ISTANBUL NİŞANTAŞI UNIVERSITY

INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

DIRECTIVE

CHAPTER I

Aim, Scope, Principles and Definitions

Aim:

ARTICLE 1 – (1) The purpose of this directive is to regulate the procedures and principles regarding the protection, evaluation, management, commercialization, and distribution of Intellectual and Industrial Property Rights (IIPR) arising from research, development and innovation activities carried out within universities.

Scope:

ARTICLE 2 – (1) This directive covers the management of patents, utility models, brands, industrial designs, software, databases, and similar intellectual property rights as stated in the law, which arise as a result of scientific and creative activities carried out by academic staff, administrative staff and students working at universities.

Principles:

ARTICLE 3 – (1) This directive is in accordance with the Industrial Property Law No. 6769, the Law on Intellectual and Art Law No. 5846. It has been prepared within the framework of the Law on Works, the Regulation on the Implementation of the Industrial Property Law No. 6769, the Higher Education Law No. 2547 and other relevant legal regulations.

Definitions:

ARTICLE 4 – (1) In this directive;

University: Istanbul Nişantaşı University

Rector: The University rector,

INU TTO: The University Technology Transfer Office or relating to unit,

FSMH: Intellectual and Industrial Property Rights, patent, utility model, brand, design, copyright and similar rights,

Academic Staff: At the University duty teaching that does members and teaching staff,

Student: At university registered bachelor’s degree, higher license, and PhD students,

Administrative Employee: At university administrative on missions found Persons means income.

Invention: Any idea, method, process, device, or product that is innovative and original and provides a solution to a technical problem.

Invention Declaration Form: The standard form that the inventor fills out and submits to the relevant institution or organization to officially declare the invention he/she has made.

Inventor: The person or persons who make an invention and own the intellectual and industrial rights on that invention.

Employee: An employee who is in the service of another person pursuant to a private law contract or similar legal relationship. and this service relationship employers showed clear One process relating to aspect personal One dependence the persons and public officials who are obliged to fulfill their duties towards him,

Employee Invention: An invention made by an employee while performing his/her job or by benefiting from the employer's experience and work.

EPO: European Patent Office (Europe Patent Office) Europe in their countries valid patent An international organization that accepts, evaluates and manages patent applications and registration processes.

Intellectual and Industrial Property: All intellectual and industrial rights such as patents, utility models, brands, designs, and copyrights.

Service Inventions: Inventions made by the employee while performing the duties assigned within the scope of the employment contract or by utilizing the employer's knowledge and infrastructure.

Free Inventions: Inventions made by the employee using his/her own personal knowledge and skills, outside the scope of the employment contract, without using the employer's resources.

Registry: The official registration system or ledger in which inventions, patents, and related intellectual property rights are recorded.

Specification: Document submitted during the patent application, which describes in detail the technical features, innovations, and fields of application of the invention.

Commercialization: The process of bringing an invention or intellectual property right to market, licensing or selling it to convert it into economic value.

Claims: Sections in the patent application that define the technical features of the invention for which protection is sought and determine the scope of patent protection.

Patent Attorney: A professional person authorized in the field of intellectual and industrial property who specializes in the preparation, submission, and follow-up of patent applications.

PCT: Patent Cooperation Treaty

CHAPTER II

Ownership of Rights and Obligations of the Parties

ARTICLE 5 – (1) The FSMH entitlements arising from research and development activities carried out within the university are determined according to the following principles:

a. **Contribution of the University:** The university has rights over inventions, designs and other intellectual works obtained through the use of the university's financial, physical, intellectual or technical resources.
b. **Personal Works:** The rights of the works carried out with personal efforts and resources outside of the university facilities belong to the relevant academic staff, students or administrative staff.
c. **Partner Studies:** Suddenly more person by carried out in studies, right Ownership shares are determined by the agreement made between the partners. If there is no agreement, entitlement is determined according to the contribution rates.

Rights and Obligations of Istanbul Nişantaşı University:

ARTICLE 6 – (1) The University carries out the following in the protection, management, and commercialization processes:

a. To make the necessary applications for the commercialization of inventions developed by academic staff, students and administrative staff and the protection of intellectual property rights.
b. To carry out the evaluation and protection processes of inventions for which FSMH applications are made.
c. To ensure that the income obtained from intellectual property rights is shared fairly.
d. To organize awareness and training programs regarding conviction.

Obligations of the Employees:

ARTICLE 7 - (1) In the processes of protecting, managing and commercializing conviction, employees and students shall fulfill the following "on condition that they also comply with the provisions of the Regulation on Employee Inventions, Inventions Made in Higher Education Institutions and Inventions Made in Publicly Supported Projects":

1. Service invention is defined in Law No. 6769. When an employee makes a service invention, they are obliged to notify their employer in writing and without delay. The provisions regarding employees also apply to students and interns who receive unpaid services for an unspecified period of time. The employee is obliged to keep the service invention confidential unless it qualifies as a free invention. The employee is responsible for any damages incurred against the employer due to failure to fulfill the notification obligation. This damage also includes damages arising from profits arising from failure to notify and/or late notification.

2. The amount to be paid to university employees and students for their inventions cannot be less than one-third of the income obtained from the invention. However, if the subject of the invention is used by the public institution or organization itself, the amount to be paid, as a one-time payment, cannot exceed ten times the net wage paid to the employee for the month in which the amount is paid. If the invention is made by a student or intern, the entitlement fee will be assessed by the university administration.

3. The university may claim full or partial rights regarding the service invention. The university must notify the employee or student of this request in writing within four months of the employee or student completing the university's invention notification form and submitting it to the university. If the university does not notify the employee or student on time or notifies them that no rights have been claimed, the service invention becomes a free invention.

4. If the university has made a full claim for the service invention notified to it, it is obliged to make the first application to the Turkish Patent and Trademark Office for the granting of a patent. However, the University evaluation board has the right to make a free invention decision.

5. The employee and the student are obliged to provide the University with the necessary information, complete and complete, together with the notification form, to obtain a patent and to provide the necessary assistance in obtaining the information and documents. The University is also obliged to provide the employee and the student with copies of the application and its annexes for the granting of a patent for the service invention and to inform the employee and the student of the developments during the application process upon their request.

6. The provisions of this Directive have been prepared based on the provisions of the INDUSTRIAL PROPERTY LAW No. 6769, and in the absence of any provision in the Directive regarding inventions, the provisions of the INDUSTRIAL PROPERTY LAW No. 6769 and the Regulation on the Implementation of the Industrial Property Law No. 6769 and other related regulations shall apply.

CHAPTER III

IIOR Application and Commercialization Processes

IIOR Application Process:

ARTICLE 8 – (1) The application process for IIORs obtained as a result of studies conducted at the university is as follows:

1.The inventor shall notify the TTO or the relevant unit in writing about his/her work.

2.After evaluating the commercialization potential and patentability of the invention, the TTO decides whether to file an application or not.

3.The IIOR application is made to national and/or international institutions through the TTO.

Commercialization Process:

ARTICLE 9– (1) IIOR’s commercialization for TTO's conducted by processes are as follows:

1. To negotiate with appropriate industrial organizations for the licensing or transfer of patents, utility models and other rights.
2. To conduct negotiations and management of licensing or sales agreements of IIOR.
3. To ensure that the income obtained during the commercialization process is distributed between the university and the rights holders.

Revenue Sharing:

ARTICLE 10 – (1) The distribution of revenues from the commercialization of IIOR is as follows:

1. Gross income 60% invention to its owner, 10% To TTO, 30% belongs to the university.
2. IIOR with relating to special agreements, income sharing rates can change.

Preparation of the Privacy Agreement and Signing by the Parties:

ARTICLE 11 - (1) The parties shall consider all information they have obtained before and after the signing of this Agreement as confidential information, unless otherwise expressly stated, and shall treat each other's confidential information with at least the same care and diligence as they would to protect their own confidential information. The provisions regarding confidentiality shall also be valid after the termination of the Agreement, and all rights of compensation are reserved in case of non-compliance with this provision.

1. Information to be disclosed by the Parties to each other in written, verbal, electronic or other material forms, including but not limited to methods that may occur with existing or future technologies regarding this Agreement and the performance of this Agreement ("**Confidential Information"**) includes, but is not limited to, the following and similar information:

(i) Three-dimensional models, technical drawings, material and process information, know-how, inventions, information whose intellectual property rights are protected or for which an official application has been made for protection, samples and prototypes, and all other technical and industrial information, technology development, experimental work, development, R&D work, directives, regulations, all kinds of information related to trade and licensing, and all kinds of correspondence, documents and records;

(ii) Information or business-related information and documents such as product development plans, competitive analyses, business and financial plans or forecasts, non-public financial information, projects, undisclosed tender offers, new product plans, contracts, customer information, customer and employee lists, trade secrets, cost, price and contract information, business, commercial and marketing information and sales plans, financial plans, strategies, and forecasts;

(iii) All software developed or licensed by any Party or by third parties for any of the Parties and the various stages of software development and their outputs, all elements of the program, all multimedia elements, any human or machine readable form of the program, any diagrams, flow charts, designs, drawings, specifications, modeling, data, error reports, processes, document formats and contents in which the program or information is stored, written, defined;

(iv) All other written or oral information provided by the Parties to the other Party regarding the contract negotiations and/or performance, in any format that can be read or interpreted on a computer, stored in any data recording device or provided during the negotiations.

2. Confidential Information and other documents and materials related to Confidential Information shall be kept in a safe place by the Parties and protected against theft, damage, loss and unauthorized access (including but not limited to electronic access and other unauthorized access). The Parties shall keep the Confidential Information and documents and materials related to Confidential Information in a safe place by the Parties and protect them against theft, damage, loss and unauthorized access (including but not limited to electronic access and other unauthorized access). and must be kept in a separate place from other materials.

3. The Parties shall take the necessary measures to protect the Confidential Information and shall not share the Confidential Information with third parties, except for those who need to learn it in cases of necessity and/or other exceptional cases listed in this Agreement. The Parties are obliged to inform their employees that the Confidential Information shall not be transferred to third parties and to take all necessary measures in this regard. The Parties agree that the Confidential Information shall not be shared by these persons in any way, even if these persons leave their jobs or the Parties' relationship with these persons ends. The Parties shall take care to protect the Confidential Information sent by the other Party, but not less than the care they show in not disclosing, publishing or distributing their own confidential information.

a. The Parties shall not convert, transfer, publish, reproduce, or save the sent Confidential Information into any electronic format other than its original form, except as required by the Agreement.

b. Parties cannot use, publish, copy, disclose to third parties or allow third parties to use Confidential Information for their own personal benefit without the written permission of the other Party.

c. The Parties are obliged to protect Confidential Information in all transactions (projects, reports, filing, archiving, e-mail, meeting speeches and minutes, etc.) carried out for this Agreement and work and projects to be carried out with third parties.

d. The Parties may use the Confidential Information only in accordance with the subject of the Agreement and may not use it for any other purpose.

e. The Parties accept, declare and undertake that (i) the Confidential Information given to them will be used only in accordance with the purpose of the Agreement and will not be used for any other reason or purpose; (ii) the Confidential Information will not be used to compete with the other Party and (iii) they will not disclose the Confidential Information to third parties under any circumstances without the prior written consent of the other Party.

f. Information that is required to be disclosed to the legally authorized authorities pursuant to legislation, a court decision or administrative order shall not be treated as Confidential Information under this Agreement and may be disclosed to the relevant parties as required. The Parties accept, declare and undertake to inform the other Party in writing prior to the disclosure of the information they are required to disclose within this scope, to the extent and as long as the relevant legislation permits. The Parties agree to disclose the information they are required to disclose in accordance with the court decision or administrative order. by law clearly official made to the authorities Explanation required Hidden Information's will only share the part that needs to be known, and the Parties will continue to be obliged to protect the irrelevant parts.

g. Even if this Agreement terminates, the confidentiality provisions will remain in effect indefinitely from the date of termination of the Agreement.

CHAPTER IV

Protection of Intellectual Rights and Violations, Protection of Intellectual Rights:

ARTICLE 12 – (1) The University takes the necessary legal and administrative measures to prevent violations of the IIOR.

ARTICLE 13 - (1) Applications regarding intellectual property violations are evaluated through the TTO and legal processes are initiated.

Responsibilities in Case of Violation of Intellectual Property Rights:

ARTICLE 14 – (1) In case of violation of IIOR, the legal liability towards the relevant persons or institutions belongs to the university and the inventor. TTO provides the necessary legal support in the process of filing a lawsuit against the violation and protecting the rights.

FIFTH SECTION

Various And Last Provisions

Enforcement:

ARTICLE 15 – (1) This directive comes into force after being approved by the Senate of Istanbul Nişantaşı University.

Conduct:

Article 16 – (1) The Rector of Istanbul Nişantaşı University shall conduct the provisions of this directive.