#  T.C.

 ISTANBUL MEDIPOL UNIVERSITY

INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS MANAGEMENT INSTRUCTION\*

 FIRST SECTION

 General Provisions

Aim

**ARTICLE 1- (1)** Istanbul Medipol University (University);

* Defined in Law No. 2547 and other relevant legislation; teaching staff (faculty members, lecturers, lecturers, teaching assistants and foreign lecturers) and students and interns,
* All employees and administrative personnel serving within the framework of Labor Law No. 4857 and other relevant legislation, a private law contract or a similar legal relationship,

Intellectual and industrial property rights arising from "Inventions Made in Higher Education Institutions" or "Inventions Covered by Inventions Made in Higher Education Institutions" or "Inventions of Employees" or "Inventions Emerged in Publicly Supported Projects" will be in accordance with the interests of the inventors and the University and to determine the rights and responsibilities regarding the transfer/commercialization of the invention/technology.

1. To create a pool of intellectual and industrial property that will develop continuously and establish the model for the continuous and successful transfer of these inventions/technologies to the public and private sectors, provided that the university's academic mission is prioritized and the value therein is preserved.

# Scope

**ARTICLE 2 – (1)** This instruction, within the University; includes working faculty, students and interns, all other university employees/administrative staff.

* 1. This instruction covers the instructors, students and interns;
		+ During the period when his relations with the university continued,
		+ As a result of scientific studies and research carried out at the university,
		+ Based on his experience and studies at the university,
		+ Using university tools and equipment
		+ With the University and/or any funding source,

It covers all intellectual and industrial property rights (such as patents, utility models, designs) and registration processes related to the inventions/service inventions they have developed.

* 1. All university staff and administrative staff, except university lecturers, students, interns;
		+ During the period when the business relationship with the university continues,
		+ Due to his activities at the university,
		+ Within the fields of activity of the university,
		+ Based on the experience or studies of the university,
		+ Using university tools and equipment
		+ With the University and/or any funding source,

it covers all intellectual and industrial property rights (such as patents, utility models, designs) and registration processes related to the inventions/service they have developed.

* 1. It does not cover the intellectual and industrial property of the academic staff, students, interns and university employees/administrative staff regarding their free inventions.
	2. It does not cover the copyrights of academic staff, students, interns and administrative personnel, such as works, books, ARTICLEs, publications, within the scope of the Law on Intellectual and Artistic Works (FSEK).

# Base

**ARTICLE 3 – (1)** This instruction includes the Higher Education Law No. 2547, the Industrial Property Law No. 6769, the Labor Law No. 4857, the Regulation on the Implementation of the Industrial Property Law No. 30047, the Regulation on Employee Inventions No. 30195, Inventions Made in Higher Education Institutions and Inventions Emerged in Publicly Supported Projects. It has been prepared based on other national legal regulations.

# Definitions

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

1. University: Istanbul Medipol University,
2. **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,
3. **Intellectual and Industrial Property Rights Licensing Office (FSMLO):** The unit within the body of TTO, which is responsible for following the intellectual and industrial property rights and commercialization processes for the studies carried out at the University, the protection of ideas/inventions or designs obtained from scientific research projects and generating income, and carrying out training and awareness studies on these issues,
4. **Applicant**: The natural or legal person who registers the invention or design subject to intellectual and industrial property rights in his name,
5. **Inventor/Inventor:** Lecturers, students and interns and university employees/administrative staff who contribute to the creation of intellectual and industrial property rights and who make/invent inventions as a result of scientific studies, projects, and research carried out at the University,
6. **Designer:** Instructors, students and interns, and university employees/administrative personnel who contribute to the creation of intellectual and industrial property rights and design as a result of studies, projects, and research carried out at the University
7. **Employee/Administrative Personnel:** University staff, excluding university lecturers, students and interns, who have a service relationship with the University in accordance with a private law contract or a similar legal relationship,
8. **Service Inventions or Designs:** Faculty members, students and interns within the university; inventions or designs within the scope of the second paragraph of the second ARTICLE of this instruction and the employee / administrative personnel; Inventions or designs within the scope of the third paragraph of the second ARTICLE of this instruction,
9. **Free Inventions or Designs:** Other inventions or designs other than service inventions or designs,
10. **Inventions Made in Higher Education Institutions and Inventions Made in Higher Education Institutions:** Within the framework of the law numbered 2547, teaching staff, students and interns; Inventions made as a result of studies or researches carried out at the University, or based on the experience and studies gained at the University, or by using the University's resources, tools and equipment or similarly,
11. **Invention Notification Form (BBF)**: The form in which the official notification of the invention is made to the TTO, which starts the intellectual and industrial property rights protection application process, which includes the information about the invention and the inventor, and if necessary, includes the drawings,
12. **Design Notification Form (TBF):** The form in which the official design notification is made to the TTO, which starts the intellectual and industrial property rights protection application process, which includes the design and the owner of the design, and if necessary, includes the drawings,
13. **Innovation Research Report (YAR):** The report containing the results of the worldwide patent research of the TTO or the patent office or the patent expert on whether the invention has an element of innovation,
14. **International Research Report (UAR):** The report containing the results of the international research conducted around the world by one of the offices accredited as the International patent research authority on whether the invention has an element of innovation,
15. **Contracted Patent Office Pool (APOH):** A pool of patent offices selected according to their fields of expertise that have a service contract with the university,
16. **Intellectual and Industrial Property Rights Service Agreement (HS)**: In case of service procurement, the scope of the service, the place and form of the service, the duration of the service and its budget, etc. and the contract signed between the relevant company/person and the university, containing information,
17. **Confidentiality Agreement (GS)**: The contract signed between the parties to which the service is provided, which includes the conditions and responsibilities for the protection of the confidentiality of the invention, design, or information to be obtained by the academic staff, students, interns and administrative staff within the university,
18. **Intellectual and Industrial Property Rights Revenue Sharing Agreement (GPS)**: The agreement between the University and the inventors or designers who contributed to the invention and regulating the issues regarding the sharing of the income to be obtained from the commercialization of the invention or design,
19. **License Agreement (LS):** Bilateral agreement in which the licensor gives the licensee the right to use it for a specific price,
20. **Exclusive License Agreement (ILS):** The contract that provides the license right to a single person/institution,
21. **Non-Exclusive License Agreement (IOLS):** The contract that provides the right of use to more than one person/institution on the patent so that the applicant's right continues,
22. **Intellectual Property (IP)**: The general state of the property, which consists of two components as copyright and industrial intellectual property,
23. **Copyright (TM)**: Literary and artistic works created by all kinds of intellectual labour, such as computer programs, [information,](https://tr.wikipedia.org/wiki/Bilgi) the legal right to use and copy the intellectual creation,
24. **Industrial Property (SM)**: Registered property rights such as patents, utility models, brands, designs, geographical indications, integrated circuit topographies,
25. **Intellectual and Industrial Property Board (FSMK)**: The committee that evaluates the registration of the inventions/designs created by the employees by the University within the framework of intellectual and industrial property rights and decides how the future income of the invention/design will be shared between the University and the owners of the invention/design,
26. **Intellectual and Industrial Property Appeal Board (FSMİK):** The board that examines and decides on the objections made against the decisions made by the FSMK,

**aa) Institution:** The Turkish Patent and Trademark Office, which carries out the transactions and registrations related to the protection of Industrial Property Rights,

**bb) Invention Bonus (BP)**: A one-time payment made by FSMK to the invention/design owner as an alternative to the revenue sharing model, in an amount determined by FSMK,

**cc) Revenue Sharing Model (GPM)**: The model that indicates the income distribution to be obtained from the commercialization of the invention/design within the framework of GPS, concluded between the university and the owners of the invention/design,

**dd) Technology Transfer/Commercialization**: Refers to the transfer/transfer of ownership or right of use to the public or private sector, including intellectual and industrial property rights, transfer, license, start-up, spin-off company or in any other way.

# SECOND SECTION

# Basic Principles

Monitoring Intellectual and Industrial Property Processes

**ARTICLE 5 – (1)** The principles and processes in this instruction and all processes regarding protecting intellectual and industrial property rights are supervised and executed by the TTO.

1. If deemed necessary during the registration processes, TTO may receive expert support from external sources.
2. All powers and responsibilities of FSMK belong to the Office of the Rector during the period when FSMK does not constitute it.

# Priorities

**ARTICLE 6 – (1)** The priorities of the teaching staff, students and interns and working/administrative staff are, in any case, education, research and scientific studies and the activities of the university. Activities in the process of registration of the invention and transfer of technology should not devalue these priorities.

# Responsibilities

**ARTICLE 7 – (1)** TTO is authorized and responsible for executing and monitoring all intellectual and industrial property processes on behalf of the University. TTO does this with its sub-unit, FSMLO.

1. Invention or design owners, if they are academic staff, students, interns or employees/administrative staff within the University, to notify their invention or design without delay

is obliged to apply to TTO in writing. The aforementioned written notification must be filled in the Medipol Invention Notification Form (BBF) or the Design Notification Form (TBF) with a wet signature

must be carried out by submitting the original to TTO.

1. Inventors or design owners fill in the BBF or TBF in the most detailed way, submit the technical and scientific documents and information needed during the registration process within 1 (one) month upon request by the TTO, and submit the invention or design to FSMK if requested

responsible for making an explanatory presentation. Also, how does your invention or design

performed and whether it has a service/free invention or design qualification and its justifications are also presented in the BBF.

1. Persons at different universities, institutions or organizations of the invention or design

the invention or design owners, separately, to the University or institution or organization where each of them is involved,

without delay and in writing.

1. Process for common inventions or designs made by members of different universities, institutions or organizations; In line with the decisions to be taken by mutual agreement between the relevant university, institution or organization (the relevant university institution or organization

own regulations reserved).

1. Inventors or design owners; In case they have realized the invention or design by using the facilities of different institutions outside the University, the invention or design notification to the University and the institutions or organizations from which they benefited, separately,

they must do so without delay and in writing.

1. Inventors or design owners must submit a patent/utility model/design application within 1 (one) month from the date of application, if they have applied for a patent/utility model/design regarding the invention made as a result of scientific studies or research conducted at the University or during their relationship with the University. They are obliged to notify the TTO in writing.
2. Inventors or design owners; If a patent/utility model/design application has been made without notifying the University, due to failure to fulfil the invention or design notification obligation in accordance with the legislation, it is responsible for the damages against the University.
3. Project Coordinators/Project Directors are responsible for making the invention notification to TTO without delay and in writing, if inventions are obtained from projects carried out within the university.
4. FSMLO is responsible for organizing FSMK meetings, presenting BBF and TBF to FSMK, and running the FSMK secretariat.
5. FSMLO is responsible for organizing FSMIK meetings, submitting objections against FSMK decisions to FSMIK, and running the FSMIK secretariat.
6. If FSMK decides the invention or application of the University for entitlement and service invention; TTO has to notify this decision in writing to the inventors within 4 (four) months from the date of receipt of the invention or application notification to the TTO. Otherwise it is accepted that the invention is a free invention.
7. Inventors can object to the University's decision regarding entitlement, within 2 (two) months from the notification date of the decision by claiming that their invention is free, together with the relevant documents. FSMİK gives its decision on the objection within 2 (two) months from the notification date of the objection. Otherwise, the invention is regarded as a free invention. The decision made is notified to the inventors by the TTO without delay, along with its justifications.
8. The University has to apply for a patent/utility model within 4 (four) months from the date of FSMK's decision on the right ownership and service invention of the University, and within 6 (six) months at the latest from the decision date in case the inventor and the University agree. Otherwise, the invention is regarded as a free invention.
9. All kinds of registration, registration and registration of the inventions that are decided by the FSMK to be a service invention with the decision of the University's rightful claim, design or application notification and

commercialization costs are covered by the University, according to the University's entitlement ratio.

1. In the applications for registration of inventions decided to be service inventions by FSMK, the University applicants, and the teaching staff, students, interns and administrative personnel who reveal the invention are included as the Inventor.
2. How long, in which countries, to what extent, etc., registration will be protected, and in this context, the registration and registration fee payments, etc. FSMK decides on the early termination of the protection processes of inventions and other issues that it deems necessary by reviewing the issues.
3. Suppose the University wishes to renounce the application or patent right. In that case, it notifies the inventors of its proposal to take over the application or patent right before making a waiver request from the Institute. If the inventors do not respond within 1 (one) month from the date of notification on this matter or do not accept the offer, the patent application or the power of disposition on the patent belongs to the University, and the University may renounce its patent application or patent right. If the inventors accept the offer, the rights are transferred to the inventors free of charge.
4. If the higher education institution has claimed entitlement, they may make an application for the relevant invention to be protected in a foreign country as well. The University can assist the inventors in releasing the invention for foreign countries where they do not want to obtain a patent at the request of the inventor and requesting the inventor to obtain a patent in these countries. Release of the invention is made within a reasonable term to not exceed the term of preemptive right.
5. FSMK decides whether to make License Agreements as ILS or IOLS.
6. TTO is responsible for the establishment of the Contracted Patent Office Pool (APOH).
7. On behalf of the University, TTO is authorized and responsible for carrying out the transfer and commercialization of the registered/current invention/technology.

# Intellectual and Industrial Property Board (FSMK)

**ARTICLE 8 – (1)** FSMK consists of at least 5 (five) permanent members and 3 (three) alternate members.

1. The Rector and TTO manager are permanent members. Permanent members and permanent and alternate members other than the Rector are appointed by the Rector for 2 (two) years upon the recommendation of the TTO.
2. FSMK, when deemed necessary, may invite experts from the fields of expertise required by the negotiation subjects to the session to receive their opinions.
3. FSMK holds its meetings with the participation of at least 3 (three) members, and the decisions are taken by the majority of the votes of the participants.
4. FSMLO runs the FSMK secretariat. When necessary, it enables a Patent specialist from APOH to attend FSMK meetings.
5. FSMK decides on the right ownership of the University, whether the invention or design is a service invention or a free invention, the type of protection, the duration of protection, the National/International stage and the scope of protection. In these countries, it should be protected, commercialization/licensing, etc. gives.
6. FSMK may review its decisions within the process and/or, depending on the development of the process and make new decisions.

# Intellectual and Industrial Property Appeal Board (FSMİK)

**ARTICLE 9 – (1)** FSMK consists of at least 5 (five) permanent members and 3 (three) alternate members.

1. The Rector is a permanent member. Members other than the Rector are appointed by the University Senate for a period of 2 (two) years upon the recommendation of the Rector.
2. FSMK, when deemed necessary, may invite experts from the fields of expertise required by the negotiation subjects to the session to receive their opinions.
3. FSMİK holds its meetings with at least 3 (three) members and the decisions are taken by the majority of the members attending the meeting.
4. TTO Director and/or FSMLO expert may attend FSMIK meetings, depending on the relevant situation of the objection.
5. FSMLO runs the FSMIK secretariat.
6. FSMİK examines and decides on the objections of inventors against FSMK decisions. This board; On behalf of the University, it is the upper and last authority that examines and decides on the objections of inventors.

# THIRD SECTION METHOD

Invention or Design Statement

**ARTICLE 10 – (1)** Invention Notification Form (BBF) and Design Notification Form (TBF) prepared by the TTO are filled by the owner of the invention or design, including all detailed documents and information about his invention or design, and delivered to TTO as a printed and signed original.

1. In case there is more than one inventor or designer, the rights of the inventors or designers on the invention or design are determined by mutual agreement and these rates are written in the BBF or TBF.
2. The owners of the invention or design are notified in BBF or TBF together with the reasons how the invention or design was discovered, whether it is a service invention or a free invention.
3. TTO records the BBF and TBF delivered to it and notifies the inventors of the date and number of this notification, without delay and in writing.
4. If BBF or TBF is missing, TTO notifies the inventor or design owner that the deficiencies are corrected within 2 (two) months. The owners of the invention or design shall correct these deficiencies within 1 (one) month and convey them to the TTO.
5. In the inventions that are financed by public institutions and organizations, and supported by a cooperation agreement, protocol or all kinds of contracts signed for grants, scholarships or any support, covering experimental studies, research and development and similar activities, the purpose and scope of which are defined in the project; The university's academic staff, students and interns benefiting from the project support are obliged to submit the BBF to the TTO and the supporting institution and organization without delay.

# Evaluation of the Invention's Suitability for Registration and Registration Application Process

**ARTICLE 11 – (1)** TTO notifies the inventor of the invention notification submitted with BBF to be evaluated in FSMK, and the full or partial claim of the university if it is a service invention, to the inventors within 4 (four) months from the date of the invention notification.

1. TTO makes the preliminary evaluation of the BBF and the innovation research of the inventions that pass the preliminary evaluation or decides that a patent office within the APOH should conduct the innovation research.
2. TTO presents BBFs that are found positive in YAR to FSMK, and also informs FSMK about all BBFs whose TTO pre-assessment (conformity in shape) or YAR's is negative.
3. FSMK evaluates the scientific and commercial aspects of the invention or design. If necessary, he can request a presentation from the inventor to explain his invention.
4. In case the FSMK does not decide within 4 (four) months following the delivery of the BBF to the TTO or the notification of the registration application previously made by the inventors to the TTO, the invention becomes a Free Invention. In this case, the inventor may, if he wishes, purchase services from the TTO instead of other patent offices and perform the registration procedures again through the TTO.
5. Inventors can submit their objections, if any, to the TTO within 2 (two) months against the decision of the FSMK regarding the service invention or the claim of the University. TTO informs the inventors of the decision by ensuring that the objection is discussed at FSMİK and decided within 2 (two) months.
6. Within 4 (four) months following the service invention to be taken at FSMK and the decision of the University, or in case of agreement with the inventors, within 6 (six) months at the latest from the decision date, TTO makes the patent/utility model application.
7. Patent/utility model application made by inventors without an invention notification to TTO; TTO is notified in writing within 1 (one) month from the date of application. TTO submits the previously made application notification to FSMK. If the University's entitlement decision is taken in FSMK, the University notifies the Institute within 4 (four) months from the date of the decision that the patent/utility model application will be accepted as its application and processed. Otherwise, the invention is considered a free invention. Ownership of rights Regarding the invention transferred to the University; The inventors submit all the information and documents related to the application and the information and documents needed in the related processes to the TTO.
8. GPS is signed between the inventors and the University during the registration application process for the service inventions claimed by the University.
9. If FSMK decides that the invention or design is a service invention, the inventor is advised to choose either the Invention Bonus or the Revenue Sharing Model. FSMK decides to offer the Invention Bonus to the inventor as an alternative to the Revenue Sharing Model. The amount of Invention Bonus to be given to the inventor or designer is determined by FSMK separately for each invention, and GPS is signed between the parties.
10. If the inventor or designer applying to FSMK with BBF or TBF is not a member of the University or if the invention/design is accepted as a free invention, one of the following two methods can be chosen according to the preference of the University and the inventor/designer;
11. For the registration processes, service can be provided by signing HS between the inventor and TTO.
12. Registration services can be provided free of charge by drawing up a contract in such a way as to ensure that the university has the right to a rate to be determined by the FSMK on the license belonging to the invention.

# Registration of Invention or Design

**ARTICLE 12 – (1)** In case the invention is a service invention, all processes regarding the protection registration are carried out by the TTO.

1. The University covers the direct/indirect costs of the inventions, such as the registration fee and annual fee, of the inventions whose application and registration processes are approved by FSMK to be carried out by the TTO.
2. TTO may receive support from other experts or contracted patent offices, if it deems necessary, depending on the nature of the invention to be registered and the area of expertise required.
3. Information is obtained from the inventor about the technical and scientific information that will be needed during the registration process.

# Licensing or Commercializing Invention/Technology/Design

**ARTICLE 13 – (1)** For the invention/design/technology to which the University is entitled as a service invention;

* 1. All kinds of sales-marketing activities such as promotion, marketing, participation in events such as fairs regarding the commercialization of the invention/design/technology are carried out by TTO.
	2. For these activities, TTO can outsource services such as sector-specific consultancy, field analysis, promotion and marketing, apart from its experts.
	3. Alternatives for timing and transferring different inventions together in the commercialization of the invention/design/technology are evaluated based on maximizing the financial expectation and sectoral impact.
	4. During the commercialization of the Invention/Technology, the Inventor's suggestions are also taken into consideration and information is given before the licensing takes place.
	5. During the commercialization of the invention/technology, the inventors have to give all kinds of support to the TTO.

# Invention Bonus

**ARTICLE 14 – (1)** If FSMK decides that the invention is a service invention and the University has the right, it may offer the Invention Premium option to the inventor as an alternative to GPM. If the investor accepts the invention premium, GPS is signed between the parties stating that the entire right ownership is the University, and the invention premium is given to the inventor.

**(2)** Invention Premium payment is paid within 2 (two) months following the official registration of invention applications.

# Incentive Award

**ARTICLE 15 – (1)** If FSMK decides that the invention should be a service invention and the University makes a full claim and the owner of the invention is the employee/administrative staff; An incentive award is given in the amount of 1 (one) net minimum wage. The incentive award is paid to the employee/administrative staff within 2 (two) months at the latest from the date of receipt of the "formal conformity" notification regarding the application made to the Institution.

# Sharing Commercialization/Licensing Revenues

**ARTICLE 16 –** (1) The net income generated by the commercialization of "Inventions Made in Higher Education Institutions" and "Inventions Covered by Inventions Made in Higher Education Institutions"; is shared at the following rates within the framework of the GPS signed between the inventors and the University following the University's claim for entitlement:

For Patent/Utility Model;

* 35% To Inventors/Inventors
* 65% to University
1. In employee inventions, the University's net income from the commercialization of the invention; is shared between the inventors and the University within the framework of legal regulations and GPS to be signed.
2. In the designs of Employees, Students and Interns, the net income that the University will generate as a result of the commercialization of the design; is shared between the inventors and the University within the framework of legal regulations and GPS to be signed.
3. Net income from designs made by instructors; is shared at the following rates within the framework of the GPS to be signed
	* 50% to Designer
	* 50% to University

# Normal, Exclusive / Priority Use of License Right

**ARTICLE 17 – (1)** If the registered invention is developed within the scope of a project for which funding is received, the provisions regarding the intellectual and industrial property rights and the use or priority/exclusive use of the registered right shall be based on the contract made with the institution providing the funding support or the relevant laws and regulations.

1. If the University intends to produce technology related to the invention, the exclusive right to use the registered intellectual and industrial property belongs to the University. In this case, the revenues to be obtained from the license are also shared with the Inventor within the scope of GPS.
2. The university does not plan to carry out technology production activities related to the invention; however, if the Inventor intends to carry out an entrepreneurial activity in this field, priority is given to the entrepreneurial activity of the Inventor in transferring the invention to the sector.
3. In the absence of the above conditions, local resources are preferred for the commercialization or transfer of technology, but the University is free to commercialize as it wishes.

# FOURTH SECTION

 Confidentiality, Sanctions, Adjustment and Records

Obligation to Provide Information and Confidentiality

**ARTICLE 18 – (1)** Inventors are obliged to provide the documents and information required by the University in the application and registration processes of the FSMH and its commercialization efforts.

**(2)** Inventors are obliged to keep the information regarding the invention notified to the TTO confidential for the duration of the University's legitimate interests.

# Sanction

**ARTICLE 19 – (1)** If the University is an Applicant; Any disclosure, publication and sharing regarding the relevant Patent/Utility Model/Design Application cannot be made without the written consent of the University. Otherwise, intellectual and industrial property rights will be legally sanctioned by the University.

# Adaptation

**ARTICLE 20 – (1)** Transactions regarding the invention notification made before this instruction enters into force are made in accordance with the provisions of this instruction, unless there is a special contract requiring otherwise.

**(2)** For all matters not included in this instruction, relevant laws, regulations and legal regulations are applied.

# Records

**ARTICLE 21 – (1)** All documents, signed and/or sealed forms and documents related to Intellectual and Industrial Property Rights processes are archived by TTO.

FIFTH SECTION

Enforcement and Execution

**ARTICLE 22** **– (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; dated 03/05/2016 and numbered 2016/10-01, “T.C. ISTANBUL MEDIPOL UNIVERSITY INTELLECTUAL PROPERTY MANAGEMENT INSTRUCTION” has been repealed.

**Execution**

**ARTICLE 24 (1)** The provisions of this instruction is executed by the Rector of Istanbul Medipol University.

\* Accepted with the decision of the University Senate dated 05/12/2017 and numbered 2017/35-04.