



Commercialisation of school copyright works of FIT students

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List of attachments

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List of related documents

Act No. 121/2000 Coll., Copyright Act, as amended (hereinafter referred to as the "Copyright Act")

Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code")

Act No 111/1998 Coll., on Universities, as amended (hereinafter referred to as the 'Universities Act')

Rector's Order No. 20/2020, for the protection, management and use of the intellectual property of the CTU in Prague

Rector's Order No. 3/2024, System and Methods of Commercialization at CTU

1 Introductory provisions

- 1.1 The Directive is valid for all departments of the Faculty of Information Technology (hereinafter referred to as "FIT") of the Czech Technical University in Prague (hereinafter referred to as "CTU").
- 1.2 The Directive establishes the rights and obligations in the commercialisation of computer programs or other copyright works under the Copyright Act created in the mode of a school copyright work within the meaning of the Copyright Act.
- 1.3 Consultation, methodological and administrative support for FIT's activities arising from this Directive is provided by the FIT Industry Cooperation Department (hereinafter referred to as "SSP"), which cooperates with other FIT employees and departments, in particular the FIT Legal Department, the FIT Economic Department and the FIT PR Department.

2 Definition of basic terms for the purposes of this Directive

- 2.1 **Author:** the person (FIT student) who has created a copyright work; in the case of a copyright work as a whole, also the person who has creatively selected or arranged it;
- 2.2 **Copyright work:** a literary work, other artistic work and a scientific work which is the unique result of the creative activity of the author and is expressed in any objectively perceptible form, including electronic form, permanently or temporarily, regardless of its scope, purpose or meaning; copyright works include, for example, musical, dramatic, photographic, audiovisual, visual, architectural, as well as computer programs or databases;
- 2.3 **Copyright:** property rights, pursuant to § 12 et seq. of the Copyright Act, and personality rights, pursuant to § 11 of the Copyright Act, in copyright works;
- 2.4 **School copyright work:** a copyright work created by a student of FIT to fulfil his/her study obligations towards FIT; a work created by a lifelong learning participant is also considered a school copyright work; FIT is entitled to use school copyright works of FIT students for teaching or for its own internal use pursuant to Section 35(3) of the Copyright Act, provided that such use is not for direct or indirect economic or commercial gain. The provision in the preceding sentence shall not apply if the school copyright work is a computer program;
- 2.5 **Licence:** the grant by FIT of the right to a third party (licensee) to exercise the right to use the copyright work to the agreed extent, on the basis of a licence agreement; the right to exercise the copyright remains with FIT;
- 2.6 **Exclusive licence:** FIT shall not have the right to grant the same licence to a third party for as long as the exclusive licence lasts;
- 2.7 **Non-exclusive licence:** FIT shall have the right to grant the licence granted to a third party as non-exclusive to any other third party;
- 2.8 **Sub-licence:** the right of the licensee to assign the licence to a third party or to grant the rights forming part of the licence to a third party;
- 2.9 **Commercialisation (commercial exploitation of intellectual property):** the process that leads to the financial exploitation of a copyright work, e.g. through licensing agreements, etc.

3 Form and variations of commercialisation of school copyright works

- 3.1 Possible scope of the licence when commercialising a school copyright work at FIT:
 - 3.1.1 granting an exclusive or non-exclusive licence;
 - 3.1.2 specifying the ways of using the copyright work (all ways or only selected ways listed in Article 12 of the Copyright Act);
 - 3.1.3 determining the territorial scope of the licence;
 - 3.1.4 determination of the temporal scope of the licence;
 - 3.1.5 determining the possibility of granting sublicences by the licensee;
 - 3.1.6 determining the possibility of modifying the copyright work or creating derivative works and determining whether the licensee is subsequently the exclusive holder of the property rights in such modified and derivative works.
- 3.2 Forms of commercialisation of school copyright works at FIT:
 - 3.2.1 Through SSP;
 - 3.2.2 or through another legal entity (e.g. distributor, publisher or other legal entity commercialising copyright works).
- 3.3 Variants of income from commercialisation:
 - 3.3.1 granting a licence or assignment of the right to exercise the economic rights in the copyright work, with the remuneration for the granting of the licence or assignment to be paid as a lump sum;
 - 3.3.2 granting of a licence with the remuneration for the grant of the licence or assignment to be paid on a recurring basis; the remuneration may be agreed in a specific amount or as a share of the licensee's income from the commercialisation of the copyright work;
 - 3.3.3 a combination of options 3.3.1 and 3.3.2 (i.e. the royalty as a lump sum on grant and a recurring royalty over the term of the licence).

4 School copyright work

- 4.1 The provisions of this Article shall apply to any school copyright work authored by an FIT student.
- 4.2 A thesis (hereinafter referred to as 'the thesis') or part thereof may also meet the characteristics of a school copyright work within the meaning of the Copyright Act.
- 4.3 If a student produces a school copyright work that is produced in collaboration with a commercial entity (e.g., the assignment for the thesis is from that entity, or that entity is involved in the guidance or opposition of the thesis) or an organization other than FIT (collectively, the "Company"), the student must report the creation of the school copyright work using the online form available at <https://fit.cvut.cz/ssp/skolni-dilo>. In other cases, a student may notify the creation of a School copyright work if the student believes that the School copyright work has commercial potential.
- 4.4 For the school copyright works notified under 4.3, FIT shall assess the commercialisation possibilities of the works on the basis of the data entered in the form under 4.3.

- 4.5 If FIT identifies commercialisation opportunities for the school copyright work, it shall decide on commercialisation according to the three options set out below:

4.5.1 Commercialization of the school copyright work:

- 4.5.1.1 Option suitable for cases where the work is suitable for commercialisation for a specific company.
- 4.5.2 A contract (which is mainly a combination of a license agreement and a waiver agreement) is entered into between FIT, the company and the student.
- 4.5.2.1 The student licenses the copyrighted work to the firm to the extent agreed.
- 4.5.2.2 The value of the license to the company and to the author is individually quantified.
- 4.5.2.3 The company pays the costs of the creation of the FIT school copyright work.
- 4.5.2.4 In the case of a FIT, the faculty allows for a deferral of its disclosure in accordance with the Higher Education Act, provided that the deadline for submitting a request for deferral of the FIT disclosure is maintained, which according to the internal standards of the CTU is 30 days before the deadline for submission of the FIT.

4.5.3 Waiver of the school's right

- 4.5.3.1 Option suitable for cases where the use is for the student's or startup's own use, or where it is a collaboration with a non-profit organization.
- 4.5.3.2 A waiver agreement is entered into between FIT and the student.
- 4.5.3.3 FIT will individually calculate the reimbursement amount within the range of 10k. The FIT will pay between CZK 10,000 and CZK 20,000. The amount of the cost reimbursement may be at the lower end of this range if the school copyright work is announced well in advance.
- 4.5.3.4 The student pays FIT the costs of creating the school copyright work.
- 4.5.3.5 In the case of the FIT, the FIT will be made available in accordance with the Higher Education Act in accordance with the internal standards of the CTU.
- 4.5.3.6 The reimbursement of costs may be partially or fully waived if a non-exclusive license to the school copyright work is granted to a non-profit organization. The condition is that the FIT affiliation is prominently displayed within the licence agreement or in another appropriate manner (e.g. under the "About" tab) and that FIT's PR department is allowed to promote this fact.

4.5.4 Open source

- 4.5.4.1 Option suitable for cases where the work is freely available on a public repository.
- 4.5.4.2 The FIT assesses the reason and comments on the design of the chosen open source licence.
- 4.5.4.3 No contract is concluded, the student is informed of the result.
- 4.5.4.4 In the case of a LOA, the student will include in the LOA, in accordance with the Dean's directive on the LOA, a statement on the licence, the wording of which will be agreed with FIT.
- 4.5.4.5 The student will not be required by FIT to pay the costs.

- 4.5.4.6 In the case of a LOI, the LOI will be made available in accordance with the Higher Education Act in accordance with the internal standards of the CTU.
- 4.5.4.7 The condition is that the FIT affiliation is prominently displayed within the license agreement or in another appropriate manner (e.g., under the "About the Program" tab) and that FIT's PR department is able to publicize this fact.
- 4.5.4.8 The existence of an open repository with the chosen open source licence is a prerequisite.
- 4.6 The SSP keeps a record of the reported school copyright works and the results of their further use.
- 4.7 SSP communicates with students, FIT staff involved in the commercialisation process and companies.
- 4.8 The SSP ensures the conclusion of the agreement on the commercialisation of the school copyright work as well as the agreement on the waiver of the right to conclude a licence on the use of the work, the samples of which are published in the Courses system at <https://courses.fit.cvut.cz/SFE/license.html>, and other procedures according to the Dean's directive on contracting at FIT.
- 4.9 In the event of a lack of clarification of rights between FIT and the student, the student may dispose of the work, but FIT always retains the right to use the school's work within the meaning of copyright law (especially for teaching and scholarly purposes), unless FIT and the student agree otherwise.

5 Final provisions

- 5.1 Dean's Directive No. 37/2019 is hereby repealed.
- 5.2 Contracts and agreements shall be concluded in accordance with the procedure laid down in the relevant Dean's Directive on the conclusion of contracts at FIT.
- 5.3 The Vice Dean for Cooperation with Industry is responsible for monitoring compliance with this Directive.