

The Rector issued, pursuant to Section 17(1)(a) of Act No. 111/1998 Coll., on Higher Education and on Amendments and Additions to Other Acts (the Higher Education Act), as amended, and further pursuant to the provisions of the Article 5 of the Statute of the Academy of Arts, Architecture & Design in Prague effective from 1 September 2017 this Directive:

Rector's Directive No. 1/2024 on the Operation of UMLab – Creative Laboratory UMPRUM

RECTOR'S DIRECTIVE No. 1/2024
dated 9 January 2024

1. Introductory Provisions

1.1. With this Rector's Directive, the Academy of Arts, Architecture & Design in Prague (hereinafter also referred to as 'UMPRUM') establishes UMLab – the creative laboratory of UMPRUM (hereinafter also referred to as 'UMLab') as an internal organisational unit of UMPRUM, the purpose of which is to create an organisational framework for the academy's collaboration with entities in the application sphere.

1.2. UMLab:

- a) creates an organisational framework for cooperation between the academy and entities from the application sphere,
- b) is a knowledge management unit and technology transfer centre that fulfils the strategy and objectives of the research organisation in relation to businesses and users of UMPRUM's research, development and creative activity results and, in connection with the use of intellectual property, identifies knowledge with commercial potential, conducts its evaluation and, in cooperation with the academy's legal counsel, ensures activities related to intellectual property protection, secures contractual relationships concerning knowledge transfer, administration of licence agreements, and implements dissemination of R&D results among potential users; monitors costs and revenues on individual commercialisation projects and distributes potential profits.

1.3. According to the Statute of the Academy of Arts, Architecture & Design in Prague, cooperation with the application sphere, connecting art and industry, and artistic creation and research is one of the three main activities of UMPRUM. Cooperation with the application sphere means cooperation with companies, research institutions, state administration, municipalities, non-profit sector, academy graduates, business associations, or natural persons

The purpose of these collaborations is the effective transfer of relevant knowledge, skills and innovations in direct contact with industrial enterprises and the application sphere both at home and abroad, which complements and co-creates education at UMPRUM. At the same time, it is one of the ways in which UMPRUM exercises its social responsibility and implements projects in the public interest.

- 1.4. Cooperation with entities from the application sphere is governed by this Directive. Violation of its provisions by an UMPRUM staff constitutes an especially gross violation of legal regulations in the performance of work within the meaning of Section 53 of the Act No. 262/2006 Coll., the Labour Code (hereinafter referred to as 'LC').
- 1.5. In accordance with this Directive, UMPRUM actively monitors academy work with potential for development and possible commercialisation and creates tools to support and finance their further development. The development and commercialisation of the outputs of creative activity are governed by the rules set out in **Directive on the Commercialisation of Research, Development, and Creative Activity Outputs of the Academy dated 9 January 2024.**

2. Principles of Cooperation

- 2.1. Collaboration with entities within the application sphere is conducted through the organisational unit UMLab, always based on a written contract or written order (hereinafter referred to as the "Contract") demonstrably delivered to UMPRUM and confirmed by the statutory representative of UMPRUM or a person authorised to do so by an internal regulation or internal standard of UMPRUM or acting on the basis of a power of attorney issued by the statutory representative of UMPRUM (in particular Vice-Rectors and the Bursar). Without the Agreement, the results of mutual cooperation must not be transferred.
- 2.2. The collaboration is usually arranged by the Vice-Rector for External Affairs or a person authorised by them from the staff of the Department of External Affairs (hereinafter referred to as the „Responsible Person“) and, where appropriate, in consultation with the Studio Director or another staff of UMPRUM or an authorised person who, due to their specialization, will artistically and professionally oversee the task arising from the relevant Cooperation Agreement (hereinafter also referred to as the 'Task Leader').
- 2.3. The Task Leader may be a pedagogue from UMPRUM or an external collaborator contractually appointed to lead a specific task within the framework of cooperation with UMLab.
- 2.4. The Responsible Person, in collaboration with the Task Leader, prepares the **Project Card (Annex No. 1)**, which is confirmed by the signature of the Responsible Person, the Task Leader, and the Vice-Rector for External Affairs.
- 2.5. Before concluding the Agreement, the Task Leader, in cooperation with the Responsible Person, must obtain the **Consent to Participate in the Project (Annex No. 2)** signed by the students who will be working on the task.
- 2.6. **The Cooperation Agreement** will be drafted based on the provided materials by the Responsible Person entrusted with the agenda of cooperation with the application sphere, in collaboration with the Legal Department.
- 2.7. The Responsible Person shall submit the Agreement for approval to the Vice-Rector for External Affairs.
- 2.8. Part of the contractual relationship with the application sphere is the Cooperation Assignment (Annex No. 3), which may be specified during the course of mutual cooperation, but no later than before the first presentation of the progress of the cooperation.

- 2.9. If there is a fundamental change in the assignment during the course of the collaboration, the collaboration is considered a new assignment.

3. Principles of Integrating the Implementation of Tasks in Cooperation with the Application Sphere into Teaching

- 3.1. The assignment may be mandatory for the entire studio; however, it is not possible to impose an obligation on students to agree to the terms of collaboration. Although students complete the task, they are not required to agree to the use of their Work. In such a case, the Task Leader must simultaneously be the Director of the respective studio or the Assistant to the Director of the respective studio.
- 3.2. If the results of the collaboration must be utilised, the Task Leader, as the Studio Director, is obliged to prepare an alternative assignment for a specific student who does not agree with the use of their Work, in order to fulfil their study obligations. The alternative assignment corresponds in its complexity and focus to the original task. The student must be informed by the Task Leader about the possibility of rejecting the use (commercialisation) of the Work.
- 3.3. The collaboration of the studio must not be connected with the private profit-making activities of Studio Directors, and they must therefore not derive any direct proprietary benefit from it. This means, for example, that the Studio Director must not sell a Work as their own, Studio Directors must not transfer their own commissions to the studio, Studio Directors are not clients/contractors in relation to the academy, the works of students must not be commercialised through Studio Directors, and the results of students' work must not be commercialised through legal entities with the ownership participation of Studio Directors, etc.
- 3.4. Upon the termination of cooperation or upon the submission of a partial part of the task, the Task Leader collaborates with the Responsible Person on the handover and acceptance of the Work by the client – the contracting party. The Economic Department of the Academy processes the task in the academy's accounting system (invoicing, settlement of receivables, etc.) based on the documentation provided by the Responsible Person.
- 3.5. The Project Card, Consent to Participate in the Project, Assignment, and Budget are integral parts of collaboration within UMLab. Without the completed documents, the Agreement will not be submitted for signature by the academy. The Responsible Person, in collaboration with the Task Leader, is accountable for the accuracy of the Project Card, Consents for Participation in the Project, Assignment, and Budget.
- 3.6. If the task under the Agreement is not carried out within a studio as an academy assignment involving all students of the studio, the Task Leader shall form a team of students interested in working on the given task. The team of students may be formed freely, regardless of their affiliation with the studio. The provisions of Articles 3.1 and 3.5 above shall apply *mutatis mutandis* to a one-time team of students working on a task under the Agreement.
- 3.7. In the case of the task being carried out by a one-time appointed team of students (3.6) under the Agreement, the students fulfil their obligations within the framework of studio practice or the relevant compulsory or elective course in the sense of the given degree programme as follows:
- a. The provisions of the internal regulations of the academy concerning the rector's task shall similarly apply to the implementation of the **short task**, and upon its completion, the student will earn **3 credits** according to their study plan;

- b. The provisions of internal regulations and internal rules concerning a semestral internship in another studio of the academy, including the conditions necessary for the approval of the internship and the conditions for repeating the internship, shall similarly apply to the implementation of **a long-term task**. By completing the task according to the Agreement, the student will earn **9 credits** in accordance with their study plan. The student executes the final project within their studio.
- 3.8. Collaboration with students is governed by the **UMLab License Agreement** (Annex No. 5), which always regulates specific contractual relationships within the work on individual Assignments.

4. Overhead Costs of the Academy

- 4.1. Part of the revenue from:
 - a. supplementary activities carried out within the UMLab Studio, workshop, or another independent workplace of UMPRUM, or by an ad hoc team, or
 - b. from the transfer of results of the main activity for the benefit of third parties for a fee, which is also carried out by UMLab, a studio, a workshop, or another independent workplace of UMPRUM, are always allocated to cover the academy's overhead costs.
- 4.2. The portion of the revenue allocated for covering overhead costs pursuant to 4.1. is determined as a fixed share of the total price of the work and/or a fixed share of the total price of the performed works excluding VAT, amounting to at least 20%.
- 4.3. The share of overhead costs cannot be consumed (and therefore cannot be accounted for in the economic department for the given event) to cover any other direct or indirect costs associated with the implementation of the event or contract.
- 4.4. In the case of implementing a project in the public interest, with a social theme, or for a client from the non-profit sector, the amount of revenue allocated for covering overhead costs will be assessed individually by the Rector's Board.

5. Final Provisions

- 5.1. As of the effective date of this agreement, Rector's Directive No. 9/2023 on the establishment of UMLab – the creative laboratory of UMPRUM, dated 31 July 2023, is hereby repealed.
- 5.2. This Directive will come into force and take effect on 9 January 2024

In Prague, on 9 January 2024

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Prof. PhDr. et PaedDr. Jindřich Vybíral, DSc.
Rector of UMPRUM