

KOÇ UNIVERSITY POLICIES ON INTELLECTUAL PROPERTY RIGHTS AND TECHNOLOGY TRANSFER

1.0 GENERAL

1.1 OBJECTIVE

An integral part of the mission of Koç University (hereinafter the “University”) is to advance the frontiers of knowledge and to contribute to the benefit of Turkey and humanity at large. The vision of the University is to become recognized as a model in Turkey for its educational and research programs and achieve international distinction for creativity, innovation and excellence.

As part of their obligation to society in general, the University and its members have a responsibility to communicate the discoveries which are performed by scientific works and research to the public. Some of these discoveries may have commercial value that should be exploited to the mutual advantage of those concerned. If the use of these discoveries can be limited or controlled by physical or legal means, the discoveries may also be referred as “intellectual property (IP).” Therefore, intellectual property, as used in this policy, includes not only technology such as inventions, discoveries, creations, or authored works which may be protected legally, such as patents and copyrights, but also the physical or tangible embodiment of the technology, such as specialized hardware, equipment or computer software.

The objectives of this policy are to:

- (i) encourage any member of the University who may have created or discovered intellectual property to disseminate that discovery to the public in a manner that benefits both the member and the University;
- (ii) recognize and uphold the principles of academic integrity in the possible commercialization of intellectual property;
- (iii) develop a body of knowledge and expertise within the University in order to permit the continued successful commercialization of intellectual property in the future;
- (iv) outline clearly the ownership rights in any newly created or discovered intellectual property as between the University and its members and the obligation for related costs and the division of related revenues;
- (v) describe and define the rights and obligations of the University and its members in protecting and exploiting any newly created or discovered intellectual property;
- (vi) satisfy the requirements imposed by sponsors of the research;

1.2. BASIS

This Policy is prepared regarding 10/1/2017 dated, Industrial Property Law (IPL) No:6769; 6/11/1981 and Higher Education Law No:2547, 24/4/2017 dated Regulation Regarding Application of Industrial Property Law No: 30047 and 29/9/2017 dated Regulation Regarding

1.3. PRINCIPLES AND PROCESS

- (i) The owner of inventions which are performed in Higher Education Institutions is the Higher Education Institute according to item 121 of IPL.
- (ii) the University's IP policy states that for all potentially patentable inventions conceived in whole or in part by members of the University (as defined by Persons Covered in this document), in the course of their university responsibilities or with more than incidental use of university resources, intellectual property rights are assigned to the University, regardless of the source of funding, if any. Inventors may place their inventions in the public domain if they believe that would be in the best interest of technology transfer and if doing so is not in violation of the terms of any agreements that supported or related to the work.
- (iii) individuals covered by this policy are expected to decide whether an invention has commercial potential. If such potential exists, the invention should be disclosed to the Research Project Development and Technology Transfer Directorate (RPDTTD) by filling out an invention disclosure form (IDF) in Appendix-1.
- (iv) Once RPDTTD confirms the receipt of the IDF, they may request additional information from the inventor(s) in order to assess novelty and the commercial potential of the invention. Inventors are expected to give all kind of support for the evaluation process.
- (v) Patent application and prosecution decisions are taken by the “Intellectual Property Commission” which consists of Vice President for Research and Development, Director of RPDTTD, Technology Transfer Specialists and an expert(s) from the related field who may in case of need,
- (vi) The University runs mutual efforts with its joint venture, Inventram, for the commercialization of the invention once the patenting decision is taken according to the protocol agreed and signed by both parties. Once the IDF is received, University shares the IDF with Inventram for receiving further assessment and recommendations on the commercial viability of the invention if any. At this stage, Inventram also informs RPDTTD on their interest on pursuing the commercialization activities once they review the invention. In case that Inventram decides to pursue the commercialization activities of the invention, Inventram would lead the commercialization activities and would be responsible from the maintenance of the patent. If Inventram shows no interest in the invention, then the University has the right to pursue patent prosecution and/or to choose to actively commercialise the invention. If the University decides not to pursue patent application at any stage, then RPDTTD would inform the inventor and transfer the right of assignment of the patent ownership to the inventor and provides all necessary documents free of charge. All necessary charges regarding assignment will be the responsibility of the inventor.
- (vii) If the University decides to pursue the commercialization of any creation or discovery, RPDTTD requests ownership from the inventor in four (4) months. The inventor may be asked to withhold publication of any material or not to make any presentation thereof for additional six (6) months. This period of

time shall be used by the University to assess the intellectual property and to allow for any applicable legal protection to be put into place;

- (viii) no member of the Faculty and Staff nor any Student shall be required to engage in any work or research which requires that the results of the work or research not be published or disclosed to the public unless:
- i. that person provides his/her informed consent to engage in such work or research; and
 - ii. in the case of any Student, his/her involvement in the work or research does not conflict or jeopardize the timely completion of any academic requirements and that the School of Graduate Studies has agreed to such participation

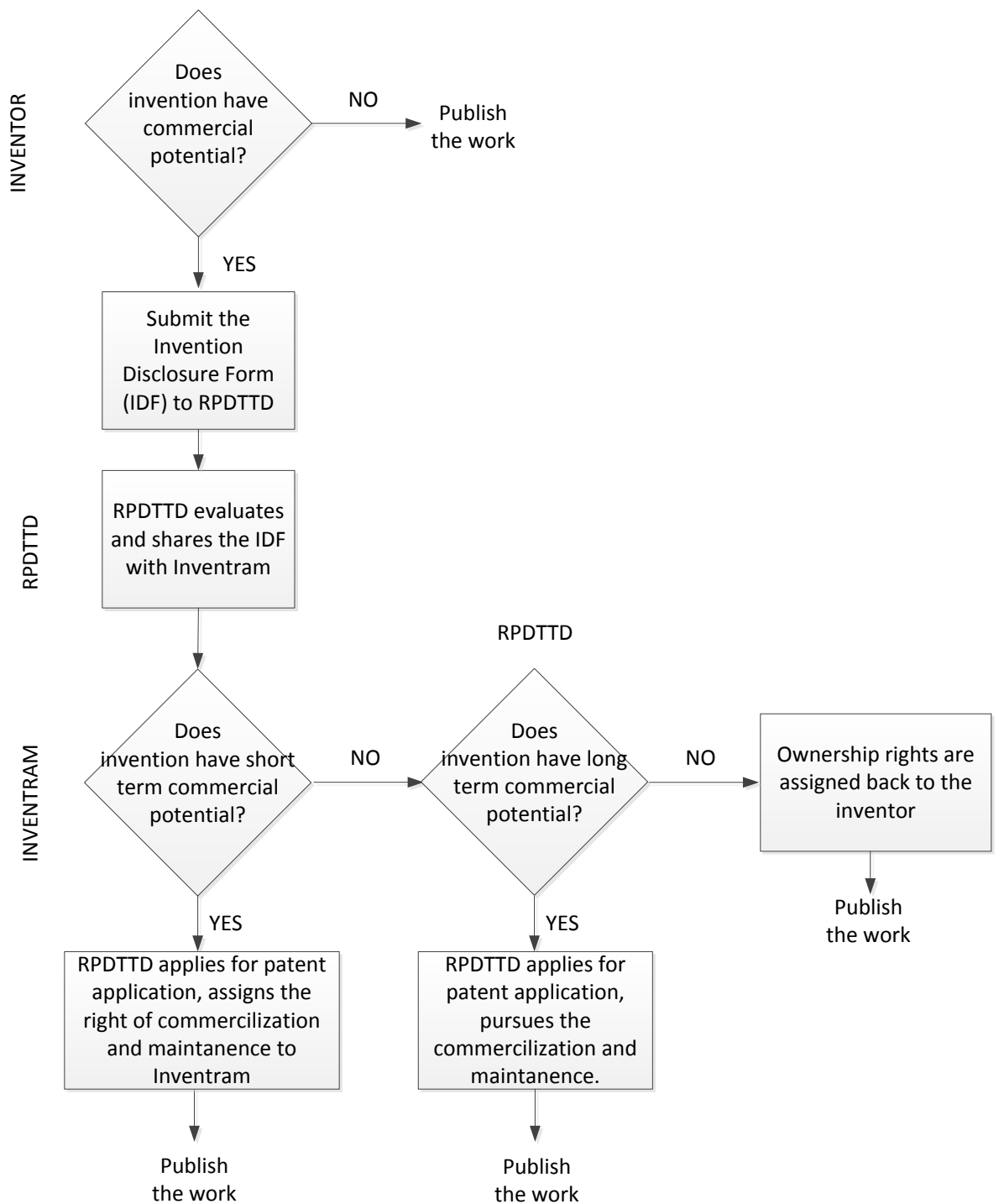


Table-1 Invention disclosure and patent application process

1.4 PERSONS COVERED

This policy governs all persons at the University, including full- and part-time faculty, visiting faculty, full- and part-time agents and employees (staff), full- and part-time students (both undergraduate and graduate), and fellows (pre- and post-doctoral), whether or not they receive all or any part of their salary or other compensation from the University.

1.5 DISCLOSURE

Intellectual property subject to University ownership under the policies set forth below is to be disclosed to RPDTTD using the IDF (Table 1). If the invention is an output of a project which is sponsored or funded by an external institution, RPDTTD must be informed in the disclosure form so that KU may take the necessary steps in case there is a need to request ownership from the related institution. Disclosure to RPDTTD must be made before any other disclosure, presentation, display, performance, or publication of the work to any sizable audience; failure to do so may result in loss of rights and subsequent commercial potential.

1.6 EXTERNAL SPONSORSHIP

When intellectual property is developed under research sponsored by external sources, the research agreement may provide the sponsor with certain rights to that material and may impose other requirements, such as advance notice of publication. RPDTTD should be consulted for assistance in formulating such terms prior to making an agreement and subsequently for understanding and complying with these terms. All research agreements are managed by RPDTTD and signed by the authorized authorities of the University.

1.7 INDEPENDENTLY OWNED PROPERTY

Persons as defined by 1.4. who wish to pursue the development of their independently owned intellectual property may offer it to the University by disclosure to RPDTTD. The University via Inventram will evaluate the commercial potential of the work disclosed and determine whether or not it will be accepted for licensing. Acceptance for licensing will require assignment of the property rights to the University. Persons covered by this policy (see Section 1.4) are equally free to choose some other method for commercializing their independently owned works, but they should first ensure that these are, in fact, independently owned, i.e., not subject to University rights under one or more of the provisions set forth below.

1.8 CONSULTING AND OTHER AGREEMENTS

All consulting and service agreements must be submitted to RPDTTD for examination of the competency with intellectual property provisions. Researchers should avoid signing any agreement with a third party, which is inconsistent with the provisions of this policy.

1.9 RIGHTS OF OTHERS

Everyone at the University is asked to observe the rights of other owners of intellectual property. Use of protected intellectual property without the permission of the owner may result in substantial civil and/or criminal penalties.

2.0 UNIVERSITY OWNERSHIP RIGHTS

2.1 DEFINITIONS

2.1.1 Significant use of University resources: any substantial use of University laboratories, equipment, funds, personnel, or facilities, except those resources provided generally to all faculty and staff, such as the use of libraries and offices. Questions of whether someone has made a significant use of University resources will be resolved by the President (or with his or her consent Vice President for Research and Development) after reviewing RPDTTD's recommendations.

2.1.2 Institutional works: works created under the auspices of the University by employees or contractors as University. All "works for hire" as that term is defined under copyright law are included. (Computer programs written by hired programmers are a good example.) Works which the University commissions non-employees to prepare, such as University publications, architectural designs, engineering studies, and consultants' reports, are also within the meaning of this term. In order to fully protect its interests, the University's policy is to obtain an agreement in writing whenever the University has an interest in owning a commissioned work.

2.2 COPYRIGHTS

2.2.1 General Rule: In keeping with academic tradition, the University generally does not claim for itself copyrights in those books, articles, theses, papers, novels, poems, musical compositions, and similar works which are intended to disseminate the results of the academic research, scholarship, and artistic expression of its faculty, staff, and students.

2.2.2 Exceptions: Excepted from the general rule above are works which are produced with the significant use of University resources, institutional works, or work products which are subject to contractual obligations, such as a sponsored research agreement. Ownership of all such works vests in the University.

2.3 PATENTS

Ownership of an invention vests in the University if produced by any persons covered by this policy. Ownership of an invention also vests in the University if it is produced by persons not covered by this policy but if it results from the significant use of University resources, is an institutional work, or arises out of an externally sponsored research project, unless the University agrees to transfer the exclusive or non-exclusive ownership rights to the sponsoring agent consistent with the agreement(s) governing such research.

2.4 COMPUTER SOFTWARE

University policy on the ownership of computer software is the same as for copyrightable works under Section 2.2 above. In some instances, software can be patentable; in those cases, University policy concerning ownership of patents is applicable, see Section 2.3 above.

3.0 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

3.1 COPYRIGHTS PROTECTION

3.1.1 Notices: If materials are published (i.e., distributed to any sizable audience) without a proper notice as noted below, full protection against infringement is jeopardized. Prior to any publication the following notice should be placed on all materials in which the University owns the copyright:

Copyright (c) [year] Koc University. All rights reserved.

No other institutional or departmental name is to be used in the notice, although the name and address of the department to which readers can direct inquiries may be listed below it. The date in the copyright notice should be the year in which the work is first published (i.e., distributed to any sizable audience).

3.1.2 Registration: Additional rights and protection for copyrightable material works may require registration with National and International Copyright Offices, which will be coordinated through RPDTTD after disclosure.

3.2 PATENTS

Patent applications for University-owned inventions are coordinated through RPDTTD, and patent-related legal expenses are the ultimate responsibility of the University or Inventram, depending on the party that pursues the commercialization. For the patent applications filed by the University, an Intellectual Property (IP) Pool, which retains a percentage of all royalty income from technology licenses, can be used to subsidize these costs.

4. TRADEMARKS

All trademark application, renewal and maintenance process of University are coordinated by RPDTTD. The department which requests the trademark application is expected to defray all the costs.

5.0 TANGIBLE RESEARCH PROPERTY

Intellectual creativity, innovation and invention often produce a physical embodiment of the effort. Examples include integrated circuit chips, computer software, biological organisms, novel materials, engineering prototypes and drawings. The following policies govern the distribution of such Tangible Research Property (TRP) for research and other non-commercial purposes. Commercial licensing of TRP is covered together with the commercialization of intangible intellectual property in Section 6.

5.1 DISTRIBUTION FOR SCIENTIFIC RESEARCH

The traditions of academic science compel the University to make available the results of scientific research promptly and openly. This is no less so for TRP than for intangible results, which can be disseminated through ordinary scholarly discourse and publication.

Accordingly, TRP should also be promptly and openly made available to other academic scientists for their research, once the TRP has been sufficiently characterized and developed, unless there exist countervailing safety considerations or conflicting legal obligations.

5.2 CONTROL OF TRP

Control over the development, storage, distribution, and use of TRP is the responsibility of the principal investigator(s) if the research giving rise to the TRP was externally sponsored, and of the dean if the research was not externally sponsored, but significant University resources (see Section 2.1.1) were used in the development. This responsibility includes determining if and when the TRP is to be made available to other researchers pursuant to this policy. Principal investigators and deans may seek advice from RPDTTD on all matters of control over TRP.

5.3 TRP WITH COMMERCIAL VALUE

Whenever TRP has potential commercial as well as scientific value, persons controlling that TRP should seek guidance from RPDTTD on ways to make it available for scientific use without diminishing its commercial value or inhibiting its commercial development. (Commercialization of intellectual property, both tangible and intangible, is discussed in Section 5.)

5.4 CONDITIONS OF DISTRIBUTION TO RESEARCHERS

University-owned TRP may be distributed to academic researchers at other institutions in many cases without significant preconditions. However, RPDTTD should be consulted for appropriate preconditions to be incorporated whenever one or more of the following applies:

The TRP is susceptible to commercialization, further transfer, or other inappropriate use so that restrictions on use and transfer are needed.

The recipient is expected to defray the costs of materials and handling incurred in the distribution.

There is a possibility of biohazard or other risk associated with the transport, storage, or use of the TRP, or the recipient might expect to use the TRP in clinical research or some other application posing significant health or safety considerations.

The TRP was developed under a sponsored research agreement or is part of a pending or potential patent application.

6.0 COMMERCIALIZATION

6.1 GENERAL POLICIES

6.1.1 Commercial development through licensing encouraged: The University encourages the commercial development of creative works and inventions for the public use and benefit.

Typically, this requires that the University grants one or more enterprises a license to further develop, use, or sell those works and inventions.

6.1.2 Non-exclusive licensing favored: Whenever possible, the University endeavors to make its creative works and inventions available on a non-exclusive basis; however, in many cases an exclusive license may be necessary to make it economically feasible for an enterprise to undertake commercial development and production. In such cases, the University may decide to provide exclusive rights to the enterprises.

6.1.3. Costs: Costs associated with commercialization, such as securing patent or copyright protection, are the ultimate responsibility of the University or Inventram, depending on the party that pursues the commercialization.

6.2 LICENSING

6.2.1 RPDTTD: An invention or creation is disclosed to RPDTTD for the evaluation of its commercial potential. The evaluation process needs to be performed in collaboration with the inventor(s) or author(s) within four (4) months. If RPDTTD concludes at that time that the potential royalty returns from the invention or creation are sufficient to justify further efforts toward filing a patent application or securing other appropriate legal protection, RPDTTD requests ownership right from inventor(s) or author(s) in writing and files patent application for inventions. All patent-related legal expenses are the ultimate responsibility of the University or Inventram, depending on the party that pursues the commercialization.

6.2.2 Inventor/Author Assistance: In order to license inventions or creative works successfully either directly or via Inventram, it is often necessary that the inventor or author work jointly and cooperatively with RPDTTD or Inventram and the licensee.

6.2.3 Distribution of Royalties: In cases of the commercialization, following the deduction of legal and other expenses related to commercialization of each unique technology, all income from licensing activities will be distributed as follows:

- (i) 1/3 to the inventor
- (ii) 1/3 to the inventor's faculty
- (iii) 1/3 to the University for the IP Pool as managed by RPDTTD.

Royalties generated by institutional works (see Section 2.1.2) are retained 100% by the University, unless there is a written agreement to the contrary, and are allocated by the President.

7.0 WAIVER OF UNIVERSITY RIGHTS

The University will waive its rights to intellectual property in favor of the inventor(s) or author(s) only if the University determines that it has no general proprietary interest in the knowledge and that such a waiver: (i) would enhance the transfer of the knowledge into useful applications for the public benefit; (ii) does not raise a conflict of interest; and (iii) is consistent with the University's obligations to third parties, particularly the sponsor(s) of the research.

Waivers of the provisions of this policy may be granted by the President or the President's designate on a case-by-case basis, giving consideration among other things to University obligations to sponsors, whether the waiver would be in the best interest of technology transfer, whether the waiver would be in the best interest of the University and whether the waiver would result in a conflict of interest. In addition, the President may expand upon these provisions and shall adopt rules, based on the same factors as well as appropriateness to the University's relationship with inventors, for the ownership of potentially patentable inventions created or discovered with more than incidental use of University resources by students when not working as employees of the University, by visiting scholars and by others not in the University's employ.