

**REGULATIONS ON INTELLECTUAL PROPERTY MANAGEMENT AND THE PRINCIPLES
FOR COMMERCIALIZATION OF RESEARCH AND DEVELOPMENT RESULTS
GENERATED AT THE MOSSAKOWSKI MEDICAL RESEARCH INSTITUTE, POLISH
ACADEMY OF SCIENCES (MMRI PAS).**

Preamble

These Regulations have been adopted to ensure the effective management of intellectual property and respect for the rights of creators, including the right to fair remuneration, as well as to enable the transfer of results of research conducted at the Mossakowski Medical Research Institute, Polish Academy of Sciences to the economy, taking into account the provisions of the Act of 30 April 2010 on the Polish Academy of Sciences, Art. 83. 1. (Journal of Laws of 2020, item 1796).

Chapter 1

General Provisions

§ 1

Definitions

1. The terms used in the Regulations shall mean:
 1. **Institute / MMRI PAS** – Mossakowski Medical Research Institute, Polish Academy of Sciences (in Polish: *Instytut Medycyny Doświadczalnej i Klinicznej im. Mirosława Mossakowskiego Polskiej Akademii Nauk*);
 2. **Director** – The Director of MMRI PAS;
 3. **TTO** – The Technology Transfer Office of MMRI PAS (in Polish: *DTT – Dział Transferu Technologii*);
 4. **AFD** – The Accounting and Finance Department of MMRI PAS (in Polish: *DKF – Dział Księgowo-Finansowy*);
 5. **Legal Counsel** – A legal counsel or an entity providing legal services to MMRI PAS;
 6. **Patent Attorney** – A patent attorney cooperating with MMRI PAS (internal or external);
 7. **Creator** – A natural person who created a Result or Intellectual Property; provisions regarding the Creator apply accordingly to co-creators;
 8. **Co-creators** – At least two persons who jointly created a Result; in the absence of a written determination of shares, equal shares are assumed;
 9. **Employee** – A person remaining in an employment relationship with MMRI PAS based on an employment contract or appointment;
 10. **Doctoral Student** – A person preparing a doctoral dissertation at MMRI PAS in an extramural mode or carrying out scientific activity at MMRI PAS within a doctoral school or based on another appropriate mode; if the Doctoral Student is also an Employee, the provisions regarding Employees shall apply;
 11. **Collaborating Person** – A person who is not an Employee, performing scientific, research, development, or service work for or with the participation of MMRI PAS based on a civil law contract, cooperation agreement, scholarship, internship, volunteering, scientific visit, or other legal title;

12. **Organizational Unit** – An organizational cell of MMRI PAS indicated in the organizational regulations of MMRI PAS;
13. **Intellectual Property** – Intangible assets created in connection with scientific, research, development, or service activities carried out at MMRI PAS, in particular:
 - a) Works within the meaning of the Act on Copyright and Related Rights (including scientific works), computer programs, and documentation;
 - b) Inventions, utility models, industrial designs, trademarks, and other objects of industrial property rights within the meaning of the Industrial Property Law;
 - c) Databases protected by copyright or *sui generis* law;
 - d) Know-how, trade secrets, and information of economic value;
 - e) Other results of intellectual work, including those not subject to protection by exclusive rights;
14. **Institute Intellectual Property** – Intellectual Property to which the rights belong to MMRI PAS by operation of law or based on a contract;
15. **Result** – The outcome of scientific research or development work, including a product, method, procedure, biological material, tool, software, database, technical or organizational solution, which can be applied or used, and which constitutes or may constitute Intellectual Property;
16. **Know-how** – Technical, technological, organizational, or other information possessing economic value, not disclosed to the public, and protected by MMRI PAS as confidential, including as a trade secret within the meaning of the Act on Combatting Unfair Competition;
17. **Institute Assistance** – Support from MMRI PAS in financial, technical, organizational, or substantive form, including enabling the use of research infrastructure, materials, data, human resources, or assets of MMRI PAS;
18. **Notification** – The submission of information about a Result to the TTO under the rules specified in the Regulations;
19. **Legal Protection** – Actions aimed at obtaining, maintaining, or enforcing rights to Intellectual Property, in particular exclusive rights under the relevant regulations;
20. **Commercialization** – Making available or disposing of the Institute's Intellectual Property for a fee or free of charge, in particular by:
 - a) Granting a license;
 - b) Transferring rights to another entity, in particular through sale;
21. **Technology Transfer** – The entirety of activities related to the introduction of results of scientific activity into economic and social practice, and commercialization;
22. **Spin-off** – A capital company in which at least one creator and the Institute or other entities are shareholders, established for the commercialization of the Institute's intellectual property;
23. **NDA** – A Non-Disclosure Agreement or an equivalent confidentiality obligation.

Whenever the Regulations refer to generally applicable laws, this shall mean, in particular: the Act of 30 April 2010 on the Polish Academy of Sciences, the Act on Copyright and Related Rights, the Industrial Property Law, the Act on Combatting Unfair Competition, the Act on the Protection of Databases, the Labor Code, and the Civil Code.

§ 2

Substantive Scope

The Regulations specify, in particular:

1. The principles for managing the Institute's Intellectual Property, including the rules for its identification, protection, and use;
2. The rights and obligations of MMRI PAS and Creators regarding Notifications, confidentiality, and cooperation in protection and Commercialization;
3. The procedure for notifying a Result to the TTO and making decisions regarding legal protection and Commercialization;
4. The principles for the Commercialization of the Institute's Intellectual Property;
5. The principles for remunerating Creators and the distribution of benefits from Commercialization;
6. The procedure for transferring rights to the Creator in the event of a decision by MMRI PAS not to pursue Commercialization;
7. The principles for using the assets of MMRI PAS, in particular research infrastructure, used for the Commercialization of scientific research results and development work and the provision of research services;
8. The principles for preventing conflicts of interest in protection and Commercialization processes;
9. The principles for the use of MMRI PAS corporate logos by external entities.
10. The Regulations apply to Intellectual Property created in connection with scientific, research, development, or service activities carried out at MMRI PAS, including with Institute Assistance.
11. In cases where a Result is created:
12. Based on an agreement with a party financing or co-financing scientific research or development work, providing for different rules for disposing of the rights to the Result; or
13. Using financial resources whose rules of granting or use specify a different method of disposing of the rights to the Result, —the provisions of the relevant agreement or financing rules shall apply first, subject to the Notification obligation specified in the Regulations, provided this is not contrary to the given agreement or financing rules.
14. The provisions of the Regulations do not affect the obligations of MMRI PAS resulting from regulations on personal data protection, legally protected secrets, including medical secrecy, and the principles of scientific research ethics.

§ 3

Personal Scope

1. The Regulations apply to Creators who are:
 - a) Employees of MMRI PAS;
 - b) Doctoral Students carrying out scientific activity at MMRI PAS;

- c) Collaborating Persons – to the extent resulting from the contract concluded with MMRI PAS or another legal title, in particular if the scope of their activities includes the generation of Results.

In the case of Collaborating Persons, the condition for applying the rules for the acquisition of rights by MMRI PAS and the principles of remuneration is the inclusion of appropriate contractual provisions, in particular covering:

- a) The transfer of economic rights or the granting of a license to MMRI PAS to the extent necessary to achieve the goals of the project and Commercialization;
- b) The definition of obligations regarding confidentiality and Notification;
- c) The principles for the distribution of Benefits from Commercialization.

If, in a given case, there are no contractual provisions as referred to in section 2, and there is a probability of a Result being created with Institute Assistance, the head of the Organizational Unit and the Creator are obliged to immediately inform the TTO to prepare appropriate arrangements, under the penalty of suspending access to the resources of MMRI PAS to the extent necessary to protect the interests of MMRI PAS.

Chapter 2

Basic Principles, Roles, and Obligations

§ 4

Basic Rights and Obligations of the Creator

1. The Creator is entitled to:
 - a) Support and advice from the TTO regarding legal protection and Commercialization of the Institute's Intellectual Property;
 - b) Obtain information on the progress of activities regarding legal protection and Commercialization of the notified Result, taking into account the confidentiality of negotiations and trade secrets;
 - c) Remuneration from Commercialization under the rules specified in the Regulations;
 - d) Submit an application for the transfer of rights to the Creator in cases specified in the Regulations;
 - e) Exercise moral rights to works to the extent resulting from generally applicable laws.

2. The basic obligations of the Creator include, in particular:
 - a) Notifying the Result to the TTO in accordance with § 8;
 - b) Maintaining the confidentiality of the Result and information related to the Result until a decision is made regarding legal protection and – in the case of a decision to file for protection – until the filing is made or to another extent resulting from the decision of MMRI PAS;
 - c) Cooperating with the TTO, the Patent Attorney, and the Legal Counsel, in particular by preparing and providing required information and documents, and participating in activities

- necessary to obtain and maintain legal protection or Commercialization;
- d) Refraining from actions that could hinder obtaining legal protection, in particular from disclosing the Result without consultation with the TTO;
 - e) Reliably conducting work and documentation in a manner that allows for the proof of authorship and the circumstances of the Result's creation;
 - f) Respecting the rights of third parties and using others' materials, data, and works only to the extent permitted by law or obtained licenses;
 - g) Immediately informing the TTO of any circumstances that may affect the rights to the Result (in particular, the participation of third parties, license restrictions, material transfer agreements, confidentiality agreements, grant obligations);
 - h) Preventing conflicts of interest and performing the information obligations referred to in § 13.
3. In the case of publications, presentations, dissemination, or reporting of results of work carried out at MMRI PAS, the Creator is obliged – unless prohibited by the conditions of financing or agreements – to indicate the affiliation:
- a) In Polish: *"Instytut Medycyny Doświadczalnej i Klinicznej im. Mirosława Mossakowskiego Polskiej Akademii Nauk"*;
 - b) In English: *"Mossakowski Medical Research Institute, Polish Academy of Sciences"*.

§ 5

Role and Tasks of the TTO and AFD, Competencies of the Management

- 1. The TTO serves as the unit responsible for managing the Institute's Intellectual Property and Commercialization at MMRI PAS.
- 2. The tasks of the TTO include, in particular:
 - a) Accepting Notifications, verifying completeness, and maintaining a register of Notifications;
 - b) Preliminary assessment of the potential for legal protection and Commercialization of Results, including identification of legal risks and project obligations;
 - c) Preparing recommendations for the Management regarding: the method of protection (including filing for protection), maintaining confidentiality, Commercialization strategy, and potential waiver of protection/Commercialization;
 - d) Coordinating cooperation with the Patent Attorney and Legal Counsel in the preparation and handling of filings and agreements;
 - e) Carrying out activities aimed at Commercialization, including market analyses, identification of partners, preparation of term sheet proposals, and negotiations in cooperation with a negotiation team appointed by the Director at the request of the TTO – in consultation with the Management;
 - f) Supervising the execution of agreements concerning the Institute's Intellectual Property in substantive and formal terms;
 - g) Information and training activities for Employees, Doctoral Students, and Collaborating Persons.

3. The AFD provides financial and accounting services regarding Commercialization, in particular:
 - a) Recording inflows constituting Benefits from Commercialization;
 - b) Recording and verifying Direct Costs;
 - c) Settling and paying remuneration to Creators in accordance with § 11;
 - d) Support in preparing settlements due to MMRI PAS in the case of Commercialization carried out by the Creator after the transfer of rights, in accordance with § 12 sections 10–13.

4. The Director, after receiving a recommendation from the TTO, makes decisions in particular regarding:
 - a) Choosing the method of legal protection for the Result and financing the protection;
 - b) Commencing or abandoning Commercialization and choosing the mode of Commercialization;
 - c) Approving key terms of agreements regarding the Institute's Intellectual Property;
 - d) Appointing persons authorized to conduct negotiations and sign documents within the limits of granted powers of attorney;
 - e) Resolving disputes arising from the application of the Regulations.

Chapter 3

Rules of Ownership and Confidentiality

§ 6

Economic Rights to Intellectual Property

1. Subject to sections 5–7, the economic rights to Intellectual Property created by an Employee during the performance of duties under the employment relationship belong to MMRI PAS, under the principles resulting from generally applicable laws.
2. In particular, MMRI PAS is entitled to:
 - a) Rights to obtain protection and exclusive rights to industrial property objects created as part of employment duties or with Institute Assistance – to the extent resulting from the Industrial Property Law;
 - b) Economic copyrights to employee works and rights to computer programs – to the extent resulting from the Act on Copyright and Related Rights and contractual arrangements;
 - c) Rights to databases – to the extent resulting from the Act on the Protection of Databases and the Act on Copyright and Related Rights;
 - d) Rights to Know-how, including information constituting an MMRI PAS trade secret, if obtained or developed as part of employment duties or with Institute Assistance.
3. Intellectual Property is considered to be created during the performance of duties within the employment relationship, in particular, when it was created:
 - a) During working hours and in connection with assigned tasks; or
 - b) Using Institute Assistance to a degree significant for the creation of the Result; or
 - c) As part of a project in which MMRI PAS is a party to the financing or implementation agreement.

4. Rights to Intellectual Property created by a Collaborating Person or a Doctoral Student who is not an Employee belong to MMRI PAS only to the extent resulting from the concluded agreement or generally applicable laws.
5. In the case of Results created in co-authorship or co-entitlement with third parties, the Creator is obliged to immediately inform the TTO, and the TTO shall take steps to:
 - a) Determine the legal status of the Result;
 - b) Conclude an agreement regulating co-entitlement, in particular the principles for filing for protection, exercising rights, bearing costs, and the distribution of Benefits from Commercialization.
6. In the case of Results created under agreements with external entities (including entrepreneurs or other financing entities), the rights to the Results and the principles of Commercialization are determined primarily by the relevant agreements. If the agreements do not regulate these issues exhaustively, the Regulations apply, provided this is not contrary to those agreements.
7. The provisions of the Regulations do not limit the right of MMRI PAS to use the Institute's Intellectual Property for the needs of statutory activities, including conducting scientific research, subject to limitations resulting from agreements and the protection of legally protected secrets.

§ 7

Confidentiality, Know-how, and Disclosure Principles

1. The Creator, Employee, Doctoral Student, and Collaborating Person are obliged to maintain the confidentiality of:
 - a) Results until a decision referred to in § 8 section 8 is made, and in the case of a decision on legal protection – at least until the day of filing for protection or other security of MMRI PAS interests;
 - b) Know-how and information constituting an MMRI PAS trade secret – during the period in which they meet the criteria of confidentiality and are protected by MMRI PAS.
2. Disclosure of the Result to third parties (including partners potentially interested in cooperation or Commercialization) may occur only:
 - a) After consultation with the TTO, and
 - b) After ensuring confidentiality protection, in particular by concluding an NDA, unless the TTO deems it unnecessary due to the nature of the information or other circumstances.
3. A Creator planning a publication, conference presentation, preprint sharing, poster submission, or any other form of dissemination of information that may disclose the Result, is obliged to inform the TTO in advance to allow for an assessment of the impact of the disclosure on the possibility of obtaining legal protection, no later than 30 days before the planned disclosure.

4. Until the conclusion of the proceedings regarding the decision on legal protection and Commercialization, the Creator may not disclose the Result in a manner that could destroy or limit legal protection without written consultation with the TTO and a decision by the Director.
5. The confidentiality obligations referred to in sections 1–4 remain in force after the termination of employment or cooperation with MMRI PAS, for a period resulting from generally applicable laws, agreements, and the nature of the protected information.
6. Documentation of research and development work related to the Result, generated with Institute Assistance, should be stored in a manner ensuring its security, integrity, and accessibility for MMRI PAS, in accordance with the internal rules of MMRI PAS.

Chapter 4

Notification, Evaluation, and Protection of Intellectual Property

§ 8

Notification of the Result to the TTO

1. The Creator shall notify the Result to the TTO in writing or electronic form that allows for the recording of the content, using a form provided by the TTO.
2. Notification should be made immediately after obtaining the Result, but no later than within 30 days from the day the Result was obtained to a degree allowing for its description, and before its public disclosure.
3. The Notification should include, in particular:
 - a) Title and description of the Result, indication of the problem, and proposed solution;
 - b) Identification of Creators and Co-creators along with proposed shares;
 - c) Indication of the Organizational Unit and the circumstances of the Result's creation (including with the use of Institute Assistance);
 - d) Information on financing (grants, contracts, programs) and obligations resulting from contracts or financing rules;
 - e) Information on contributions of third parties, license restrictions, materials/data obtained from third parties, and concluded agreements (including NDAs);
 - f) Information on planned or completed disclosures (publications, conferences, preprints, etc., along with dates);
 - g) Preliminary indication of potential applications, market, or interested entities (if known);
 - h) As needed – attachments: research results, drawings, diagrams, source code, documentation, protocols, data.
4. The date of Notification is considered to be the date of receipt by the TTO of a complete Notification signed by all Creators/Co-creators and confirmed in a manner accepted at MMRI PAS.
5. The TTO, within 14 business days from the date of receipt of the Notification:
 - a) Confirms receipt of the Notification; and
 - b) Performs a preliminary verification of completeness; in case of deficiencies, it calls for their completion within the time specified by the TTO.

6. Until the decision referred to in section 8 is made, the Creator is obliged to keep the Result confidential and cooperate with the TTO.
7. The TTO prepares a recommendation regarding legal protection and possible methods of Commercialization and submits it to the Director.
8. The Director makes a decision regarding:
 - a) The justification for applying for legal protection and the scope of that protection;
 - b) Commencing or abandoning Commercialization activities;
 - c) The possible maintenance of the Result as Know-how (without filing for protection);
 - d) Further organizational and financial activities. The decision should be made without undue delay, no later than within 3 months from the date of receipt of a complete Notification, unless applicable agreements or publication deadlines require a faster resolution.

§ 9

Legal Protection and Protection Costs

1. In the case of a decision to seek legal protection, the TTO refers the case to a Patent Attorney to prepare a filing to the appropriate authority, or, in the case of the need for other protective measures, to a Patent Attorney or Legal Counsel.
2. The Creator is obliged to cooperate in the preparation of the filing, in particular by:
 - a) Providing exhaustive information about the Result;
 - b) Participating in working meetings;
 - c) Verifying descriptions and documents;
 - d) Signing required statements and documents.
3. Applying for protection of a Result by an Employee or Doctoral Student through an entity other than MMRI PAS is permissible only based on the written consent of the Director, issued after an opinion from the TTO, provided this is not contrary to laws or agreements.
4. The costs of legal protection (including filing costs, proceedings, maintaining protection, and enforcing claims) are borne by MMRI PAS, provided:
 - a) They are not financed from the project budget or another source provided for in the financing agreement; and
 - b) The Director does not decide otherwise in a justified case.
5. In the case of resignation from maintaining legal protection, the TTO submits a recommendation to the Management along with a justification, taking into account, among others, costs, Commercialization potential, and the interest of MMRI PAS. In such a case, the Director may consider applying the procedure referred to in § 12, as appropriate to the situation.

Chapter 5

Commercialization and Benefit Distribution Rules

§ 10

Principles of Commercialization

1. Notified Institute Intellectual Property may be Commercialized, in particular by:
 - a) Granting a license to use the Intellectual Property;
 - b) Transferring rights to another entity, in particular through sale;
 - c) Creating or joining a spin-off company under the rules specified in the Act of 30 April 2010 on the Polish Academy of Sciences by acquiring shares or stocks:
 - i. With capital, to implement scientific intellectual property;
 - ii. With an in-kind contribution of intangible assets containing intellectual property.
2. The Commercialization referred to in section 1:
 - a) Takes place based on an agreement concluded between MMRI PAS and the entity acquiring the rights or obtaining the license;
 - b) Is conducted by the TTO in cooperation with the Creator and the Organizational Unit where the Result was created.
3. As part of Commercialization, the TTO is entitled in particular to:
 - a) Conducting preliminary talks and negotiations, subject to section 4;
 - b) Preparing draft agreements in cooperation with the Legal Counsel;
 - c) Recommending the conclusion of an agreement to the Director along with a proposal for key terms.
4. Agreements regarding Commercialization and other agreements disposing of the Institute's Intellectual Property are signed by the Director or a person authorized based on a power of attorney, in accordance with the representation rules of MMRI PAS.
5. At every stage of Commercialization, the Creator and other persons possessing information relevant to the Result are obliged to provide the TTO with necessary explanations and documents needed to conclude and execute the agreement.
6. In the course of Commercialization, information whose disclosure could make it impossible to obtain or maintain legal protection or violate legally protected secrets, in particular the MMRI PAS trade secret or third-party secrets, shall not be disclosed.

§ 11

Distribution of Benefits from Commercialization and Remuneration Principles for Creators

1. Benefits from the Commercialization of given Intellectual Property include, in particular, MMRI PAS income obtained from:
 - a) License fees;
 - b) Sale price or other remuneration from the transfer of rights;

- c) Contractual penalties, damages, or other monetary benefits obtained in connection with the violation or exercise of rights to the Institute's Intellectual Property.
2. For the purpose of distributing Benefits from Commercialization, the Net Benefit is established, understood as the Benefits from Commercialization minus the Direct Costs incurred by MMRI PAS, subject to section 3.
 3. The deduction of Direct Costs referred to in section 2 may not reduce the Benefits from Commercialization intended for distribution by more than 25% of the Benefits from Commercialization (deduction limit), unless the Director, in a justified case, decides otherwise with the written consent of the Creators.
 4. The Institute's costs related to commercialization are deducted from benefits from commercialization exceeding the amount of 5,000 PLN (five thousand zlotys) net.
 5. In the case of Commercialization of the Institute's Intellectual Property by MMRI PAS, the Net Benefit is divided in the following proportions:
 - 1) **50%** – collectively for the Creator/Co-creators;
 - 2) **50%** – for MMRI PAS, with the proviso that 15% of the net benefits falling to MMRI PAS are allocated for the needs of the organizational unit or for distribution among MMRI PAS organizational units appropriate due to the place of employment of the Creator(s), proportionally to the percentage shares indicated in the Notification or agreement, and 50% of the part falling to MMRI PAS net benefits is allocated to financing the implementation of TTO tasks.
 6. The remuneration referred to in section 4-5 point 1):
 - a) Is also due after the termination of the employment relationship or cooperation, if the Result was created during employment or cooperation;
 - b) Constitutes the total remuneration for Co-creators and is subject to distribution according to the shares indicated in the Notification or a written agreement between the Co-creators.
 7. If the Co-creators do not specify the shares, equal shares are assumed. Disputes regarding shares are resolved by the Director after seeking an opinion from the TTO, based on available documentation and statements of the parties.
 8. In the event that Intellectual Property is subject to co-entitlement with another entity, the obligations of MMRI PAS regarding the payment of remuneration referred to in section 4-5 point 1 are limited to the amount of Net Benefits from Commercialization falling to MMRI PAS in accordance with the share or the agreement of the co-entitled parties.
 9. Information about the obtained Benefits from Commercialization and the due remuneration is provided to the Creators within a period no longer than 3 months from the date the Benefits from Commercialization are received in the MMRI PAS account, provided this is not prevented by contractual confidentiality or other legally protected secrets.
 10. The payment of remuneration to the Creators takes place within a period no longer than 3 months from the date the Benefits from Commercialization are received in the MMRI PAS account, after establishing the Net Benefit and fulfilling formal-tax and HR-payroll requirements.

Chapter 6

Transfer of Rights to the Creator and Settlements After Transfer

§ 12

Transfer of Economic Rights to the Creator

1. MMRI PAS may transfer economic rights to the Institute's Intellectual Property to a Creator who is an Employee in the event of a decision not to pursue Commercialization of that Intellectual Property.
2. The Creator may, within 14 days from the date of Notification:
 - a) Submit a written statement to the TTO expressing interest in the transfer of economic rights to them;
 - b) In the case of multiple Co-creators – statements must be submitted by all Co-creators.
3. Within 3 months from the date of receipt of the statement referred to in section 2, the Director shall make a decision on Commercialization or on not pursuing Commercialization, after seeking an opinion from the TTO.
4. The Creator is informed in writing of the decision referred to in section 3.
5. In the case of a decision not to pursue Commercialization or after the ineffective expiry of the period referred to in section 3, the Director shall, within 30 days, make an offer to the Creator to conclude an unconditional and paid agreement for the transfer of economic rights.
6. In the case of multiple Co-creators, the transfer of economic rights takes place to all Co-creators collectively. If the offer is not accepted by all Co-creators within the time specified in the offer, the rights remain with MMRI PAS.
7. The agreement referred to in section 5 shall be concluded in writing under the penalty of nullity and shall include at least:
 - a) The scope of transferred rights;
 - b) The transfer of documentation and information necessary to use the Result, including Know-how, to the extent permitted by law and agreements;
 - c) Obligations regarding confidentiality and respect for the rights of third parties;
 - d) Rules for the use of the Result by MMRI PAS for statutory activities, if MMRI PAS reserves such a right.
8. The remuneration due to MMRI PAS for the transfer of economic rights to the Creator may not be higher than 5% of the average monthly salary for work in the national economy in the previous year, announced by the President of the Statistics Poland (GUS), unless generally applicable law provides otherwise.
9. The transfer of rights to the Creator cannot violate the obligations of MMRI PAS resulting from financing agreements, agreements with partners, or legal provisions; in such a case, the Director refuses the transfer of rights, providing the Creator with a justification.
10. The Creator to whom the rights have been transferred is obliged to immediately inform the TTO of the obtained Benefits from the Commercialization of this Intellectual Property and to provide MMRI PAS with information on the amount of income obtained and costs directly related to this Commercialization.

11. MMRI PAS is entitled to 25% of the value of funds obtained by the Creator from Commercialization after the transfer of rights, minus 25% of the Direct Costs directly related to this Commercialization incurred by the Creator, whereby these costs do not include:
 - a) Costs incurred before MMRI PAS made the decision not to pursue Commercialization; and
 - b) The remuneration referred to in section 8.
12. The share referred to in section 11 determines the total share of MMRI PAS in the funds obtained from the Co-creators.
13. The Creator shall transfer the due funds for a given year to MMRI PAS within 3 months after the end of the calendar year in which they were obtained, along with a statement of income and costs, in a form agreed upon with the AFD.

Chapter 7

Use of MMRI PAS Assets for Commercialization and Provision of Research Services

§ 13

General Principles

1. MMRI PAS assets, in particular research infrastructure, apparatus, laboratory rooms, IT resources, materials, and other components of the Institute's assets (hereinafter: Institute Assets) may be used in particular for:
 - a) Implementation of activities related to legal protection and Commercialization of the Institute's Intellectual Property;
 - b) Provision of scientific research services to external entities.
2. The use of Institute Assets referred to in section 1 must not violate the implementation of the statutory tasks of MMRI PAS or obligations resulting from financing agreements, consortium agreements, project regulations, or other obligations of the Institute.
3. In the event of a conflict in the availability of Institute Assets, priority is given to the needs of statutory activities and the implementation of financed projects, unless the Director decides otherwise for important organizational or economic reasons.

§ 14

Procedure for Making Available and Principles of Consent

1. Using Institute Assets for Commercialization or research services requires at least:
 - a) Arrangement with the head of the Organizational Unit or the person responsible for the given infrastructure (infrastructure administrator); and
 - b) Informing the TTO if the use is in connection with a Result, Notification, legal protection, or planned/implemented Commercialization.

2. If the planned use:
 - a) Causes a significant load on the infrastructure, limits access for other users, generates significant costs or risks (including health and safety), or
 - b) Requires an external entity to enter MMRI PAS premises, —prior consent of the Director is required (issued after seeking the opinion of the TTO and the infrastructure administrator).
3. Making Institute Assets available to an external entity occurs exclusively based on an agreement or the written consent of the Director, subject to section 2.

§ 15

Payment and Settlements

1. The use of Institute Assets by external entities is generally for a fee. Free provision is permissible only in cases justified by the interest of MMRI PAS (e.g., non-profit scientific cooperation, project obligations, promotional activities), based on the written consent of the Director.
2. The amount of fees, the method of calculation, and the principles of settlement are determined by the agreement, and in matters not regulated—by the internal rules of MMRI PAS (including price lists for services/infrastructure), considering the need to cover the costs of operation and maintenance of the infrastructure.
3. The AFD conducts financial settlements related to making Institute Assets available and providing research services, in particular by recording inflows and costs, in accordance with MMRI PAS accounting principles.
4. The provisions of § 11 and § 12 (distribution of Benefits from Commercialization) apply only to those inflows that constitute Benefits from Commercialization within the meaning of the Regulations, i.e., resulting from the disposal of the Institute's Intellectual Property or its paid provision (e.g., license), and not solely from payments for routine services or making infrastructure available as such.

Chapter 8

Conflict of Interest and Corporate Logos

§ 14

Conflict of Interest and Information Obligations

1. Decisions and actions regarding legal protection and Commercialization should be taken in a manner that ensures the avoidance of conflicts of interest.
2. Persons participating in the preparation of recommendations, negotiations, evaluation of offers, or decision-making regarding Commercialization are obliged to:
 - a) Disclose to the TTO and the Director circumstances that may give rise to a conflict of interest, in particular personal, financial, or organizational links with a potential licensee, acquirer of rights, or other interested entity;

- b) Refrain from participating in activities covered by a conflict of interest – until resolved by the Director.
3. The Creator is obliged to immediately inform the TTO of:
- a) The intention to establish cooperation with an entity interested in the Result;
 - b) Holding shares, functions, employment, or another legal relationship with an entity that may be a party to a Commercialization agreement;
 - c) Receiving a direct offer from an external entity regarding the Result.
4. The Director may require persons participating in the Commercialization process to submit a written statement on the absence of a conflict of interest or on the disclosure of its sources, to the extent necessary to protect the interest of MMRI PAS.

§ 15

Corporate Logos of MMRI PAS

- 1. The corporate logos of MMRI PAS are considered to be, in particular: the name, the abbreviation of the name, logotypes, visual identity elements, internet domains, and trademarks (registered or filed) identifying MMRI PAS.
- 2. The use of corporate logos of MMRI PAS by an external entity may occur:
 - a) For a fee – based on an agreement; or
 - b) Free of charge – based on the written consent of the Director, subject to sections 3–5.
- 3. The agreement or consent referred to in section 2 shall specify at least:
 - a) The scope, time, territory, and method of using the corporate logos;
 - b) Principles for controlling the correctness of use;
 - c) Conditions for withdrawing consent or terminating the agreement, in particular in the event of damage to the prestige of MMRI PAS, violation of third-party rights, or in case of justified doubts as to the legality of the external entity's activities.
- 4. The use of corporate logos of MMRI PAS must not be misleading as to the nature of the relationship with MMRI PAS, in particular, it must not suggest endorsement, certification, or responsibility of MMRI PAS for a product or service of an external entity, unless it results directly from an agreement.
- 5. Detailed rules for visual identification and the use of logotypes may result from separate internal regulations of MMRI PAS.

Chapter 9

Final Provisions

§ 16

Supervision, Disputes, and Final Provisions

- 1. Supervision over the implementation and application of the Regulations is exercised by the Director.

2. The TTO maintains a register of Notifications and documentation regarding legal protection and Commercialization, in compliance with confidentiality principles and personal data protection regulations.
3. Disputes arising from the application of the Regulations are resolved in the first instance by the Director, after seeking the opinion of the TTO and – if necessary – the Legal Counsel.
4. In matters not regulated by the Regulations, the provisions of the following shall apply in particular:
 - a) The Act of 30 April 2010 on the Polish Academy of Sciences;
 - b) The Act of 4 February 1994 on Copyright and Related Rights;
 - c) The Act of 30 June 2000 – Industrial Property Law;
 - d) The Act of 16 April 1993 on Combatting Unfair Competition;
 - e) The Act of 27 July 2001 on the Protection of Databases;
 - f) The Act of 26 June 1974 – Labor Code;
 - g) The Act of 23 April 1964 – Civil Code.
5. The Regulations enter into force on March 26 2026 and apply to Results obtained from that day, with the proviso that for Results obtained earlier, they apply to the extent that they do not conflict with acquired rights and concluded agreements.
6. On the day the Regulations enter into force, the following shall expire: *Regulations on the use of intellectual work results created at the Mossakowski Medical Research Institute of the Polish Academy of Sciences* of April 1, 2014.

Chairman of Scientific Council MMRI PAS

Director of MMRI PAS

Prof. Małgorzata Skup, PhD

Prof. Leonora Bużańska, PhD, DSc

Attachment:

1. Invention disclosure form