



Regulations on the Intellectual Property Management at Medical University "Prof. Dr. Paraskev Stoyanov" - Varna

Adopted by resolution of the Academic Council of the Medical University "Prof. Dr. Paraskev Stoyanov"- Varna on 22 February 2016 (Minutes No. 59 / 22 February 2016)

Preamble

Medical University "Prof. Dr. Paraskev Stoyanov"- Varna initiates, organizes and controls the conduct of research activities by the members of the academic staff and the lecturers. The main goal is developing science and implementing the research results of activities conducted at the University in practice.

Objectives

Art. 1. (1) In implementing the research, MU - Varna aims at achieving the following objectives:

- (a) creating and disseminating items of intellectual property resulting from the research conducted;
- (b) creating and disseminating items of industrial property goods resulting from the research conducted;
- (c) creating opportunities for the items of intellectual property created to be further developed and implemented in practice;
- (d) to improve opportunities for professional development and qualification of the academic staff and the students;

Scope

Art. 2. (1) These Regulations govern the occurrence, management, exercise and transfer of intellectual and industrial property rights owned and/or created within the University, in the form of inventions, research, teaching or other activities.

(2) These Regulations cover all intellectual or industrial property rights owned or managed by the University when:

(a) the intellectual or industrial property shall have arisen as a result of the performance of the employment obligations of a worker/employee. This includes intellectual property reproduced in teaching materials, aids, research papers, industrial property in the form of new inventions created by the academic staff in the performance of their activities within their employment contract.

(b) the intellectual or industrial property shall have arisen as a result of a joint research contract or grant agreement.

(c) intellectual or industrial property created by an outsourcing contract.

(3) The Regulations also govern the use of any intellectual and industrial property rights of third parties in order to ensure their free exercise for the activities of the University.

Principles

Art.3. (1) In carrying out any research activities, MU - Varna shall be guided by the following principles:

(a) promoting the creation, use and protection of intellectual and industrial property in order to optimize its socioeconomic benefits;

(b) providing for the necessary incentives to ensure that intellectual or industrial property management policies are adequately implemented;

(c) public disclosure of research and development results.

(2) The University should protect and exercise its intellectual and industrial property in accordance with the legislation of the Republic of Bulgaria and the norms of European law.

Items of industrial property that have been created as a result of research activities. Registration

Art. 4. Any patentable invention, according to the provisions of Art. 6 et seq. of the Patent and Utility Model Registration Act, created as a result of the research should be patented.

Art. 5. (1) Where the invention under Article 4 is created within the performance of any duties arising from an employment contract or any other legal relations of the inventor, unless otherwise provided by the contract, the invention is job-related.

(2) The invention is job-related according to the previous paragraph, if at the time of creating it:

1. the inventor has been performing their job-specific official duties;

2. the inventor has been performing duties other than those mentioned in the previous paragraph 1, but they have been specifically entrusted to them and such creation was expected;

3. the inventor used material or financial resources provided by the University or knowledge and experience gained as a result of the work.

(3) When the invention is job-related only in respect of one or several inventors, respectively the contractors, the provisions of the preceding paragraphs shall apply only to those inventors, their employers and contracting authorities, accordingly.

(5) The inventor, the contractor, respectively, within the meaning of this article is obliged to notify the University in its capacity of employer or contracting authority in writing within three months following the creation of the invention.

(6) The inventor having created a job-related invention has the right to be referred to and the right to fair remuneration, if such was not provided in the respective contract. In determining the remuneration, the following shall be taken into account:

1. the profit generated from all uses of the invention during the term of the patent;
2. the invention value;
3. the contribution of the University as expressed in the resources invested in creating the invention, the equipment, materials, knowledge, experience, personnel and any other assistance provided. The remuneration is due by the University, and where the University is not a patent holder, by the University and the patent holder jointly.

(7) Where the remuneration referred to in the preceding paragraph, whether agreed in a contract or determined in accordance with the above rules, is unfair in view of the real profits generated and the value of the invention, such remuneration may be increased at the request of the inventor.

Art. 6. (1) The right to file an application for registration of inventions belongs to the inventor or their successor. When the right of application belongs to several persons, it is exercised jointly by them. The waiver of one or more of them to participate in the filing or in the patent awarding procedure does not prevent the others to take the actions provided for by this act.

(2) The applicant shall be deemed to have the right to apply until otherwise established by a court ruling.

(3) The right to announce an invention obtained in the performance of obligations arising from the employment or other legal relationship of the inventor shall belong to the University. MU - Varna shall file an application within three months of receiving a notice from the inventor about the created invention. The right to apply may belong jointly to the University and the inventor, if this is agreed in advance in a contract.

(4) When the invention is created based on a contract, the right to apply belongs to the University in its capacity as a contracting authority, unless otherwise provided in the contract.

Art. 7. (1) The University, the inventor and the contractor are required to refrain from actions that may infringe the rights under this article.

(2) When the patent subject is a product (product, device, machine, equipment, substance, etc.), the patent owner shall have the right to prohibit any third party from performing the following actions:

1. product manufacturing;
2. offering for sale, trading the product, including import, use or storage of the product for marketing, selling or using it.

(3) Where the patent subject is a method, the patent owner shall have the right to prohibit any third party from performing the following actions:

1. applying the method;
2. performing all actions listed in para. 2, subpara. 2, regarding the product directly obtained by using the method.

(4) The patent-covered protection of biological material having specific properties as a result of the invention includes any biological material derived from that biological material by reproduction or multiplication in an identical or different form and with the same properties.

Patent rights over industrial property items arising as a result of research

Art. 8. The right to a patent shall belong to the person having the right to apply under Art. 6 of these Regulations.

Items of intellectual property that have arisen as a result of research. Rights and owners.

Art. 9. As a result of the research, any subjects to copyright and related rights may arise. These may be rights that include, but are not limited to, the following: multimedia products, databases, computer software, articles, collections, teaching materials, registers kept, etc.

Art. 10. (1) The academic staff of MU - Varna together with their students are encouraged to participate actively in the creation of intellectual property items as a result of research.

(2) The copyright to a work created within the framework of an employment relationship belongs to the author.

(3) The University has the exclusive right, without the author's permission and without payment of remuneration, unless otherwise agreed in the employment contract, to use the work thus created for its own purposes. The University may exercise this right in a manner and to an extent consistent with its normal activities.

(4) The copyright of a commissioned work belongs to the author of the work, unless otherwise provided in the commissioning arrangement.

(5) Unless otherwise agreed, the University as commissioning party has the right to use the work without author's permission for the purpose for which the work was commissioned.

(6) Students should be given the opportunity to participate in research together with the Institute and its academic staff.

(7) In cases where a research project is founded by a third party under a contract or donation, students can participate in the project by entering into a preliminary contract with the University. The agreement governs the ownership of intellectual property, as well as the granting of rights thereto, on a case-by-case basis.

(8) The supervisor undertakes to inform students of any intellectual property-related contractual or confidential matters prior to the start of the research project.

(9) Students who have contributed to the development of intellectual property through the creation of projects, dissertations or studies in connection with research

should inform their supervisor.

Participation of third parties in the research

Art. 11. Third parties may participate in the research of the University under a procurement contract governing the copyright to intellectual and industrial property, its exercise and transfer.

Property right and its exercise as a result of research funded by third parties or consultancy

Art. 12. (1) In the cases where the intellectual or industrial property arises as a result of research funded by third parties, the ownership and the exercise of any rights over the same shall be settled in a written contract between the parties.

(2) In the cases under para. 1, all lecturers and students participating in a project funded fully or partially by third parties, should be notified by the project leader of the contractual clauses before starting the study.

(3) In cases where the University enters into a contract with a third party for consultancy to research, which consultancy is intended to be carried out by an employee of the University, any relations concerning the title to intellectual or industrial property resulting from the consultancy provided should be settled with a contract on a case-by-case basis.

Collective exercise of intellectual and industrial property rights. Joint research. Title.

Art. 13. (1) When conducting joint research with other research organizations, the title to the new knowledge should belong to the party that created it, but may be transferred to the various parties on the basis of a contractual agreement concluded in advance, adequately reflecting the respective interests, tasks, financial and other input of the parties in the project.

(2) When an invention is created as a result of joint research and the patent is granted to more than one person, and no otherwise is agreed between them, the invention may be used by any joint holder in full, and all other rights shall be exercised with the consent of all joint holders. In these cases, the rules of ownership as set out in the Property Act shall be applied.

(3) In all cases of joint creation of a work in the form of educational materials, collections, aids, etc., the copyright to a work created by two or more persons shall be determined in accordance with the provisions of the Copyright and Related Rights Act.

(4) The consent of all co-authors shall be required for each use of the work and for further reworking, except for the cases under Art. 10.

(5) The intellectual property right to created scientific theses and dissertations shall belong to their author. The author may transfer such right to the University under a contract on a case-by-case basis.

Specific items of intellectual property created as a result of research

Art. 14. (1) Copyright in computer programs and databases created within the employment relationship shall belong to the University.

(2) The University is owner of all the software and related systems resulting from the normal exercise of the job-related duties by the staff.

(3) The University also retains its title to the software and related systems that result from students' participation in research.

(4) The University owns the databases generated as a result of the normal exercise of the job duties of the staff.

(5) The University also retains ownership of the databases generated as a result of students' participation in research.

(6) In cases where the copyright belongs to the University, the academic staff, the students and the third parties, the following statement should be used on all materials: “© the name of the University 20[xx]. All rights reserved.

Granting intellectual and industrial property rights created as a result of research

Art.15. (1) Granting any rights of intellectual and industrial property generated as a result of the research shall depend on the respective products and shall be considered on a case-by-case basis.

(2) The author shall grant to the University the exclusive or non-exclusive right to use the work created by them under certain conditions and for a fee for each specific case with a contract for the use of the work. Remuneration may be agreed in the contract.

(3) Where an exclusive right to use a work is granted to the University, the author may not use it alone in the manner, for the period and for the territory stipulated in the contract nor surrender this right to any third parties.

(4) When a non-exclusive right to use a work is granted to the University, the author may use it alone, as well as assign a non-exclusive right to the same work to any third parties.

(5) The contract for the use of a work may be entered into for a period of up to ten years.

(6) In the case of transfer of rights over any patented inventions, license agreements have to be entered into on a case-by-case basis. The license can be ordinary, exclusive, full or limited.

(7) Under the ordinary (non-exclusive) license, the licensor, assigning the license to one person, shall reserve the right to assign such a license to any other persons, as well as to use the intangible object alone. Unless otherwise expressly provided in the contract, the licensee shall have no right to assign a license to any other persons.

(8) The exclusive license should be explicitly agreed. In this case, the licensor shall have no right to assign the licensed item to any third party and may use such item only if

expressly agreed. The licensee shall have the right to assign the license rights to any third party through sublicenses. This right may be limited by express agreement or subject to the consent of the licensor.

(9) The license is full when not providing restrictions on the use of the item of industrial property.

(10) The limited license may contain any restrictions on use that should be agreed on a case-by-case basis.

Art. 16. Except as provided for in Art. 15 of these Regulations, granting and transferring of industrial and intellectual property rights should be effected in compliance with the provisions of Bulgarian law.

Confidential information

Art. 17. (1) The staff, the students and any third parties being parties to any research-related contracts undertake not to use or disclose information made available to them in the performance of their contractual obligations when such information was indicated as confidential in the respective contract or in the terms and conditions of the research project.

(2) The use or disclosure of information is prohibited even when it is known or communicated with the condition of not to be used or disclosed.

Detection of infringements of intellectual and industrial property rights

Art.18. In the event of any infringement of intellectual property rights set out in these Regulations, the University reserves the right to contact the respective competent authorities.

TRANSITIONAL AND FINAL PROVISIONS

§ 1. The rules of Bulgarian legislation shall apply to any matters that are not specifically set out in these Regulations.

§2. These Regulations were adopted by a resolution of the Academic Council of MU - Varna "Prof. Dr Paraskev Stoyanov" of 22.02.2016 (Minutes No. 59 of 22.02.2016) and shall enter into force on the date of adoption.