## T.C.

ISTANBUL MEDIPOL UNIVERSITY

COUNSELLING SERVICES INSTRUCTION\*

FIRST SECTION

Aim

**ARTICLE 1 - (1)** The aim of this instruction is to explain the basic principles and processes related to the Counselling Services provided to the private sector and the public by the University Staff working within Istanbul Medipol University.

## Scope

**ARTICLE 2 - (1)** This instruction covers the University Personnel working within the university.

1. This instruction includes project preparation, training, field research, scientific research, modelling, design, development, measurement, testing, Counselling, etc., to be given by the University Staff types of services.
2. R&D, activities, etc., are carried out with funding support from national and international institutions (TUBITAK, ISTKA, EU funds, etc.) and whose application and contract are made through Istanbul Medipol University. Duties taken with the role of "Advisor" in studies are out of the scope of this instruction.

## Base

**ARTICLE 3 - (1)** This instruction is the 14th article of the Higher Education Law No. 2547. It has been prepared based on the article and other national legal regulations.

## Definitions

**ARTICLE 4 – (1)** The definitions in this instruction refer to;

**University Staff:** The academic staff working within the university and who will provide counselling services to the outside (teachers defined in subparagraph (l) of the first paragraph of Article 3 of the Law No. 2547 and lecturers in article 31), technical, administrative personnel and experts,

**Counselling service:** Support services of the University Staff regarding the application preparation of the projects, project development-execution service, academic counselling service, training service and clinical research work etc. the services to be provided to the Firm/Institution/Organization,

**Firm / Institution / Organization:** The firm, public institution and

their organizations,

**Advisor Agreement:** The scope of the Counselling Service to be provided by the University Personnel working within the university, the place and form of the service, the duration of the service, its budget, etc. the contract signed between the relevant Company and the university containing the information,

**Technology Transfer Office (TTO):** The office within the university, which is responsible for the coordination of research projects, technology transfer, management of intellectual property, coordinating the cooperation between the university and the public and industry, and incorporation activities,

**Ethics Committee Certificate:** The official document obtained from the Ethics Committee, which is prepared in accordance with the legislation of the funding institution or national/international law and expresses the ethical compliance of the studies (animal, human experiments, etc.) to be carried out within the scope of the project,

**Confidentiality agreement:** The contract signed between the University Personnel and the party(s) providing the service, which includes the conditions and responsibilities regarding the protection of the confidentiality of the information to be obtained or to be obtained within the scope of the Counselling Service to be provided by the University Staff working within the university

**University:** Istanbul Medipol University.

**Institution Share:** The University Staff's benefit from the university's infrastructure opportunities and brand value during the period of the Counselling Service, as well as the share received as overtime fee for the University Staff's time in the Company/Institution/Organization,

**Service Fee:** Expenditure items such as human resources (scholarship, post-doc, etc.), travel-accommodation-conference, materials-equipment, other (stationery, etc.) within the scope of the Counselling Service to be provided by the University Staff to the Firm/Institution/Organization,

**Incremental Slice Calculation:** University Personnel and Institution Share payments are calculated after deducting the project costs from the VAT excluded amount. It expresses the ratio of University Personnel and Institutional Share to be applied according to the determined budget range (for the budget up to 50,000 TL per University Personnel, the ratio of University Personnel - Institutional Share is 75% - 25%, between 50,001 TL - 150,000 TL, respectively; 65% - 35%, 150,001 TL and above 50% - 50%, respectively,

**Counelling Service Approval Form:** The right of the advisor to provide Counselling Services

The form has been approved by the University-TTO and includes the service details and of which the university is an affiliate.

# SECOND SECTION Basic Principles

## Follow-Up of the Counselling Process

**ARTICLE 5 – (1)** The principles and processes in this instruction, the preparation of the Counselling Service, the Counselling

It is audited and executed by the TTO, covering the contract and operational phases.

**(2)**The original copies of the Counselling Agreements prepared and controlled by the TTO or the signed copies are archived by the TTO.

## Priorities

**ARTICLE 6- (1)** The priorities of the University Staff are, in any case, education, research and scientific work. Counselling Services to be provided should not devalue these priorities.

## Responsibilities

**ARTICLE 7 – (1)** The responsibility for providing the service in the Counseling Agreement rests entirely with the University Staff.

* 1. The university, with its corporate identity, does not take any responsibility for the Counselling Service to be provided against the University Personnel or to the Company/Institution/Organization to be served, and it is not deemed to have made any commitment.
  2. The Counselling Agreement does not reduce or change the responsibilities of the University Personnel, who will serve under the said contract, in the employment contract between the university and itself.

## Constraints for Counseling

**ARTICLE 8** – **(1)** Counseling Services to be provided can occupy at most 20% of the total working hours of the University Staff (for University Staff, a maximum of 1 full day per week, a total of 52 days per year including annual leaves). This period can be increased with the approval of the Rectorate if the service provided for the university has strategic importance.

1. Persons who are full-time University Staff should not assume any managerial (administrative) title and responsibility within the scope of these services.
2. Research results, educational materials, etc., produced due to education and research activities at the university, resources cannot be used as part of the Advisory Service.
3. Information (institutional, administrative, financial, etc.) that is not made public by the university and obtained by working within the university cannot be used for profit within the scope of the Counselling Service.

## Use of University Resources

**ARTICLE 9 - (1)** Unless specified in the Counselling Agreement during the Counselling Service, other employees, venue, device and infrastructure of the university cannot be used. Service procurement from the university for such uses, etc. options should be considered.

## Multiple Advisors Working Together

**ARTICLE 10 – (1)** Although it is preferred that a separate contract is made for each advisor, when necessary, more than one advisor in a single Counselling Contract, together with a graduate student who is permanent at the university as a scholarship student or a graduate student who receives a scholarship from the university, their names or qualifications are included in the Counselling Contract may take place.

**(2)** It is not necessary to specify in the contract at what rate the cost of the Counselling Contract will be shared among the Advisors. However, if this information is not specified in the Counselling Agreement, the share amount is notified to the University -TTO at the time of payment to the Advisors.

## Criteria for Providing Counselling Services

**ARTICLE 11 - (1)** Counseling Service to be provided by University Staff

must be approved by the dean of the faculty or administrative unit.

## Counselling Service Fee and Corporate Share

**ARTICLE 12 –** The cost in the Counselling Agreements (Counselling Service fee + VAT) is deposited by the Firm to the university's account specified in the Counselling Agreement, in return for the invoice to be issued by the university.

1. The University Personnel providing counselling services are benefited from the counselling service fee within the framework of the principles stated below.
2. Within the scope of the Counselling Service, if any, scholarships of the scholars working with the advisor, travel, material, equipment, service procurement, royalty, premium, etc., related to the Counselling. Expenses are paid from the Service Fee (Inventory received within the scope of the Advisory Service is recorded in the name of the university. However, provided that it is stated in the Counselling Agreement, the devices that are required to be procured and delivered to the Firm/Institution/Organization within the scope of Counselling in accordance with the advisor's obligations in the Counselling Contract are not recorded as fixtures at the university and are delivered directly to the relevant institution).
3. After the VAT is deducted from the remaining amount, the Institution Share and the Counselling Service fee of the University Personnel(s) (separately for each University Personnel) is calculated based on the Incremental Tranche as specified in Table 1 and paid to the parties.

Table 1. Incremental Slice Calculation

|  |  |  |
| --- | --- | --- |
| Incremental Slice Calculation Range | Institutional Share Ratio | University Staff Ratio |
| ≤ 50,000 TL | 25% | 75% |
| 50,001 TL - 150,000 TL | 35% | 65% |
| ≥ 150,001 TL | 50% | 50% |

1. The moment this instruction comes into force will apply to all remaining payments of the current Counselling Contracts.
2. Calculation and distribution of the University's Institution Share and the University Personnel's share can be made when the project is completed after all expenses have been paid or when interim payments are made by the Firm/Institution/Organization. If it is to be made after the interim payments, the share of the University Staff is calculated by applying legal deductions and transferred to their account. At the same time, the University Institution Share is calculated and transferred. However, in this case, while this calculation is being made, the estimated amount foreseen for the project expenditures (scholarship, materials, equipment, travel, accommodation, etc.) planned in the following months is calculated by the advisor. This amount is kept in the project budget to be spent on related matters before the advisor's share, and the institution's share is calculated.
3. If the University Staff leaves the university, the University Staff's shares are paid in the 3 above, provided that the said University Staff fulfil their responsibilities in the Counselling Agreements and the Counselling Agreement remains in force with the acceptance approval of the Firm/Institution/Organization receiving the Counselling Service, it can be transferred to their accounts within the framework of paragraph 3.
4. In exceptional cases, such as when more than one institution (public, university, etc.) works together or in a project of strategic importance for the university, the burden created by the Institution Share ratio in the project budget becomes an obstacle to contracting,

Reducing the 50% Corporate Share rate specifically for the project, with the approval of the Rectorate

may be possible.

1. The university can provide external services to the University Staff, and the university can provide support to other projects by covering some expenses (counselling, scholarship, etc.) in projects carried out in another institution. However, since the university is not a commercial institution, the payment to be made should not include more than 10% of the Institution Shares, regardless of the nature of the stakeholder institution and its internal legislation. This situation; is not valid in the case of binding legislation requiring support above this rate in cooperation with public institutions.

## Counselling Service Period

**ARTICLE 13 - (1)** There is no upper or lower time limit regarding the duration of the service specified in the Counselling Agreement.

## Identification of Sub-Services

**ARTICLE 14 – (1)** In some cases, the outsourced service may include more than one sub-service (counselling, training, etc.) or incremental work (project preparation service, project counselling service, etc.).

**(2)**In this case, the Counselling to be given during the preparation phase of the project to be applied for can be handled separately from the Counselling to be provided during the project and recorded with a separate contract, or by specifying both services in a single contract,

, the continuation of the service can be linked to the acceptance of the project for which the application is made.

## Intellectual Property Rights

**ARTICLE 15 - (1)** Intellectual property, publication, etc. rights are arising within the scope of the Counselling Service provided by the University Staff without using the university's resources are outside the scope of the University's Intellectual Property Rights Management Instruction, unless otherwise specified in the Counselling Agreement and without prejudice to the provisions in other laws.

## Use of the University's Name and Logo

**ARTICLE 16 –(1)** The University cannot be presented as a service provider within the scope of the Advisory Service, and the university's name and logo are not used in activities.

**2)** However, for communication, the information of the University Staff in the university

## Sharing of Counseling Outcomes

**ARTICLE 17 - (1)** If the name of the University Staff is used for publication, speech, etc., of the information obtained at the end of the Counseling Service. Suppose it is going to be included in the sharings made via ways. In that case, a statement should be included next to the name of the advisor, such as “The contribution to this study was not fulfilled as part of his responsibilities at the university and was provided within the scope of a separate counselling service”.

## Counselling in Sales and Marketing Services

**ARTICLE 18 - (1)** Counselling Services cannot accommodate sales and marketing activities in any field or sector.

## Counselling Services in Diagnosis-Treatment Institutions

**ARTICLE 19 - (1)** University Personnel working in medical branches cannot provide Counselling Services in diagnosis-treatment institutions.

## THIRD SECTION

## Method

Counselling Agreement Preparations

**ARTICLE 20 – (1)** University Personnel who want to provide Counseling Services fill out the Counseling Service Approval Form to specify the basic information about the Counseling Service they will provide and submit it to the TTO.

1. Taking into account the information specified in the Counselling Service Approval Form, TTO makes a preliminary examination regarding the compliance of the relevant University Personnel and the service it will provide with the Counseling Service criteria of the relevant faculty, and submits it to the Faculty Dean and the Rectorate for the final decision together with its determinations.
2. With the approval of the Dean's Office and the Rectorate, Counselling Agreement negotiations are started, including the TTO for the Counselling Service.

## Signing the Counselling Agreement

**ARTICLE 21 – (1)** For Counselling Services, if there is no other requirement, the Counselling Agreement template prepared by the University -TTO is used.

1. The Counselling Agreement also includes the Confidentiality Agreement; however, when necessary,

a Confidentiality Agreement can be signed before starting the negotiations.

1. The Counselling Agreement agreed upon by the parties is signed by the Firm/Institution/Organization requesting Counselling,

University Personnel and University Rectorate.

## Termination of the Counselling Agreement

**ARTICLE 22 – (1)** The conditions under which the Counselling Contract can be terminated are specified in the Counselling Contract. Contracts that must be cancelled following these terms may be cancelled.

**(2)** Canceled Counselling Agreements by the TTO is reported to the

Dean's Office and the Rectorate.

## Records

**ARTICLE 23 - (1)** All documents, signed and/or sealed forms and documents sent to the Funding Firm/Institution/Organization are archived by TTO.

# FOURTH SECTION

## Enforcement

**ARTICLE 24 – (1)** This instruction enters into force from the date it is accepted by the Istanbul Medipol University Senate.

**(2)** As of the effective date of this instruction, “ISTANBUL MEDIPOL UNIVERSITY COUNSELING SERVICES INSTRUCTION” dated 31/07/2018 and numbered 2018/23-01 has been repealed.

## Execution

**ARTICLE 25 – (1)** The provisions of these instructions are executed by the Rector of Istanbul Medipol University.

\* Accepted by the University Senate's decision dated 08/05/2020 and numbered 2020/07-02.