



BİLKENT TECHNOLOGY TRANSFER OFFICE



**BILKENT UNIVERSITY  
INTELLECTUAL PROPERTY RIGHTS  
POLICY DOCUMENT**



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**APPROVAL**

Name	Title	Date	Signature
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## PURPOSE

- 1.1.** Bilkent University provides its full support to all efforts geared towards generation of knowledge, the widest possible dissemination of the generated knowledge, use of the current and generated knowledge in the service of the society, and the improvement of the academic environment of the University. Consequently, Bilkent University aims to put all intellectual products that are non-material entities which can be protected legally, such as inventions including innovations, industrial designs, trademarks, integrated circuit topographies, new plant varieties, commercial secrets, works of art and literature, computer programs and software products, internet domain names, databases, etc. to the use of the industry and the society. In this process, the University also recognizes the importance of the protection of the rights of relevant Faculty Members, Researchers, and the University.
- 1.2.** This policy document is prepared to inform full-time and part-time faculty members, post-doctoral researchers, students who are inventors in the inventions jointly made with the involvement of at least one faculty member, and the administrative personnel at Bilkent University about the policy of intellectual property rights, as well as to explain the processes involving the protection, management, licensing agreements and commercialization through incorporation of intellectual property rights.



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## 2. DEFINITIONS

- 2.1.** Invention: A solution to any problem of technical quality in any field.
- 2.2.** Inventor: Researcher/s who have found technical solutions to current technical problems in a field.
- 2.3.** Invention Disclosure Form (IDF): The document in which the inventor gives information about the invention.
- 2.4.** Bilkent University Technology Transfer Office (Bilkent TTO): Technology Transfer Office which is a unit at Bilkent University (TTO) (The abbreviations “TTO” and “Bilkent TTO” shall be used interchangeably in this document).
- 2.5.** International Property Rights (IPR): All intellectual products, which do or do not have to be registered, including patents, utility models, industrial designs, trademarks, geographical signs, internet domain names, integrated circuit topographies, works, databases, computer software, know-how, biotechnological inventions, and breeders’ rights over new plants.
- 2.6.** Intellectual Property Rights Evaluation Board (FHDK): An evaluation board consisting of experts from Bilkent TTO, faculty members who have knowledge and experience about the invention under consideration, field experts and/or industry representatives.
- 2.7.** Higher Board of Intellectual Property Rights (FHÜK): The Higher Board including the Rector, Provost, Associate Provost in charge of TTO, and TTO Director.

## 3. ABBREVIATIONS

- 3.1.** TPE: Turkish Patent Institute
- 3.2.** PCT: Patent Cooperation Treaty

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#### 4. UNIVERSITY POLICY AND BASIC PRINCIPLES

**4.1.** Pursuant to the Decree-Law No. 551 Pertaining to the Protection of Patent Rights which is in force at the date of issuance of this document, intellectual property rights of university faculty members over their inventions belong to the said members (to all member of the team, if the invention was made by a team) (Decree-Law No. 551 Article 41). Inventions made by teaching staff during their scientific studies at Faculties and High Schools of Universities shall be considered free inventions. In this respect, faculty members at Bilkent University are free to act independently both to protect their IPR and to commercialize IPR through licensing. However, it is recommended that the Inventor notify Bilkent TTO of the invention made, and the application already filed or to be filed for a national or international patent or the like, to be documented in university statistics required by agencies and organizations like Higher Education Council (YOK), The Scientific and Technological Research Council of Turkey (TUBITAK), Ministry of Science, Technology and Industry, as well as international university ranking agencies like Quacquarelli Symonds (QS) and Times Higher Education.

**4.2.** Inventions which are made by administrative personnel, students, people working as engineers, technicians, etc. in the contractual employee status in projects, and which do not have a faculty member involved shall be subject to relevant laws and regulations.

**4.3.** It is adopted as University policy that, when Bilkent University faculty members apply to Bilkent TTO asking for their invention to be commercialized by TTO so that their invention is protected, they shall be provided the necessary support with regard to the evaluation by FHDK and obtaining the approval of FHÜK in the process of filing the required applications to relevant institutions, following up the applications, applying for registration, and commercializing the invention. Bilkent TTO shall carry out the whole technical, administrative, legal and financial process on behalf of the University.

**4.4.** When faculty members and researchers at Bilkent University do not want their inventions to be commercialized by Bilkent TTO, the invention shall still be considered a free

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invention. Faculty members and researchers who decide to keep their inventions as free inventions can request guidance services from Bilkent TTO. In response to such a request, Bilkent TTO shall provide complete non-financial support to the Inventor.

**4.5.** In this context, Bilkent University applies the following basic principles:

**4.5.1.** Bilkent University provides its full support to all efforts geared towards generation of knowledge, the widest possible dissemination of the generated knowledge, use of the current and generated knowledge in the service of the society, and the improvement of the academic environment of the University; it also encourages the activities that the academic personnel are engaged in to this end within the framework of projects sponsored by domestic and international agencies.



**4.5.2.** At the culmination of the evaluation and approval process initiated by the application of the faculty member, researcher or other members of the university community to TTO for the protection and management of their IPR over their inventions, when the applications are found eligible for support, an IPR and Revenue Sharing Contract shall be signed with the Inventor.

**4.5.3.** The later stages of the process shall be carried out according to the provisions in the IPR and Revenue Sharing Contract.

**4.5.4.** In case there is more than one Inventor, the distribution of shares of IPR over the Invention, which must be equal to 100%, shall be clearly expressed in IDF. This point shall also be addressed in the IPR and Revenue Sharing Contract.

**4.5.5.** The Inventor agrees that they shall act in coordination with TTO with regard to the open publication of relevant research results by faculty members, researchers and other members of the University in the process of the IPR protection of the invention and shall not make any relevant publication without the approval of TTO. In order to prevent any delays in publication, TTO shall proceed to finalize the relevant procedures within three months.

**4.5.6.** Direct investment of the University in the companies involved in the commercialization of new ideas arising from research shall be subject to the approval of Higher Board of Intellectual Property Rights (FHÜK).

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**4.5.7.** The Inventor agrees to offer TTO a reasonable support at all stages of patent application, after the patent is granted, and in the commercialization process of the Invention.

**4.5.8.** Members of FHDK shall be selected by TTO from among people who are experts and experienced in their respective fields. A non-disclosure agreement shall be signed with all people nominated to FHDK.

**4.5.9.** TTO shall be responsible for managing all application filing and follow-up procedures for IPRs that require registration and that were agreed to be registered, providing the funds at the amounts or rates agreed with the Inventor, and monitoring the funding.

**4.5.10.** TTO shall be responsible for carrying out the commercialization procedures of supported IPRs. In this context, TTO shall organize promotional activities, participate in fairs, and negotiate with relevant parties.

**4.5.11.** In the commercialization process, TTO shall be responsible for the preparation of the licensing agreement, the coverage of the license, contract negotiations, and signing and execution of the contract.

**4.5.12.** TTO shall be responsible for monitoring any expenditures made by TTO for each invention that it supports. Relevant accounting records shall be presented to the Inventors to be reviewed at any time and without any conditions, upon their request.



**4.5.13.** TTO shall make sure that the expenditures it finances are reasonable and not excessive.

**4.5.14.** Only payments to bodies outside the University shall be regarded as expenditure. TTO or University shall not charge for its internal efforts or regard such costs as expenditures.

**4.5.15.** TTO shall be responsible for tracking the revenue generated from licensing.

**4.5.16.** The revenue generated from the licensing of Inventions shall be shared among the Inventor, University and TTO according to the provisions in the Intellectual Property Rights and Revenue Sharing Contract. TTO shall manage the related administrative and financial process.

**4.5.17.** In order to be eligible for financial support from the university, the Inventor shall make a financial contribution (Inventor Contribution) equivalent to at least 10% of expenses arising from filing, registration, search, examination, country access, patent office fees, patent attorney fee, translation and other invention-specific expenses. If

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there is only inventor, that person should be a faculty member at Bilkent University, and if there is more than one Inventor, a Bilkent University faculty member representing Inventors should pay the Inventor Contribution. The Inventor can make a contribution of up to 50% of the said expenses. The amount that the Inventor receives from the Revenue Sharing shall increase proportionally with the contribution and shall be calculated as follows:

The application, registration, search, examination, country access, annual maintenance fee, patent attorney fee, translation and other invention-specific expenses shall be reimbursed to the Inventor and the University on the basis of their respective contributions from the revenue on a yearly basis. After the reimbursement of these expenses, from the remaining revenue, the amount calculated according to the Rate of Inventor's Revenue Share calculated using the formula below shall be paid to the Inventor as his/her share. Tax exemptions shall be taken into account in payments. VAT shall be excluded when calculating revenues, expenditures and revenue shares.

Rate of Inventor's Revenue Share is calculated according to the following formula:

$$\text{Rate of Inventor's Revenue Share (\%)} = ((G_{50} - G_{10}) / 40^2) * (K - 10)^2 + 38$$

**K (%)** = Contribution of the Inventor

**G<sub>50</sub> (%)** = 85 (Rate of inventor's revenue share when the inventor's contribution is 50%)



**G<sub>10</sub> (%)** = 38 (Rate of inventor's revenue share when the inventor's contribution is 10%)

**Sample Calculation Table:**

Inventor's Contribution – K (%)	Rate of Inventor's Revenue Share (%)
10	38
20	41
30	50
40	64
50	85

After the amount to be paid to the Inventor is deducted, of the remaining amount, 50% is registered as revenue in the University's general budget and 50% in the TTO's budget.





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**4.5.18.** An Inventor who is a faculty member can ask for financial contribution from the University for commercialization and maintenance of patent protection of their inventions for which applications were made or patents were obtained. Based on the evaluation of this request by FHDK and subject to the approval of FHÜK, an IPR and Revenue Sharing Agreement shall be signed with the Inventor and the Invention shall be transferred from the Inventor to TTO to include in TTO portfolio registering at TPE or relevant international organizations to start the commercialization process. Revenue sharing shall be carried out under the related terms.

**4.5.19.** Pursuant to the provisions of the Decree-Law No. 551 pertaining to the Protection of Patent Rights, if the Inventor is an administrative personnel or a contractual worker working in a project and made the Invention during their term of employment at Bilkent University using the University resources, the Inventor must notify the University with an IDF. Based on the evaluation of FHDK and subject to the approval of FHÜK, the invention may be supported. In this case, the provisions specified in the article 4.5.15 shall apply. If FHÜK considers the invention a free invention, administrative staff or contractual employee working in a project can act independently with regard to the Invention.

**4.5.20.** If there is more than one inventor of the Supported Invention, inventors shall authorize a member of Bilkent University to represent all Inventors as the Contact Person and notify TTO both of the authorized representative and the rates of contribution to the Invention, so that the total will be 100%, on which revenue sharing will be based in the IDF. TTO shall carry out all coordination activities related to the Invention with the Inventor designated as the Contact Person. The Contact Person indicated in the IDF shall be responsible for communication between other Inventors and TTO. The amount of the Inventor's share from the revenue shall be distributed among several Inventors on the basis of their contributions to the Invention.

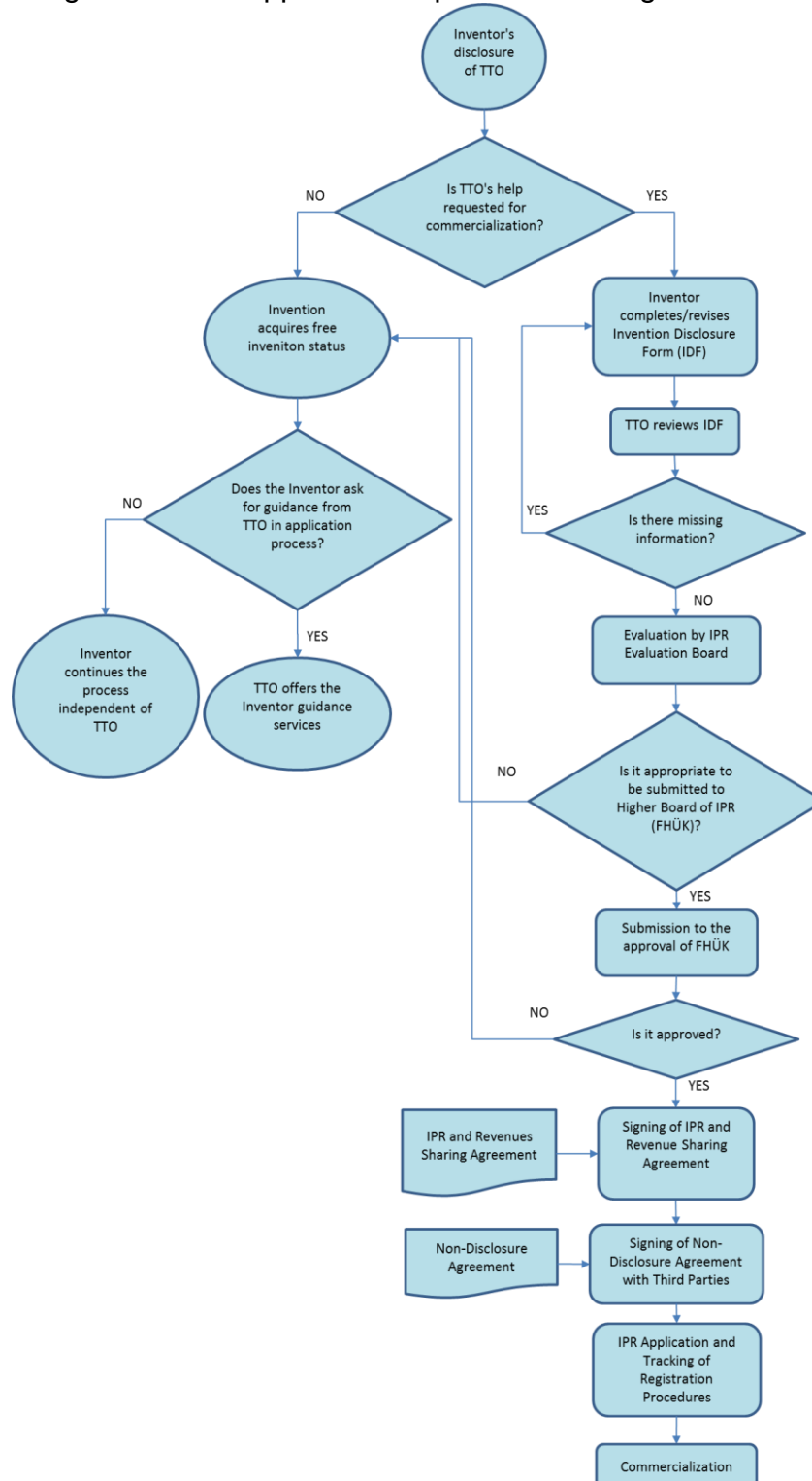
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**4.5.21.** In order to make a payment to the Inventor, revenue must have been obtained within the relevant year. The payments shall be made within the first 3 months of the year following the relevant year.



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### 5. WORK FLOW DIAGRAM



Work flow diagram designed for IPR application is presented in Figure 1 below.



**Figure-1:** Work flow diagram for IPR application

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- 5.1.** The process shall start, when the invention disclosure is submitted to TTO.
- 5.2.** If the faculty member who is the Inventor decides to carry out application procedures on his/her behalf, the invention shall maintain its free invention status.
- 5.3.** If the faculty member who is the Inventor and who decides to carry out application procedures on his/her behalf requests guidance from TTO, TTO shall offer the faculty member guidance services.
- 5.4.** If TTO is asked to carry out the commercialization procedures for the invention, the Inventor shall complete the IDF and send it to TTO.
- 5.5.** TTO shall review IDF to make sure that if there is not any missing information.
- 5.6.** If there is missing information in IDF, TTO shall ask the Inventor to revise the IDF.
- 5.7.** After being reviewed by TTO, the IDF shall be evaluated by the IPR Evaluation Board (FHDK).
- 5.8.** If the IPR Evaluation Board decides to submit the Invention for the approval of the Higher Board of Intellectual Property Rights for support, the Invention shall be submitted accordingly.
- 5.9.** If the IPR Evaluation Board does not consider the Invention appropriate to be submitted for approval for support, the Inventor shall be notified accordingly, and the Invention shall maintain its free invention status.
- 5.10.** If the Higher Board of Intellectual Property Rights (FHÜK) approves provision of support to the Invention, a Non-Disclosure Agreement and an IPR and Revenue Sharing Contract shall be signed between the Inventor and University.
- 5.11.** If the FHÜK does not grant its approval for support to the Invention, the Inventor shall be informed and the Invention shall be released free.
- 5.12.** After the contracts are signed, IP application process shall be initiated.

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**5.13.** Starting on the day an application is filed in relation to the Invention, TTO can launch commercialization activities and negotiations. A non-disclosure agreement shall be signed with Third Parties with whom negotiations are held.

## **6. PATENT APPLICATION PROCESSES**



**6.1.** After deciding whether the patent application will be national, regional or international, TTO shall start the patent application process. TTO shall work in coordination with the Inventor in this process. Although the nature of the process may vary depending on the type of Invention, in principle, a suitable application shall be filed to PCT (Patent Cooperation Treaty) through Turkish Patent Institute (TPI).

**6.2.** The Application Form shall be completed in coordination with TTO and with the contribution of the Inventor.

**6.3.** Expenses that are incurred in the process from application to registration of the patent shall be shared by the relevant parties under the provision laid down in the IPR and Revenue Sharing Contract and the records shall be kept by TTO.



**6.4.** TTO shall be responsible for the execution of the process from the application to the registration of the patent. If technical information about the Invention is required in the process, the Inventor shall provide the required information.

**6.5.** Expenses to be paid to relevant agencies to maintain patent protection after the registration of the patent shall be met by TTO. However, TTO may decide to discontinue patent protection. The Inventor shall be informed of this discontinuation in advance so that s/he can have enough time to take over patent protection. In the latter case, the Invention shall acquire a free Invention status.

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## 7. COMMERCIALIZATION

- 7.1.** Both at the application stage and after the registration is completed, procedures related to the commercialization of the invention shall be carried out by TTO.
- 7.2.** Relevant commercialization activities (meetings, expositions, seminars, etc.) involving internal and external stakeholders shall be organized and participation in such organizations shall be encouraged.
- 7.3.** In the commercialization process, a non-disclosure agreement shall be signed with third parties, if needed.
- 7.4.** Expenses arising from commercialization shall be met by relevant parties as stipulated in the Revenue Sharing Contract and records shall be kept by TTO.
- 7.5.** TTO shall undertake all commercialization-related organization and coordination activities involving all relevant parties.
- 7.6.** TTO shall coordinate and be responsible for licensing agreement negotiations. TTO shall manage the process involving the preparation, negotiation, and signing of licensing agreements.
- 7.7.** Establishment of a company in partnership with the University with regard to IPRs owned by TTO shall be decided by FHÜK.
- 7.8.** If the Invention cannot be commercialized within a certain period of time to be specified by TTO, activities relevant to the Invention shall be terminated, relevant rights shall be transferred to the Inventor, and the Invention shall acquire a free invention status. In this case, TTO shall be relieved of all responsibilities related to the Invention, with the exception of its responsibility for non-disclosure.

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**7.9.** If the Invention is commercialized, a Licensing Agreement shall be signed with the licensee.

**7.10.** Following the licensing, TTO shall track and collect the revenue according to the principles laid down in the Licensing Agreement. Upon collection of the revenue, TTO shall distribute them in line with the provisions of the IPR Revenue Sharing Contract signed with the Inventor.