

HETMAN PETRO SAHAIDACHNYI NATIONAL ARMY ACADEMY

REGULATIONS
on the procedure for the acquisition, distribution and transfer of property
rights
for inventions and utility models developed at Hetman Petro Sahaidachnyi
National Army Academy

Lviv 2024

I. General provisions

1. The Regulation on the Procedure for Acquisition, Distribution and Transfer of Property Rights to Inventions and Utility Models developed at the Hetman Petro Sahaidachnyi National Army Academy (hereinafter - the Regulation) regulates relations in the field of development, protection and use of intellectual property rights, namely industrial property rights (inventions, utility models) developed at the Hetman Petro Sahaidachnyi National Army Academy (hereinafter - the Academy), defines the principles of organization of intellectual property rights protection activities.

2. The Regulation is developed in accordance with the provisions of the Constitution of Ukraine, the Civil Code of Ukraine, the Laws of Ukraine "On Higher Education", "On Scientific and Scientific-Technical Activity", "On Protection of Rights to Inventions and Utility Models", "On Copyright and Related Rights", "On State Regulation of Activities in the Field of Technology Transfer", "On Protection of Rights to Industrial Designs", methodological recommendations on intellectual property policy for higher education and research institutions of Ukraine and other regulatory legal acts in the field of technology transfer and intellectual property rights protection.

II. Definition of terms

1. The terms used in this Regulation shall have the following meanings:

authors - inventors, authors of industrial designs, industrial property (inventions, utility models);

reward - payment for intellectual and creative work of the authors of inventions and utility models, as well as for the use of an invention or utility model;

invention (utility model) - the result of intellectual and creative activity of a person in any field of technology;

inventor means a person whose intellectual and creative activity resulted in the creation of an invention (utility model);

inventive work - research and development activities aimed at creating technological (technical) solutions that meet the conditions of patentability, as well as targeted activities carried out within the system of the Ministry of Defense of Ukraine to stimulate the creation and development of fundamentally new objects of technology, taking into account the latest achievements of science and technology;

employer's assignment - a written task issued to an employee that is directly related to the specifics of the enterprise or the employer's activities and may lead to the creation of an invention (utility model);

application - a set of documents required for state registration of an invention (utility model) of an invention (utility model);

applicant - a person who has submitted an application or acquired the rights of an applicant in another in accordance with the procedure established by law;

property right - the right to use an object of intellectual property right; the exclusive right to authorize or prohibit the use of an object of intellectual property right; other property rights established by applicable law;

industrial property rights - patents for inventions (utility models);

bodies for patent-licensing, invention and rationalization work - patent divisions of the Ministry of Defense of Ukraine, commissions for patent-licensing, invention and rationalization work that organize invention and rationalization work;

patent for an invention/utility model - a security document certifying the priority, authorship and rights to an invention (utility model);

patent research - a systematic scientific analysis of the properties of a business entity throughout its life cycle, which arise from the legal protection of industrial property;

patent and license work - a targeted activity carried out within the system of the Ministry of Defense of Ukraine to identify patentable technical solutions and technologies, ensure their legal protection, and take measures to organize the conclusion of license agreements;

intellectual property right - is the right of a person to the result of intellectual, creative activity or other object of intellectual property rights as defined by the Civil Code of Ukraine;

employer - a person who has hired an employee under an employment agreement (contract);

official duties - duties set forth in employment agreements (contracts), job descriptions; functional duties of an employee, which include the performance of work that may lead to the creation of an invention (utility model);

service invention (utility model) - an invention (utility model) created by an employee:

in relation to the performance of official duties or on behalf of the employer, provided that the employment agreement (contract) does not provide otherwise;

using experience, production knowledge, production secrets and and equipment of the employer.

III. Organization of activities for the creation, protection and use of intellectual property at the Academy

1. The organization of activities for the creation, protection and use of industrial property rights (inventions, utility models) at the Academy shall be carried out by

the deputy commandant of the Academy for science (chairman of the commission on patent-licensing, inventive and rationalization work);

the commission on patent, license, inventive and rationalization work of the Academy;

the military-technical information group;

responsible persons for patent-licensing, inventive and rationalization work of structural subdivisions;

researchers and inventors of the Academy.

2. The main tasks of the chairman of the commission on patent-licensing, inventive and rationalization work are as follows:

organization and management of activities on creation, licensing and innovation;

organization and management of activities related to the creation, protection and use of intellectual property at the Academy;

coordination of the work of the military-technical information group and the commission for patent-licensing, inventive and rationalization work of the Academy in the field of intellectual property;

identification of intellectual property rights objects that can be created in the course of scientific and scientific and technical activities of the Academy;

making decisions on the use (implementation) of intellectual property objects (inventions, utility models) in the educational process, etc;

organizing and ensuring the participation of the Academy's scientific (author's) teams in the contest "Best Invention of the Year" on the basis of the Central Research Institute of Armaments and Military Equipment of the Armed Forces of Ukraine.

3. The functions of the Military Technical Information Group include:

advising researchers and inventors on issues within its competence;

preparing and submitting applications for registration of intellectual property rights, obtaining titles of protection;

assisting researchers and inventors with filing applications for titles of protection for industrial property rights, filing petitions, supplements and/or amendments to application materials, inventions, and paying the necessary fees;

correspondence on applications for titles of protection;

accounting of industrial property rights (inventions, utility models) owned by the Academy;

notifying researchers and inventors of the decision taken by the commission on patent, licensing, inventive and rationalization work of the Academy to register the created intellectual property rights;

keeping records in the field of patent activity (accounting of applications for inventions/utility models, on which a decision to grant or refuse a patent was made, correspondence on examination, execution and registration of inventions/utility models;

submission of information to the defense industry enterprises through UkrOboronProm Joint Stock Company and the Military Science Department of the Headquarters of the Land Forces Command of the Armed Forces of Ukraine for the purpose of informing and in-depth cooperation on the implementation of proprietary developments;

generalization and preparation of materials for the Academy's participation in the competition "Best Invention of the Year" on the basis of the Central Research Institute of Armaments and Military Equipment of the Armed Forces of Ukraine;

ensuring restriction of free access to information related to application materials and legal documents for industrial property rights.

4. The commission for patent-licensing, inventive and rationalization work of the Academy is responsible for:

reviewing notifications of the created intellectual property rights object and making decisions on submitting an application for its registration;

consideration of issues related to intellectual property management;

preparation of proposals to encourage inventors (authors) of patent rights.

5. The persons responsible for patent-licensing, inventive and rationalization work of the structural divisions are entrusted with:

coordinating the work of the unit's inventors in case of identification of intellectual property rights that may be created in the course of the unit's scientific and scientific and technical activities.

6. Researchers and inventors of the Academy shall be obliged to:

assist the Academy in obtaining titles of protection for intellectual property rights in Ukraine, which includes participation in the preparation of application materials, in particular, in drafting the application description and claims/utility model

prepare the necessary materials for filing an application for obtaining for a title of protection for an intellectual property object.

IV. Subjects of creation of intellectual property objects and their rights

1. The subjects of creation of intellectual property objects at the Academy are scientific, scientific-pedagogical, pedagogical staff, doctoral students, associate professors, educational and auxiliary and engineering and technical staff working or training as part of the Institute, faculties, college, departments, research laboratories and other structural subdivisions, as well as author's teams formed from these persons.

2. Employees of other educational institutions, organizations, institutions, etc. who are members of the Academy's authors' collectives may be subjects of creation of intellectual property objects.

V. Procedure for registration of an invention (utility model)

1. Personal non-property rights to an intellectual property object belong to an employee or student whose intellectual and creative work created such an object.

2. Proprietary rights to intellectual property objects created at the Academy in the course of research and development work shall belong to the Academy.

3. The distribution of property rights between the inventor (author) and the employer (the Academy) is governed by the Agreement on the Distribution of Property Rights to Intellectual Property Rights Created in the Performance of Duty and/or a Separate Order of the Employer (*Annex 1*).

4. The subject matter of this agreement is the distribution of property rights to intellectual property objects that the employee will create or is likely to create in the course of the employment agreement (contract) in the performance of official duties or a separate written assignment of the employer.

5. The right to register a service invention (utility model) is vested in the inventor's employer (the Academy), unless otherwise provided by the agreement.

6. When creating a service object of intellectual property rights, the author (inventor) shall, within 10 days from the date of completion of the work, submit to the commandant of the Academy a written notice of the industrial property right (invention, utility model) created by him/her with a description that reveals the essence of the invention (utility model) clearly and completely (*Annex 2*).

7. The notification of the author (inventor) shall be considered at a meeting of the Commission on Patent Licensing, Inventive and Innovative Work of the Academy within a period not exceeding 2 calendar months from the date of submission of the notification of the created intellectual property object.

8. Based on the results of the review, the Commission on Patent, Licensing, Inventive and Innovative Work shall submit proposals to the Head of the Academy regarding the registration of the created intellectual property object.

9. Taking into account the proposals of the commission on patent-licensing, invention and rationalization work, the Academy shall, within 4 months from the date of receipt of a written notification from the inventor about the created invention (utility model), decide on filing an application for registration of the intellectual property right with the relevant central executive authorities on intellectual property rights protection and notify the inventor thereof.

10. Within the same period, the Academy shall conclude with the inventor a written agreement on the transfer of the right to obtain a title of protection for an intellectual property right created in the course of performance of official duties and/or a separate assignment of the employer, which shall specify the specifics of payment of royalties in accordance with the economic value of the object and/or other benefits that may be received by the Academy (*Annex 3*).

11. Simultaneously with the filing of an application for registration of an intellectual property right with the relevant central executive authorities on intellectual property rights protection, a record of the intellectual property right shall be made in the register of applications for inventions (utility models) of the Academy.

12. If the Academy fails to fulfill the requirements for filing an application for registration of an intellectual property right within the established time limit, the right to register a service invention (utility model) shall be transferred to the author (inventor) or his/her successor.

13. The term for maintaining the validity of the invention (utility model) by the Academy in case of non-use shall not exceed 4 (four) years, unless a shorter term is established by the Agreement. Otherwise, the ownership of the service invention (utility model) shall be transferred to the author (inventor) or his/her successor.

VI. Implementation (use) of intellectual property rights of intellectual property rights

1. Researchers and inventors of the Academy, when creating and using intellectual property rights, are obliged to comply with the requirements of the law, as well as the principles of integrity during training, teaching and conducting educational and/or scientific activities in order to ensure confidence in the results of their work.

2. The patent holder shall have the right to use the invention (utility model) at his/her discretion, if such use does not violate the rights of other patent holders.

3. The Academy's activities on the implementation (use) of intellectual property rights are aimed at improving the educational process in general, creating a new and improving the existing educational and material base.

4. The purpose of the use (implementation) of intellectual property rights at the Academy is not to obtain economic benefit or profit.

5. The use (implementation) of intellectual property rights (inventions, utility models) at the Academy shall be carried out on a non-contractual basis, exclusively in the educational process or scientific activities for educational purposes.

VII. Specifics of accounting

1. An intangible asset is recognized as an asset if it can be identified (can be separated or identified from other assets) and it is probable that future economic benefits associated with its use will flow to the Academy and/or if it has potential utility and its cost can be measured reliably.

2. An intangible asset that arises from development (or at the development stage of an internal project) is recognized as an asset if the owner has

the intention, technical ability and resources to bring the intangible asset to a condition suitable for sale or use;

the possibility of obtaining future economic benefits or potential utility from the sale or use of the intangible asset;

information for reliable determination of the costs associated with the development of the intangible asset.

3. If an intangible asset does not meet the recognition criteria, the costs associated with its development are recognized as expenses of the reporting period during which they were incurred, without recognizing such costs as an intangible asset in the future.

AGREEMENT
on the distribution of property rights to intellectual property created during
the performance of official duties
and/or a separate assignment of the employer

____. ____ 20__ № _____

Guided by the norms of the fourth book of the Civil Code of Ukraine (CCU) and the provisions of clause 1 of Article 9 of the Law of Ukraine "On Protection of Rights to Inventions and Utility Models", clause 1 of Article 8 of the Law of Ukraine "On Protection of Rights to Industrial Designs", clause 1 of Article 7 of the Law of Ukraine "On Protection of Rights to Topographies of Integrated Circuits", the citizen

_____, (hereinafter referred to as the Employee)

(last name, first name, patronymic)

and the Hetman Petro Sahaidachnyi National Army Academy represented by the Commandant of the Academy _____, acting on the basis of the Academy's Charter (hereinafter referred to as the Employer), hereinafter referred to as the Parties, have entered into the following Agreement.

1. Subject of the Agreement

1.1. The subject matter of the Agreement is the distribution of property rights to intellectual property objects that the Employee will create or is likely to create in the course of the employment agreement (contract) in the performance of official duties or a separate written order of the Employer.

1.2. The Parties agree that the property rights defined by Article 422 of the CCU and paragraph 2 of Article 429 to such intellectual property rights within the limits established by law under this Agreement shall belong to the Employer.

2. Rights of the Parties

2.1. In accordance with the law, the Employer shall have the right to:
apply for a security document (patent for invention/utility model);
make a decision to keep the object as confidential information (invention/utility model);
making a decision to transfer the right to obtain a security document to another person (invention/utility model);

use of the object in the educational process under the terms of the previous user's right;

preventing the unlawful use of the object by another person;

assistance, under certain conditions, by the Employee in the implementation of the object in the educational process.

2.2. The Employee has the right:

to apply for a security document if the Employer:

- has not submitted such an application in a timely manner or has not made another decision regarding the subject matter within the period established by law;

- failed to notify the Employee in writing of the decision taken to notify him/her of the creation of the intellectual property object;

- failed to conclude an agreement with the Employee on the amount and terms of remuneration payment within the period established by law;

to receive reward in accordance with the economic benefits received or likely to be received by the Employer;

to conclude an agreement on the amount and terms of remuneration payment within the period established by law;

to additional payment for their participation in the implementation of the object created by them in the educational process;

to other types of incentives, except for monetary ones;

to retain the right to a security document if the Employer decides to terminate the security document early;

to invite representatives of the labor collective, the Society of Inventors and Innovators of Ukraine, and other professional and public organizations to participate in negotiations on the protection of their rights.

3. Obligations of the Parties

3.1. The employee shall be obliged to:

notify the Employer in a timely manner and to the extent necessary for filing an application about the creation of a protectable intellectual property right;

provide, together with the notification, information about the created object to the extent necessary and sufficient for filing an application or making another decision by the Employer regarding this notification;

to assist the Employer in filing an application for a title of protection and (for a fee) in introducing the object created by him/her into production (into the educational process);

keep any information concerning the subject matter created by him/her confidential.

3.2. The Employer is obliged to:

create working conditions favorable for the Employee's creative activity;

provide the Employee with patent and scientific and technical information available to him/her;

Within two months from the date of receipt of the Employee's notification of the creation of an intellectual property object, make a decision on:

- filing an application;
 - transfer of the right to file an application to another person;
 - keeping information on the created object as confidential information;
 - waive the right to file an application in favor of the Employee;
- notify the Employee of the decision in writing;
 submit an application for obtaining a security document to the competent authority within the time limit established by law;
 conclude an agreement with the Employee on the amount and terms of remuneration payment.

4. Liability of the Parties

4.1 The Parties shall be liable for violation of the terms of this Agreement in accordance with the laws of Ukraine.

5. Dispute Resolution

5.1. All disputes regarding the application and interpretation of this Agreement shall be resolved by the Parties through negotiations or in court.

6. Term of the Agreement

6.1 This Agreement is concluded "____" _____ 20__ year.

6.2. The Agreement shall be valid for (emphasize one of the options)
 (option 1) the term of the employment contract
 (option 2) during the term of the assignment regarding

(indicate the name of the Employer's separate assignment)

This Agreement is concluded in two copies, one of which shall be kept by the Employee and the other by the Employer as an annex to the employment agreement (contract). Both copies are identical and have equal force.

Signatures:

Employer:
 Chief of the National Army Academy
 named after Hetman Petro
 Sahaidachnyi

(signature)

(FULL NAME)

M.P.

_____. _____. 20__

Author (inventor):

(position)

(signature)

(FULL NAME)

NOTICE **on the creation of an industrial property object**

I would like to inform you that as a result of the performance of my official duties (assignment from _____), I have developed a technical solution to the problem, which, in our opinion, meets the requirements of the legislation of Ukraine to

(specify the name of the facility)

I also inform you that this development was carried out on our own, with the participation of persons who are not employees of the Academy and whose data are attached (*emphasize the necessary*).

Information about the created object to the extent required by law is attached.

Please, in accordance with the requirements of the current legislation of Ukraine on the protection of rights to inventions (utility models), industrial designs, integrated circuit layouts (*please, underline the necessary*), make a decision on the Academy's further participation in the distribution of ownership rights to the said object and, in case the Academy retains ownership, transfers the right to obtain a security document to another person, makes a decision to keep information about the development as a trade secret (*please, underline the necessary*), conclude an agreement on the amount and procedure for the payment of remuneration *to the*

Proposals for the amount and procedure of remuneration payment are attached.

I hereby inform you that if the Academy fails to make the decision required by law within the time limit established by law, I reserve the right to apply for a title of protection.

Appendices:

1. Description of the technical solution on sheets.
2. Reference data on the authors - non-employees of the Academy on ... sheets*.
3. Proposals for the amount and procedure for payment of remuneration to authors on sheets* (**information from paragraphs 2, 3 is optional and can be filled in at the request of the authors*).

Author(s):

(Signature)

(Name)

CONTRACT
between the Author (co-authors) and the Employer
on the transfer of the right to obtain a security document
for intellectual property rights created in connection with the performance of
an employment contract or a separate assignment

_____. _____ 20__ № _____

Guided by the norms of the fourth book of the Civil Code of Ukraine (CCU) and in accordance with the Laws of Ukraine "On Protection of Rights to Inventions and Utility Models", "On Protection of Rights to Industrial Designs", "On Protection of Rights to Topographies of Integrated Circuits"

(IPRO authors (co-authors), inventor (inventors) full name)

and the Hetman Petro Sahaidachnyi National Army Academy (hereinafter referred to as the Employer) represented by the Commandant of the Academy

_____,
acting on the basis of the Academy's Charter, hereinafter referred to as the Parties, given that the Author (co-authors) submitted to the Employer a description of the intellectual property right object (hereinafter referred to as the IPRO) created in the performance of official duties, in connection with the execution of the employment contract and/or a separate assignment of the Employer,

(IPRO name – invention, utility model etc.)

that discloses the essence of the IPRO sufficiently clearly and fully have entered into this agreement (hereinafter referred to as the Agreement) as follows:

1. Subject of the Agreement

1.1. The subject of the Agreement is the transfer of the right to obtain in Ukraine and in foreign countries _____ to _____ by the author (co-authors) to the Employer,

(name of the security document) (name of the IPRO)

which entails the Employer's acquisition of property rights to it from the moment of receipt of the security document, as well as property rights acquired on the basis of the application.

2. Employer's obligations

2.1. To file applications for the issuance of titles of protection for the IPRO specified in clause 1 of the IPRO in accordance with the law.

Take all measures necessary to obtain a title of protection for the IPRO and to maintain the validity of exclusive property rights within the period established by law.

2.2. Maintain confidentiality of the information received from the Author about the IPRO specified in clause 1 until the official publication of the application materials and take measures to prevent unauthorized persons and persons who, by virtue of their official position, do not have access to such information.

2.3. Propose to the Author to conclude an agreement on transferring the right to obtain a title of protection in case of a decision to terminate actions related to its obtainment, or to conclude an agreement on transferring the property rights acquired under this agreement in case of a decision to refuse to maintain the exclusive property rights, within the time limits that would ensure payment of the relevant fee or duty.

2.4. Provide the Author with the opportunity to participate in the preparation of the IPRO specified in clause 1 for use (development of technical documentation, manufacturing and testing of a prototype, etc.), if necessary, fully or partially release him from the main work.

2.5. Provide the Author with such material, industrial and social conditions necessary for effective creative activity:

2.6. Ensure payment for the work related to the preparation for the use of the IPRO performed by the Author under a separate agreement, which shall be an annex to this Agreement.

2.7. To give the Author a fair reward for the use (implementation) of the IPRO in the educational process of the Academy, from granting permission (licenses) for their use to other persons in Ukraine and abroad, or in case of export of products manufactured with the use of this object, under the following conditions

a) types of reward: incentive, periodic;

b) amount of reward:

incentive _____ UAH;

periodic _____ % (_____ percent) of _____
(in writing)

economic performance result is indicated)

Determined _____ according _____ to _____;
(the methodology for determining the selected indicator shall be indicated)

c) the amount of reward from the receipt of payments from use (in own production, license fees, etc.);

d) the procedure for payment of remuneration:

incentive remuneration is paid as a lump sum, the amount is determined in UAH;

periodic remuneration shall be paid during the term of validity of (exclusive) property rights or during the term of validity of the license or license agreement and/or product supply agreement (contract);

e) terms of reward payment:

incentive - no later than two months after receipt of the security document or no later than two months from the date of granting licenses, or signing a license agreement, or signing an agreement (contract) for the supply of products;

periodic - not later than _____ months after the end of the period for which the remuneration is paid, or not later than _____ months after receipt of each license payment from the licensee, and (or) the end of the next period established by this agreement;

f) frequency of payment of periodic remuneration

(monthly, quarterly, annually)

starting from the date of use of the IPRO or starting from the date of entry into force of the relevant Agreement, in this case:

If the use of the IPRO started before the conclusion of this Agreement, the first payment shall be made within two months after the application is submitted for the entire period that has elapsed since the start of use;

the first payment is made for an incomplete settlement period if it does not coincide with the accounting period;

g) other payment terms _____.

2.8. The employer in the case of _____

(specify a specific case)

may transfer the right to obtain a title of protection for the IPRO to another person, providing in the relevant additional agreement for the protection of the rights of the Author (co-authors) at a level not lower than in this agreement.

2.9. To pay the reward to the Author to his/her heir(s) and (or) successor(s).

3. Employer's rights

3.1. Exercise its proprietary rights to IPRO at its own discretion, subject to the rights of other persons.

3.2. To transfer the right to obtain a title of protection for IPRO to another person under the conditions specified in clause 2.8.

3.3. for the Author (co-authors) to assist in obtaining titles of protection for IPRO in Ukraine and foreign countries free of charge (participation in the preparation of the materials of the IPRO application: drafting the description of the application, claims of the invention or utility model, making drawings, sketches, etc.)

3.4. To assist the Employer (for a fee or without it) in bringing the IPRO to a condition suitable for use in the educational process.

3.5. The right to use the IPRO in their own production in case of early termination of this Agreement and/or transfer of property rights to the IPRO to the name of the Author (co-authors) under a non-exclusive license with payment of royalties at the level of remuneration that the Author (co-authors) could have received under this Agreement as a fair remuneration.

4. Responsibilities of the Author (co-authors)

4.1 Maintain confidentiality of information on IPRO.

4.2. Facilitate the Employer's obtaining of IPRO protection documents in Ukraine and in foreign countries (participation in the preparation of IPRO application materials: drafting the application description, claims or utility model, patent and market feasibility study of patenting and licensing of rights to this object, etc.)

4.3. To assist (for a fee or without it) the Employer in bringing the IPRO to a condition suitable for use in the educational process.

4.4. In case of transfer of proprietary rights to the IPRO in the name of the Author (co-authors), provide the employer with permission to use the invention (utility model) under a non-exclusive license.

5. Rights of the Author (co-authors)

5.1. Familiarize yourself with the calculation of the amount of remuneration and the materials used in these calculations.

5.2. To acquire intellectual property rights to the IPRO in his/her name in case the Employer refuses to maintain them.

5.3. To assist the Employer in acquiring intellectual property rights in Ukraine and in foreign countries.

5.4. Participate in preparatory work for the use of IPRO (development of technical documentation, manufacturing and testing of a prototype, etc.), if necessary, with full or partial release from the main job.

5.5. To pay for the works on preparation for the use of the IPRO under a separate agreement, which shall be an annex to this Agreement.

6. Responsibility of the Parties

6.1. The Parties shall be liable for breach of obligations to maintain confidentiality of information on IPRO :

7. Other conditions

7.1. At the request of one of the Parties, but by mutual agreement, the terms of the Agreement may be revised. The reason for this may be a change in prices and tariffs set in a centralized manner, changes in the legislation of Ukraine, etc.

7.2. Amendments and additions to this Agreement shall be formalized by an additional agreement or protocol to this Agreement with its mandatory signing by the Parties hereto.

8. Dispute resolution

Disputes related to the Parties' failure to fulfill the terms of this Agreement shall be considered by the court _____.
(specify the name of the judicial authority, district, city)

9. Term of the Agreement

9.1. This Agreement is concluded for a term at _____.

9.2 This Agreement shall enter into force on the date of its signing by the parties. This Agreement may be extended by mutual agreement of the parties.

9.3. Upon expiration of the term of the Agreement specified in sub-clause 9.1 of this clause, the conditions related to cash payments shall continue to be valid until the completion of settlements for the sale of products manufactured using IPR during the term of the Agreement.

9.4. If the Employer fails to obtain a title of protection for the IPR or if the exclusive property rights cease to be valid, this fact shall not be grounds for termination of the Agreement. In this case, the terms of remuneration payment shall continue to be valid for the entire term of this Agreement.

10. Legal addresses of the Parties:

Author(s): _____

Employer: _____

Captions:

Employer:
Commandant of Hetman Petro
Sahaidachnyi National Army
Academy

(signature)

(FULL NAME)

M.P.
_____. _____.20__

Author (inventor):

(position)

(signature)

(FULL NAME)