non-employee intellectual work for economical purposes, it is forbidden to brand the publication with the name or trademark of the Institute, unless the Director provides a written permission to do so.

Article 11

Final provisions

1. Decisions on matters covered by the Regulations are made on behalf of the Institute by the Director or a person authorized by the Director. The authorization shall be given in writing under pain of nullity.

2. Violation of the provisions of these Regulations is, in particular, a violation of employee obligations regulated by the Labor Code (Article 100 § 2) entailing the consequences set forth in the provisions of the Act on the Polish Academy of Sciences and the Labor Code.

3. The Institute and the Creator may, in a manner different than set forth in the Regulations, determine by agreement the rights to the results or the manner and mode of their commercialization, after receiving information from the employee about the results of scientific research or development work and the know-how related to these results.

4. In the event of a conflict between these Regulations and the provisions of contracts covering external financing, the provisions of the individual contracts shall prevail.

5. Any disputes under these Regulations will first be resolved amicably.

6. The court of general jurisdiction to resolve disputes for these Regulations shall be the court having jurisdiction over the seat of the Institute.

7. In matters not regulated by these Regulations, the generally applicable provisions of the law, in particular the following Acts, shall apply:

— the Act of 30 April 2010 on the Polish Academy of Sciences (Journal of Laws [Dz. U.] of 2010, No. 96, item 619 as amended);

— Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws [Dz. U.] of 2006, No. 90, item 631 as amended);

— Act of 30 June 2000 — Industrial Property Law (Journal of Laws [Dz. U.] of 2013, item 1410).

9. The Regulations come into effect on April 1, 2014.

Annexes:

1) A statement for employees and other entities required to familiarize themselves with the content of the Regulations.

2) Creator's Statement.

3) The application form for reporting the results referred to in Article 8(1) of the Regulations.

CHAIR OF THE SCIENTIFIC COUNCIL

of the Mossakowski Medical Research Institute

of the Polish Academy of Sciences

prof. dr hab. [PhD, DSc] Andrzej Beręsewicz

DIRECTOR

*prof. dr hab. n. med. [PhD, DSc] Maria
Barcikowska-Kotowicz*

Appendix No. 1 to the Regulations for the Use of the Results of Intellectual Work created at Mossakowski Medical Research Institute of the Polish Academy of Sciences.

Warsaw, dated

UNDERTAKING TO ABIDE BY THE REGULATIONS FOR THE USE OF THE RESULTS OF
INTELLECTUAL WORK CTEATED AT MOSSAKOWSKI MEDICAL RESEARCH INSTITUTE OF THE
POLISH ACADEMY OF SCIENCES

I, the undersigned:

Full name

academic title/position/organizational unit — if applicable

hereby declare that I have familiarized myself with the contents of the "Regulations for the Use of the Results of Intellectual Work Created at the Mossakowski Medical Research Institute of the Polish Academy of Sciences" dated February 26, 2015 and I undertake to abide by it.

Signature

Warsaw, dated

DECLARATION OF THE CREATOR OF THE EMPLOYEE INVENTION

I, the undersigned, declare,ⁱ

1) that I am the sole creator of the invention named:

described in detail in the document attached to this declaration/being the subject of patent application No.

2) that I am the co-creator of the invention named:

described in detail in the document attached to this declaration, or being the subject of patent application No.,

with the share of its accomplishment defined as follows:

[illegible]

At the same time, I declare that the above invention project was realized as a result of the performance of duties arising from an employment relationship or other contract, and that the right to the invention project is vested in the Mossakowski Medical Research Institute of the Polish Academy of Sciences or the institutions indicated in column 3 of the above table.

Signature of the creator/co-creator

ⁱ the Creator shall fill in point 1, in point 2 he or she shall write "not applicable". The co-creator shall write "not applicable" in point 1 and fill in item 2.

Application form for reporting research results

Warsaw,

Submitter's Name:

Position:

Organizational unit:

Subject of the application: research results being: an invention/ a utility model/ an industrial design/ an integrated circuit topography/ bred or discovered and derived plant variety/ the results of a development work/ other not yet specified.

Title/name of the subject of the application:

Source of research funding with grant name and/or funding agreement number:

Date of obtaining the research result:

Data of persons being the creators/co-creators of the reported result with an indication of the amount of their shares:

¹ Underline applicable

Information on other entities jointly entitled to the results of the research with an indication of the amount of their shares²:

Title/name of the result in Polish:

Title/name of the result in English:

A brief description of the technical essence of the result, indicating the field of technology to which the invention relates:

² name, address, data of the coordinator on the part of the co-authorized entity

A brief description demonstrating the novelty and superiority of the result over existing solutions:

Information indicating what problems the result solves:

Assessment of the commercial potential of the result:

A list of previous publications, conference reports, and other public statements from which third persons could potentially discover the technical essence of the result (especially of the one that constitutes an invention)³:

³Attach the copies of all such publications to the application form.

Planned publications, conference reports, etc. that will be related to the reported result:

Annexes⁴:

⁴ Copies of publications, additional information, media containing the work, drawings — if these are necessary for understanding the invention, etc.