

Code:	SR/33/2025	
Ref. No.:	UTB/25/074408	
Type of document:	INTERNAL	
Category:	RECTOR'S DIRECTIVE	
Title:	<b>Enforcement and Protection of Intellectual Property Rights Arising in Connection with the R&amp;D and Creative Activities of Employees and Students of TBU in Zlín</b>	
Liability:	Tomas Bata University in Zlín	
Issue date:	10 December 2025	Version: 01
Effective from:	1 January 2026	
Issued by:	Prof. Mgr. Milan Adámek, Ph.D., Rector	
Prepared by:	Technology Transfer Centre	
In cooperation with:	Legal Services	
Pages:	15	
Appendices:	6	
Distribution list:	TBU employees, TBU students	
Signature of authorised person:	Prof. Mgr. Milan Adámek, Ph.D. m. p.	

## **PART ONE – GENERAL PROVISIONS**

### **Article 1**

#### **Regulation of intellectual property**

- (1) This Rector's Directive governs a uniform procedure for ensuring the exercise and protection of rights to intangible assets (intellectual property), in particular industrial property rights, as well as copyright, rights to unprotected know-how and trade secrets, rights to pilot plants, validated technologies, prototypes, functional models, certified methodologies, software, or any other results of intellectual activity in the fields of scientific research, industry, art and literature, created at Tomas Bata University in Zlín (hereinafter referred to as "TBU" or the "employer").
- (2) A breach of the employee's obligations set out in this Directive constitutes a breach of work responsibilities, or a serious breach of work responsibilities if the employer's interests are seriously jeopardized or if the employer suffers or is likely to suffer damage as a result of the employee's conduct in breach of this Directive.

### **Article 2**

#### **Basic principles of intellectual property protection at TBU**

- (1) An employee of TBU (hereinafter referred to as the "employee") is obliged to safeguard and protect all intellectual property of the employer – TBU, as well as the rights associated therewith.

- (2) The employee is obliged to refrain from any conduct that is or could be contrary to the legitimate interests of the employer in relation to such intellectual property.
- (3) The employee is obliged to ensure that all intellectual property which is owned by the employer or in respect of which the employer holds a licence, pledge or other right is used solely for the purposes of the employer and in its legitimate interests.
- (4) The protection of the intellectual property of TBU within the meaning of Paragraphs 1 to 3 above shall apply, to an appropriate extent, also to a student of TBU in relation to intellectual property created in the course of study and with the material support of TBU.

## **PART TWO – INDUSTRIAL PROPERTY RIGHTS**

### **Article 3**

#### **Subject matters of industrial property rights**

- (1) Industrial property rights refer to the set of rights to intangible assets that are industrially usable and are the result of R&D and creative activity, i.e. inventions protected by patents (Act No. 527/1990 Coll., on Inventions and Rationalisation Proposals, as amended) or utility models (Act No. 478/1992 Coll., on Utility Models, as amended), a design that can be protected by an industrial design (Act No. 207/2000 Coll., on the Protection of Industrial Designs, as amended), an improvement proposal (Act No. 527/1990 Coll., on Inventions and Rationalisation Proposals, as amended). Industrial property rights also include rights to designations arising from trademarks (Act No. 441/2003 Coll., on Trademarks, as amended) or designations of origin (Act No. 452/2001 Coll., on the Protection of Designations of Origin and Geographical Indications and on Amendments to the Consumer Protection Act, as amended).
- (2) A patent protects an invention, i.e., a solution to a technical problem that is **new, is the result of inventive activity, and is industrially applicable**. The prerequisite for obtaining patent protection in the Czech Republic is the filing of an application with the Industrial Property Office (hereinafter referred to as “IPO”) and the submission of an application for a substantive examination to verify that all the above conditions are met. The result of the examination and granting procedure is a patent certificate/patent file.
- (3) A utility model protects a technical solution that is **new, goes beyond mere professional skill, and is industrially applicable**. The prerequisite for obtaining protection in the Czech Republic is the filing of an application with the IPO and fulfilment of the condition of industrial applicability. The IPO does not examine the fulfilment of the other conditions mentioned in the registration procedure – it applies the so-called registration principle. The result of the registration procedure is a Certificate of Registration of a Utility Model.
- (4) An industrial design protects the appearance of a product, consisting mainly of the lines, contours, colours, structure, or material of the product itself or its ornamentation, which is a design solution, i.e. a visually perceptible feature of the product; the technical or structural essence is not protected. The solution meets the conditions for protection by an industrial design if it is **new, industrially applicable, and has an individual character**. The

prerequisite for obtaining protection in the Czech Republic is the filing of an application with the IPO and an examination of compliance with the above conditions. The result of the proceedings is a Certificate of Registration of an Industrial Design.

- (5) A trademark protects a designation consisting mainly of words, including personal names, colours, drawings, letters, numerals, or the shape of a product or its packaging, or sounds, if it is **capable of distinguishing the goods or services** of one person from those of another person and **can be expressed in the trademark register** in a manner that allows the relevant authorities and the public to clearly and precisely identify the subject matter of protection. The prerequisite for obtaining protection in the Czech Republic is the filing of an application with the IPO and the fulfilment of the above conditions. The result of the proceedings is a Certificate of Trademark Registration.
- (6) The protection of industrial rights **abroad** requires the filing of an application and proceedings with the relevant patent offices under the conditions laid down by the relevant legal system.
- (7) If an application for industrial rights abroad is filed on the basis of an application filed in the Czech Republic – a so-called **priority application** – the rules set out in the **methodology** for evaluating research organizations, as amended, apply to the protection document obtained with regard to its applicability in **reporting results**.

#### **Article 4** **Information obligation concerning subject matters of industrial property**

- (1) If an employee of TBU (hereinafter referred to as the “Inventor/Creator”) creates, in the performance of tasks arising from an employment relationship or another similar labour-law relationship with TBU, a solution that could be subject to industrial property rights, in particular in the form of a protectable invention, utility model, or industrial design, the employee is obliged to immediately, i.e. no later than 30 calendar days from the date of creation of the solution, notify TBU (immediate superior) of this fact and submit to the Technology Transfer Centre (hereinafter referred to as “TTC”) the documents necessary for the assessment of this solution (hereinafter also referred to as “information obligation”). Failure to comply with this information obligation constitutes a breach of work discipline and shall be dealt with in accordance with the applicable labour-law regulations of TBU.
- (2) The Inventor/Creator shall fulfil their information obligation by submitting to the TTC a completed form signed by the responsible persons, entitled Documents for the Assessment of Industrial Property – see Appendix No. 2 to this Directive (hereinafter referred to as the “Documents”). The Documents serve to notify the creation of industrial property rights, to negotiate the exercise of TBU’s rights to this subject matter, to provide factual and formal data for filing an application with the IPO or a similar authority abroad, and to subsequently register the subject matter of the rights in TBU’s property. An essential part of the Documents is an Offer of Industrial Property (hereinafter referred to as the “Offer”), which, in addition to a factual description of the subject matter of the rights (appendix), contains information about the Inventor/Creator, co-inventors, information about the costs of industrial legal protection and remuneration of the Inventors/Creators, including the source of financing. Where funding is provided from multiple sources, all financial sources must be listed and their respective shares of the costs specified. An integral part of the Documents is also a prepared Assessment

of Benefits from the Commercialisation of Industrial Property in the Czech Republic and abroad, as well as the quantified Costs of Industrial Property, which include not only the costs of protection but also the costs of creating the industrial property rights. In the case where the Inventors/Creators are students, the Documents also include a completed Agreement on the Assignment/Transfer of Rights to a Patent/Utility Model. A template of the Documents containing the above-described parts is provided in Appendix No. 2 to this Directive.

- (3) When solving scientific research, development, and other tasks with another organisation, it is necessary to contractually agree in advance and determine which of the contracting parties will have the right to any industrial property created. If both parties agree on co-ownership, it is necessary to contractually determine in advance the co-ownership share of each party and to state this co-ownership percentage in the Offer.
- (4) Draft contracts with other organisations pursuant to Paragraph 3 of this Article, as well as draft contracts relating to TBU intellectual property, in particular licence agreements, know-how agreements, industrial property rights transfer agreements, agreements on the use of project results, or other agreements in the field of technology transfer, must be submitted to the TTC for preliminary review.
- (5) Industrial property created in cooperation between TBU and another organisation is also subject to the provisions of Paragraph 2 of this Article on the information obligation of TBU employees, i.e., the obligation to submit to the TTC the Documents with the Offer of industrial property, stating all the facts according to Paragraphs 2 and 3 of this Article. The information obligation also applies to solutions for which the preparation and filing of an application for industrial property is ensured by the cooperating organisation with regard to the performance of scientific research, development, and other tasks pursuant to Paragraph 3 of this Article. The employee shall also include in the Offer all facts relevant to the amount of the co-ownership share of the contracting parties, in particular information about co-inventors from other organisations and their shares in the creation of the industrial property subject matter.

## **Article 5**

### **Proceedings concerning offers of industrial property rights**

- (1) The TTC keeps a Register of Industrial Property Offers (hereinafter referred to as the “Register”). Offers of industrial property rights pursuant to Article 4 are entered into the Register under serial numbers for the current year. If an offer of industrial property rights meets all the requirements specified in Article 4 Paragraph 2, a TTC employee is obliged to enter the received Offer into the Register without delay after its receipt. If an incomplete Offer is delivered, the Inventor/Creator will be asked to complete it.
- (2) Based on the Offer, a TTC employee shall assess the substantive eligibility of the subject matter of the Offer for industrial legal protection within 30 calendar days of receiving the complete Offer.
- (3) If the Offer meets the conditions for filing an application for industrial property rights protection, the TTC employee shall forward the Offer and the assessment of the eligibility of the solution for industrial legal protection to the Rector of TBU or a person authorised by him.

- (4) The Rector of TBU or a person authorised by him, in collaboration with the Inventor/Creator(s)' constituent part, shall assess the extent to which the Inventor/Creator(s) may have exceeded their work tasks and duties. The Rector of TBU is authorised to request additional information from the Inventor/Creator(s) necessary for assessing the economic benefits of the potential use of the offered solution. The Rector of TBU or a person authorised by him will decide within 14 calendar days whether TBU will exercise its right to the relevant subject matter of industrial property by filing an application with the Industrial Property Office of the Czech Republic or by keeping it confidential. The Rector of TBU or a person authorised by him, in cooperation with the Inventor/Creator(s)' constituent part, will then decide whether to file an application for industrial property rights abroad, no later than within 9 months from the filing date of the national application for patents and utility models, and within 3 months for industrial design applications.
- (5) The Rector of TBU, or a person authorised by the Rector, shall notify the relevant employee of the TTC of his/her decision. That employee shall inform the Inventor/Creator of this decision concerning the industrial property of TBU without undue delay, and no later than 3 working days thereafter. The adoption of the decision of the Rector of TBU or the person authorised by the Rector shall at the same time constitute an instruction to the TTC employee to ensure the filing of an application for industrial property protection.
- (6) If TBU exercises its right to the industrial property, a document entitled Agreement on the Exercise of Rights to Industrial Property Subject Matter and Agreement on Remuneration for the Exercise of Rights to Industrial Property Subject Matter shall be concluded with the Inventor/Creator. On behalf of TBU, the agreement with the Inventor/Creator shall be entered into by the Rector of TBU or a person authorised by the Rector. The right to authorship shall not be affected thereby. The preparation of the document and the negotiations related to its execution shall be ensured by the TTC in cooperation with the Inventor/Creator's cost centre. A template of the Agreement on the Exercise of Rights to Industrial Property Subject Matter and Agreement on Remuneration for the Exercise of Rights to Industrial Property Subject Matter is set out in Appendix No. 3 to this Directive.
- (7) If TBU does not exercise its right to the industrial property within a period of 90 calendar days from the fulfilment of the Inventor/Creator's information obligation pursuant to Article 4, such right shall revert to the Inventor/Creator.
- (8) During the proceedings relating to the Offer, both the employer and the Inventor/Creator shall be obliged to maintain confidentiality towards third parties regarding the industrial property that is the subject matter of these proceedings. The employer shall be obliged to maintain confidentiality with respect to an invention, utility model or industrial design for a further period of 30 calendar days from the date on which the right to the invention or industrial design reverted to the Inventor/Creator pursuant to Paragraph 7 of this Article.  
Where the industrial property is in any way related to the trade secret of TBU, the expiry of the above period shall not affect the obligation of employees of TBU to continue to safeguard the confidentiality of such trade secret of TBU in accordance with the provisions of Article 11 of this Directive.
- (9) All bodies of TBU, as well as all employees of TBU involved in the assessment of the Offer, shall be bound by an obligation of confidentiality with respect to the facts forming the content

of the Offer.

## **Article 6**

### **Right and obligations of the Inventor/Creator**

- (1) Where TBU exercises its right to industrial property (Article 5, Paragraphs 4 to 6) created by the Inventor/Creator in the course of an employment relationship, another similar relationship, or with the material support of TBU, the Inventor/Creator shall be entitled to reasonable remuneration. The amount of the remuneration, the method of payment and the payment deadline are set out in Article 7 of this Directive.
- (2) The Inventor/Creator shall be obliged to:
  - a) without undue delay, and no later than 30 calendar days from the date on which the relevant solution was created, notify their immediate superior and ensure the subsequent notification of the Secretary and the Dean of the Faculty, or the Director of the relevant component part of TBU; in cooperation with them, prepare and submit to the TTC the Documents for the Assessment of Industrial Property together with the Offer, prepared in accordance with Article 4 Paragraph 2 of this Directive, thereby fulfilling the information obligation pursuant to Article 4 Paragraphs 1 and 2 of this Directive;
  - b) cooperate effectively with the TTC in the preparation of the description of the industrial property, in particular for the purposes of filing an application for protection;
  - c) in the case of industrial property created in cooperation between TBU and another organisation pursuant to Paragraphs 3 to 5 of Article 4 of this Directive, inform the contractual partner of the established system for filing industrial property for protection through the TTC, which also applies to cases of joint applications for industrial property with another organisation;
  - d) maintain confidentiality with respect to information relating to the industrial property of which they are the Inventor/Creator;
  - e) from the moment of submission of the Documents for the Assessment of Industrial Property until the filing of the application with the Industrial Property Office (or until receipt of notification that TBU has not exercised its right, but in any event no later than the expiry of the period pursuant to Article 5 Paragraph 7 of this Directive) submit to the TTC for assessment, prior to their disclosure, all manuscripts of publications, reports, lecture abstracts and other communications (whether in written or electronic form) of which he/she is the author or co-author and which relate to the relevant industrial property. Disclosure, as well as any other form of making such materials available to persons outside TBU, shall be permitted only with the consent of the TTC. The decision to grant or refuse consent shall be taken by the relevant TTC employee and communicated to the Inventor/Creator within 14 calendar days from the date on which the materials were submitted for assessment;
  - f) inform TBU about possible specific uses of the industrial property;
  - g) provide all necessary cooperation in the preparation for the exploitation of the industrial property so that it may be used properly and effectively.

## **Article 7**

### **Remuneration of Inventors/Creators of industrial property**

- (1) An Inventor/Creator who, in the course of performing their work duties arising from an employment relationship or another similar relationship with TBU, creates an item of

industrial property in respect of which TBU has exercised its right, shall be entitled to appropriate remuneration. For the creation of an item of industrial property, the Inventor/Creator(s) shall be entitled, pursuant to the legislation referred to in Article 3 Paragraph 1, to a one-off remuneration in the recommended amount of up to CZK 5,000. The remuneration shall be paid to the Inventor/Creator(s) from the sources specified in the Offer. The payment of the remuneration shall be approved by the Rector; its specific amount and due date shall be set out in the document Agreement on the Exercise of Rights to Industrial Property Subject Matter and Agreement on Remuneration for the Exercise of Rights to Industrial Property Subject Matter.

- (2) All costs associated with exercising industrial property rights vis-à-vis TBU employees, including maintenance fees, shall be borne by TBU. In the case of co-ownership, TBU shall bear the cost of the relevant percentage share of the maintenance fees, unless agreed otherwise.
- (3) If TBU concludes a licence agreement whose subject matter is the granting of consent to use industrial property rights created in accordance with Article 4 Paragraph 1, then the licence fees obtained on the basis of such an agreement shall be distributed in the manner specified in the Rector's Directive on the Internal Fund for the Support of Innovation Activities. Funds obtained through other uses of TBU industrial property (e.g., transfer of a patent or other industrial right, proceeds in the form of distributed profits of a spin-off company, etc.) shall be distributed in a similar manner.
- (4) Payment shall always be made within 30 calendar days of receipt of payment from the licensee.
- (5) The Legal Services shall keep records of concluded licence agreements and other agreements in the field of intellectual property of TBU. The TTC shall ensure compliance with the obligation to register the concluded licence agreement in the register of the Industrial Property Office or an office with similar competence abroad.
- (6) When transferring the rights of the owner of industrial property to another entity, the TBU is responsible for paying the remuneration to the Inventor/Creator.
- (7) The immediate superior decides on the extension of the validity of industrial rights based on the recommendation of the Inventor/Creator(s) of the solution.

### **PART THREE – RIGHTS TO UNPROTECTED INTERNALLY RECORDED KNOW-HOW**

#### **Article 8**

##### **Subject matter of rights to unprotected know-how and procedures relating thereto**

- (1) Unprotected internally recorded know-how at TBU refers to:
  - a) A pilot plant validating the original results of research and development carried out by the creator (employee, student) or by a team of which the creator was a member. This includes testing and verification operations serving to validate properties, functionality, failure rates and other monitored parameters prior to commissioning (e.g. of a technology or system) for maximum or planned performance. An essential prerequisite is the novelty and uniqueness of the verified design, encompassing both the entire production process

(technology) and the machinery and equipment used. Existing or already operational facilities in which only partial technological or system components, including control elements, are replaced, expanded or improved shall not be regarded as a pilot plant.

- b) A verified technology equivalent to pilot plant, with the difference that innovation is applied solely to the manufacturing process (technology). A prerequisite is the testing (verification) of the technology, substantiated by a verification report, followed by its subsequent application in production. This term may, for example, refer to a result that is the subject matter of a contract for the application of the result concluded between the creator of the result (the beneficiary or another participant) and the user of the result.
  - c) A prototype that implements original results of research and development carried out by the creator or by a team of which the creator was a member. It is a more complex industrial product manufactured as a single piece for the purpose of verifying design properties in practice or in a testing facility prior to the introduction of serial or mass production. Only a product whose development was the objective of an applied research, experimental development and innovation project, or other applied R&D&I activities, may be regarded as such a result.
  - d) A functional sample, which is similar to a prototype, with the difference that serial or mass production does not directly follow the development or manufacture of the functional sample. This may include, for example, the design, development and subsequent production of a unique device or laboratory equipment. However, only a product or device whose development was the objective of an applied research, experimental development and innovation project, or other applied R&D&I activities, may be regarded as such a result.
  - e) A certified methodology that implements original results of research and development carried out by the creator or by a team of which the creator was a member. This is a result where the creator prepares a methodology (with novelty of procedures as a necessary condition) that has been approved by the relevant public authority and recommended for practical use.
  - f) Software that implements original results of research and development carried out by the creator or by a team of which the creator was a member. This refers to software that was demonstrably created in connection with a research activity and its creator(s) are person(s) involved, on the part of the beneficiary (or another participant), in the implementation of the research activity, and which may be freely used in accordance with the creator's licence terms and with § 16 of Act No. 121/2000 Coll. (the Copyright Act), as amended. This does not include software created by the beneficiary solely for its own internal use and used exclusively by the beneficiary or another participant, or software intended exclusively for the needs of the provider (i.e. where its development is not required by legal regulations).
  - g) Other results related to the R&D activities of TBU.
- (2) If an employee of TBU, in the performance of tasks arising from their employment or another similar labour-law relationship with TBU, creates a solution that meets the criteria of any of the above clauses a) to g), they shall notify TBU (their immediate superior) of this fact no later



than 30 calendar days from the date on which the solution was created and shall submit to the Technology Transfer Centre (hereinafter referred to as the “TTC”) the documentation required for the internal registration of such solution (hereinafter also referred to as the “information obligation relating to unprotected know-how”).

In order to fulfil the information obligation relating to unprotected know-how, the creator shall complete the Research and Development Results Record Form (see Appendix No. 4) and submit it to the TTC for the purpose of registration and further internal processing at TBU. Further relations concerning unprotected know-how pursuant to clauses a) to g) above shall be governed by the provisions of Article 2 of this Directive. Failure to comply with the information obligation relating to unprotected know-how shall constitute a breach of work discipline and shall be dealt with in accordance with the applicable labour-law regulations at TBU.

- (3) Unprotected know-how pursuant to Paragraph 1 of this Article shall form part of the trade secret of TBU, as defined in Article 11 of this Directive.

## **PART FOUR – COPYRIGHT**

### **Article 9**

#### **Subject matter of copyright**

- (1) The subject matter of copyright (Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright and on Amendments to Certain Acts, as amended) consists in particular in the protection of literary, artistic, scientific and other works which are the unique result of the creator’s R&D and creative activity and are expressed in any objectively perceptible form, including electronic form. The subject matter of copyright also includes a computer program, provided that it is original in the sense that it is the creator’s own intellectual creation. Further details are laid down in the relevant legal regulations.

### **Article 10**

#### **Employee and school works**

- (1) An employee’s copyrighted work is a work created by the author in the performance of their duties arising from an employment or service relationship with their employer. In accordance with the Copyright Act, the employer shall exercise the property rights to an employee’s copyrighted work in its own name and on its own account. The employer may assign the right of exercise under this paragraph to a third party only with the consent of the author.
- (2) If the salary or other remuneration paid to the author is clearly disproportionate to the profit from the use of the rights to the employee’s work and the significance of such work for achieving that profit, the author shall be entitled to reasonable additional remuneration. The author’s entitlement to additional remuneration and the amount thereof shall be determined by the Rector on the basis of a technical and economic assessment. Where the right to use the copyrighted work is assigned to a third party, the additional remuneration shall be dealt with in the same way as the share of licence fees pursuant to Article 7 Paragraph 3.
- (3) A school work is a work created by a student in fulfilment of academic or study-related requirements arising from their legal relationship with TBU. Pursuant to the Copyright Act,

TBU shall have the right to conclude a licence agreement for the use of a school work. The student, as the author of a school work, shall be obliged to notify TBU (the relevant Faculty) without undue delay of any intention or possibility of the economic use of the copyrighted work by a third party and shall provide the Faculty and TTC with the necessary cooperation. A template Notification of Intention to Commercialise a School Work is set out in Appendix No. 5 to this Directive. Unless otherwise agreed, the author of a school work may use the work or grant a licence to another party only if such use is not contrary to the legitimate interests of TBU. In such a case, TBU shall be entitled to require the author of the school work to make a reasonable contribution, from the income obtained in connection with the use of the work or the granting of a licence, towards the reimbursement of the costs incurred by TBU in the creation of the work, up to their actual amount, depending on the circumstances; taking into account the amount of income earned by TBU from the use of the school work on the basis of the above-mentioned licence agreement. The Rector shall decide on the TBU's claim for reimbursement of costs and on the amount thereof on the basis of a technical and economic assessment.

- (4) A commissioned work is a work created under a contract for work. A work created in this manner may be used by the client solely for the purpose specified in the contract; any other use shall be permitted only on the basis of a licence agreement. The creator of a commissioned work may grant a licence to another entity only if this is not contrary to the legitimate interests of the client. This provision shall not apply to computer programs and databases created on commission, which are subject to a special regime pursuant to § 58 Paragraph 7 of Act No. 121/2000 Coll. (the Copyright Act), as amended.

## **PART FIVE – TRADE SECRETS**

### **Article 11**

#### **Subject matter of trade secrets**

- (1) In accordance with the provision of § 504 of Act No. 89/2012 Coll., the Civil Code, as amended, the trade secrets of TBU shall be deemed to include competitively significant, identifiable and assessable facts that are not commonly accessible in the relevant business circles, that relate to TBU, and in respect of which TBU ensures their confidentiality in an appropriate manner and in its legitimate interest.
- (2) The trade secrets of TBU shall include in particular the following information: know-how, which may be characterised as a set of organisational, managerial, economic, business, marketing, scientific, research, and other knowledge and experience; further, information of a developmental, manufacturing, technical or commercial nature relating to TBU or its organisational unit, such as research, development or technical development projects, with the exception of those research, development or technical development projects that are financed from public funds; business plans, commercial or production plans, commercial or advertising strategies or other plans; pricing principles, including price calculations and budgeting; principles of licensing policy in matters of industrial property rights or other intellectual property rights, as well as other contractual policy principles; principles of security policy for the protection of property and persons, as well as personal data; applications for industrial property rights, including attachments and other related documentation, prior to their filing with the Industrial Property Office or an authority with equivalent competence abroad.

- (3) The results of research, development or technical development projects financed from public funds shall form part of the trade secrets of TBU in particular where they are or may become the subject matter of industrial property rights and where TBU has decided on their protection, and this shall apply until the relevant application for an industrial property right has been filed with the Industrial Property Office or an authority with equivalent competence abroad.
- (4) Rights to the results of intellectual activity that may be characterised as industrial property rights and that arise within research, development or technical development projects financed from public funds shall be governed by the applicable version of the Act on Research, Development, Innovation and Knowledge Transfer, or by the agreement concluded between TBU and the provider of the financial resources.

## **Article 12**

### **Obligations of TBU in relation to trade secrets**

- (1) In accordance with the provision of § 4 of Decree No. 82/2018 Coll., on Cyber Security (hereinafter referred to as the “Decree on Cyber Security” or “DoCS”), as amended, the trade secret of TBU is classified as an asset with a high level of confidentiality, i.e. it is not publicly accessible and its protection is required by legal regulations, internal rules and regulations of TBU, or by contractual arrangements. Measures ensuring access management and access logging are used to protect the confidentiality of the trade secret. The primary objective is to ensure that information is accessible only to those who strictly need it and that its dissemination outside a trusted environment is limited. Any transmission of trade secrets via a communication network is protected using cryptographic means. The disposal/deletion of trade secrets is carried out in accordance with Annex No. 4 to the DoCS. Trade secrets must not be publicly accessible and may be disclosed only to those employees of TBU who need to know them for the performance of their work. Trade secrets may be shared with selected partners or entities if this is necessary for the implementation of appropriate measures to protect them. All scientific results shall be published in accordance with the principles of open science, provided that this does not compromise intellectual property rights or data security.

## **Article 13**

### **Employees’ obligations in relation to trade secrets**

- (1) An employee may handle trade secrets only to the extent necessary for the performance of their work tasks or position in relation to the employer. Any person who may handle the trade secrets of TBU is required to sign a Declaration on Information Protection set out in Appendix No. 1 to this Directive.
- (2) An employee who has come into contact with a trade secret of TBU, regardless of the reason for such contact, is obliged to take all necessary measures that may be fairly and reasonably required of them to keep this trade secret confidential from unauthorised persons, including any unauthorised fellow employee.
- (3) Any action that may jeopardize trade secrets is prohibited. Such actions include, in particular:
  - a) recording trade secrets in an unprotected form on any information carrier accessible to other persons,
  - b) leaving an unauthorised person (see Paragraph 5 of this Article) alone on the employer’s

- premises where access to trade secrets is possible,
  - c) leaving an item that contains, records, or expresses trade secrets at the workplace without proper supervision or security,
  - d) working with trade secrets outside the designated workplace, unless the employer orders otherwise,
  - e) leaving a carrier that contains trade secrets or an item that contains or represents trade secrets unattended in premises accessible to the public.
- (4) It is prohibited to copy or reproduce in any manner any items containing information constituting the employer's trade secrets. This provision does not apply to the employer's statutory body or to employees authorised by the employer, and only to the extent strictly necessary for the performance of their duties or employment and subject to the exercise of all due care.
- (5) An employee may be released from the obligation to protect the trade secrets of TBU only by the statutory body of TBU or pursuant to law; in such a case, the employee is obliged to inform the statutory body of TBU without undue delay.
- (6) The duty of confidentiality within the meaning of Paragraphs 1 and 2 of this Article also includes a prohibition of disclosure of trade secrets as part of a published or intended-to-be-published scientific or artistic work of which the employee of TBU is the creator or co-creator, regardless of whether it is an employee work.
- (7) The protection of the trade secrets of TBU under this Article applies regardless of whether the relevant information is marked with the words "trade secret" or any similar designation. However, information that constitutes a trade secret and whose nature cannot be inferred from the circumstances or from its inherent characteristics must be clearly identified as such. Such identification must be affixed to all media containing trade secrets, as well as to messages and software or data files transmitted electronically.

#### **Article 14**

##### **Employees' obligations upon termination of the employment relationship**

- (1) The termination of an employee's employment relationship with the employer does not constitute grounds for the termination of the employer's rights to its trade secrets.
- (2) An employee whose employment relationship with TBU is coming to an end is obliged, sufficiently in advance of the termination of employment, to return to the employer all documents, items, data carriers and other information relating to the employer's intellectual property.
- (3) The immediate superior of an employee whose employment relationship with TBU is coming to an end is obliged, sufficiently in advance of the termination of employment, to identify the employer's trade secrets that are or may be known to the departing employee. A written record of this shall be drawn up and signed also by the departing employee. This record shall be stored by the Human Resources Office of TBU in the departing employee's personnel file.
- (4) The departing employee shall also sign an acknowledgement confirming that the legal protection of the employer's trade secrets is not affected by the termination of the employment

relationship. This acknowledgement shall be signed by the departing employee together with the exit clearance form at the Human Resources Office of TBU, where it shall also be filed in the departing employee's personnel file. The acknowledgement forms Appendix No. 6 to this Directive.

## **PART SIX – COMMON, TRANSITIONAL AND FINAL PROVISIONS**

### **Article 15 Accounting records**

- (1) For accounting purposes, intellectual property is classified as an intangible asset.
- (2) Long-term intangible assets created through own activities and intended for commercialisation, or acquired from third parties, with a useful life exceeding one year and an acquisition cost exceeding the threshold for classification as long-term intangible assets, shall be financed from investment resources.
- (3) Where the acquisition cost of an intangible asset intended for commercialisation or acquired from third parties is lower than the threshold for classification as a long-term intangible asset, and its useful life exceeds one year, such asset shall be regarded as a minor intangible asset, expensed and financed from operating resources. Such assets shall be recorded in the off-balance sheet and shall be subject to inventory. They shall be recorded in the off-balance sheet on the basis of an Asset Registration Protocol.
- (4) Intangible assets created through own activities not intended for commercialisation but for the needs of TBU shall be financed from operating resources. If it is subsequently decided that such assets are to be intended for commercialisation and their valuation exceeds the threshold for classification as fixed assets, they shall be capitalised as investment assets at the level of their own costs.

### **Article 16 Rules for the use of the intellectual property of TBU**

- (1) The creation of intellectual property rights of TBU and their subsequent use are regulated in accordance with the current wording of the Act on Research, Development, Innovation and Knowledge Transfer and the Framework for State Aid for Research, Development and Innovation.
- (2) All scientific results shall be published in accordance with the principles of open science, provided that this does not jeopardise intellectual property rights or the security of information that is subject to trade secrets. The use of the intellectual property of TBU refers to, in addition to non-commercial use, the transfer and commercialisation of the results of the scientific and research activities of TBU. The economic result of commercialisation shall primarily consist of revenues from one-off licence fees and annual licence royalties obtained from licence agreements concluded in respect of the intellectual property rights of TBU (for example, percentages of sales). Further use of the intellectual property of TBU shall include, for example, the use of literary, musical, visual and other copyrighted works, the transfer of a patent or other industrial property right, income in the form of distributed profits of a spin-

off company, the sale of web applications and other software, the sale of know-how, etc., with the exception of qualification and semester theses, which fall within the core (educational) activities of the FMC, including the economic results of such activities.

- (3) Revenues obtained from the commercialisation of the intellectual property of TBU shall be recorded in the Internal Fund for the Support of Innovation Activities. The Internal Fund for the Support of Innovation Activities serves, inter alia, to ensure verifiable records of the use of revenues from the commercialisation of the results of TBU.
- (4) Matters relating to the utilisation of TBU intellectual property referred to in Paragraph 2 of this Article are further regulated by related internal regulations, in particular the Rector's Directive – Internal Fund for the Support of Innovation Activities.

### **Article 17** **Transitional and final provisions**

- (1) This Directive replaces Rector's Directive No. SR/9/2024.

#### **List of Appendices to the Directive:**

##### **PART ONE – GENERAL PROVISIONS:**

Appendix No. 1 – “Declaration on Information Protection” (Template)

##### **PART TWO – INDUSTRIAL PROPERTY RIGHTS:**

Appendix No. 2 – “Documents for the Assessment of Industrial Property” (Template)

Appendix No. 3 – “Agreement on the Exercise of Rights to Industrial Property Subject Matter and Agreement on Remuneration for the Exercise of Rights to Industrial Property Subject Matter” (Template)

##### **PART THREE – RIGHTS TO UNPROTECTED INTERNALLY RECORDED KNOW-HOW:**

Appendix No. 4 – “Research and Development Results Record Form” (Template)

##### **PART FOUR – COPYRIGHT:**

Appendix No. 5 – “Notification of Intention to Commercialise a School Work” (Template)

##### **PART FIVE – TRADE SECRETS:**

Appendix No. 6 – “Instruction for Departing Employee” (Template)

Version of document			
Date	Version	Changed	Description of change
10 December 2025	01	TTC	Creation of document

*This English version of the internal regulation is not legally binding; it is for informational purposes only and does not have to correspond to the Czech version of the original document.*