

YEDITEPE UNIVERSITY

INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS DIRECTIVE

Purpose

Article 1-

(1) The purpose of this Directive is to ensure the protection, management, and commercialization of the intellectual and industrial property rights arising from academic studies, scientific research, and projects carried out within Yeditepe University, and to determine the procedures and principles relating to such rights. This Directive aims to maximize the University's scientific and technological production potential, to contribute to social and economic development, to foster a culture of innovation among its members, and to make research results available for the public benefit in the most effective manner.

(2) Within this scope, the ownership of rights in, registration processes for, licensing of, assignment of, and distribution of revenues derived from inventions, patents, utility models, designs, trademarks, works subject to copyright, and other intellectual products developed through the use of university resources, such as software, databases, and digital content, are regulated. At the same time, this Directive defines the principles that will ensure the material and moral encouragement of inventors and other relevant parties.

(3) In the management of intellectual property rights, the University adopts national and international best practices and takes into consideration the recommendations of organizations such as WIPO (World Intellectual Property Organization). In this regard, by benefiting from the successful intellectual property policies of other distinguished universities, it aims to support scientific productivity, technology transfer processes, and institutional competence in the management of intellectual property in the most efficient manner.

Scope and Principles of Ownership

Article 2- This Directive covers all intellectual and industrial property rights developed by, or to the development of which a creative contribution has been made by, the following persons within Yeditepe University or through the use of University resources:

- Academic and administrative staff (full-time/part-time),
- Contracted and project-based personnel,
- Visiting faculty members and researchers,
- Postdoctoral researchers and interns,
- Associate, undergraduate, and graduate students.

Intellectual products within the scope hereof include patents, utility models, designs, trademarks, copyrights, computer programs, integrated circuit topographies, trade secrets, databases, and other intellectual/industrial products.

(2) The application and ownership rights in all intellectual products developed under the following conditions shall belong to the University:

- Products developed within the scope of a job description,
- Products resulting from the use of significant University resources (funding, equipment, consultancy, etc.),
- All inventions developed within the scope of projects conducted with the University,
- Products developed by visiting persons through the use of University resources, unless otherwise provided by contract,
- Joint inventions in multi-party projects to which members of the University have made a creative contribution.

(3) Inventions meeting the following criteria shall be deemed free inventions and shall fall outside the scope of this Directive:

- No financial, physical, or intellectual resources of the University are used,
- They are developed outside working hours,
- They do not fall within the scope of the relevant person's job description.

Requests relating to free inventions shall be submitted to the TTO in writing. The final evaluation process shall be conducted in accordance with Article 5.

(4) In the case of inventions arising from university-industry collaborations, publicly funded projects such as those supported by TÜBİTAK or the European Union (EU), or multi-institutional academic research, the provisions of the agreements/protocols executed between the parties shall prevail. Where joint ownership arises in such projects, a Joint Ownership Agreement (ANNEX-5) shall be signed before the patent application is filed.

Basis

Article 3- (1) This Directive has been prepared on the basis of the Higher Education Law No. 2547, the Industrial Property Law No. 6769, the Law No. 5846 on Intellectual and Artistic Works, and the Regulation on Employee Inventions, Inventions Realized within Higher Education Institutions and Inventions Arisen from Projects Supported by Public Authorities.

Definitions

Article 4- (1) In the implementation of this Directive, the following definitions shall apply in order to clarify the University-specific scope and functioning. Terms expressly defined in the relevant legislation have not been repeated in this text.

I. Basic Concepts

Intellectual and Industrial Property Rights (IIPRs): Refers to all rights defined in the legislation, including patents, utility models, trademarks, designs, copyrights, computer programs, trade secrets, know-how, and databases.

Service Invention: Refers to inventions made by University personnel within the scope of their job description or through the use of University resources, within the meaning of Article 82 of the Industrial Property Law No. 6769.

Free Invention: Refers to inventions developed entirely through personal effort, without the direct use of the University's physical, material, or financial resources, and satisfying the conditions set out in Article 2 of this Directive.

Commercialization: Refers to the process of converting inventions and other intellectual products into economic value through licensing, assignment, incorporation as a spin-off company, investor negotiations, prototype development, and similar means.

Net Revenue: Refers to the amount calculated by deducting the following items, in sequence, from the gross revenue generated through commercialization activities::

- All external expenses incurred for the registration, protection, maintenance, and enforcement of the IIPR (including application, attorney/agent, registration, renewal, litigation, consultancy, etc.),
- Other documented external expenses, such as previously approved direct marketing, travel, and prototype development costs, incurred in the commercialization process.

II. Persons

Inventor: Refers to the natural person who, in the capacity of a member of the University, has made a creative contribution to the invention. If there is more than one inventor, the rules on joint ownership shall apply.

Applicant (Right Holder): Refers to the natural or legal person who files the intellectual and industrial property application. It is the person or institution holding the ownership right over the invention or work that is the subject of the application.

Academic Staff Member and Researcher: Refers to academic personnel employed by the University on a full-time or part-time basis, including professors, associate professors, lecturers, and research assistants, as well as researchers assigned on a project basis.

Student: Refers to students enrolled at the University at the associate, undergraduate, master's, doctoral, and visiting student levels.

Visiting Academic/Researcher: Refers to academics or researchers serving at the University for a temporary period under a formal contract.

III. Institutional Bodies

University: Yeditepe University.

Directive: Yeditepe University Directive on Intellectual and Industrial Property Rights.

Board of Trustees: The Board of Trustees of Yeditepe University.

Senate: The Senate of Yeditepe University.

Rector: The Rector of Yeditepe University.

Intellectual Property Evaluation Board (IPEB): The authorized board of the University that conducts evaluations on matters relating to IIPRs and submits advisory decisions to the Board of Trustees.

IPL: Industrial Property Law No. 6769.

Employee Inventions Regulation: The Regulation on Employee Inventions, Inventions Realized within Higher Education Institutions and Inventions Arisen from Projects Supported by Public Authorities.

Technology Transfer Office (TTO): The academic unit structured within Yeditepe University and responsible for receiving invention disclosures, conducting patent application processes, maintaining IIPR records, and preparing institutional decisions relating to intellectual property rights. It operates under the Rectorate.

Yeditepe TTO Joint Stock Company (Commercial TTO): Yeditepe Technology Transfer Office Joint Stock Company, an affiliate of the University and a separate legal entity. It participates in the licensing and commercialization of IIPRs, spin-off support, and entrepreneurial activities. It may be a party to commercial agreements.

IV. Implementation Criteria

Significant Use of University Resources: University resources shall be deemed to have been used to a significant extent in the following cases:

- the use of a special fund provided by the University (YAP, revolving fund, etc.) or an external fund (TÜBİTAK, EU, etc.),
- the use, other than in general-use areas, of laboratories, equipment, or facilities requiring specialized expertise,
- the use of background intellectual property belonging to the University and constituting confidential information,
- the making of a substantial contribution by University personnel during working hours within the scope of the project.

Article 4/A

In the implementation of this Directive, the Yeditepe University Technology Transfer Office (TTO), as an academic/administrative unit operating under the Rectorate, shall carry out duties relating to the evaluation, coordination, reporting, process management, and preparation of decisions concerning intellectual and industrial property rights.

Yeditepe TTO Joint Stock Company, as a company with separate legal personality, shall carry out only the operational transactions relating to the implementation of commercialization, licensing, entrepreneurship, and similar commercial activities, in line with the decisions taken by the authorized bodies of the University.

Yeditepe TTO Joint Stock Company shall not have any authority under this Directive to take decisions, grant approvals, issue regulatory acts, or exercise public authority on behalf of the University.

Ownership of Rights and General Principles

Article 5 – Ownership of Rights, Invention Disclosure, and Evaluation

(1) The rights in service inventions made by members of the University shall belong to the University pursuant to the provisions of the Industrial Property Law No. 6769 (IPL), the Employee Inventions Regulation, and this Directive. However, where the inventor claims that the invention qualifies as a free invention, an evaluation shall be made within the framework of the criteria set out in Article 2.

(2) Invention Disclosure:

a) Members of the University are obliged to disclose a service invention to the TTO in writing and without delay. The disclosure shall be made by means of the Invention Disclosure Form and shall include the technical details, contributors, and the University resources used.

b) After receipt of the disclosure, the TTO shall, within the periods prescribed by law:

- evaluate whether the invention qualifies as a service invention,
- conduct a patentability analysis as part of the preliminary review,
- collect technical and legal opinions where deemed necessary,
- submit its decision proposal to the Board of Trustees together with the advisory decision of the Intellectual Property Evaluation Board (IPEB).

An application for a patent/utility model may only be filed following the approval of the Board of Trustees.

c) For inventions accepted as free inventions but made jointly with members of another institution, it is recommended that a separate Partnership Protocol be executed to regulate the sharing of rights among the inventors and the authority for commercialization. As regards participation in applications in which persons who are not members of the University are inventors, the University shall require from the other institution an explicit waiver statement concerning the free invention.

(3) Claim of Rights and Objection Procedure:

a) The inventor shall be granted the right to object to the University's decision that an invention constitutes a service invention, within the periods specified in the IPL. The objection shall be decided by the IPEB within the period prescribed by law.

b) Where the University waives its claim of rights over an invention that it has accepted as a service invention, it is obliged to assign those rights to the inventor. Pursuant to Article 121 of the IPL, if the inventor does not file an application within the prescribed period following the University's waiver of its rights, the invention may fall into the public domain.

c) The inventor's right to object to the characterization of the invention as a service invention is protected under the IPL, and the objection procedures shall be conducted by the University within the framework of the statutory periods.

(4) In the event of the death of the inventor, ownership of rights shall pass to the heirs in accordance with the Turkish Civil Code. For the integrity of the proceedings, the University may require the heirs to appoint a representative and submit a notarized letter of consent. Until such document is provided, payment and communication procedures, if any, may be suspended.

Upon submission of the required documents, the proceedings shall continue with the legal representative.

(5) In cases involving more than one inventor, if a dispute arises among the right holders regarding the contribution ratio or the sharing of revenue, the University shall remain neutral. Such disputes shall first be attempted to be resolved through a written agreement between the parties. If no agreement can be reached, the University reserves the right to suspend commercialization or application procedures or not to assign the invention individually. Upon request, the IPEB may provide an opinion for reconciliation.

(6) The rights and obligations of inventors whose affiliation with the University has ended shall be preserved according to their status as of the date of separation. For inventions for which the commercialization process is ongoing or for which an application has been filed but registration has not yet been obtained, a “Representation Protocol for an Inventor Leaving the University” (ANNEX-11) may be executed between the University and the departing person. This protocol may specify contact details, payment instructions, and the scope of the authority of representation.

(7) Trademarks developed within the University and used by the corporate identity, academic programs, research projects, student clubs, laboratories, academic journals, institutes, and other units shall belong to Yeditepe University. The registration, use, and licensing of trademarks containing the University’s name, logo, emblem, or other distinctive signs may only be carried out with the approval of the University’s authorized bodies.

Article 6 – Service of Notices and Notification Procedures

(1) In all notifications and correspondence relating to the transactions subject to this Directive within the scope of the Industrial Property Law No. 6769, including invention disclosures, ownership decisions, waiver, assignment, licensing, and claims of priority right, institutional e-mail, the Electronic Document Management System (EBYS), or the Registered Electronic Mail (KEP) system shall primarily be used in order to ensure that the procedures are carried out swiftly and in a verifiable manner. Notifications made through one of these channels and verifiable through system records shall be deemed legally valid. In notifications made by e-mail, if confirmation is obtained from the recipient, the date of confirmation shall be deemed the date of receipt; if no confirmation is obtained, the notification shall be deemed to have been received at the end of 5 (five) business days from the date of dispatch. In cases such as public holidays, residence abroad, or technical failures, these periods may be reasonably extended upon the evaluation of the IPEB.

In exceptional cases, such as invalid contact information, residence abroad, or technical impediments, notifications may be made through a notary public or by registered mail with return receipt to the latest address notified to the University. For the calculation of time periods, it shall be sufficient that the notification has been made and recorded through the methods set out above; such periods shall commence on the date on which the notification reaches the recipient or is deemed to have reached the recipient.

Protection of Intellectual Property Rights and the University’s Obligations

Article 7- (1) The University shall be obliged to file national patent or utility model applications in a timely manner, in compliance with the Industrial Property Law No. 6769, for inventions in

respect of which it is the right holder. Depending on the nature of the invention, international patent applications, including PCT or regional patent applications, may also be considered. The costs of the application procedures, attorney/agent fees, and annual renewal expenses shall be borne by the University and coordinated by the TTO.

(2) The University shall make the necessary registration applications not only to protect inventions but also to protect industrial rights such as original designs, integrated circuit topographies, and trademarks having commercial value. In addition, it shall take the necessary measures, in cooperation with its staff, to protect works falling within the scope of copyright, such as computer programs and databases.

(3) Pursuant to the relevant provisions of the Law No. 5846 on Intellectual and Artistic Works, unless otherwise stipulated by a special agreement between the parties or unless otherwise required by the nature of the work, the economic rights in works created by members of the University in the performance of their duties shall belong to the University. However, in line with its policy of encouraging academic freedom and scientific production, the University accepts and undertakes, through this Directive, that, except for the cases listed below, it leaves the economic rights in traditional academic works created by its members, such as scientific articles, papers, books, and lecture notes, to the member who is the author of the work.

In the following cases, the exercise of the economic rights shall be separately regulated by a written protocol to be concluded between the University and the author:

- a) where the work has been specifically commissioned by the University,
- b) where the work has been produced within the scope of a study specifically funded by the University through internal or external resources, including project budgets,
- c) where the work forms part of an institutional work of the University, such as a report, regulation, or promotional material,
- d) where the work, particularly software and databases, has been developed through the use of significant University resources and has commercial potential..

(4) The University shall pursue a transparent, fair, and internationally compliant policy in the management of intellectual property rights.

Commercialization and Licensing Process

Article 8- (1) The commercialization of University inventions for which patent applications have been filed or which have been protected by other means is one of the principal objectives. This process shall be planned and carried out by the TTO, the University's unit responsible for technology transfer. In determining the commercialization strategy, the nature of the invention, its market potential, the state of the relevant industrial sector, and the inventor's views shall be taken into account.

(2) The TTO shall conduct a technical and commercial assessment of the protected invention. Within this scope, the current status of the relevant technology, competing patents and products, market needs, and potential licensees or investors shall be investigated. Where necessary, opinions shall be obtained from organizations operating in this field and/or sector experts. As a result of this analysis, the most appropriate commercialization method for the invention shall be determined, such as licensing, assignment, or company formation.

(3) License agreements shall include the conditions for the use of the intellectual property right, the geographical scope, the term, the license fees to be paid, whether in the form of an upfront payment, annual payments, or a share of sales, and other provisions. License agreements may be executed on an exclusive basis, limited to a single licensee, or on a non-exclusive basis. The agreements shall also include provisions stating that the University may continue to use the invention freely for academic research purposes. During the licensing process, the inventor academic shall be encouraged to hold technical meetings with the relevant companies and to provide expert support; however, contract negotiations and the final agreement shall be conducted and executed by the TTO authorized by the University.

(4) Upon the request of the University or the inventor, in order to protect the inventor against assignment costs until the commercialization of the invention is finalized, a pre-assignment agreement may be executed. Under this agreement, decisions regarding the commercialization of the patent or utility model shall be left to the inventor, subject to the University's approval, and all attorney/agent fees and official fees incurred after the execution of the agreement shall be borne by the inventor. Once the invention is commercialized, the inventor shall be obliged to reimburse the University for expenses incurred up to that date and to complete the assignment procedures.

(5) By way of assignment, it may be deemed appropriate for all rights in an invention for which the University is the applicant to be assigned to a company in return for a one-time consideration. In such case, the University shall assign all its rights in the invention to the relevant company, and the company shall become the new owner of the invention. A fair consideration shall be determined for the assignment procedures, and the obligations of the parties shall be clarified by contract. Where possible, the assignment agreement shall include the necessary permissions and exceptions to enable the University to use the invention for academic purposes in the future or to allow the inventor to make academic publications.

(6) Trademarks belonging to the University may be licensed to third parties for commercial or academic purposes only with the University's written permission. Trademark licensing and assignment processes shall be completed upon the approval of the Board of Trustees following the approval of the IIPR Registration Board and the submission of the TTO's report on the process.

Management of Revenues

Article 9- (1) The monitoring, collection, and distribution of revenues to be generated through commercialization shall be carried out jointly by the relevant financial unit of the University and the TTO. All revenues derived from licensing and assignment transactions shall be deposited into a revolving fund account or a special budget account established by the University's financial unit in accordance with the legislation of the Council of Higher Education and the Ministry of Finance. These accounts shall be monitored in compliance with the Public Financial Management and Control Law No. 5018.

(2) Periodic payments arising from license agreements, such as annual license fees or a share of sales, shall be monitored by the TTO and recorded as revenue in the University's accounts in accordance with the contract.

(3) In the event of the assignment of an invention, the lump-sum payment received shall likewise be recorded. During the collection of revenues, if provided for in the contract, delay penalties or additional payments shall also be claimed.

(4) The TTO shall keep a record of the revenue generated for each invention and, at the end of each fiscal year, shall calculate the net revenue of the relevant invention and prepare it for distribution (see Article 10 - Revenue Sharing and Incentives). The University shall track the intellectual property revenues obtained under a separate budget item in accordance with higher education legislation and use them to contribute to the University's research budget.

(5) The matters relating to financial arrangements and revenue sharing regulated under this Article shall not give rise to any direct right or power of disposition on the part of Yeditepe TTO Joint Stock Company. Such transactions shall be carried out within the framework of the division of duties specified in Article 4/A and in line with the decisions of the University's authorized bodies.

Revenue Sharing and Incentives

Article 10- (1) The sharing of the Net Revenue derived from a commercialized invention, as calculated in the manner defined in Article 4, shall be made in accordance with the following principles:

a) Inventor's Share: One half (50%) of the Net Revenue shall be paid to the inventor(s). This rate is above the minimum rate specified in the Industrial Property Law No. 6769 and is a requirement of the University's policy of encouraging innovation. Where there is more than one inventor, this share shall be distributed according to the contribution ratios specified in the invention disclosure, or equally if no ratio has been specified.

b) University's Share: The remaining half (50%) of the Net Revenue shall constitute the University's share. This share may, subject to the approval of the University, be transferred for use in the operational expenses and incentive budget of Yeditepe TTO Joint Stock Company, which is wholly owned by the University, for the purpose of ensuring the sustainability of the research and innovation ecosystem. Such transfer shall be carried out subject to the approval of the Board of Trustees and the University's internal audit procedures.

(2) The share of revenue payable to the inventor shall, following the collection of the relevant revenue by the University, be paid within a reasonable period in accordance with the applicable financial legislation. In such payments, the statutory deductions required under the applicable tax legislation shall be taken into account.

(3) For the purpose of encouraging the generation of intellectual and industrial property rights, the University may make arrangements within its academic incentive system that take IIPR contributions into account, grant additional monetary awards to inventors in order to encourage achievement for each commercialized IIPR, and present honorary awards for IIPR-based achievements at the annual academic award ceremonies. This matter is at the discretion of the University, and whether or not it is implemented falls within the University's authority. Payments made for incentive purposes shall not constitute vested rights.

(4) The matters relating to financial arrangements and revenue sharing regulated under this Article shall not give rise to any direct right or power of disposition on the part of Yeditepe

TTO Joint Stock Company. Such transactions shall be carried out within the framework of the division of duties specified in Article 4/A and in line with the decisions of the University's authorized bodies.

Management of IIPRs in Activities Conducted with Third Parties

Article 11- The ownership, use, and commercialization of intellectual and industrial property rights (IIPRs) arising from collaborations and projects conducted by the University with third parties, including public institutions, the private sector, universities, and NGOs, shall primarily be subject to the provisions of the project, grant, protocol, or cooperation agreement executed between the parties. In cases where no express provision is included in such agreements, the relevant articles of this Directive, in particular Articles 5, 6, and 7, shall apply. Ownership of rights shall be determined on the basis of Article 121 of the Industrial Property Law No. 6769.

(2) In projects conducted with the private sector, the ownership of rights and revenue sharing relating to IIPRs shall be determined by taking into account the level of the parties' technical contribution, the amount of financial support, and the infrastructure/human resources to be used, and shall be expressly regulated in the project agreement. In such projects, the University shall define in advance the commercialization strategy and application obligations; an evaluation by the Intellectual Property Evaluation Board (IPEB) may be required.

(3) In projects supported by public funds such as TÜBİTAK and KOSGEB (*Small and Medium Enterprises Development Organization of Türkiye*), IIPR management shall be carried out in accordance with the call program rules of the funding institutions and the provisions of the support agreement. Within this framework, the University shall be obliged to safeguard both its own institutional rights and the minimum revenue-share rights of the inventor academics arising from the IPL.

(4) In inventions made jointly with another university or research institution, the principle of joint ownership shall apply as a rule. The ownership ratios, the sharing of application and commercialization costs, and the distribution of revenue shall be determined by a "Joint Ownership Agreement" to be signed no later than 3 (three) months from the application date. In the absence of the execution of this protocol, the legal responsibility for unilateral applications filed without the express written consent of the other institution shall lie with the institution filing the application. In this agreement, the University shall take ANNEX-5 as the basis.

(5) Visiting researchers who serve temporarily within the University shall, before commencing their duties, be obliged to sign ANNEX-3, the Confidentiality and IIPR Undertaking, stating that they accept the provisions of this Directive and are under obligations in terms of IIPRs. This document is a precondition for such persons' access to laboratories, data, resources, and projects. If there is a valid IIPR protocol concluded with the University between the relevant person and the institution to which that person is affiliated, the provisions of that protocol shall apply as a matter of priority.

(6) In cases regulating matters such as ownership of rights, application, commercialization, and revenue sharing relating to IIPRs between person(s) contributing to the invention from outside the University and employee inventors, the "Industrial Property Right Assignment, Commercialization, and Revenue Sharing Agreement" (ANNEX-12) shall apply.

Confidentiality and Publication

Article 12- (1) All ideas, inventions, and data developed within the University and having the potential to be patented or commercialized shall be deemed confidential information until a patent application is filed. Accordingly:

- a) Confidentiality Obligation of Inventors: Faculty members, researchers, and students who make the invention shall not share the technical details relating to the invention with third parties until a patent application is filed or the written permission of the University is obtained. In particular, presentations and publications on public platforms, such as conferences, seminars, journals, and online publications, that disclose the invention's novel elements pose a risk to patentability. For this reason, inventors shall make an invention disclosure and obtain the approval of the TTO before making any publication or presentation. Where deemed necessary, the TTO may recommend that a patent application first be filed in order to protect the invention and that publication be made thereafter; or, if it concludes that the invention will not be patented, it may give written approval stating that there is no objection to immediate publication.
- b) Confidentiality Obligation of the University: TTO personnel, members of the IPEB, and all University officials involved in the evaluation processes relating to the invention shall be obliged to keep confidential the information contained in the inventor's disclosure. Such information may not be disclosed to third parties or made public without the permission of the inventor. Where necessary, the sharing of information shall be carried out in a controlled manner by executing Confidentiality Agreements (NDAs) with patent attorneys/agents, consultants, or potential licensees who will examine the invention.

(2) Theses and Academic Studies: Where patentable inventions arise from graduate thesis studies, the making of the thesis publicly accessible in the University library after the thesis defense may, upon the request of the thesis owner and the advisor, be postponed for a certain period, ranging from 6 to 12 months. During this period, the patent application shall be completed and the invention shall be placed under protection. Upon submission of the thesis, students shall declare whether it contains an invention and, where necessary, shall request restricted access. The Institutes of Yeditepe University shall evaluate requests for postponement of thesis access made on the ground of a patent application within the framework of the relevant legislation and shall provide the necessary facilitation.

(3) Freedom to Publish and Timing: The University shall not, as a matter of principle, prevent academic publication; however, the protection of intellectual property shall be observed with respect to the timing of publications containing inventions. A balance should be struck between the desire of inventor-academics to publish research results immediately and the risks that may arise if the patent application is delayed. By filing the patent application or notifying its decision as soon as possible after receiving the invention disclosure, the TTO shall ensure that the researcher's freedom to publish is not excessively restricted. If no patent application is filed within a reasonable period, such as 3 to 6 months, and the University is obliged to prolong the process, the inventor shall be contacted, the situation shall be explained, and, where necessary, alternative means of preserving confidentiality before publication, such as first filing a provisional patent application, shall be suggested.

(4) Public Disclosure and Press: Although, after the patent application has been filed, there remains no objection in principle to the public disclosure of the content of the invention, a degree of caution should still be exercised in order to preserve its commercial value during licensing negotiations. Where publicity is to be made regarding the invention after patent registration has been obtained by the University, such as through a press release or a news item on the website, such publicity shall be made after also obtaining the views of the inventor and without disclosing details that may constitute trade secrets.

Students and Visiting Academics

Article 13 – (1) Student Inventions: With respect to the ownership and commercialization of inventions made and intellectual products developed by Yeditepe University students, the following principles shall apply:

- a) **Course and Graduation Projects:** As a rule, in inventions arising from students' course projects or graduation projects at the undergraduate level, the right holder shall be the student. However, if the relevant project has been carried out using the University's laboratory facilities, material support, or faculty supervision, and particularly if the project is related to a faculty member's research program, the invention may be deemed a service invention. In such case, the student shall make an invention disclosure, and the University shall decide whether or not to claim ownership of the invention. In cases where the University claims the invention, the student, as inventor, shall be treated equally with employee inventors under this Directive in all matters relating to rights and revenue sharing.
- b) **Graduate Students:** Inventions obtained by master's and doctoral students during their thesis studies shall generally be evaluated within the scope of service inventions, since they form part of the University's research activities. Graduate students may be joint inventors together with faculty members, and in such case the sharing of rights shall be made in accordance with the principles applicable to joint inventors in the patent application and revenue sharing. The University shall attach the same level of importance to, and provide the same level of protection for, the inventions of graduate students. Confidentiality and patent application processes shall be coordinated by taking into account the students' need to publish their academic theses (see Article 12).
- c) **Undergraduate and graduate students participating in research projects that involve the "Significant Use of University Resources"** defined in Article 4 or that are conducted with external support, such as from TÜBİTAK or industrial organizations, shall be obliged to sign the "Intellectual Property Rights Protocol" (ANNEX-8) before the commencement of the project. This protocol shall be mandatory only for supported projects or in cases where institutional resources are used to a significant extent.

Conflicts of Interest and Resolution of Disputes

Article 14- (1) During the commercialization of intellectual property rights, conflicts of interest may arise between the University and the inventor, or between the inventor and the licensee company. In order to prevent such situations and ensure transparent governance, the following measures shall apply:

- a) **Transparency and Disclosure:** If, during the commercialization of the invention, the inventor academic or student, or any of their relatives, has an interest that may benefit

from the process, this must be disclosed in writing. For example, if the inventor has a shareholding or consultancy relationship in the company seeking to license the invention, this constitutes a potential conflict of interest and must be notified to the University.

- b) **Independent Review:** In such a case, if deemed necessary, the University shall appoint an independent member to the team conducting the negotiations or shall have the matter reviewed by the relevant higher body within the University. The purpose is to ensure that the invention is commercialized under the best possible conditions, while preventing the University or other stakeholders from incurring any loss arising from the personal interests of any party.
- c) **Compliance with Market Conditions:** Where the inventor wishes to establish their own enterprise and license the invention to that company, or where the inventor has an interest in the company that will obtain the license, the license fees and terms must in all cases be consistent with fair market conditions. In such a case, the TTO shall determine a base value by reference to the license fees paid and comparable practices for similar technologies. The terms of the agreement shall be examined with the same degree of care as agreements to be concluded with third parties, as though the inventor had no connection with the relevant company. Where necessary, additional protocols may be executed between the parties, including provisions that separate the inventor's roles as an academic and as an entrepreneur.
- d) **Academic Freedom and Objectivity:** University personnel must act in accordance with academic objectivity and ethical principles when engaging in industry collaborations or commercializing their inventions. If an academic who is evaluating their own invention or involved in decision-making processes is in a position that may give rise to a conflict of interest, that person shall withdraw from the relevant decision-making mechanism. For example, if a faculty member who is a member of the IPEB is involved in the evaluation of their own invention, that person shall not attend the meeting or participate in the voting. Such procedures ensure fair decision-making.
- e) In cases where a potential conflict of interest has been declared or identified, particularly where licensing is made to a company in which a member of the University or their relatives have an interest, the terms of the license agreement, including fee, royalty, equity ratio, and similar matters, shall be subject to special review by the IPEB. For the purpose of confirming that the licensing terms are consistent with fair market value, the IPEB may request a report from an independent IIPR valuation expert, the costs of which shall be borne by the University. The relevant member may not attend IPEB meetings or participate in decision-making processes concerning their own invention or a company with which they are affiliated.

Article 15- (1) **Dispute Resolution Mechanisms:** In the event of any dispute arising from the implementation of this Directive, internal University remedies shall first be sought:

- a) **Internal Administrative Mechanisms:** If a dispute arises between the University and the inventor, or other relevant parties, regarding inventorship, revenue sharing, licensing terms, or similar matters, the TTO shall first attempt to resolve the dispute. The TTO shall endeavor to listen to the concerns of the parties, find a middle ground, and resolve the dispute at the administrative level. If this proves unsuccessful, the matter may be placed on the agenda of the IPEB of Yeditepe University. The IPEB shall hear all parties

and develop a proposed solution in line with University policies and principles of fairness.

- b) **Mediation and Consultancy:** Where deemed necessary, the University may seek an external solution by appointing a neutral mediator or expert consultant. In particular, mediation may be pursued in complex licensing disputes or disputes arising with other institutions in connection with joint inventions.
- c) **Recourse to Legal Remedies:** Where all internal University remedies have been exhausted and the dispute continues, the parties may seek relief before the judicial authorities of the Republic of Türkiye. In disputes relating to intellectual and industrial property, the Civil Courts for Intellectual and Industrial Property Rights shall have principal jurisdiction, while in matters based on employment relationships, such as employee inventions, the Labour Courts shall have jurisdiction. However, as a matter of preference, the essential principle is that a solution should be reached by way of settlement before this stage is reached.

(2) If the inventor acts contrary to the provisions of this Directive by failing to disclose the invention, filing an unauthorized patent application, or causing a breach of confidentiality, the disciplinary provisions that may be applied by the University are reserved. For academic personnel, Article 53 of Law No. 2547 shall apply; for administrative personnel, the provisions of the Labour Law No. 4857 shall apply; and for students, the provisions of Article 54 of Law No. 2547 shall apply. For visiting researchers or contracted project personnel, the sanctions set out in the relevant contracts may be invoked. Such measures come into consideration only at the final stage of disputes and are essentially intended to be deterrent in nature. Where internal University remedies have been exhausted and the parties have reached mutual written agreement, the dispute may be referred to arbitration, within the framework of the arbitration provisions of the Code of Civil Procedure No. 6100, through arbitrators known to have expertise in the field of IIPRs.

(4) The entrepreneurial partnerships of academic personnel with Yeditepe TTO Joint Stock Company shall be regarded as situations capable of giving rise to conflicts of interest in licensing. In such cases, a separate review shall also be conducted by the University Ethics Committee and the TTO.

Auditing, Monitoring, and Updating

Article 16- (1) **Monitoring of the Directive:** The implementation of this Directive shall be continuously monitored by the TTO of Yeditepe University and the other relevant academic units. At the end of each year, the TTO shall submit an Intellectual Property Activity Report to the senior management of the University. This report shall summarize the invention disclosures made during the year, patent applications, registered patents, license agreements, revenues generated, and problems encountered. In this way, the functioning and effectiveness of the Directive shall be evaluated on a regular basis.

(2) **Performance Indicators:** The TTO shall use specific indicators to measure the success of the Directive, such as the number of invention disclosures made, the number of patents registered, the number of technologies commercialized, the amount of revenue generated, and the shares of revenue paid to researchers. By analyzing the trends in these indicators, it shall be observed to what extent the policy has achieved its purpose.

(3) Awareness and Training: In order to ensure the effective implementation of the Directive, awareness-raising activities shall be carried out within the University. At the beginning of each academic year or at certain intervals, training sessions and seminars on intellectual property rights and technology transfer shall be organized for faculty members and researchers. Newly joining academic staff and students shall be informed about the provisions of this Directive. In this way, it is aimed to prevent possible rights violations or problems arising from neglect.

Spin-off and Start-up Incorporation

Article 17 - (1) The University shall encourage the formation of spin-off and start-up companies established by academic staff, students, or graduates for the purpose of commercializing its own Intellectual and Industrial Property Rights (IIPRs), and shall support the growth processes of such companies through the Technology Transfer Office (TTO).

(2) Where an IIPR owned by the University is commercialized through such companies, no assignment of rights shall be made; instead, a term-based and conditional license agreement shall be executed between the University and the company. The type and scope of the license shall be determined by taking into account the technological maturity level (THS) of the company or product, the financing model, and the commercialization strategy.

(3) The license may be exclusive in nature; however, the University shall at all times reserve the right to use the licensed IIPR free of charge in educational and research activities (research exemption).

(4) Since licensing transactions in favor of companies established by academics themselves involve a risk of conflict of interest, the provisions of Article 15 shall apply. In all licensing decisions within this scope, the “Fair Market Value Report” prepared by the TTO shall be submitted to the board of directors for approval.

(5) Where the licensed company fails to achieve the commercialization targets within the specified periods, the University reserves the right to review the license and, where necessary, terminate it. These periods and targets shall be expressly defined in the license agreement.

(6) Licensing processes for spin-offs and start-ups based on the University’s IIPR portfolio shall be carried out through Yeditepe TTO Joint Stock Company, as authorized by Yeditepe University. The University shall remain a party to the license agreements. However, depending on the development stage, investment structure, and risk profile of the venture, Yeditepe TTO Joint Stock Company may, in its own legal capacity, implement a model of acquiring an equity option in, or becoming a shareholder of, the venture company (equity-based participation). In such case, the shareholding and obligations of Yeditepe TTO Joint Stock Company shall be regulated by a separate Partnership Protocol to be executed between the parties.

Management of Background Intellectual Property

Article 18- (1) All persons who will commence an internal or externally supported research project at the University, or who will join the University in the capacity of visiting researcher, postdoctoral researcher, consultant, or similar status, shall be obliged, before commencing the project or duty, to disclose to the TTO, by means of a “Background Intellectual Property Disclosure Form,” their existing intellectual property, including patents, utility models, software, know-how, and similar rights, that may be relevant to the field of work to be carried out and that belongs to them or to the institution from which they come.

(2) This disclosure shall serve as the basis for determining the ownership ratios over the new intellectual property that will arise as a result of the project.

(3) Any Background Intellectual Property not disclosed at the start of the project may not subsequently be asserted in order to claim rights over the project output. Any legal and financial liability arising from failure to fulfill this obligation shall belong to the person who failed to make the disclosure.

Software and Digital Works Policy

Article 19- (1) Computer programs, algorithms, mobile applications, databases, and digital course contents developed by members of the University shall be regarded as “works” within the scope of the Law on Intellectual and Artistic Works, and the ownership of rights in such works shall be subject to the provisions of Article 7(3) of this Directive.

(2) In the commercialization and dissemination of software owned by the University, the University shall adopt the licensing model most appropriate to the nature of the work and the public interest. The TTO may, in consultation with the inventor, implement one or more of the following strategies together (dual licensing):

a) Commercial Licensing: Licensing the software to companies on an exclusive or non-exclusive basis in return for a license fee.

b) Open-Source Licensing: Making the software publicly available under recognized open-source licenses such as MIT, GPL, or Apache, in order to encourage academic dissemination and its becoming an industry standard. Even in such a case, a separate licensing model for commercial use, namely dual licensing, may be adopted.

(3) The ownership and control of institutional databases developed by the University and used in administrative, educational, or research activities shall belong exclusively to the University.

Updating and Revision

Article 20- (1) Updating and revisions: Intellectual property legislation and policies in the field of higher education may change over time. Yeditepe University may update this Directive as follows:

a) Compliance with Legislative Amendments: Where amendments affecting this Directive occur in the Industrial Property Law No. 6769 or in other relevant laws, regulations, and legislation, the provisions of this Directive shall be adapted to such amendments.

b) Periodic Review: Independently of legislative amendments, the Senate of the University shall review the implementation of this Directive at least once every 3 years. In this review process, the annual reports of the TTO and the feedback of stakeholders shall be taken into account. Where necessary, a working committee may be established to identify areas in which improvements may be made to the Directive, such as the reassessment of revenue-sharing ratios, the introduction of measures to accelerate procedures, and clarification of definitions. The amendments prepared shall be submitted for Senate approval and shall enter into force accordingly.

c) Stakeholder Views: In the process of updating the Directive, it is also important to obtain the views of stakeholders such as faculty members, students, and administrative staff. The TTO may collect the satisfaction and suggestions of such stakeholders

regarding the Directive through surveys or meetings. In this way, the revision process shall proceed through a participatory approach, and the Directive shall be improved so as to provide solutions to actual problems encountered in practice.

Entry into Force and Enforcement

Article 21- (1) This Directive was adopted by the decision of the Senate dated 02/04/2026 and numbered 02, and entered into force upon approval by the decision of the Board of Trustees dated 08/04/2026 and numbered 35.

(2) This Directive shall enter into force as of the date of approval by the Board of Trustees. Upon its entry into force, all previous regulations, circulars, and directives on the same subject that were previously in force shall be repealed. The provisions of this Directive shall apply to all invention disclosures and intellectual property transactions occurring from the effective date onward.

(3) The provisions of this Directive shall be executed by the Rector of Yeditepe University. The Rector shall be authorized, where deemed necessary for ensuring the implementation of the principles set out in this Directive, to issue subordinate regulatory instruments, including procedures based on the Directive, implementation instructions, and internal regulations.

(4) Commercialization, licensing, and spin-off transactions may be carried out by Yeditepe TTO Joint Stock Company. All other transactions relating to IIPRs shall be carried out by the TTO on behalf of the University. Internal regulations defining the boundaries and division of duties between the parties shall be clarified through Implementation Instructions approved by the Rectorate.

(5) All members of the University shall be obliged to comply with the provisions of this Directive and to observe the measures taken by the Rector in order to achieve the purposes of the Directive.

(6) The Rectorate may use internal audit mechanisms in order to ensure the proper implementation of the Directive and shall have the final authority to interpret and decide upon any questions or doubts that may arise in relation to the Directive.

Standard Forms and Annexed Documents

Article 22- (1) All standard forms, undertakings, declarations, application documents, process charts, and similar implementation-oriented documents used within the scope of this Directive shall be prepared by the Yeditepe University Technology Transfer Office (TTO) and updated where necessary. The TTO shall be authorized, in line with the needs of practice, to revise such documents, to put the updated versions directly into effect, and to notify the relevant parties thereof.

(2) Documents having the nature of contracts and being legally binding between the parties, such as license agreements, assignment agreements, and joint ownership agreements, may enter into force only after completion of the following procedure:

- the conformity of the content shall be approved by the Legal Counsel's Office,
- prior to entry into force, the advisory opinion of the Intellectual Property Evaluation Board (IPEB) on the relevant document shall be obtained, and the approval of the Board of Trustees shall be secured.

(3) The annexed documents listed below form an integral part of this Directive. Each refers to the relevant standard document, template, or process draft cited in the respective articles:

ANNEX-1: Invention Disclosure Form (Article 5)

ANNEX-2: Background Intellectual Property Disclosure Form (Article 18)

ANNEX-3: Intellectual Property and Confidentiality Undertaking (Article 11)

ANNEX-4: Draft Confidentiality Agreement (NDA) (Article 12)

ANNEX-5: Joint Ownership Agreement (Article 11)

ANNEX-6: Standard License Agreement (Articles 8 and 17)

ANNEX-7: Standard Assignment Agreement (Article 8)

ANNEX-8: Intellectual Property Rights Protocol (Article 13)

ANNEX-9: Flowchart for the Invention Disclosure and Evaluation Process (Article 5)

ANNEX-10: Preliminary Agreement on Patent Assignment (Article 8)

ANNEX-11: Representation Protocol for an Inventor Leaving the University (Article 5)

ANNEX-12: Industrial Property Right Assignment, Commercialization, and Revenue Sharing Agreement (Article 11)

ANNEX-13: Free Invention Request Form (Articles 2 and 5)

Transitional Provisions

Article 23 – (1) IIPR applications and commercialization processes initiated before the date on which this Directive entered into force shall be concluded within the framework of the previous provisions. However, in ongoing processes, the provisions of this Directive may be applied upon the mutual agreement of the parties.

(2) For a period of one year from the date on which this Directive enters into force, the information and transition process in the relevant academic units shall be supported.