



Regulation name

Intellectual Property Management at the Czech University of Life Sciences Prague

Type of regulation

Rector's regulation

Regulation serial
number

1/2023

In effect
from

14 February 2023

In effect
until

[In effect until]

As amended by

Irrelevant

Brief description

The regulation describes the relations and establishes the rights and responsibilities of employees related to the creation, assessment, protection and monetization of the results of creative activities in relation to the CZU. The regulation further defines the basic concepts and principles of intellectual property protection.

Expert guarantor

CITT (Centre for Innovation and Technology Transfer) - Vice-Rector for Development

Approved by

Irrelevant

Date

[Date of approval]

Issued by

prof. Ing. Petr Sklenička, CSc.,
Rector

Date

14 February 2023

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Rector's regulation

No. 1/2023

Intellectual Property Management at the Czech University of Life Sciences Prague

Article 1

Introductory Provisions

- (1) This directive is valid for the Czech University of Life Sciences Prague and sets out the rights and obligations related to the creation, file records, assessment, protection and use of the intellectual property of the CZU. At the same time, this directive supports the motivation of CZU employees who contribute to the creation of intellectual property leading to innovation and benefit for the industrial sphere and consequently the whole society.
- (2) This directive is drawn up in accordance with:
- a. act No. 111/1998 Coll., on higher education institutions and on amendments and supplements to some other acts (Higher Education Act), as amended;
 - b. act No. 527/1990 Coll., on Inventions and Rationalisation Proposals, as amended;
 - c. act No. 130/2002 Coll., on Support of Research and Development from Public Funds and on amendment to certain related Acts (the Support of Research and Development Act), as amended;
 - d. act No. 455/1991 Coll., on trade business (Trades Act), as amended;
 - e. act No. 89/2012 Coll., the Civil Code, as amended;
 - f. act No. 90/2012 Coll., on Commercial Companies and Cooperatives (Commercial Corporations Act), as amended;
 - g. act No. 529/1991 Coll., on the Protection of Topographies of Semiconductor Products, as amended;
 - h. act No. 478/1992 Coll., on Utility Models, as amended;
 - i. act No. 14/1993 Coll., on Measures concerning the Industrial Property Protection, as amended;
 - j. act No. 111/1998 Coll., on higher education institutions and on amendments and supplements to some other acts (Higher Education Act), as amended;
 - k. act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright, and on Amending Certain Acts (Copyright Act), as amended;
 - l. act No. 206/2000 Coll., on the Protection of Biotechnological Inventions, as amended;
 - m. act No. 207/2000 Coll., on the Protection of Industrial Designs, as amended;
 - n. act No. 452/2001 Coll., on the Protection of Designations of Origin and Geographical Indications and on the Amendment to the Act on Consumer Protection, as amended;

- o. act No. 173/2002 Coll., on Fees for Maintenance of Patents and Supplementary Protection Certificates for Medicaments and Plant Protection Products and on Amendment of some Acts, as amended;
 - p. act No. 441/2003 Coll., on Trademarks, as amended;
 - q. act No. 221/2006 Coll., on the Enforcement of Industrial Property Rights and the Protection of Trade Secrets, as amended;
 - r. act No. 378/2007 Coll., on Pharmaceuticals and on Amendments to Some Related Acts (Act on Pharmaceuticals), as amended;
 - s. act No. 408/2000 Coll., Act on the Protection of Plant Variety Rights, as amended;
 - t. Committee notification – Framework for State aid for research, development and innovation (2014/C 198/01), hereinafter referred to as “the Framework”, and;
 - u. other legislation that may replace or supplement the legislation above in the future.
- (3) This directive shall not impact specific rights and obligations relating to the protection and exploitation of intellectual property established by the provider of the grant where the intellectual property has been created in connection with the subsidy. If the grant provider establishes other rights and obligations for the regulation of intellectual property, the rules of the grant provider shall take precedence. In the event that the rights and obligations related to the protection and use of intellectual property are set out in a contract between the CZU and a third party (e.g. a contract for commissioned/contract research, a contract for work, a contract for collaborative research), the provisions of this contract shall take precedence.

Article 2

Basic Concepts

- (1) For the purposes of this directive, the following terms are defined as follows:
- a. (co-)author is an individual who has created an author's work by their own creative activity, either alone (author) or in collaboration with other persons (co-author);
 - b. work of authorship is a literary work, other artistic work and a scientific work that is the unique result of the creative activity of the (co-)author and is expressed in any objectively perceptible form, including electronic form, permanently or temporarily, regardless of its scope, purpose or meaning. Works of authorship are e.g. musical, dramatic, photographic, audiovisual, artistic, architectural works, but also computer programs (software) or databases;
 - c. copyright is the property and personality rights of the (co-)author to their works of authorship;
 - d. biotechnological invention: an invention relating to
 - i. biological material that is isolated from its natural environment or produced by a technical process, even if it also occurs naturally;
 - ii. plants or animals, unless the technical feasibility of the invention is limited to a particular variety of plant or breed of animal; or

- iii. a microbiological or other technical process and a product, other than a plant variety or animal breed, obtained by that process.
- e. intellectual property are the results of creative intellectual activity created by the (co-)originator or (co-)author in the performance of tasks arising from his/her employment or other similar employment relationship with the CZU, or results to which the CZU has acquired rights on the basis of a contract. Intellectual property includes:
 - i. industrial property rights,
 - ii. rights to work of authorship or databases,
 - iii. rights to intellectual property protected by other regulations (e.g. trade secrets, know-how).
- f. database is a collection of independent works, data or other elements, systematically or methodically arranged and individually accessible by electronic or other means, irrespective of the form of their expression and irrespective of whether the database is protected by copyright or by a special right of the database creator;
- g. know-how is the sum of organisational, managerial, economic, entrepreneurial, technical, business, marketing, scientific, research or other knowledge and experience that
 - i. are in some way related to the activities of the CZU,
 - ii. are not generally known or available,
 - iii. are expressed in any objectively perceptible form and
 - iv. are commercially exploitable;
- h. licence is an agreement on the basis of which the CU grants other entities the right to exercise rights to the subject of intellectual property in the agreed scope or on the basis of which the CU acquires the right to use the subject of intellectual property;
- i. trade secrets are competitively significant, identifiable, measurable and normally unavailable in the relevant business circles, which are related to the business and whose owner ensures their confidentiality in an appropriate manner in their interest;
- j. trade mark is any sign, usually of a graphic representation, in particular words, including personal names, colours, drawings, letters, numerals, the shape of a product or its packaging, provided that the sign is capable of distinguishing the products or services of one person from those of another person, registered in the register kept by the competent authority;
- k. patent is the basic industrial-legal form of protection for an invention;
- l. industrial property is the rights to the results of intellectual activity that are industrially exploitable; this includes in particular rights to technical solutions eligible for protection by a patent, utility model, industrial design or trademark;
- m. industrial design protects the appearance of a product or part thereof, consisting in particular of the lines, contours, colours, shape, structure or materials of the product itself or its decoration;

- n. (co-)originator is an individual in an employment relationship or other employment-legal relationship with the CZU who has participated or co-created an intellectual property object that is not a copyright work;
- o. intellectual property management are activities related to the creation, registration, assessment, protection and use (commercialisation) of the intellectual property of the CZU;
- p. school work is an original work created by a student of CZU to their study obligations at CZU. Similarly, a work created by a lifelong learner is also considered a school work. Under customary conditions, CZU has the right to require the student to grant a license to use the school work in accordance with copyright law;
- q. utility model is a form of protection for technical solutions that are new, go beyond mere technical skill and are industrially exploitable; utility model is a simpler form of protection than a patent;
- r. an invention is the result of inventive activity that is new and industrially exploitable, eligible for patent protection;
- s. commercial exploitation of intellectual property by third parties is a legal act by which rights to intellectual property are granted to an entity other than the CZU on the basis of a royalty-free licence agreement, an assignment agreement or other similar agreement.

Article 3

Rights and obligations of CZU employees in relation to CZU intellectual property

- (1) A person in an employment relationship or other employment-legal relationship to the CZU is obliged to protect the intellectual property of the CZU, as well as the rights associated with intellectual property, and to observe appropriate measures aimed at the confidentiality of facts and knowledge that represent trade secrets, know-how belonging to the CZU.
- (2) An employee of the CZU is obliged to ensure that in the performance of their duties arising from the employment relationship or other employment relationship with the CZU, no infringement of the intellectual property rights of third parties occurs.
- (3) An employee of CZU is obliged to cooperate with CZU to ensure the process of protection of the intellectual property involving them and to provide the cooperation necessary for its subsequent commercial exploitation.
- (4) When publishing the results of research or development, a CZU employee is obliged to proceed in such a way as not to jeopardise the interest of the CZU in the legal protection of the subject of intellectual property, in particular not to publish these results before the decision of the CZU to exercise the right to the subject of intellectual property has been made.
- (5) An employee of the CZU who has created intellectual property has the right to have their rights as a (co-)originator or (co)author respected, and if they have created a technical solution for which a CZU intellectual property right has been claimed, they have the right to an appropriate reward and, in the case of commercial application, also the right to additional reward.

Article 4

Exercise of the intellectual property rights of CZU

- (1) If a CZU employee creates a technical solution that may have application (market) potential in the course of performing a task arising from an employment relationship or other employment relationship with the CZU, they are obliged to inform the Technology Transfer Division (TTO) immediately of this fact electronically or in writing and to provide the documents necessary to assess this technical solution. In particular, a technical solution may be eligible for industrial-law protection (as a patent, utility model, industrial design), may be in the nature of a trade secret, know-how or copyright in the form of software or a database. A typical example of a technical solution is a functional sample, a prototype, a software application with a unique algorithm, a proven technology, a unique advantageous mixture of substances, isolation of new biological materials, etc. This information obligation also applies to trademarks.
- (2) The TTO, in cooperation with the (co-)originators, recommends an appropriate form of industrial-law protection for the technical solution.
- (3) The obligation pursuant to paragraph 1 of this Article shall be fulfilled by the employee of CZU by submitting a duly and completely completed notice of creation of a technical solution or notice of creation of a trademark (hereinafter referred to as "notice") to the TTO. A template of the notification is attached to this directive and can be filled in on the CZU Intranet via an electronic form in the TTO section.
- (4) The notification referred to in the preceding paragraph shall not apply to publications.
- (5) The completed notification is required to be sent electronically by the CZU employee via the CZU TTO Intranet. the (co-)originators or (co-)authors confirm by their signature or electronically their agreement to the above-mentioned shares in the creation of intellectual property. A TTO employee shall immediately acknowledge receipt of the notification, provided that the notification is properly completed, or shall invite the CZU employee to complete it.
- (6) In case of doubt about the share of individual (co-)authors or (co-)authors in the creation of intellectual property, the Vice-Rector for Development and Sustainability shall determine this share.
- (7) The TTO will evaluate the application (market) potential of the technical solution that is the subject of the notification within 3 months of receipt of the notification. The TTO shall communicate its position to the Vice-Chancellor for Development and Sustainability at least 14 days before the expiration of the deadline specified in the preceding sentence. The Vice-Chancellor for Development and Sustainability, through the TTO, shall communicate the final position of the CZU on the notification to the CZU employee no later than the end of the period referred to in the first sentence.
- (8) In the event that by the end of the three-month period the CZU, through the Vice-Rector for Development and Sustainability, does not clearly and unquestionably declare its interest (does not claim the intellectual property rights), the property rights to the result pass to the (co-)originator or (co-)author and they can protect the intellectual property in question at their own

discretion and at their own expense. In such a case, CZU undertakes not to disclose the intellectual property prematurely, e.g. through publication in a professional article or presentation at a conference, etc.

- (9) In the event of a missed deadline pursuant to paragraph 7 of this Article, this may only be remedied to the benefit of the CZU by agreement between the (co-)originator or (co-)author and the CZU.
- (10) In the event that the (co-)originators or (co-)authors of intellectual property include persons without an employment relationship with the CZU, the (co)originators or (co-)authors of such intellectual property who have an employment relationship with the CZU are obliged, in cooperation with the TTO, to take reasonable legal steps as soon as possible to regulate in writing the relationship between the (co-)originators or (co-)authors or other (co-)owners of such intellectual property so that the rights of the CZU are adequately protected.
- (11) In the case of the subject matter of the notification, which has been created with the participation of the creative activity of other persons who are not in an employment or other employment relationship with the CZU, it is necessary to contractually agree, before securing industrial-law protection, which person (natural or legal) will become, together with the CZU, the (co-)applicant for industrial-law protection, if the CZU asserts a right to the subject matter of the notification. Such agreement shall include a share of co-ownership between the CSU and such other person that corresponds to the share of creative activity in the creation of the subject matter of the Notification by the CSU employee and such other person. Furthermore, such an agreement must contain the methods of (co-)financing the industrial-law protection of the subject matter of the notification, as well as the method of deciding on its exploitation, licensing, transfer of rights or other disposal of the created subject matter of the notification. Negotiation of the terms of such an agreement and compliance with the requirements set out in this paragraph shall be the responsibility of the relevant TTO employee, who shall cooperate with the heads of departments of the CZU who are supervisors of CZU employees as (co-)originators of the subject of the relevant notification and with the Legal Office of the CZU. In the case of (co-)filing of intellectual property created in the framework of a grant project, the rules of the grant provider must be taken into account.
- (12) The exercise of the right to the subject of the notification under this Directive shall give the CZU the right to dispose of the subject of the notification.
- (13) The TTO provides advice and methodological support to (co-)originators and (co-)authors in the preparation of notifications and archives notifications and opinions of the Vice-Chancellor for Development and Sustainability.

Article 5

Intellectual Property Protection

- (1) The costs of industrial property protection are primarily borne by the workplace where the subject of the industrial property was created. If the subject matter of the industrial property has been created in cooperation between several departments, they shall share its cost equally,

unless they agree otherwise. A similar procedure is followed in the case when an external entity (outside the CZU) also participated in the result.

- (2) The extension of the protection of industrial property objects and the payment of maintenance fees are decided by the department that financed the industrial property protection. The department shall notify its decision no later than 3 months before the end of the industrial-law protection of the TTO. When making a decision, the department that financed the industrial-legal protection must take into account the possible commercial exploitation, the ongoing negotiations on the transfer of the right or the granting of a licence and the contractual obligations of the CZU. In the event that, in spite of the above, the institute that financed the industrial-law protection decides not to extend it, the TTO is entitled to extend the industrial-law protection and in such a case it shall ensure payment of the maintenance fees to the TTO from other sources.
- (3) In the event that the CZU decides not to maintain the validity of the industrial-legal protection of the technical solution, it may transfer it on market terms to the (co-)originator or anyone else.

Article 6

Commercialisation

- (1) TTO provides professional assistance to the employees of the CZU in the commercialisation of intellectual property.
- (2) The intellectual property of the CZU will be offered by the TTO to business entities on market terms, taking into account in particular the following in the relevant transfer, license or other agreement:
 - a. the nature of the protection of the solution (patent, utility model, know-how, etc.);
 - b. national or foreign protection and its scope;
 - c. age of protection of the technical solution;
 - d. maturity of the solution (documented design, working sample, prototype, etc.)
 - e. the costs of CZU for its development so far
 - f. costs related to the retrofitting of technology or solutions for industrial use and their placing on the market
 - g. the size of the market for its deployment
 - h. the industry segment of the potential acquirer
 - i. exclusivity, non-exclusivity, divestiture, etc.
- (3) The TTO may, in justified cases where a third party expresses an interest in acquiring exclusive rights to an intellectual property item, have such intellectual property valued by an intellectual property valuation expert. The cost of the award is borne by the TTO. In the event that an expert report is required by another department, the cost of the expert will be borne by that department.

- (4) The TTO is responsible for supporting the process of commercialisation of intellectual property, including the setting of commercial terms and conditions related to the transfer of intellectual property rights or the preparation of licensing agreements, as well as the registration of these agreements. All licensing or rights transfer agreements must first be submitted by the (co-)originator or (co-)authors to the TTO for review, which will comment on the agreement and then forward it to the Legal Office.

Article 7 Remuneration

- (1) The (co-)originator or (co-)author of intellectual property to which the CZU has claimed rights is entitled to a so-called reasonable reward from the CZU. This reward consists of a fixed amount of CZK 1,000. If there were more than one (co)originator or (co)author, the amount will be divided among them according to the amount of their (co)originator or (co)author contribution as stated in the notification. This reward is paid from the internal contract reward for originators and authors, which is managed by TTO.
- (2) If the (co-)originator applies one technical solution for different types of industrial law protection, typically a patent and a utility model, they shall be remunerated with one fixed amount according to paragraph 1.
- (3) The reasonable reward is payable within two months of the decision of the Vice-Chancellor for Development and Sustainability to exercise the IPR and the TTO is responsible for the administrative arrangements for its payment.
- (4) The (co-)originator or (co-)author of the intellectual property to which the CZU has asserted rights is also entitled to an additional settlement against the CZU, provided that the intellectual property has been commercialised. The amount of such reward is based on the net commercialisation proceeds received and is determined as a percentage of net proceeds. The net proceeds are the amount representing the difference between the amount of money received by the CZU and the recorded costs incurred by the CZU for commercialisation. These costs are considered to be third party services (outside the CZU) used to ensure the industrial-legal protection of the subject of the notification, administrative costs related to maintaining the validity of the intellectual property, business and marketing analyses and directly related research, provided that the above services were not funded by the grant project.
- (5) The recorded costs shall be allocated to the departments that paid the costs. In the case of a lump sum payment, the net proceeds are divided as follows:

Net income	Employee(s) of CZU*	Faculty	Rectorate
the first CZK 50,000	100 %	0%	0%

additional CZK 50,000,- to 3,000,000	70 %	20%	10%
of the amount above CZK 3,000,000	40 %	35 %	25%

*Employer's contributions will be deducted from the reward in accordance with the applicable legislation.

- (6) In the event that the payment is recurring, the distribution of net proceeds is made annually, taking into account the proceeds previously paid for the commercialisation case. Once the cumulative reward payment to the employee of CZK 50,000 has been reached, further net proceeds will be divided as follows up to a maximum of CZK 3,000,000: 70 % employee, 20 % faculty, 10 % Rectorate and after reaching the cumulative amount of CZK 3,000,000 then further revenues are divided in the following proportion: 40% employee, 35% faculty, 25% Rectorate. In the event that several (co-)authors or (co-)authors participated in the solution, the award of CZK 50,000 and the following awards are divided proportionally according to the amount of their (co-)author or (co-)author contribution.
- (7) The amount determined as an additional settlement for a CZU employee is payable within three months of the date on which the amount was credited to the CZU account as proceeds.
- (8) The right of the (co-)originator or (co-)author to an additional settlement remains after the termination of their employment with the CZU.
- (9) In the event that the (co-)originator or (co-)author dies, the additional settlement shall be paid to the heirs entitled to it, upon proof of a claim by the heirs, for the duration of the intellectual property rights.
- (10) The settlement of reasonable and additional reward under this directive shall not apply to publications and trademarks.
- (11) Proceeds from the commercialisation of intellectual property are sent to the internal account of the TTO, which then redistributes them according to the rules of these guidelines.

Article 8

Final Provisions

- (1) Failure to comply with the obligations arising from this directive will be considered a breach of the obligations arising from the employment relationship between the CZU and the CZU employee, including possible consequences arising from the breach of these obligations.
- (2) This directive shall enter into force and effect on the date of its promulgation.
- (3) This directive overrides Rector's Regulation No. 3/2014 Protection of Intellectual Property.

- (4) An integral part of this directive is Appendix No. 1 – Model Notice of Creation of a Technical Solution or Notice of Creation of a Trademark and Appendix No. 2 – Notice of creation of a trademark
- (5) This directive was discussed with representatives of individual units of the CZU on 23 November 2022 and with the Rector's College on 5 December 2022.

Prague, 14 February 2023

prof. Ing. Petr Sklenička, CSc.
Rector, *v.r. (manu propria)*

Appendix 1 Notification of the creation of a technical solution

If you, as an employee of the Czech University of Life Sciences, create a technical solution that has been achieved to meet the obligations arising from the employment relationship with the Czech University of Life Sciences Prague, which may have application (market) potential, you are obliged to immediately report this fact to the Czech University of Life Sciences through the Technology Transfer Division (TTO). In particular, a technical solution may be eligible for industrial-law protection (as a patent, utility model, industrial design), may be in the nature of a trade secret, know-how or copyright in the form of software or a database.

Intellectual property (property rights arising from it) created by the originator or author in the performance of tasks arising from their employment or other similar employment relationship with the CZU belongs to the CZU.

The completed notification is submitted electronically via an Intranet form. Mand the IP manager will then contact you to agree the final version of the notification. The date of approval of the final version is also the date of receipt, from which the notification is deemed to have been submitted.

I. BASIC INFORMATION

1. Give the working title of the technical solution.

Please specify a substantive and concise title of the result in Czech and English.

2. List the key words that characterise the technical solution.

Provide keywords in Czech and English.

II. (CO-)ORIGINATORS/(CO)AUTHORS OF INTELLECTUAL PROPERTY IN AN EMPLOYMENT RELATIONSHIP WITH THE CZU

Please add to the table all originators/authors who have demonstrably contributed to the realisation of the intellectual property.

LEADER/AUTHOR			
Personal number			
Name and surname, with titles before and after the name			
Nationality			
Home address incl. POSTCODE			
Private phone			
Private e-mail			
Division (faculty, department, etc.)			
Work phone			
Work e-mail			
Share of intellectual property (%)			

The sum of the shares of all co-originators/co-authors must be 100 %.

III. (CO)ORIGINATORS/(CO)AUTHORS OF INTELLECTUAL PROPERTY WITHOUT A WORKING RELATIONSHIP WITH THE CZU

Please add to the table all originators/authors who have demonstrably contributed to the realisation of the intellectual property.

The signature of the employer's statutory representative will only be required if they are interested in being a co-applicant for future (planned) industrial law protection.

ORIGINATOR/AUTHOR – EXTERNAL PARTNER	
Name and surname, with titles before and after the name	
Nationality	
Home address incl. POSTCODE	
Private phone	

Private e-mail			
Employer (address incl. postcode, name, registration number)			
Work phone			
Work e-mail			
Jobs with employers			
Share of intellectual property (%)			
Interested in being a co-applicant as a physical person <input type="checkbox"/> YES <input type="checkbox"/> NO as a legal entity <input type="checkbox"/> YES <input type="checkbox"/> NO			

The sum of the shares of all co-originators/co-authors must be 100 %.

The notification shall be submitted by

CONTACT PERSON (representative of co-originators/co-authors)			
Name and surname, with titles before and after the name			
Phone		E-mail	

IV. TECHNICAL SOLUTION PROFILE

1. What market or societal problem are you trying to solve with this technical solution?

Please define the problem, who has it and how it is currently addressed in the market.

2. Briefly describe your technical solution.

Describe clearly, even for a layman, what the result of the research and development is, what you have achieved. Describe the principle, function, basic features. As appropriate, attach visual documentation – sketches, drawings, or test and measurement results or other documents clarifying the nature of the new solution and its technical effects.

3. Characterise the advantages and added value of your technical solution compared to market competitors.

Describe the advantages and unique features of the technical solution and, if possible, provide a parametric comparison (technological and economic) with existing solutions on the market. Indicate whether this is an improvement on an existing solution or a completely new or revolutionary one. Quantify if possible (the solution is x% cheaper, faster, more accurate...).

4. At what stage of maturity is the technical solution?

Select one of the options, you can also comment on it (e.g. whether it has been tested as proof-of-concept, etc.).

- ☐ specific documented proposal
- ☐ functional model (sample)
- ☐ prototype
- ☐ test operation
- ☐ other – please specify

5. In what context did the technical solution emerge?

Choose from the following options:

- ☐ with a bachelor's, master's or doctoral thesis
- ☐ with a working relationship to CZU

6. Was the technical solution developed in cooperation with a third party (outside the CZU)? If yes, in which (grant) project?

If so, please attach a copy of the collaborative agreement with the third party to this notification.

- ☐ no
- ☐ yes

Please provide the name and designation of the project, if relevant:

Is the project registered in the Project Register?

- ☐ no
- ☐ yes

Please provide the EP project number, if applicable:

- 7. Do you plan to further develop the technical solution towards the market? In what way? Who would fund it?**

Please comment.

- 8. Has the information regarding the technical solution been made public? If yes, please provide details (where, when, to what audience, in what detail.)**

Indicate whether the information related to the technical solution has been published at a conference, in a scientific publication, dissertation defence, etc. including the time frame and the extent to which the principle has been disclosed. What is your idea of the planned future publication?

- 9. How do you plan to protect your technical solution?**

Are you planning protection by patent, utility model, industrial design, through trade secrets, etc.?

- 10. In the case of industrial-law protection, specify from which sources the costs will be covered.**

Please tick a specific option, if you tick others, please comment.

- ☐ grant project
- ☐ faculty budget
- ☐ department budget
- ☐ other

- 11. Do you have information about existing or potential interest in technical solutions from the application (commercial) sphere? If possible, please identify specific entities:**

If you have such information, please provide the names of the organisations you have dealt with. Please also indicate which specific clients or types of companies (segmented) we should target.

- 12. Please indicate which method of commercialisation of the technical solution is the most appropriate in your opinion and give a brief justification:**

Select one or more options and justify (sale of license, spin-off, divestment of all intellectual property).

- 13. What area of education at CZU is the technical solution related to?**

For example: Biology, Ecology and Environment; Economic fields; Computer Science; Forestry and Wood Science; Food Science; Earth Sciences; Agriculture

14. Please provide anything else you think is relevant that we should know:

For example, please indicate whether you are interested in setting up a CZU spin-off, your own interest in the license, etc.

V. Declaration of the accuracy, truthfulness and completeness of information

I hereby confirm the contents of the above information.

In Prague on

.....
Representative of the (co-)originators/(co)authors

In Prague on

.....
Head of department¹ of (co)authors/(co)authors CZU

Appendix No. 2 Notice of creation of a trade mark

If you, as an employee of the CZU, wish to file a trademark that has been obtained to fulfil your obligations arising from your employment relationship with the Czech University of Life Sciences, you are obliged to report this fact to the CZU immediately through the Technology Transfer Office (TTO).

The trademark created by the author in the performance of tasks arising from their employment or other similar employment relationship with the CZU belongs to the CZU.

The completed notification is submitted electronically via an Intranet form. Mand the IP manager will then contact you to agree the final version of the notification.

I. TRADEMARK PROFILE

1. According to the nature of the trademark, please indicate its name and representation.

Include a graphical representation in an annex.

2. Presumed type of trademark

☐ verbal ☐ pictorial ☐ combined ☐ other – please specify

3. Has the logo been consulted and approved by the External Relations Division (ERD)?

☐ YES ☐ NO

If not, contact the ERD.

4. State the reason for the trademark.

What is your reason for filing a trademark? If a trademark is created in connection with a technical solution, please identify it in more detail. Please also indicate whether this technical solution has been submitted in the past.

- ☐ patent
- ☐ utility model
- ☐ industrial design
- ☐ know-how
- ☐ other technical solution – please specify

5. Specify what the costs of the design or industrial-rights protection of the trademark were or will be covered by.

Tick a specific option (if the trademark was paid for by more than one source, tick all). If you tick other, please comment.

- ☐ grant project
- ☐ faculty budget
- ☐ department budget
- ☐ other

6. Indicate whether the trademark was created by CZU employees or whether its design was created by a third party on commission.

In case the design of the trademark was created by third parties other than the CZU, please indicate by whom and attach the order or contract (or its draft) related to its creation to the attachment of this notice.

II. (CO-)AUTHORS OF A TRADEMARK IN AN EMPLOYMENT RELATIONSHIP WITH THE CZU

Please add to the table all authors who have demonstrably contributed to the design of the trademark.

AUTHOR			
Name and surname, with titles before and after the name			
Home address incl. POSTCODE			
Private phone			
Private e-mail			
Division (i.e. faculty, department, etc.)			
Work phone			
Work e-mail			
Share of intellectual property (%)			

The sum of the shares of all co-authors must be 100 %.

7. Enter the trade mark application number or the registration number of the trade mark if protection has already been granted.

8. If the trademark is related to a technical solution and you have information about existing or potential interest from the application (commercial) sphere, please indicate the specific entities.

We expect that the trademark will be offered including a specific technical solution that has been implemented at the CZU. Please explain the context of the situation. Indicate which specific clients or types of companies (segmented) we should target.

9. Please provide anything else you think is relevant that we should know.

III. DECLARATION OF THE ACCURACY, TRUTHFULNESS AND COMPLETENESS OF INFORMATION

I hereby confirm the contents of the above information.

In Prague on

.....
Representative of the (co-)authors

In Prague on

.....
Head of Division¹ of (co)authors at CZU

¹ In the event that the originators/authors are from different faculties, all their immediate supervisors will confirm here