

MU DOCTORAL DEGREE PROGRAMMES : INTELLECTUAL PROPERTY AND STUDY IN DOCTORAL STUDIES MANAGED IN COOPERATION WITH THE APPLICATION SPHERE

General Information

- Intellectual property created as a result of the student's work during their doctoral studies managed in cooperation with the application sphere is subject to the relevant laws and MU internal regulations (especially Directive No. 10/2013).
- The Contract makes it clear that all parties are obliged to inform each other about the facts leading to the creation of intellectual property in connection of carrying out this Contract.
- The plan for the creation of individual results can be determined in the individual study plan of the student, and it should define the kind of results and the conditions under which they are produced.
- Specific rights and obligations of the parties are set out in a license agreement or a contract on the use of object protected by industrial property rights.
- Please be aware that according to Section 47b of the Act on Higher Education, it is mandatory to make theses publicly available. In case it is necessary to protect the know-how, trade secrets, etc., the thesis may remain unpublished for a period of three years. MU internal regulations (Study and Examination Regulation) specify the conditions for the non-publication clause. Make sure to address this issue in advance and before submitting the thesis.
- It is important that results eligible to be reported as research records are entered into the list of publication records. Similarly, it is important to acknowledge such results – the results should indicate that they were obtained during this specific kind of doctoral study.
- The Contract states the obligations of the Partner to allow the Student to participate in scientific-research projects. In this case it is important to remember that the rights and obligations in relation to intellectual rights may be modified due to the settings of the given project, for example by publishing own research in Open Access mode.
- When a third party is involved, it is necessary to respect the eventual obligations of the Contracting Parties; for example, if the Student co-authors an article with a third party, the rights need to be set up in a way that makes it possible for the Partner to obtain the license necessary for using the article.

Copyright Work

- As the regulation in the Copyright Law is dispositive, the exact parameters in the licensing agreement of copyright works (including software) can be set by an agreement. Therefore, any arrangement that is not in conflict with good morals and the law can be created.
- By law, MU is entitled to use school works created by students for the purposes of teaching and internal requirements of MY (with the exception of software).
- By law, the Student can continue to use the work, therefore also provide a license (e.g. to the Partner), as long as it is not in conflict with the legitimate interests of MU. By law, MU may require that the author of a school work makes a reasonable contribution from the earnings obtained by using the work or granting the work's license in order to cover the costs incurred for creating the work; the amount depends on the circumstances and may be as high as the actual amount incurred.
- By law, MU has under ordinary circumstances the right to conclude a license agreement for the use of a school work.

Results Protected by Industrial Property Rights

- For results protected by industrial property rights, it is suggested to enter into an agreement on the use of intellectual property in accordance with the internal regulations of MU. The aspects regulated in the agreement should include the following: ownership ratios compared to the incurred cost ratios, the result's right of use and possible limitation of purpose, sustaining costs of obtaining and maintaining protection, financial award for the originator (student), principles of disposition with the share, the obligations of the parties in transfer or transmission of the share, and the distribution and share of income from commercialization of the work.