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TED UNIVERSITY

DIRECTIVE ON INTELLECTUAL PROPERTY RIGHTS

Section 1: Objective and Scope


Article 1:

1. The objective of this regulation is to designate the rules and procedures for protecting the intellectual rights produced as a result of scientific studies conducted by TED University staff members and students and/or studies conducted within the scope of TED University; determining the ownership conditions of intellectual rights between natural and/or legal persons and TED University; establishing basic principles related to the protection and commercialization of intellectual rights and managing the processes related to intellectual property rights.
2. This regulation covers the patents, utility models, designs, know-how and inventions to be protected as confidential information produced by full-time or part-time faculty and employees of TED University, graduate and undergraduate students, pre-doctoral or post-doctoral researchers.

Section 2: Definitions and Abbreviations

Article 2: Certain terms and abbreviations used in this document are given below:

- a) **ATID:** TED University Directorate of Research, Technology and Innovation
- b) **Applicant:** The University which applies for registration to the relevant authority for all inventions except for free invention according to the present regulation.
- c) **Invention:** An output of idea generation developed for the solution of a technical problem.
- d) **Invention Disclosure Form (IDF):** The form (KYS-ATID-FR-15-InventionDisclosureForm) to be submitted for official invention disclosure to the ATID including information on the invention and inventors and the drawings if any.
- e) **Invention Owner(s):** University faculty as defined at the *Law on Higher Education*, all university students including graduate and undergraduate students, exchange students and interns; all employees of the University including full-time and part-time, covenanted and tenure, specialists, temporarily assigned staff members, honorary members, visiting faculty and retired staff members, employed by the University in an academic, administrative or a project-based duty or studying at the University who have come up with an invention which can be subject to Intellectual Property Rights according to the present regulation, using University resources or not, being participants of any kind of project or study implemented or contributed by the University, including those funded by external sources.
- f) **Employee:** Person assigned at the University's service, excluding faculty members, in line with a business contract, special legal contract or a similar legal association and liable to carry out this service assignment with self-devotion in a way requested by the University.
- g) **Intellectual Property Right:** Inventions which can be protected with patent, utility model, design certificate and know-hows and commercial secrets to be protected with confidentiality agreement.
- h) **Intellectual Property Rights Commission (IPC):** TED University Intellectual Property Rights Commission.


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- i) **Intellectual Property Rights Commission of Appeals (IPCA):** TED University Intellectual Property Rights Commission of Appeals.
- j) **Confidentiality Agreement:** The agreement (KYS-ATID-FR-18-ConfidentialityAgreement) to be signed between the inventor(s) and the ATİD, containing terms and responsibilities related to the protection of the invention or design created or confidentiality of information produced thereof by the inventor(s).
- k) **Service Invention:** Inventions within the scope of Articles 113/1 and 113/3 of the *Industrial Property Law* No. 6769, published in the *Official Gazette* No. 29944, dated 10.01.2017.
- l) **Public Funded Project:** Experimental studies as defined in the project; activities carried out by natural or legal persons funded via a cooperation agreement, protocol or a contract signed for grants, scholarships or any kind of support covering research & development and similar activities funded by public institutions
- m) **Board of Trustees:** TED University Board of Trustees
- n) **Faculty:** Instructors, lecturers and research assistants assigned at TED University.
- o) **Patentability Assessment Form (PAF):** The form that contains questions which utilize the assessment of the invention in terms of patentability criteria (KYS-ATID-FR-16 PatentabilityAssessmentForm)
- p) **Rector:** TED University Rector
- q) **Vice Rector (VR):** Vice Rector for the Research.
- r) **Free Invention:** All inventions except for the service invention
- s) **TEDUTECH:** TED University Technology Transfer Office
- t) **Commercialization Assessment Form (CAF):** The form that contains questions which utilize the assessment of the invention in terms of commercialization potential at the basic level (KYS-ATID-FR-17-CommercializableInventionAssessmentForm)
- u) **TPTO:** Turkish Patent and Trademark Office
- v) **TÜBİTAK:** Scientific And Technological Research Council Of Turkey
- w) **Third Parties:** Real and legal persons with whom the University, ATD, TEDUTECH, and inventors interact in the conduct and support of their scientific research and studies, and in the commercialization processes, including licensing.
- x) **University:** TED University
- y) **University Administrative Board:** TED University Administrative Board
- z) **CoHE:** Turkish Council of Higher Education

Section 3: Legal Basis

Article 3:

1. This Directive is based on the "*Industrial Property Law*" numbered 6769, which was adopted on 22.12.2016 and entered into force upon publication in the Official Gazette dated 10.01.2017 and numbered 29944, the "*Higher Education Law*" numbered 2547, which entered into force upon publication in the Official Gazette dated 06.11.1981, the "*Regulations on the Application of the Industrial Property Law*" published in the Official Gazette dated 24.04. 2017 dated 24.04.2017 and numbered 30047, "*Regulations on the Implementation of the Industrial Property Law*" published in the Official Gazette dated 24.04.2017 and numbered 30047 and "*Regulations on Employee Inventions, Inventions Made in Higher Education Institutions and Inventions Arising in*

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Publicly Supported Projects" published in the Official Gazette dated 29.09.2017 and numbered 30195.


Section 4: Implementation Guidelines

Article 4: Intellectual Property Rights Commission (IPC):

1. 1. A commission (IPR) consisting of at least 7 (seven) full members and 3 (three) substitute members appointed by the Rector under the chairmanship of VR, provided that each faculty is represented by at least 1 faculty member, is established to form opinions on Intellectual Property Rights processes.
2. VR and ATID Director are permanent members of the Commission, other members are appointed for a maximum of 3 years. If the members of the commission are to leave their primary duties at the University, their duties in the commission will expire immediately.
3. In case of need, the IPC may invite experts in the fields required by the meeting agenda to the meetings to get their opinions.
4. Decisions at IPC meetings shall be taken by majority of votes.
5. Decisions regarding inventions or applications are taken with the participation of at least 5 (five) members, provided that the representative of the relevant faculty is present at the meeting.
6. The IPC convenes as often as needed, but at least 2 (two) times a year, with the agenda to be prepared by ATID.
7. In case that there is an invention or application on the agenda of the IPC meeting where the University right ownership assessment will be discussed, the relevant *inventors* are to be invited to the meeting and are expected to make a presentation including IDF, PAF and CAF information. Then, the IPC forms its opinion in a closed session on whether the invention or application is a service invention or a free invention, the University's right ownership, the type of protection of the invention, the type of national/international application and the scope of protection, and in which countries the application should be made, and submits it to the approval of the University Administrative Board.
8. The IPC may review its decisions on an invention or application depending on the developments in the process and may formulate new decision proposals to be submitted to the University Administrative Board.

Article 5: Intellectual Property Rights Commission of Appeals (IPCA):

1. In order to evaluate the objections made by the *Inventor(s)* to the decisions of the University Administrative Board based on the IPC's opinion; a commission of at least three persons (i.e. IPCA) comprised of the Rector and at least two faculty members to be assigned by the Rector from the relevant technical field is to be established.
2. IPCA is to be chaired by the Rector.
3. IPCA members cannot be chosen among IPC members.
4. While forming its opinion on the appeal, the IPCA may receive opinions from experts within and outside the University, if needed.
5. The IPCA shall formulate its opinion on the matter and submit it to the University Administrative Board within 1 (one) month at the latest from the date the appeal is received in writing by ATID.


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Article 6: Administration, Monitoring, Auditing, and Appeals Procedures for Intellectual Property Rights

1. All procedures governed by this Directive are to be carried out by ATİD, monitored by the Vice Rector for Research, under the supervision of the Office of the Rector and the Board of Trustees.
2. ATİD and TEDUTECH may provide information and data about the processes subject to this Directive to official institutions and organizations and Third Parties deemed appropriate by the University in order to be used in national and international rankings, performance monitoring by funding and regulatory structures (such as TÜBİTAK and CoHE) and/or to develop cooperation.
3. During the processes subject to this Directive, the University may request assistance from real and legal persons outside the University in order to meet the need for expertise and capacity provided that ATİD needs it.
4. Inventors may file a signed and written objection to ATİD within 2 (two) months from the date of the right ownership decision to the decisions taken by the University Administrative Board regarding the Intellectual Property Rights to which the University is entitled as a Service Invention. In the appeal, all justification, explanatory information and evidentiary documents regarding the subject matter must be submitted by the *inventor(s)*. ATİD is responsible for submitting the appeal to the IPCA, forwarding the IPCA's opinion on the appeal to the IPCA for final decision and implementing the decision.

Article 7: Responsibilities and Authorities - Inventors

1. The *Inventor(s)* are obliged to notify ATİD of their inventions in writing without delay. This obligation remains valid for inventions made during/as a result of scientific studies or research conducted during the period of official relations with the University, even if the *Inventors* leave the University. In addition, this obligation remains valid for all kinds of projects, research and studies carried out by the University, including those funded from non-University sources, to which University resources are used or not used. Such written notification is made by filling out the IDF, CAF and Confidentiality Agreement and submitting the original signed and dated copies to ATİD.
2. The *Inventor(s)* are obliged to fill in the IDF and CAF in the most detailed manner, to provide the relevant authorities with all information and documents requested by ATİD during the application and registration process within 15 (fifteen) days at the latest from the date of request, and to make a presentation to the Intellectual Property Rights Commission, including the IDF and CAF information, explaining the invention.
3. If the *Inventor(s)* have made the invention by using the facilities of different institutions or organizations other than the University, they are obliged to notify the University and the institutions whose facilities they utilized separately, without delay and in writing.
4. In the event that the *Inventor(s)* have applied for a patent or utility model for the invention made as a result of scientific studies or research conducted during the period of official relations with the University, they are obliged to notify ATİD in writing within 1 (one) month at the latest as of the application date.
5. Regarding the inventions resulting from the activities funded by public institutions and organizations and supported by grants, scholarships or any cooperation agreement, protocol or any kind of contract signed for any support, including experimental studies, research and

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development and similar activities, the purpose and scope of which are defined in the project, the *Inventor(s)* who benefit from the project support are obliged to submit the IDF, *Confidentiality Agreement* and CAF to ATID, and only the IDF to the supporting institution and organization in writing without delay.


- Inventor(s)* are liable for damages arising against the University due to their failure to fulfill the invention notification obligation in accordance with the legislation or if a patent/utility model application is filed without notifying the University.

Article 8: Responsibilities and Authorities - ATID and Intellectual Property Rights Commission (IPC)

- ATID is authorized and responsible for carrying out and tracking all intellectual property rights processes on behalf of the University.
- ATID is in charge of administering the *Intellectual Property Rights* process, holding IPC meetings, conducting preliminary assessments on IDFs and CAFs submitted to it, reporting patentability and commercializability assessments to the IPC, and carrying out the IPC secretariat.
- The IPC is responsible for establishing whether the University has a claim to ownership of the invention or application submitted to it.
- In case the IPC decides on the University's claim of right ownership and service invention regarding the invention or application, ATID is obliged to notify the *Inventor(s)* of this decision in writing within 4 (four) months from the date of receipt of the written and signed invention or application notification. Otherwise, the invention becomes a *Free Invention*.
- ATID is obliged to file a patent/utility model application in which the University is the *applicant* within 4 (four) months from the date of the IPC's decision on the University's right ownership and service invention, or within 6 (six) months at the latest from the date of the decision if the *Inventor(s)* and the University agree. Otherwise, the invention becomes a *Free Invention*.
- The IPC has the right to decide on the actions to be taken in cases of infringement of rights arising from the unauthorized use by third parties of intellectual property rights protected in favor of the University.
- The IPC is obliged to formulate and submit to the University Administrative Board any decision proposal in the best interest of the University, including termination of ownership and commercialization of the Intellectual Property Rights to which the University is entitled as a Service Invention.

Article 9: Basic Principles

- For joint inventions made by TED University faculty, staff, and students and members of different universities, institutions, and organizations, a joint intellectual property agreement is to be signed and the principles regarding the method of protection, ownership, income, and cost sharing between the parties are to be determined and reconciled.
- For all inventions (*excluding Free Inventions*), the costs arising during the design/patent/utility model application, registration and follow-up stages and commercialization activities are covered by the University provided that the University has taken a decision on the right ownership. In cases of joint application by more than one person, institution or organization, the provisions of

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the contract to be signed between the parties shall be taken as basis for the sharing of right ownership, costs and revenues.

3. ATİD is required to prepare and submit detailed technology and market opportunity analysis reports to the IPC in the tenth month, third and fifth years after the application is filed for inventions and applications for which the University has been granted rights. The IPC prepares a decision proposal on whether the University will continue to have rights on the invention or application, the duration of protection, if necessary, narrowing and expanding the scope of protection by technical, functional, geographical, etc. criteria by evaluating these reports and, if necessary, taking opinions from experts on the subject and submits it to the approval of the University Administrative Board. In cases when situations such as invalidation of the invention, impossibility of registration or transfer request of the intellectual right arise, the IPC may evaluate the situation and formulate a decision proposal to terminate the University's right ownership without being bound by these periods and submit it to the approval of the University Administrative Board.
4. In determining the right ownership of the inventions defined in this directive arising as a result of the work carried out by the faculty, interns, students, and employees within the scope of a specific contract with other public institutions and organizations or private sector organizations, the provisions of the contract are taken as basis, reserving the provisions of the relevant laws and regulations.
5. Pursuant to Article 122- (1) of the Industrial Property Law No. 6769, inventions arising in projects supported by public institutions and organizations must be notified to the public institution providing support in accordance with the regulation. Within one year as of the date of this notification, the beneficiary of the project support shall notify the public institution in writing of their preference as to whether or not they claim right ownership over the subject matter of the invention. If the person benefiting from the project support does not claim right ownership within this period or does not make their preference regarding right ownership in writing, the public institution or organization providing support may take the right ownership for the invention. The beneficiary of the project support cannot make statements that may affect the granting of a patent or utility model for the invention until the process regarding the right ownership is completed.
6. For all matters not included in this Directive, the laws, regulations and legal legislation specified in Article 3 of this Directive shall be taken as basis.

Article 10: Commercialization of Intellectual Property Rights and Revenue Sharing

Regarding the Intellectual Property Rights to which the University is entitled as a Service Invention:

1. Promotion, marketing, valuation, and negotiation processes within the scope of commercialization activities are to be carried out by ATİD, and intellectual property rights that have reached the stage of licensing and/or transfer to third parties are managed by contracts to be signed via TEDUTECH.
2. ATİD and TEDUTECH may outsource services such as analysis, reporting, data preparation and visualization for the sector, and may become a member of sectoral networks if needed, in addition to its own experts in commercialization processes.


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3. ATID stays in contact with the *Inventor(s)* during the commercialization processes, takes their opinions and suggestions into consideration and informs them before the critical stages of commercialization processes such as licensing/transfer.
4. *Inventor(s)* are obliged to provide ATID and the relevant TEDU units and affiliates with the necessary information and documents and to provide all kinds of related support during the commercialization process of the Intellectual Property Right.
5. The revenue obtained as a result of the commercialization of the Intellectual Property Right, the net income obtained after deducting the preliminary evaluation of the invention made by the University, applications made to the official authorities for registration, follow-up fees and all kinds of expenses incurred for the invention during the commercialization processes is to be shared as 70% for the *Inventor* and 30% for the University. In case there is more than one *Inventor*, the share to be paid to the *Inventor* is divided among the *Inventors* according to the contribution rate of the *Inventors* to the invention stated in the IDF. Payments to the *Inventors* shall be made after deducting all relevant statutory taxes from the share allocated to the *Inventors*.
6. The University may commercialize the invention by licensing or transferring the invention to Third Parties, or it may carry out direct commercialization activities alone or by collaborating with Third Parties via TEDUTECH and/or by establishing a company for the invention in accordance with the laws. The right to use the Intellectual Property Right in any commercialization work belongs exclusively to the University in any way.
7. In case the *Inventors* aim to carry out commercialization activities by establishing a company, priority is given to the entrepreneurial activities of the *Inventors*. In this context, a License Agreement is to be signed between the University, TEDUTECH and the *Inventors* in accordance with the recommendation of the IPC and the decision of the University Administrative Board, which provides the right to grant exclusive or non-exclusive licenses and/or sub-licenses to the company to be established by the *Inventors* according to criteria such as certain duration, field of activity, geographical region. Pursuant to the License Agreement to be signed, the University and TEDUTECH shall not request any license income or shares from the company to be established by the *Inventors* for the first 3 (three) years after the contract signature date, and for each subsequent year, an annual license fee to be determined between the parties, provided that it is not less than 5% of the annual income of the company, shall be transferred by the company against the invoice to be issued to TEDUTECH.
8. In the event that the invention is developed within the scope of a project that receives funding support from outside the University or from other institutions together with the University, the provisions of the contract shall prevail, without prejudice to the provisions of the relevant laws and regulations.
9. When necessary, a confidentiality agreement is to be signed with third parties during the commercialization process.

Section 5: Confidentiality, Principles of Record Storage, Enforcement and Execution

Article 11: Confidentiality

1. *Inventor(s)*, the University and all relevant bodies of the University, including IPC, IPCA, ATID and TEDUTECH, are obliged to keep the information regarding the invention and/or application, which is notified to ATID in writing, confidential as long as the legitimate interests of the

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University continue. A confidentiality agreement is to be signed when the notification of the invention is submitted to ATİD.

2. *Inventor(s)* may publish, disclose and share all kinds of publications, disclosures and shares related to the Intellectual Property Rights to which the University is entitled as a *Service Invention* only upon written approval of the University. Otherwise, *Inventor(s)* shall be liable for any damages arising against the University.
3. All relevant persons who are aware of the invention are also obliged to keep the invention confidential and cannot disclose it to others and cannot benefit personally from the invention.
4. The same confidentiality provisions apply to other intellectual products covered by Intellectual and Industrial Property Rights, aligned with the specific nature of each intellectual product.

Article 12: Record Storage Principles

1. All documents related to intellectual property rights processes, including those signed and/or sealed, are to be maintained by ATİD in accordance with the University information and record retention principles.

Article 13: Enforcement

1. This Directive has entered into force along with its appendices on May, 27th, 2021 upon approval by the University Senate.

Article 14: Execution

1. The provisions of this directive are to be executed by the TED University Rector.

SENATE SESSIONS WHERE REGULATIONS OR AMENDMENTS ARE ADOPTED

DATE	DECREE NO.	EXPLANATION
27.05.2021	2021-14	First adoption