



## COLLECTION OF DECISIONS AND MEASURES OF THE UNIVERSITY OF SOUTH BOHEMIA IN ČESKÉ BUDĚJOVICE

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### **Rector's Measures No. R 274 on the Management of Intangible Assets at the University of South Bohemia in České Budějovice**

In accordance with section 10 (1) of the Act No. 111/1998 Coll., on Higher Education Institutions and on the Modification and on Amendments and Supplements to some other Acts (the Higher Education Act), hereinafter as the "Act", these Measures shall be issued:

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## 2. Preamble

Regarding:

- the necessity of effective protection of results created within the University of South Bohemia in České Budějovice (hereinafter as the “USB”), their effective use and dissemination through education, publication and technology transfer;
- the current system of institutional support in the Czech Republic and the necessity, which is related to it, of creating a motivational framework for the maximum and effective use of this tool of financing;
- pitfalls of insufficient protection of results and of inappropriate handling intangible assets, so-called public aid based on a legal perspective as defined in Article 107 et seq. of the Treaty on the Functioning of the European Union (in particular, so-called indirect aid);
- the legal obligation of every recipient of aid for research, development, and innovation in accordance with Section 11 (3) of the Act No. 130/2002 Coll., on the Support of Research and Development from Public Funds and on the Amendment to Some Related Acts (the Act on the Support of Research and Development, to modify the way of handling findings by internal regulation.

## 3. General Section

### 3.1. Concept definitions

3.1.1. **Intellectual property** is a set of rights concerning the results of intellectual activity, trademarks & designations, industrial property, and unprotected tangible assets. The objects of intellectual property created at the USB are defined as findings, which the author/creator created while performing tasks arising from his/her employment or another employment relationship with the USB, alternatively, during performing study obligations. These objects of intellectual property may exist in the following forms:

- a) industrial property, which can be protected by registration with the relevant authority, trademarks & designations are included for the purposes of this provision
- b) works protected by copyright,
- c) intellectual property protected by the Commercial Code.

3.1.2. **Objects of industrial property** are results of an intellectual activity, which are new and industrially (economically) exploitable. The objects concerned are inventions, biotechnological inventions, utility models, industrial designs, topographies of semiconductor products, improvement proposals, trademarks.

3.1.2.1. **Invention** is a technological solution, which is new a result of an inventive advance. It is industrially exploitable and available for patent protection.

3.1.2.2. **Biotechnological invention** is patentable when concerning a biological material, which is isolated from its natural environment or produced by a technical procedure, even if it had already occurred in nature as well as when concerning plants or animals, if the technical feasibility is not limited to a specific plant variety or an animal species. It may also concern a microbiological

procedure or any other technical procedure or product, other than a plant variety or an animal species gained in such a way.

3.1.2.3. **Patent** is a protective document, which is granted in order to protect findings, which are new technological solutions. They are a result of inventive advances as well as industrially exploitable.

3.1.2.4. **Utility model** is a form of protection of technical solutions, which are new, industrially exploitable and exceed the framework of mere professional skills, but they may attain the level of an invention.

3.1.2.5. **Industrial design** is the appearance of a product, or its part, consisting, in particular, of line characteristics, outlines, colours, shape and the structure or materials of the product itself or only of its ornamentation which is eligible for protection in such a case that it is new and of an individual nature.

3.1.2.6. **Improvement proposal** is a technical, production or operational improvement. Alternatively, it is a solution for the issues of safety and health protection during work and of the environment, which the innovator has the right to handle.

3.1.2.7. **Trademark** is any designation that may be depicted graphically, in particular words, including personal names, colours, drawings, letters, numbers, the shape of the product or its packaging, if such a designation is capable to differentiate products or services of one individual from products or services of another individual.

3.1.2.8. **Topography of semiconductor products** is a series of images fixed or encoded in any way and that are mutually interrelated. These images depict the three-dimensional, permanent organisation of layers that constitute semiconductor products while each image depicts an example of a single layer of a semiconductor product or its part, alternatively an example of the surface of the semiconductor product in different stages of production or its parts, which, however, are not common in the industry of semiconductor parts and they are a result of the creative activity of the originator. This notion also designates parts of topography, which are exploitable independently, as well as in an image serving the production of topography.

3.1.3. **Work protected by copyright** is a literary, artistic or scientific work (publication, article), which is a unique result of creative activity of the author and it is expressed in any objectively perceivable form, including the electronic form, permanently or temporarily without any regard for its extent, purpose and meaning. Works protected by copyright are also understood as computer programs, works created by creative processing of another work, including translation of the work into another language, collection, database, which is an intellectual product due to the method of selection or organisation of the content.

3.1.3.1. **Work made for hire** is a work, which the author/originator created in order to fulfil the obligations arising from the employment relationship (or similar) to the USB. A collective work, i.e. work, that is created through the contributions of a number of authors/originators, which is created from the incentive of the members of the management of the USB and under its management is also

considered a work made for hire. It is publicly released under its name (and at its own expense), while the contributions included in such a work are not capable of independent use.

3.1.3.2. **Student work** is a work that was created by a student of the USB in order to fulfil study obligations arising from his/her legal relationship with the USB. Similarly, works created by participants in lifelong learning programs are also considered as student works.

3.1.4. **Intangible assets protected by the Commercial Code** are assets of an intangible nature, which are not a subject of protection of industrial legal protection or works protected by copyright. If the works concerned are trade secrets, know-how or confidential information, they are available for protection under the framework of protection against unfair competition especially.

3.1.5. **Know-how**, a collection of findings, skills, and experience (of following natures: scientific, research, organisational, production, management, economic, entrepreneurial, technical, operational, commercial, marketing, or of another nature, which is not commonly known or available and which are significant, describable (i.e. expressed in any objectively perceivable form) and commercially exploitable as well as not subjects of intellectual protection rights.

3.1.6. **Trade Secrets** are all facts of commercial, production or technical nature related to the USB, which have a real or, at least, a potential material or immaterial value. They are not commonly available in relevant professional communities and should be kept confidential based on the will of the USB, which also ensures the confidentiality in a relevant manner and expects their use in the context of its activities.

3.1.7. **Confidential information** is such information that is not a subject of trade secrets, but the USB also intends to maintain its confidentiality. The “confidential” status is accorded to information by way of an explicit designation in writing.

3.1.8 **Originator or innovator** is an individual in an employment relationship (or in another similar employment relationship) with the USB (including students and participants in courses of lifelong learning programs organised by the USB), who contributed to the creation of an object of intellectual property through his/her own creative activity in accordance with the Commercial Code or acts regulating particular subjects of industrial property.

3.1.9 **Author** is an individual who created the work. In the case of a work that is a collection of constituent parts, which were selected or organised by the individual in a creative manner, such an individual is also so considered.

3.1.10. **Co-author or co-originator** is an individual who contributed to the creation of an object of intellectual property together with other co-authors through a collective creative activity.

3.1.11 **Employee** is defined as a person who is in an employment relationship with the USB, alternatively, a person who performs work for the USB in a similar relationship.

3.1.12 **Employment relationship** is determined as a work relationship, or an employment relationship created on the basis of an employment contract, an agreement to complete a job, an agreement to perform work.

3.1.13 **Subjects of intellectual property** are defined as subjects of copyright (works protected by copyright) and subjects of industrial property rights.

3.1.14 **Intangible assets** are subjects of intellectual property and other subjects of an intangible nature, trade secrets and confidential information in particular.

3.1.15 **Handling subjects of intellectual property** is defined as their use for personal use (i.e. execution, operation, use for further research and development) and its dissemination through teaching or technology transfer.

3.1.16. **Technology transfer** is defined as a provision of rights to findings and their use to another entity, or their transfer to a different entity, or their use for a different purpose.

3.1.17. **Technology Transfer Office (hereinafter also as „TTO“)** is defined as a specialised facility/place of work of the Rectorate of the USB created for the purpose of university-wide support of activities concerning technology transfers, including complex assistance during the selection and ensuring of an appropriate form of protection of subjects of industrial property.

3.1.18 **Commercialisation Board (hereinafter also as the “Board”)** is a specialised body deciding in relation with the commercialisation of results of science and research. It also performs supervision over the use and effective handling of funding appropriated to the area of commercialisation of results of research and development.

3.1.19 **Licence agreement** is defined as a bilateral legal act, in which the provider authorises the acquirer, in an agreed-upon extent and in an agreed-upon territory, to exercise rights of industrial property and the acquirer pledges to provide an agreed-upon remuneration or another asset value.

3.1.20. **Contractual research** is defined as the effectuation of activities of a character of research, development, and innovation as a service to the USB for remuneration provided to a third party.

3.1.21. **Collaborative research** is defined as the effectuation of activities of a character of research, development, and innovation in cooperation with a third party, which also effectuates activities of research, development and innovation in the framework of the collaboration.

3.1.22. **Services with a high added value** are defined as effectuation of services provided to a third party using intangible assets and research infrastructure of the USB.

3.1.23. **Research organisation** is defined as a research organisation in the sense of the Community Framework for State aid for Research and Development and Innovation (2006/C 323/01) and in the sense of the document that will replace the Community Framework from 2014.

3.1.24. **Spin-off entity** is defined as a legal entity whose conduct of business is being participated in by the USB:

- non-pecuniary contribution of a subject (subjects) of intellectual property rights of the USB;
- by way of concluding a licencing agreement through which the USB allows this legal entity to use subjects of intellectual property rights of the USB; or

- by way of another transfer of rights to the subject(s) of intellectual property rights of the USB; or
- in another way under the condition that the concern of the conduct of business (activity) of such an entity is a commercial exploitation of a subject(s) of intellectual property rights of the USB.

### **3.2. Subject matter**

3.2.1. These Measures are a general regulation addressing the handing of intangible assets of the USB and it is binding for all faculty or non-faculty constituent parts, as well as all employees and students of the USB.

3.2.2. Specific questions may be further addressed in a special regulation in detail later and there, where these Measures allow it, in a special regulation of constituent parts (Faculties).

### **3.3. General guidance on handling intangible assets**

3.3.1. Employees and students are obliged to actively contribute to the effective protection of subjects of intellectual property created within the USB and there, where it is appropriate, to ensuring effective handling of these subjects.

3.3.2. Employees and students are obliged to respect the rights to intangible assets of other employees and students as third parties.

3.3.3. Employees and students are obliged to inform the TTO (in writing) about the creation of a subject of industrial property with another employer or outside the employment relationship with the USB or with another employer within 5 days from such a notification to a different employer or within 5 days, at the latest, from the application for protection of such a subject.

3.3.4. Employees and students who are approached by a third party with a request of collaboration with the USB in the following areas:

- granting a license to an intangible asset of the USB;
- providing services by the USB of a nature of contractual research;
- participation of the USB in a project of collaborative research with a commercial partner, which is not of a nature of participation in a program of support of research of development and innovations;

are required to handover the third party's contact details to the TTO within 5 working days and to inform the third party about the fact that the TTO has an exclusive right to negotiate commercial aspects of collaboration (including an option of participation of a qualified employee or a student from the approached constituent part of the USB).

In the case that the USB participates in a project in collaboration with a non-commercial partner and in projects that participate in programs for support of research and innovation, employees and students, entrusted with the preparation of the project application, are required to appropriately inform the TTO and to consult on aspects of protection and share in intangible assets and on other related economic questions.

3.3.5. Intangible assets of USB are supposed to be primarily used for the main activities of the USB. The use of intangible assets for supplementary activities must not disrupt or endanger the course of main activities.

3.3.6. Intangible assets of the USB must be handled in such a way that unjustified discrimination in favour of any third party does not take place.

3.3.7. Managing employees are required to monitor the creation of subjects of intellectual property at facilities and places of work managed by them and make sure that property and personal/personality rights are exercised towards them.

3.3.8. Rights and obligations stemming from the provisions of these Measures remain valid after termination of an employment agreement or of a similar employment relationship with the USB or after the end of the studies of the originator/author.

## **4. Special section**

### **4.1. The Purview of the Technology Transfer Office**

4.1.1. The TTO is a university-wide body for supporting activities of technology transfers.

4.1.2. The TTO has primacy in the following areas:

- Administration of ensuring and maintaining protection of subjects of industrial property rights, including responsibility;
- Administration of granting licences to subjects of industrial rights, including participation in contractual negotiation;
- Administration of orders of projects of contractual and collaborative research with commercial partners, which are not of the nature of programs of support of research of development and innovations, including participation in contractual negotiation;
- Co-ordination and supervision of services of high added value provided and of letting research infrastructure of the USB (supervision – previous information, if the extent of the service provided to a single customer over the course of one calendar year should exceed 100'000 CZK, other supervision should be performed on the basis of ex-post annual reports co-ordination – in particular, activities leading to the unification of approach to providing such services and ensuring the adherence to rules of providing services and letting within the USB)

### **4.2. Protection of objects of industrial property**

4.2.1. If the subject of industrial property was created by an originator within the employment agreement or within another similar relationship to the USB, unless agreed otherwise, the rights to such intellectual property belong to the USB. In the case of other similar relations outside employment agreement, the leading employee is responsible for contractual arrangements and for

the manifestation of rules, as per these Measures, in the contracts concerning these relations. The rights of originators are not affected. This article 4.2. further determines the procedure for ensuring the legal protection of subjects of industrial property. The scheme of this procedure is the content of Annex No. 3 of these Measures.

4.2.2. Originator, who creates a result eligible for industrial legal protection, is required to inform his/her direct superior and the TTO about such fact in writing and without a delay. The TTO shall issue a report about the obtaining of the information. The originator completes a form called "Originator notification", that constitutes Annex No. 1 of these Measures, while assisted by the TTO. The originator is obliged to do so even in the case that another co-originator outside the USB participated in the creation of the result.

4.2.3. The originator is required to complete the form within 5 working days from the first notification about the creation of the result. The form is completed in two copies. One copy is presented to the TTO and the other is presented to the Dean through the TTO. The TTO shall confirm obtaining the completed form without a delay.

4.2.4. Consequently, the TTO monitors and co-ordinates all following steps and supervises meeting deadlines set by law and by these Measures.

4.2.5. The TTO issues a detailed statement on the questions of the possibility of ensuring industrial legal protection of the result and recommended form of protection within 1 month from the first written notification about the creation of the result without an unnecessary delay. Furthermore, it will issue a preliminary statement on commercial potential or, alternatively, a preliminary plan of commercialisation of reported result with respect to an analysis of funding of legal protection, which is also a part of the statement of the TTO. The TTO shall pass its statement to the Dean within the deadline.

4.2.6. Within 2 months at the latest and without an unnecessary delay from the first written notification about the creation of the result, the Dean, representing the Faculty in question, shall issue a recommendation on further steps concerning following:

- whether the USB shall apply the result toward the originator;
- whether and in what form shall the protection of the result be ensured;
- in what way shall the protection of the result be financed; and
- whether and what steps shall be taken in order to verify the commercial potential and to proceed with consequent commercialisation

The recommendation of the Dean shall take the statement of the TTO into account. The Dean may order a preparation of an external opponent statement in addition to the statement by the TTO. The Dean shall submit the form including the statement by the TTO, the potential opponent statement and his/her own recommendation on further steps to the Rector within the deadline. In time-constrained cases, the Dean may issue his/her recommendation only concerning the question of whether the USB shall apply the result toward the originator on the basis of an understanding that further questions concerning protection and commercialisation shall be dealt in an additional time period.

4.2.7. The Rector shall decide without unnecessary delay within 2 weeks from the obtaining of the statement of the Dean (or in cooperation with the TTO within 75 days, at the latest, from the first written notification about the creation of the result) while taking the statement of the Dean into account:

- whether the USB shall apply the result toward the originator;
- whether and in what form shall the protection of the result be ensured;
- in what way shall the protection of the result be financed; and
- whether and what steps shall be taken in order to verify the commercial potential and to proceed with consequent commercialisation

In time-constrained cases, the Rector may make a decision only concerning the question of whether the USB shall apply the result toward the originator on the basis of an understanding that further questions concerning protection and commercialisation shall be dealt in an additional time period.

4.2.8. In the case that it is decided that the result is applied toward the originator, the Rector shall also sign the form named “Application of the results toward the originator”, which constitutes Annex No.2 of these Measures. The TTO shall ensure the delivery of this form to the originator within three months from obtaining the first written notification about the creation of the result.

4.2.9. In connection with the decision of the Rector, The TTO shall immediately take steps in order to ensure the legal protection of the result. Until such time that the legal protection is secured, the result is considered a confidential information protected as per these Measures.

4.2.10. Consequently, The TTO is responsible for maintaining the protection of results. In such a case that it becomes obvious that the total costs of ensuring and maintain legal protection exceed the total income of the USB related to the result in question (including the income from institutional support) and in such a case that there is no other special reason for maintaining the result (e.g. further exclusive research), the TTO shall propose termination of the legal protection of the result to the Rector. In connection with the decision of the Rector about the termination of maintaining legal protection of the result, the TTO shall immediately take steps leading to the termination of the legal protection of the result.

### **4.3. Works protected by copyright**

4.3.1. The exercise of rights to student works and works made for hire is within the purview of Faculties and other non-faculty constitutive parts of the USB. If the internal regulations of Faculties do not state otherwise, the regulation stated in article 4.3. of these Measures are valid.

4.3.2. Property rights to works protected by copyright, which are works by employees are exercised by the USB in its own name and its own expense unless these ordinances or other faculty regulations state otherwise.

4.3.3. Managing employees are, within the scope of their authority, required to ensure that it is undeniable in individual cases whether the work created by the employee is a work made for hire and toward which employer (in the case that the employee is employed by multiple employers concurrently shall it be applied. Managing employees also are, within the scope of their authority,

required to ensure that the exercise of rights to works made for hire by the USB or by employees does not unintentionally frustrate industrial legal protection.

4.3.4. The USB does not exercise property rights to works made for hire, which were created for the purpose of publication in scholarly journals or compendiums from conferences. Authors of such works are entitled to use these works or to grant the use of these works to third parties.

4.3.5. Authors are entitled to request a proportionate licence to a work, including the right to grant (sub)licences to third parties, if the USB does not exercise property rights to his/her work or it exercises these rights inadequately.

4.3.6. The USB may pass the right to exercise property rights to a work made for hire to a third party only under the condition of a previous explicit consent of the author.

4.3.7. The USB is entitled to use student works (in particular, bachelor thesis, dissertations, and similar works) only for its internal needs. The USB has the right to enter into a licencing contract for exploitation under usual conditions for other purposes. When publicising student works (e.g. during public thesis defence), managing employees are required, within the scope of their authority, to adopt measures in order to prevent unintended frustration of industrial legal protection or endangering the know-how, trade secret, confidential information (e.g. by assigning an employee of the USB responsible for the process of creation of the specific student work, who is responsible for the check of these facts).

#### **4.4. Intellectual property protected by the Commercial Code**

4.4.1. If not agreed otherwise, the rights to intangible assets protected according to the Commercial Code and created by originators/authors within the context of an employment relationship or a similar relationship with the USB belong to the USB.

4.4.2. The leading employee is, within the scope his/her authority, required to take measures to ensure that the regulations of these Measures are manifested in contracts that regulate relationships that are not employment relationships, but, nevertheless, are of a similar nature.

4.4.3. The employee is required to take all steps that can be justly demanded from him/her in co-operation with the TTO in order to prevent infringement or endangering rights to intangible assets of the USB, which are protected as per the Commercial Code.

4.4.4. The Employee is required to notify the Dean and the TTO about any infringements on rights to unregistered (unprotected) trademarks discovered. The TTO shall write a report about such a notification and shall take necessary steps, together with the leadership of the Faculty concerned, in order to rectify the situation.

4.4.5. The leading employee is, within the scope of his/her authority, required:

- to determine the scope of facts, which constitute a trade secret and to inform relevant employees about such facts;

- to determine the rights and obligations of employees during their protection;
- to determine the rights of access and use of items that are subject to a trade secret;
- to take further necessary measures to ensure the confidentiality of the trade secret.

The leading employee has similar obligations even in the connection with know-how and confidential information.

## **5. Commercialisation of findings at the USB**

### **5.1. Rules for commercialisation of findings**

5.1.1. TTO actively seeks items suitable for commercial use

5.1.2. In the case that on the basis of:

- notification of employee subjects of industrial property rights as per article 4.2.; or
- identification of findings by employees of the TTO;
- or in another way;

and subsequent primary assessment of the commercial potential, it is found that a certain subject of industrial property rights, or another subject of intellectual property rights, is endowed with the potential for commercial exploitation, the TTO shall issue a plan of commercialisation of the finding in co-operation with the participating facility/place of work. In the case that there is a request for funding appropriated for the area of commercialisation of findings of research and development, the TTO shall complete, in co-operation with the participating facility/place of work, the form named "Sub-project/intent description sheet", which constitutes Annex no. 4 of these Measures. This funding may be used only for support of proof-of-concept activities.

5.1.3. TTO shall propose such forms of commercialisation of findings that will ensure an ideal rate of value for money, which will also ensure that the gained reward will correspond, at least, to the market value of commercialised findings.

5.1.4. When appropriate and when it stems from current valid legislation<sup>1</sup>, the form of commercialisation of findings shall be chosen in an open and transparent public tender in order to grant an exclusive or a non-exclusive licence.

5.1.4. TTO shall present a plan of commercialisation or a funding request in a form named "Sub-project/intent description sheet" to the Commercialisation Board. The Board, within 2 months from the receipt of materials, shall decide about the approval or the rejection of the sub-project or it shall decide about the approval or the rejection of the funding request. The Commercialisation Board may return the presented plan of commercialisation or the funding request to the TTO for completion

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<sup>1</sup> For example, Section 16 (4), Subsection a) of the Act No. 130/2002 Coll., on the Support of Research and Development from Public Funds and on the Amendment to Some Related Acts (the Act on the Support of Research and Development).

with comments. The TTO shall process the comments without an unnecessary delay in 1 month at the latest. The Commercialisation Board shall issue its statement after the receipt of processed comments without an unnecessary delay in 2 months at the latest.

5.1.6. Should the commercialisation plan be approved, the TTO begins, in co-operation with the participating facility/place of work, to take steps for its implementation.

5.1.7. Should the funding request be approved, the TTO subsequently monitors and co-ordinates the progress of the sub-project. The TTO, in co-operation with the participating facility/place of work, issues interim reports on the progress of the sub-project every year and it submits these reports to the Commercialisation Board. The Commercialisation Board assesses the progress of the sub-project and the use of funding and it decides about the continuation/suspension or termination of the sub-project within 2 months from the receipt of the report. After the termination of the sub-project, the TTO issues, in co-operation with the participating facility/place of work, the final report on the sub-project and submits this report to the Commercialisation Board for approval. Forms for interim and final reports constitute Annexes no.6 and 6 of these Measures.

5.1.8 The scheme of this process constitutes the content of Annex no.7 of these Measures.

## **5.2. Guidelines on cooperation in contractual and collaborative research**

5.2.1. The USB provides services of contractual research under the following conditions:

- the USB does not bear risks of failure of research activities or it bears such risks to the minimum necessary extent and under the condition that these risks are manifested in the remuneration of the USB for provided services,
- the USB provides services for remuneration that is in accordance with market value and for a remuneration that covers costs fully and an appropriate mark-up in such a case that the market value cannot be ascertained.

5.2.2. The USB participates in projects of collaborative research with enterprises from the sphere of application (i.e., entities that are not of the nature of a research organisation) only when one of the following conditions is fulfilled:

- participating enterprises from the sphere of application bear the costs of the project fully; or
- results that do not have result in the creation of intellectual property rights can be disseminated freely and potential intellectual property rights, taking into account the results of R&D&I, belong fully to the USB or to another research organisation in a corresponding share; or
- the USB receives a compensation equal to the market value of intellectual property rights, which stem from the activity of the research organisation in connection with the project and that shall be transferred to the enterprises, from participating enterprises from the sphere of application. The potential contribution of participating enterprises to covering the costs of the research organisation shall be detracted from such a compensation; or
- the contract between the partners of the project of collaborative research shall be set in

such a way that the rights to subjects of intellectual property (results of R&D&I within the project) and the rights of access to these results are divided among the partners in correspondence with the contributions to their creation being taken into account, including performed work, financial and other contributions to the project.

5.2.3. The principles indicated in this article shall be appropriately applied in co-operation of the USB with other research organisations.

5.2.4. TTO, within the context of the preparation of projects of contractual and collaborative research, shall recommend an appropriate method of ascertaining the market values of results (e.g., public tender, expert report and the like). In addition, it may recommend a method of ascertaining costs and of an appropriate mark-up.

### **5.3. Commercialisation process results monitoring**

5.3.1. TTO performs a subsequent regular monitoring of commercialisation activities.

5.3.2. TTO ensures the administration of licencing agreements, agreements on joint ownership of subjects of intellectual property rights and collaborative research agreements. TTO ensures the supervision of performance of these agreements, recovery of claims pertaining to these agreements and the divvying of revenues from these agreements in accordance with relevant regulation of the USB.

### **5.4. Rules for software publication**

5.4.1. The handling of a software created as an employee/student work shall be regulated by a special internal regulation. Unless such special regulation states otherwise, the regulation of this article 5.4. is valid.

5.4.2. The condition of publication of software on web pages of the USB or its constituent parts as freeware, open-source licence, is that the Rector must decide so on the basis of a recommendation of the Dean and the issuance of a statement by TTO. The condition of such a form of publication is that it had been proven that the software does not have a potential for commercial exploitation.

5.4.3. The commercial potential of every so published software shall be examined by the TTO, in particular, via monitoring the number of granted licences. In such a case that the number of granted licences rises, the TTO is required to prepare an analysis of the commercial potential again and submit a proposal for further action to the Dean of the relevant Faculty that shall be decided on by the Rector.

### **5.5. Rules for establishing spin-off entities and for the participation of the USB in their conduct of business**

5.5.1. This article 5.5. shall determine the rules for the establishment of spin-off entities beyond applicable rules on the establishment of legal entities of the USB.

5.5.2. The USB participates in the activities of spin-off entities under the following conditions:

- the value of shares of the USB in the legal entity, including subjects of intellectual property corresponds to the share on decision-making and the share in the profit of the spin-off entity; and
- the granting of the licence or rights transfer after the establishment of the entity is done in return for an equivalent corresponding to the market value of the subject of the licence or of the transferred right.

5.5.3. In correspondence with this article 5.5., the following rights can be granted to the spin-off entity:

- the use of the logo of the USB and individual Faculties,
- the use of a spin-off trademark in connection with the trademark of the USB,
- the use of a trademark with reference to the development of technologies and products at the USB and at the relevant Faculty

5.5.4. In the case of a **spin-off entity without a capital participation of the USB:**

- this entity has no preferential rights to being granted licences or licence transfers to subjects of intellectual property of the USB;
- this entity has no rights to gratuitous use of movable or immovable properties or the use of such properties at a reduced/preferential cost unless it is determined so by an agreement with the USB and in exchange for such treatment the USB has the right to another real consideration;
- this entity has no preferential rights to the granting of public tenders from the USB;
- the participation of the USB in the activities of this entity is the subject matter of a written agreement concluded between the USB and this entity, by way of which the rightful interests of the USB are protected and the risks of such participation in the activities of this entity are minimised;
- potential rights of the USB are provided to such an entity in exchange for an equivalent corresponding to the market value of such rights.

5.5.5. In the case of a **spin-off entity with a capital participation of the USB:**

- this entity has no preferential rights to being granted licences or licence transfers to subjects of intellectual property of the USB;
- this entity has no rights to gratuitous use of movable or immovable properties or the use of such properties at a reduced/preferential cost unless it is determined so by an agreement with the USB and in exchange for such treatment the USB has the right to another real consideration;
- this entity has no preferential rights to the granting of public tenders from the USB;
- the documents of incorporation of this entity contain a regulation, by way of which the rightful interests of the USB are protected and the risks of participation in the activities of this entity are minimised, in particular, the option of termination of participation in the activities of the spin-off entity (e.g., via repurchase of stock, shares and the like) must be regulated. Furthermore, the modus operandi of the USB in the bodies of the entity and the corresponding share on decision-making including the definition of a decision, which

may be taken in the bodies of the spin-off entity only on the condition of approval by the USB, must be regulated;

- potential rights of the USB are provided to such an entity in exchange for an equivalent corresponding to the market value of such rights.

5.5.6. In the case of a **spin-off entity with a capital participation of the USB equal to 100%**:

- this entity has no preferential rights to the granting of public tenders from the USB unless the applicable regulations in the area of public tenders permit it<sup>2</sup>;
- potential rights of the USB are provided to such an entity in exchange for an equivalent corresponding to the market value of such rights.

5.5.7. The TTO ensures the application of the rights of the USB in spin-off entities and in the management of the relationship of the USB and these entities. It regularly (1x per year at least) informs the management leadership of the USB about the affairs of these entities.

5.5.8. If needed, the TTO issues and submits a statement of the TTO to the Rector concerning:

- changes in the amount of the capital participation of the USB in the spin/off entity, including the termination of participation of the USB in the spin-off entity,
- changes in the legal form of the spin-off entity,
- elections for the bodies of the spin-off entities,
- agreements concluded between the USB and the spin-off entity,
- decision-making about changes of the subscribed capital of the spin-off entity, including supplementary charges outside the subscribed capital,
- other significant decisions concerning the participation of the USB in the spin-off entity.

## **6. Originator remuneration and the distribution of net revenues of commercialisation**

### **6.1. General provisions for originator remuneration**

6.1.1. The originator, who created a subject of intellectual property rights in the context of fulfilling tasks stemming from his/her employment and towards which the USB has applied its rights, has a right to remuneration as per this article. This remuneration does not affect other remunerations as per other internal regulations of the USB or its Faculties or the salary of the employee in question.

6.1.2. In accordance with these Measures, the originator always has a right to:

- a one-off remuneration of the originator and
- a remuneration of the originator for exploitation (of the subject in question).

6.1.3. In such a case that the subject of industrial property rights was created by a group of originators, the group is considered to be the originator for the purposes of remuneration calculation. Within the group, the remuneration is divided according to a decision of the managing

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<sup>2</sup> For example, Section 18 (1), Subsection e) of the Act No. 137/2006 Coll., on Public Contracts, in the valid version in force

member of the group on the basis of the contributions of individual co-originators to the creation of the subject of industrial rights, or, if it is not possible to ascertain the correct distribution in such a way, the remuneration is distributed among the members in equal shares.

6.1.4. A remuneration agreement shall be concluded with the originator (co-originators) concerning remuneration arrangements and its amount. The remuneration agreement is concluded between the Rector (or another person explicitly authorised by the Rector) on behalf of the USB and the originator (co-originators). The preparation of the agreement and the negotiation about its content is ensured by the TTO.

## 6.2. One-off originator remuneration

An originator, who duly notified the creation of a subject to industrial property rights to the TTO after 1. 7. 2013 and toward which the rights were applied by the USB, shall be provided with a one-off remuneration according to the result type. The right of the originator to an additional compensation under the conditions determined by legal provisions and by article 6.3. of these Measures is not affected thus.

6.2.1. Remuneration rates according to this article 6.2. are determined by the Dean for individual Faculties.

6.2.2. A similar and proportionate approach shall be followed in relation to authors of works made for hire and works protected by copyright.

## 6.3. Net income distribution of findings commercialisation

6.3.1. The distribution of income is determined as a percentage of net revenues according to the following criteria:

Net income of the USB	Amount of remuneration to the originators	Share of the facility/place of work of the originator	Share of the TTO*	Contribution to the license fund of the USB**
Up to 100'000 CZK	70 %	10 %	10 %	1 0%
100'000 CZK up to 1 mil. CZK	55 %	20 %	15 %	10 %
over 1 mil. CZK	40 %	34 %	20 %	6 %

\* Unused Technology Transfer Office allowances are transferred to the License Fund at the end of the year (if there are any).

\*\* Until the creation of the university license fund, these monetary means belong to the place of work of the originator.

6.3.2. Net incomes are defined as the difference between the income from licences or from another use and all external costs connected with the market valuation of the subject, in particular, with the protection of rights of the subject of industrial property (patent applications and other ways of intellectual property protection, payments to patent attorneys, maintenance fees and the like), costs of external services and analysis (market research, expert reports and the like), costs of payments to external traders and brokers reduced by a potential subsidy from projects.

6.3.3. Institutional support or any other public support are not considered incomes from licences in the sense of the article 6.3.2.

6.3.4. Remuneration is paid annually within 4 months from the end of the relevant accounting period. The remuneration amount is determined from the total of net incomes of the results of the originator paid out since the creation of first licencing income or from another way of exploitation of the result. Income amounts from licences or from another way of exploitation of the result and other results of the same originator, which represent an improvement or supplement of the original result, are added together for the purposes of the calculation.

## **7. Common, temporary and final provisions**

This regulation repeals the Rector's regulation No. R 249/2013 from 1. 7. 2013.

## **8. Annexes**

Annex No.1 Notification of an originator/co-originator (form)

Annex No.2 Application of the results toward the originator / co-originator (form)

Annex No.3 The Schema of industrial legal protection at USB

Annex No.4 Sub-project/intent description sheet (form)

Annex No.5 Interim report on the progress of a sub-project

Annex No.6 Final report on the progress of a sub-project

Annex No.7 Commercialisation of findings schema at the USB

Made by: TTO

prof. RNDr. Libor Grubhoffer, CSc.  
The Rector

Distributed by: Faculty Deans, members of the management of the USB



## Notification of an originator/co-originator

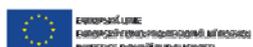
(Annex No. 1 Measures R274 on the Management of Intangible Assets at the University of South Bohemia in České Budějovice)

<b>Jihočeská univerzita</b> Branišovská 1645/31a 370 05 České Budějovice	Registration number:
	Received on behalf of the TTO:
	Received on behalf of the Faculty:
	Date:
<b>1. Name of the solution (hereinafter as the “solution”):</b>	
<b>2. Solution specification:</b>	
<b>3. Main originator (executor) of the solution:</b>	
First Name, Last Name, Title:	
Position:	Faculty, facility (place of work):
Solution contribution: %	Address (facility/ place of work):
E-mail:	
Phone:	Address (residence):
<b>4. Co-originator of the solution (employee of the USB):</b>	
First Name, Last Name, Title:	
Position:	Faculty, facility (place of work):
Solution contribution: %	Address (facility/place of work):
E-mail:	
Phone:	Address (residence):
<b>5. Co-originator of the solution (employee of the USB):</b>	
First Name, Last Name, Title:	
Position:	Faculty, facility (place of work):
Solution contribution: %	Address (facility/ place of work):
E-mail:	
Phone:	Address (residence):





<b>6. Co-ordinator of the solution (relevant employment agreement outside the USB)</b>	
First Name, Last Name, Title:	
Position:	Employer:
Solution contribution: %	Address (employer):
E-mail:	
Phone:	Address (residence):
<b>7. Co-ordinator of the solution (relevant employment agreement outside the USB)</b>	
First Name, Last Name, Title:	
Position:	Employer:
Solution contribution: %	Address (employer):
E-mail:	
Phone:	Address (residence):
<b>8. Other collaborators (employee of the USB):</b>	
First Name, Last Name, Title:	
Position:	Faculty, facility (place of work):
E-mail:	Address (facility/place of work):
Phone:	Address (residence):
<b>9. Other collaborators (relevant employment agreement outside the USB):</b>	
First Name, Last Name, Title:	
Position:	Employer:
E-mail:	Address (employer):
Phone:	Address (residence):
<b>10. Funding sources for creation of the solution (program, amount, purpose, etc.):</b>	
<b>11. Relevant agreements concerning results (identify the designation of relevant agreements, including implications for determining the contribution to the solution and the content of these agreements):</b>	



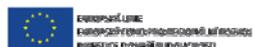


<b>12. Solution characterisation (solution description, what does the solution concern, potential market application, comparative advantages and qualities):</b>
<b>13. Characterisation of the novelty of the solution:</b>
<b>14. Characterisation of the industrial exploitability of the solution:</b>
<b>15. Proposed type of protection:</b>
<b>16. Further information:</b>
<b>17. Annexes (e.g., employment contracts of originators and co-originators)</b>





<b>18. Statement of the main originator (executor)</b>	
I created the solution while performing the tasks stemming from the employment agreement or another similar employment agreement with the employer:	
I have notified my other employers about the facts related to the creation of the solution	
At:	Signature:
Date:	
<b>19. Statement of Co-executor</b>	
I created the solution while performing the tasks stemming from the employment agreement or another similar employment agreement with the employer:	
I have notified my other employers about the facts related to the creation of the solution	
At:	Signature:
Date:	
<b>20. Statement of Co-executor</b>	
I created the solution while performing the tasks stemming from the employment agreement or another similar employment agreement with the employer:	
I have notified my other employers about the facts related to the creation of the solution	
At:	Signature:
Date:	
<b>21. Statement of Co-executor</b>	
I created the solution while performing the tasks stemming from the employment agreement or another similar employment agreement with the employer:	
I have notified my other employers about the facts related to the creation of the solution	
At:	Signature:
Date:	





## 22. Statement of Co-executor

I created the solution while performing the tasks stemming from the employment agreement or another similar employment agreement with the employer:

I have notified my other employers about the facts related to the creation of the solution

At:

Signature:

Date:





### Notes concerning the completion of the form

Table field	Note
Name of the solution	State the working title of the solution
Solution specification	State a brief specification of the solution
Main originator (executor) of the solution	Identify the originator who was the main contributor to the creation of the solution
Co-originator of the solution (employee of the USB)	Identify the originator who is an employee of the USB and who also contributed to the creation of the solution
Co-originator of the solution (relevant employment agreement outside the USB)	Identify the originator who is not an employee of the USB and who also contributed to the creation of the solution
Other collaborators (employee of the USB)	Identify other persons from among the employees of the USB who participated in the project in question, but, nevertheless, did not contribute to the creation of the solution (they are not originators).  This is stated for the purposes of legal certainty in order to clarify that these persons are not originators (in cases that may be disputable)
Other collaborators (relevant employment agreement outside the USB)	Identify other persons other than the employees of the USB who participated in the project in question, but, nevertheless, did not contribute to the creation of the solution (they are not originators).  This is stated for the purposes of legal certainty in order to clarify that these persons are not originators (in cases that may be disputable)
Funding sources for creation of the solution (program, amount, purpose, etc.)	Specify the funding sources that contributed to the creation of the solution.  This is stated for the purposes of potential limitations stemming from the rules set by the relevant providers of support.
Relevant agreements concerning results (identify the designation of relevant agreements, including	Specify a list of contracts that regulated mutual rights to the solution that is the subject of the notification (e.g., partnership contract). Specify how the rights to the solution





implications for determining the contribution to the solution and the content of these agreements)	are addressed in the contract, including agreed-upon share or method of its subsequent determination.
Solution characterisation (solution description, what does the solution concern, potential market application, comparative advantages and qualities)	State a more detailed characterisation of the solution (description of the solution, what does the solution concern, potential market application, comparative advantages and qualities)
Characterisation of the novelty of the solution	Specify a characterisation of the novelty of the solution (one of the conditions for gaining protection)
Characterisation of the industrial exploitability of the solution	Specify a characterisation of the industrial exploitability of the solution (one of the conditions for gaining protection)
Proposed type of protection	State the proposed type of protection, e.g., industrial model, patent and the like. It is possible to specify in succession, e.g. phase 1 industrial model in the Czech Republic and of a European patent, phase 2 patenting in selected countries of the EU





## Application of the results toward the originator / co-originator

(Annex No. 2 of Measures R 274 on the Management of Intangible Assets at the University of South Bohemia in České Budějovice)

<b>Jihočeská univerzita</b> Branišovská 1645/31a 370 05 České Budějovice	Registration number:
	Date of originator's notification:
<b>1. Name of the solution (hereinafter as the "solution"):</b>	
<b>2. Specification of the solution:</b>	
<b>3. Main originator (researcher) of the solution/ Co-originator of the solution:</b>	
First Name, Last Name, Title:	
Position:	Faculty, facility/place of work:
Solution contribution: %	Address (facility/ place of work):
E-mail:	
Phone:	Address (residence):

In accordance with applicable legislation, we exercise our rights to the above-identified solution.

In accordance with the applicable Directive on the Management of Intangible Assets at the University of South Bohemia in České Budějovice, you are entitled to a remuneration in accordance with the applicable Measures on the Management of Intangible Assets at the University of South Bohemia in České Budějovice, which will be paid to you.

In:	Signature of the Rector:
Date:	

I hereby confirm the receipt of the above-mentioned application of the results. I understand its content and I have no objections.

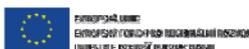
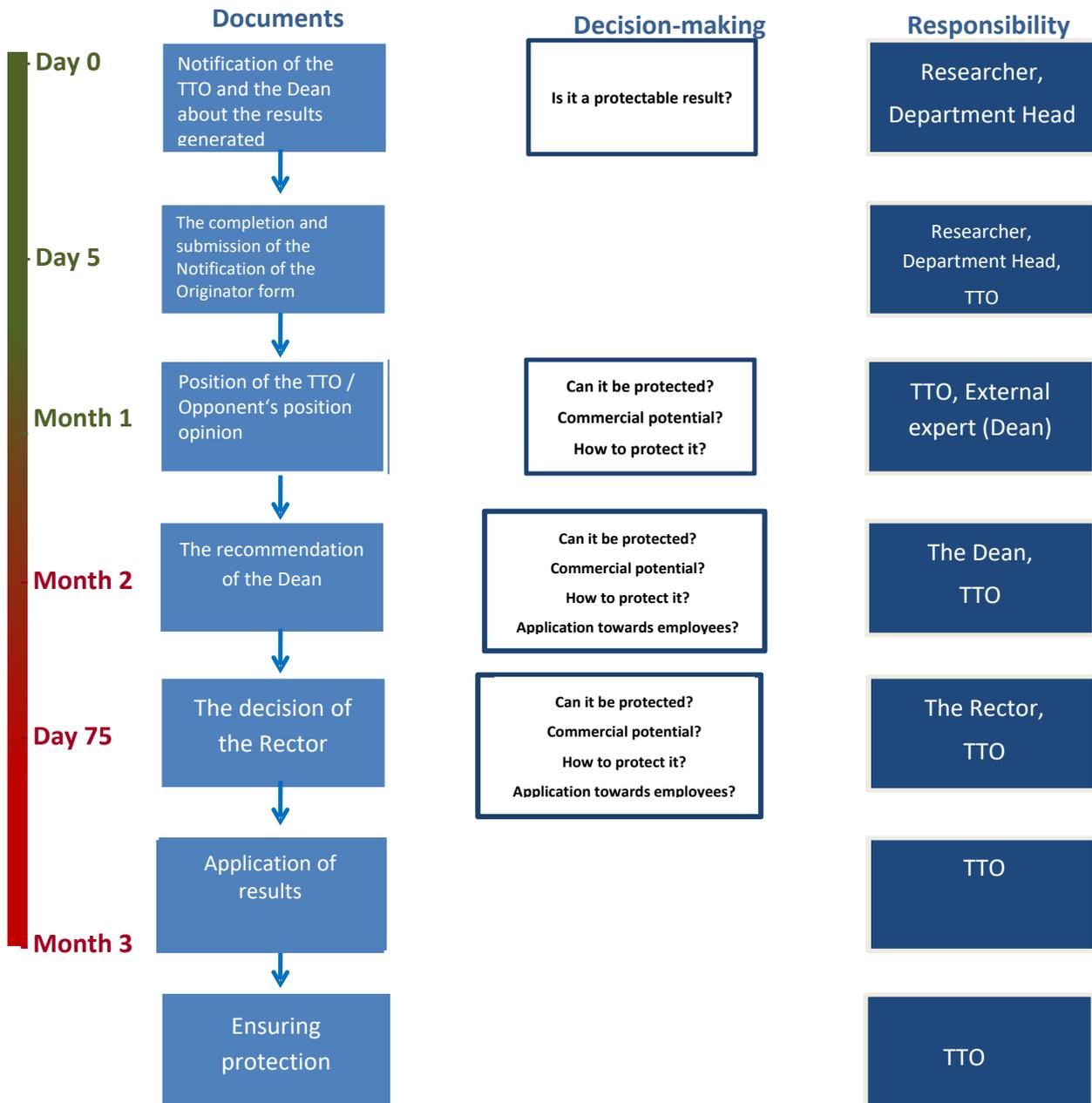
In:	Signature of the main originator/co-originator:
Date:	





## The Schema of industrial legal protection at USB

(Annex No. 3 of Measures R 274 of the Rector on the Management of Intangible Assets at the University of South Bohemia in České Budějovice)





## Sub-project/intent description sheet

(Annex No. 4 of Measures R 274 on the Management of Intangible Assets at the University of South Bohemia in České Budějovice)

<b>Faculty:</b>		<b>Facility/Place of work:</b>			
<b>Responsible executor of the sub-project:</b>					
E-mail:			Phone:		
<b>Name of the sub-project:</b>					
<b>Brief specification:</b>					
<b>Estimate of the beginning of the process (month, year):</b>					
<b>Estimate of the end of the process (month, year):</b>					
<b>Project budget (the amount stated covers the whole process of the sub-project)*</b>					
Personal costs (including rewards):					
Investments (according to the time of use for the sub-project, it is possible to agree on acquiring a more expensive investment beyond the scope of a single project with other sub-intents):					
Services (max. 20% of total costs):					
Costs of intellectual property protection (fees, translations, research, costs of patent attorney...):					
Other operational costs (material, low-value tangible assets, repairs, maintenance of equipment used for the project (in the relation of cost vs the length of the project process), travel expenses):					
Overhead expenses (flat rate – 20% of personal and direct costs in the given year):					
<b>Total:</b>					
<b>Expected output type (tick the output, alternatively, indicate the number of items; when choosing type O, select from options displayed below):</b>					
P - patent	G – prototype, viable sample	Z – semi-operational, proven technology	R – software	F – industrial design, utility model	O – other results**
Further details:					

\*Estimated budget of one sub-project

\*\*Options:

- test series
- material with proven properties
- methodology with proven properties
- concluded licencing agreement
- established start-up company
- established spin-off company
- the number of other concluded contracts related to the transfer of intellectual property in the area of research



<b>Number of researches taking part in the project in question:</b>		
Commentary:		
<b>Project risks:</b>		
Assess the following items, please, on the scale from 0 (none) to 10 (excellent). Use the space for commentary for explanation, clarification and support of your assessment.		
<b>1. Market potential:</b>		
Commentary:	Score:	
<b>2. Commercial maturity:</b>		
Commentary:	Score:	
<b>3. Degree of technological maturity:</b>		
Commentary:	Score:	



<b>4. Industrial property and its protection:</b>	
Commentary:	Score:
<b>5. Social impacts:</b>	
Commentary:	Score:
<b>6. Licencing potential:</b>	
Commentary:	Score:
<b>7. Commercial partner for joint research:</b>	
Commentary:	Score:
<b>OVERALL ASSESSMENT</b>	
Commentary:	Score:



### Notes concerning the completion of the form

Table field	Notes												
Market potential	Estimate the size of the potential market and the impact of the presented solution on this market.												
Commercial maturity ( <i>'time to market'</i> )	<table border="0"> <tr> <td><b>10b.</b>: ≤ 6 months</td> <td><b>4b.</b>: 5-6 years</td> </tr> <tr> <td><b>9b.</b>: 6 months -1 year</td> <td><b>3b.</b>: 6-7 years</td> </tr> <tr> <td><b>8b.</b>: 1 year-2 years</td> <td><b>2b.</b>: 7-8 years</td> </tr> <tr> <td><b>7b.</b>: 2-3 years</td> <td><b>1b.</b>: 8-9 years</td> </tr> <tr> <td><b>6b.</b>: 3-4 years</td> <td><b>0b.</b>: ≥9 years</td> </tr> <tr> <td><b>5b.</b>: 4-5 years</td> <td></td> </tr> </table>	<b>10b.</b> : ≤ 6 months	<b>4b.</b> : 5-6 years	<b>9b.</b> : 6 months -1 year	<b>3b.</b> : 6-7 years	<b>8b.</b> : 1 year-2 years	<b>2b.</b> : 7-8 years	<b>7b.</b> : 2-3 years	<b>1b.</b> : 8-9 years	<b>6b.</b> : 3-4 years	<b>0b.</b> : ≥9 years	<b>5b.</b> : 4-5 years	
<b>10b.</b> : ≤ 6 months	<b>4b.</b> : 5-6 years												
<b>9b.</b> : 6 months -1 year	<b>3b.</b> : 6-7 years												
<b>8b.</b> : 1 year-2 years	<b>2b.</b> : 7-8 years												
<b>7b.</b> : 2-3 years	<b>1b.</b> : 8-9 years												
<b>6b.</b> : 3-4 years	<b>0b.</b> : ≥9 years												
<b>5b.</b> : 4-5 years													
Degree of technological maturity	<table border="0"> <tr> <td><b>10b.</b> Final product with proven practical use</td> <td><b>5b.</b> Validation of individual components in a laboratory environment</td> </tr> <tr> <td><b>9b.</b> Final product and the quantification of its potential</td> <td><b>4b.</b> Analytical and experimental confirmation of the concept</td> </tr> <tr> <td><b>8b.</b> Prototype and its validation in a real-world environment</td> <td><b>3b.</b> Formulated technological concept</td> </tr> <tr> <td><b>7b.</b> Demonstration of a systemic model or a prototype in a relevant environment</td> <td><b>2b.</b> Elementary principles are known and described</td> </tr> <tr> <td><b>6b.</b> Validation of individual components in a relevant environment</td> <td><b>1b.</b> Elementary research is in progress</td> </tr> <tr> <td></td> <td><b>0b.</b>: Phase of an idea, a thought</td> </tr> </table>	<b>10b.</b> Final product with proven practical use	<b>5b.</b> Validation of individual components in a laboratory environment	<b>9b.</b> Final product and the quantification of its potential	<b>4b.</b> Analytical and experimental confirmation of the concept	<b>8b.</b> Prototype and its validation in a real-world environment	<b>3b.</b> Formulated technological concept	<b>7b.</b> Demonstration of a systemic model or a prototype in a relevant environment	<b>2b.</b> Elementary principles are known and described	<b>6b.</b> Validation of individual components in a relevant environment	<b>1b.</b> Elementary research is in progress		<b>0b.</b> : Phase of an idea, a thought
<b>10b.</b> Final product with proven practical use	<b>5b.</b> Validation of individual components in a laboratory environment												
<b>9b.</b> Final product and the quantification of its potential	<b>4b.</b> Analytical and experimental confirmation of the concept												
<b>8b.</b> Prototype and its validation in a real-world environment	<b>3b.</b> Formulated technological concept												
<b>7b.</b> Demonstration of a systemic model or a prototype in a relevant environment	<b>2b.</b> Elementary principles are known and described												
<b>6b.</b> Validation of individual components in a relevant environment	<b>1b.</b> Elementary research is in progress												
	<b>0b.</b> : Phase of an idea, a thought												
Industrial property and its protection	Scores in descending order according to: 1) Patent protection (the Czech Republic, European patent...), utility model (take the difference into account) 2) Patent (or utility model) application submitted, research novelty of the solution performed 3) The solution probably meets the conditions of protection – novelty, inventive activity, it is beyond mere professional skills, industrial exploitability 4) It cannot be presently assessed 5) The solution does not meet the conditions for legal protection												
Social impacts	Identify areas of social impacts of the new solution (medical, environmental, economic..... I), their size and benefits												
Licencing potential	Assess the possibility of placing the solution on the market via a licence (licencing negotiations are in progress, an option contract is signed, a potentially interested party exists. The solution is/is not suitable for licencing, an analysis and market research/result)												
Commercial partner for joint research	Assess the probability of finding a suitable commercial partner for further joint research (negotiations are in progress, a co-operation agreement is signed, a potential interested party exists, the solution is/is not suitable for a joint research, analysis and market research/result)												



## Interim report on the progress of a sub-project

(Annex No. 5 of Measures R 274 on the Management of Intangible Assets at the University of South Bohemia in České Budějovice)

TTO

Registration number:

---

1. Name of the sub-project:

2. Executor responsible:

*First Name, Last name, Titles:*

*Facility/place of work:*

---

3. Granted funding for the year 20..... :

*Total in CZK:*

---

I, hereby, declare that the information provided in the report on the progress of a sub-project attached is true and complete.

Date:

.....  
Signature of the executor responsible

---

4. Statement of the Technology Transfer Office of the USB:

Date:

.....  
Signature of the Director of the TTO



## Interim report on the progress of a sub-project

TTO

Registration number:

---

### I. Project results

(Analysis of the progress of the sub-project and a general summary, achieved outputs)

### II. Justification for the funds drawn (max. 1 page):

### III. Indicate and explain potential changes in relation to the original project budget:

The form named "Overview of funds drawn" is an integral part of this report.  
(Microsoft Office Excel file).



## Final report on the progress of a sub-project

(Annex No. 6 of Measures R 274 on the Management of Intangible Assets at the University of South Bohemia in České Budějovice)

TTO

Registration number:

---

1. Name of the sub-project:

2. Executor responsible:

*First Name, Last name, Titles:*

*Facility/Place of work:*

---

3. Total granted funding:

*Total in CZK:*

---

I, hereby, declare that the information provided in the report on the progress of a sub-project attached is true and complete.

Date:

.....  
Signature of the executor responsible

---

4. Statement of the Technology Transfer Office of the USB:

Date:

.....  
Signature of the Director of the TTO



## Final report on the progress of a sub-project

TTO

Registration number:

---

### I. Project results

### II. Actual total project costs

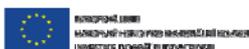
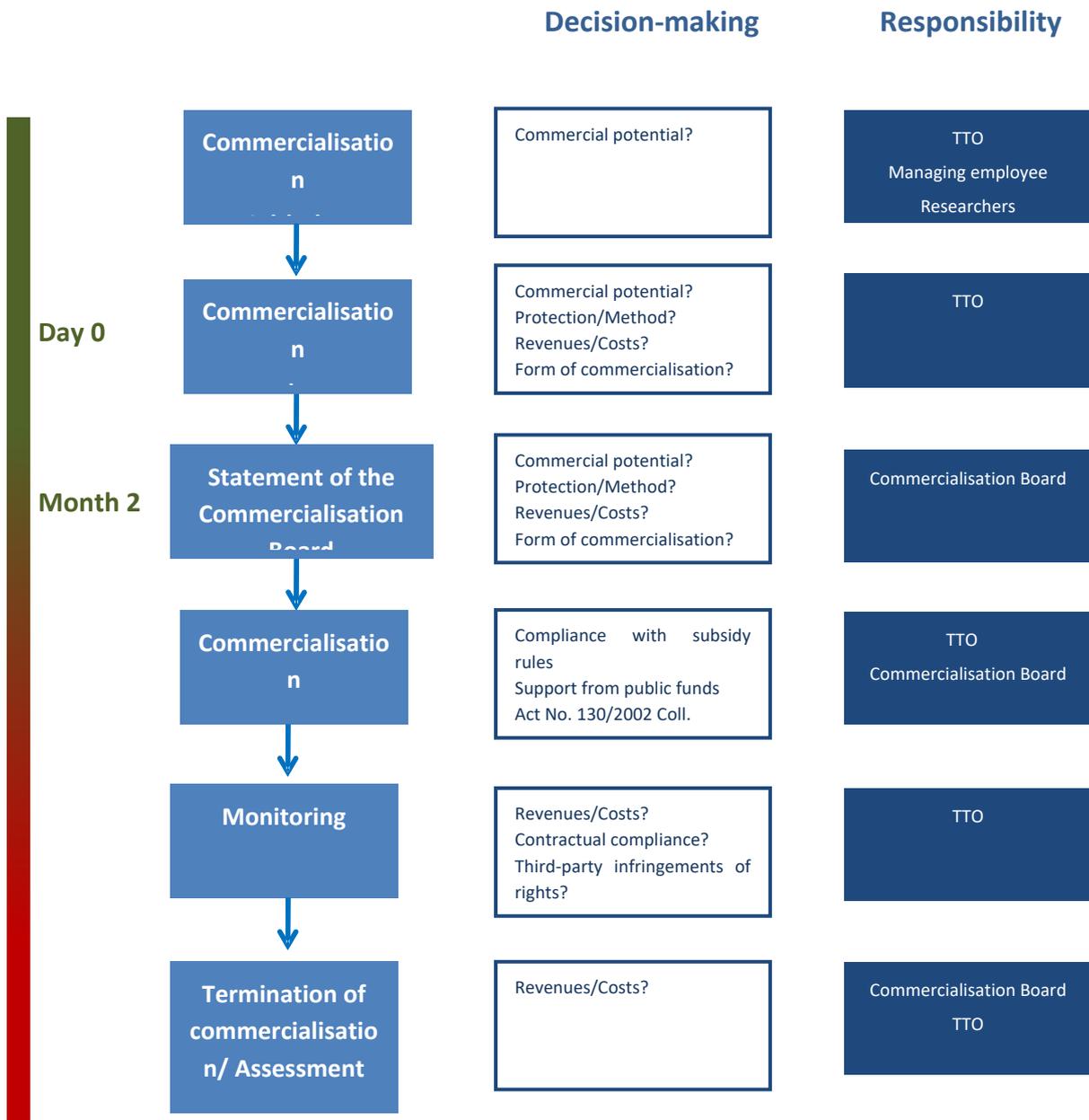
Breakdown	Granted funds in CZK	Actual funds drawn in CZK
1. Personal costs		
2. Investments		
3. Intellectual property protection costs		
4. Overhead costs		
5. Other operational costs		
6. Service costs		
<b>7. Total</b>		

### III. Indicate and explain potential changes in relation to the original project budget:



### Commercialisation of findings schema at the USB

(Annex No. 7 of Measures R 274 on the Management of Intangible Assets at the University of South Bohemia in České Budějovice)



# COLLECTION OF DECISIONS AND ORDINANCES OF THE UNIVERSITY OF SOUTH BOHEMIA IN ČESKÉ BUDĚJOVICE

Number: R 274 – Supplement No. 1

Date: November 21, 2014

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## **Supplement No. 1 of the Rector's Ordinance No. R 274 from February 28, 2014, concerning handling intangible assets at the University of South Bohemia in České Budějovice**

In accordance with section 10 (1) of the Act No. 111/1998 111/1998 Coll., on Higher Education Institutions and on the Modification and on Amendments and Supplements to some other Acts (the Higher Education Act), as amended by later regulations, this supplement shall be issued:

In the Rector's Ordinance No. R 274 from February 28, 2014, concerning handling intangible assets at the University of South Bohemia in České Budějovice, the whole existing text in the article

- 3.3.4 is replaced by this text:

„An employee or a student who will be approached by a third party with the intent of offering cooperation with the USB concerning the provision of a licence to an intangible asset of the USB is required to relay the third party's contact details to the TTO within 5 days and to inform the third party that the negotiation of commercial aspects of the cooperation is within the exclusive purview of the TTO.

- 4.1.2. the word “primacy” is replaced by the word “domain”,

- 5.2.4. in front of the word “TTO”, words “If it is requested by the Faculty, of which the research unit is a constituent part”, are added.

Professor RNDr. Libor Grubhoffer,  
CSc.  
The Rector

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