



INTELLECTUAL PROPERTY POLICY

MEDICAL UNIVERSITY - VARNA

Preamble

This Policy lays down the procedure for the creation, protection, use and management of the intellectual property of the Medical University ‘Prof. Dr. Paraskev Ivanov Stoyanov’ (‘MU-Varna’, ‘MUV’).

I. GENERAL PROVISIONS

Art. 1

- (1) The Medical University – Varna is the holder of the intellectual property that are discovered and/or invented as a result of teaching, research, development, and/or other activities carried out by members of the academic and non-academic staff.
- (2) The rights to inventions generated within the scope of research conducted with third parties shall be regulated through a separate agreement.
- (3) Intellectual property created by students who are not employed under a labor contract by the Medical University – Varna, in co-authorship with their instructors or university employees, shall belong to the University.
- (4) This procedure does not apply to intellectual property for which no financial resources, intellectual, and/or material property of the MUV have been used.

Art. 2

- (1) The University's intellectual property becomes publicly available if:

- A contract with MUV requires the research results to be published in the public domain; and/or
- The intellectual property is a product of an open licensing method for materials or software, including but not limited to Open Educational Resources (OER), Creative Commons (see Art. 3, para. 6, item 4), free software, or software under a GNU GPL license, where the licensing terms require that derivative works be included in the public domain.

- (2) Publication of Intellectual Property in the Public Domain
MUV may decide to publish an object of intellectual property, owned by MUV, in the public domain under one or more of the following circumstances:

- In the case of public interest;
- In the absence of the conditions described in Art. 5, paragraph 1;
- For other reasons.

The decision is made following a proposal from the Office for Technology Transfer and Innovation (OTTI) to the Director of the Research Institute at MUV (RIMUV), and a subsequent report by the Director of RIMU-Varna to the Rector of MUV.

II. DEVELOPMENT ORDER, PROCEDURE

Art. 3

(1) Representatives of the academic and non-academic staff of MUV are given the opportunity to disclose any of their inventions to an officer of the OTTI.

(2) The disclosure is made in writing by completing an "Invention Disclosure Form." After reviewing the completed form, OTTI assesses the patentability and applicability of the invention within 90 days and prepares a report to the Rector of MUV, coordinated with the Director of the RIMUV.

(3) The report under paragraph 2 includes the following information:

- Name of the invention and its inventors;
- Summary of the innovation and its potential applications;
- Percentage distribution of ownership shares among the inventors;
- Market value analysis of the invention and recommendations for a future intellectual property protection strategy, including estimated costs.

Art. 4

(1) Following a positive resolution by the Rector regarding the proposed intellectual property protection measures for the invention, OTTI shall undertake actions to file an application and maintain the already protected intellectual property.

(2) No later than three months after receiving the Rector's positive resolution on the report, OTTI, together with the inventors, shall develop a strategy for the protection of the copyrights of the invention. This strategy is formalized in a new report to the Rector and includes the specific measures needed to protect the copyright, including the type of intellectual property (e.g. patent, utility model), and the selection of the patent office for filing (e.g. Bulgarian Patent Office, European Patent Office, United States Patent and Trademark Office, etc.).

(3) Upon a proposal by OTTI, coordinated with the Director of the RIMUV and the Vice-Rector for Research, and following a resolution by the Rector, MUV may release its interest in the invention. In such a case, the inventor shall be free to manage the invention in accordance with the applicable legislation of the Republic of Bulgaria.

(4) All applications for protection based on a completed Invention Disclosure Form, duly submitted to MUV (by email and registered with an incoming number from the Records Office), become the property of the Medical University "Prof. Dr. Paraskev Stoyanov" – Varna, located at 55 Marin Drinov St., Varna 9002.

(5) Inventors are obligated to provide all necessary signatures during procedures for securing and obtaining intellectual property rights. They are also required to inform OTTI of any changes to their address as registered in the Invention Disclosure Form or other documents related to property protection.

(6) In cases where an invention involving an MUV employee has been disclosed to another institution, the MUV inventor must disclose the content of the invention to OTTI no later than four weeks after the disclosure to the other institution.

III. FUNDING. DISTRIBUTION OF INCOME

Art. 5

(1) The costs of patenting intellectual property will be covered by MUV if:

- The invention is of interest to MUV;
- The exploitation strategy has been discussed in advance with OTTI and approved;
- There is a potential market or interested party;
- There is no available partner willing to finance the patenting costs.

(2) In the absence of the circumstances under para. 1, and if this does not contradict the conditions of the funding instrument involved in the creation of the patent, OTTI shall make a recommendation to the Director of the RIMUV, who will, through a report, propose to the Rector of MUV that ownership of the patent be transferred to the researchers under mutually agreed terms. In such cases, the researchers may file a patent application in their own name and at their own expense, as inventors and owners, and MUV shall not make any financial claims.

(3) For already registered patents owned by MUV, for which there is no interest in maintaining or paying for the extension of the patent coverage period, OTTI must timely inform the inventors and recommend to the Director of RIMUV, who, via a report, proposes to the Rector that the ownership be transferred from MUV to the researchers.

Art. 6

The revenues from the exploitation of MUV's intellectual property shall be distributed as follows:

- **60%** – to the Inventor(s)
- **40%** – to MUV, distributed as follows:
 - **10%** – to the MUV "Science" Fund
 - **20%** – to MUV, without targeted allocation
 - **10%** – to OTTI (for core activities, including training, IP protection costs, commercialization expenses, etc.)

IV. LICENSING AND PUBLICATION OF RESULTS

Art. 7

(1) MUV, through the OTTI, will strive to license inventions owned by MUV and to commercialize them. MUV will offer exclusive or non-exclusive licenses to potential buyers of its inventions.

(2) During the preparation process for licensing inventions, OTTI must have access to the text of grant agreements or contracts funded by industry that relate to future inventions.

(3) If a potential buyer is identified at an early stage of scientific development, before filing an intellectual property protection application, the invention may be transferred in advance to such a partner. For this purpose, OTTI submits a proposal to the Director of RIMUV, who then submits a report to the Rector of MUV.

(4) In research collaborations with third parties, intellectual property resulting from the project may also be transferred to the partner in advance, prior to filing a protection application. In such cases, OTTI submits a proposal to the Director of RIMUV, who reports to the Rector of MUV. Upon a positive resolution, the partner is obliged to submit a patent application jointly with the MUV inventors, no later than one year after the completion of the research project.

Art. 8

(1) While MUV encourages its researchers to publish their research results in the public domain, including in scientific journals and academic forums, it is MUV's policy to take actions against the premature public disclosure of research results that would make valid patent protection impossible.

(2) MUV researchers who have submitted an Invention Disclosure Form to OTTI must coordinate with OTTI regarding any manuscript for publication or presentation in academic forums, popular science outlets, and/or the media related to the disclosed invention, prior to publication. Where possible, publication should be delayed until after a patent application has been submitted.

(3) Public dissemination of results must not violate the terms of any agreements between MUV and third parties.

(4) "Publication" as per para. 6, item 2 also includes open access publication (e.g. under a Creative Commons Attribution 3.0 License) or dissemination via electronic scientific platforms such as National Center for Information and Documentation (including dissertations and abstracts), LinkedIn, ResearchGate, Google Scholar, BioArXiv, etc. The same applies to premature release of software or code under open access (see also Arts. 7 and 9).

Art. 9

(1) All individuals who may create intellectual property as part of their work must document their activities in a format that can be traced and reproduced. This is essential to support any future claims to intellectual property rights.

(2) Creators of intellectual property should understand that their records may be subject to verification when securing protection, such as patent protection.

(3) Data generated during research must be stored in laboratory notebooks or in a suitable electronic format, properly archived, for a period of no less than **20 years**, in accordance with the maximum patent protection term set by patent offices.

V. COMMERCIALISATION OF RESULTS AND CONFIDENTIALITY

Art. 10

(1) The intellectual property owned by MUV includes:

- Patents;
- Utility models;
- Trademarks and service marks;
- Trade names;
- Rights to domain names;
- Design rights;
- Copyrights;
- Moral rights;
- Rights to topographies;
- Rights to databases;
- Rights to trade secrets;
- Rights to works created by computer hardware or software owned or operated by MUV;
- Rights to works created using MUV resources, including films, photographs, multimedia works, typographic arrangements, field and laboratory notes;
- Confidential information and know-how.

(2) MUV is committed to promoting the commercialization of intellectual property by licensing its technologies to companies that can enhance the public impact of research results.

(3) Following successful commercialization of MUV's intellectual property and the generation of revenue, the income shall be distributed in accordance with the provisions of **Art. 6** of this Policy.

Art. 11

(1) All individuals involved in the processes regulated by this procedure must not disclose any information that becomes available to them during their work at MUV. Where applicable, Confidential Disclosure Agreements (CDA) or Non-Disclosure Agreements (NDA) shall be signed. Information subject to such agreements must be treated as confidential and may only be disclosed to persons explicitly listed in the agreements.

(2) Individuals must understand that any disclosure of intellectual property generated during activities at MUV may negatively affect future commercialization opportunities, such as preventing the filing of a patent application.

(3) In the event of a breach of the confidentiality clause, the OTTI must be notified immediately.

TRANSITIONAL AND FINAL PROVISIONS

§1.

For the purposes of this policy, "**Revenues**" include:

- Royalties;
- Advance payments against royalties;
- Upfront license fees;
- Milestone payments;
- Other equivalent financial interests.

§2.

"Computer software" refers to all computer programs (including, but not limited to, microcode, subprograms, and operating systems), regardless of the form in which they are executed or the object in which they are stored, along with operational instructions and other accompanying explanatory materials, as well as all computer databases.

§3.

A "**Research organization**" is:

- An organization as defined in Art. 47, para. 1 of the Higher Education Act;
- Another legal entity that simultaneously meets all of the following conditions:
 - Conducts research activities accounting for more than half of its expenses during each of the last three years;
 - Has scientific publications in indexed and peer-reviewed scientific journals;
 - Employs at least seven individuals under a labor contract for conducting scientific research, each holding a doctoral degree.

§4.

"Research infrastructure" is the combination of facilities, equipment, and resources, including the relevant human resources, used to conduct scientific research. This includes scientific equipment or sets of instruments, expertise and knowledge-based resources, related activities, structured scientific data, and all other capabilities that enable scientific research. Where appropriate, these resources may also be used for purposes other than research, such as educational or public service purposes.

§5.

A **"Startup enterprise"** is a commercial company with high growth potential, engaged in innovative activity, established with the aim of developing, introducing, and marketing innovative products or services.

§6.

"Technology transfer" involves the transfer of knowledge and technologies aimed at acquiring, collecting, and sharing specific or potential knowledge, including skills and competencies related to both commercial and non-commercial activities. This includes research collaboration, consulting, development of the technology life cycle from idea to industrial and market application, measures for intellectual property protection, licensing, spin-off company creation (e.g., "Startup enterprise" under §8), publications, and mobility of researchers and other staff involved in these activities. It also encompasses other types of knowledge, including the use of standards and regulations, real-world operational conditions, organizational innovation methods, and knowledge management related to identifying, acquiring, protecting, and utilizing intangible assets.

§7.

A **"Research project"** covers one or more categories of basic or applied scientific research with clearly defined economic, scientific, or technical characteristics, specific and pre-determined objectives, research methods, and expected results. These are used to evaluate the degree to which the objectives are achieved and the appropriateness of the applied methods.

§8.

A **"Trademark"** (TM) is a sign protected by exclusive rights that is capable of distinguishing the goods and/or services of the trademark owner from those of others. Trademark registration is a crucial part of brand building and development. A trademark may consist of words, numbers, symbols, figurative elements (logos), colors or combinations of colors in various arrangements, and may also include, though not necessarily, sound, video, and holographic marks, three-dimensional shapes, etc.

A registered trademark gives its owner the exclusive right to use the sign for certain goods and services, and to prohibit third parties from using the mark or similar signs. The trademark owner

has the right to manage the trademark, including transferring it to another person, licensing it, using it as collateral for a pledge, etc.

A trademark is registered for specific goods and/or services for which the protection applies. Goods and services are classified into **45 classes** under the **Nice Classification (1957)** <https://nclpub.wipo.int/enfr/>. The term of a registered trademark is **10 years** and may be renewed an unlimited number of times, subject to payment of the applicable government fees.

§9.

A "**Design**" is the aesthetic and ergonomic composite quality of an image or object of applied art or industrial application. Broadly, it may also refer to the structure of a given object. **An** industrial design is the visible appearance of a product or a part thereof, determined by its shape, lines, etc., and must be produced by industrial or artisanal means.

The **author** is the person who created the design. The right of authorship is **perpetual and non-transferable**. The **design right** is acquired upon registration with the **Patent Office**, effective from the date of application.

A design may be registered if it is **new and original**.

- A design is considered **new** if, prior to the filing date, no identical design has been made publicly available through registration, publication, or any other disclosure.
- A design is considered **original** if the overall impression it creates differs from that of any design disclosed before the application date.

§10.

"Know-how" is any specific knowledge related to a process, technology, or procedure that is not publicly known and is applied in business or industry. Its value lies in its **economic utility**, and it is typically kept **confidential**.

Some legal texts refer to it as "industrial experience," a near-synonym, though not always accurate, as know-how may concern services or other non-manufacturing activities (e.g., an innovative method for providing online services).

The main form of know-how protection is through **contractual confidentiality obligations**. Know-how may be **patentable** if it meets the relevant criteria.

§11. Non-patentable Material

This term (including biological material) refers to items such as cell lines, organisms, proteins, plasmids, DNA/RNA, chemical compounds, transgenic animals, and other materials of scientific or commercial value for which no patent application has been filed or granted, provided that the material was developed by individuals covered by this policy.

Contributors are persons (e.g., academic staff of MUV) who have participated in the development of such non-patented material.

§12.

This Intellectual Property Policy does not **apply** to intellectual property (IP) objects created by academic or non-academic staff of MUV **outside the scope of their professional duties and/or without the use of MUV resources and/or infrastructure** (e.g. working time, equipment, laboratories – see definition of “Research Infrastructure”).

§13.

This Policy also **does not apply** to IP created by academic or non-academic staff of MUV within the framework of **European programs and projects** with direct or indirect **EU funding**, if such projects have specific IP requirements.

§14.

This Intellectual Property Policy, along with all its annexes, is approved by a **decision of the Academic Council** of the Medical University – Varna, Protocol N 23/27.05.2025, and shall enter into force from the date of its approval.

§15.

This Policy **repeals the previous Regulation for the Management of Intellectual Property of MUV**, approved by the Academic Council on **February 22, 2016** (Protocol N 59/22.02.2016).