

**Affirmed by:**

**Director: Prof. Tania Pencheva, PhD**



## **INTERNAL REGULATIONS**

### **for registration, protection and use of objects of intellectual property at the Institute of Biophysics and Biomedical Engineering – BAS**

#### **I. General terms and conditions**

**Art. 1** (1) These Regulations set out the procedure for registration, protection and use of objects of intellectual property at the Institute of Biophysics and Biomedical Engineering (IBPhBME) which have been created while performing obligations ensuing from labour or other legal relationships, as well as the procedure for protection and use of objects of intellectual property the rights of which have been acquired otherwise.

(2) Objects of intellectual property are inventions, utility models, original software, methodology, prototypes of devices, and works of science.

**Art. 2** The respective contracts – labour, civil, doctoral, etc. shall regulate in detail the rights and obligations of each of the parties regarding the creation and use of intellectual property objects.

**Art. 3** (1) IBPhBME is the holder of an object of intellectual property according to Art. 1 and 2 in cases where:

1. The author / the inventor has performed duties inherent to his occupation position as described in his / her job description;
2. The author / inventor has performed duties beyond those specified in sec. 1 but these duties have been specifically assigned to him / her (e.g., by a supplementary agreement) by the Director of IBPhBME;
3. The author / inventor has used materials, financial resources, knowledge and experience gained as a result of his / her work in IBPhBME.

(2) The rights of objects of intellectual property created by PhD students during the development of their dissertation papers, projects involving third persons, as well as the rights of works based on objects created and owned by IBPhBME, belong to IBPhBME unless otherwise provided in the contract.

**Art. 4** (1) These Regulations do not apply to scientific products developed for the purpose of scientific development and academic advancement of their creators (e.g. articles in scientific journals, conference papers, or teaching aids the writing of which has not been assigned by IBPhBME and for the creation of which no material, intellectual, and financial resources of the Institute have been used).

(2) These Regulations do not apply to objects of intellectual property which are regarded as classified information and / or are subject to other rules.

## **II. Procedure for registering and using a created intellectual product**

**Art. 5** Having created an intellectual product, its authors shall promptly notify the Director of IBPhBME, applying the full product description and source documentation for its registration in the respective form for intellectual property identification. The effective date of the notification is the date filed at the Administrative Office of IBPhBME.

**Art. 6** (1) The Director of IBPhBME shall, if necessary, assign an assessor selected by him / her the task of making evaluation and recommendations regarding the use of the developed intellectual product.

(2) In cases where the Director of the autonomous scientific unit is the author or co-author of the developed product, assessor shall be appointed by the Deputy Director.

**Art. (1)** Within seven days from the assignment, the appointed assessor, together with the creator(s) of the intellectual product, shall examine the possibilities for registration of the created product as intellectual property by completing and submitting to the Patent Office of the Republic of Bulgaria a request for a preliminary inquiry of the research result.

(2) In cases when the process of creating an intellectual product requires the use of intellectual property objects of which third parties have exclusive rights, the assessor shall give an opinion on the necessity to obtain consent for their use.

(3) Within seven days of receiving the opinion from the Patent Office, the appointed assessor shall prepare a reasoned report with a proposal to the Scientific Council to fund the procedure for protection of the research results on the basis of its market potential and the opportunities for its commercialization (described in a special form).

(4) The prepared report and the opinion of the Patent Office shall be submitted to the Scientific Council for decision at its first meeting after they are filed. The appointed assessor shall be present at the Scientific Council.

**Art. 8** (1) The Scientific Council (SC) shall decide whether to proceed with the filing of an application. The decision of the SC should clearly indicate the territorial scope of the application and the applicants.

(2) In the event of a positive decision of the Scientific Council, within two months the appointed assessor, together with the authors and an external patent specialist, shall prepare, if necessary, the documentation for filing the application for protection of the intellectual product at the Patent Office of the Republic of Bulgaria or a respective institution abroad.

(3) The appointed assessor, together with the author(s) of the invention, shall deal with the correspondence with the respective patent office in connection with the registration and examination of the intellectual property objects.

**Art. 9** The Director of IBPhBME notifies within three days the Joint Innovation Centre of the Bulgarian Academy of Sciences (JIC – BAS) about the creation of the intellectual product by



applying a completed form for its potential commercial realization and a financing proposal as well as making a proposal for financing by the Management Board, if necessary.

**Art. 10** In case that within three months of the notification of the Director of IBPhBME, the creator of an intellectual product has not received a decision from the Scientific Council or the SC has made the decision to reject the request for its protection, the right to file the intellectual property object shall be transferred to its creator(s).

**Art. 11** Financial issues regarding registration, product maintenance, including the maintenance period and the distribution of profits, are determined by negotiation between IBPhBME and the inventors prior to its application for registration, while taking into account the conditions of the creation of the intellectual property object and the financial capacity of IBPhBME.

**Art. 12** (1) IBPhBME shall establish and maintain a Register of registered and maintained intellectual property objects.

(2) IBPhBME shall monitor the correct use of the objects which it owns or co-owns together with other natural and legal persons.

(3) In case of registered revenues from the realization of intellectual property objects, an Intellectual Property Objects Maintenance Fund in IBPhBME shall be established.

**Art. 13** (1) Right-to-use (license) to an intellectual property object shall be granted upon filing of a written request to the Director of IBPhBME.

(2) Within 20 working days following the filing of the request, the Director or a person appointed by his / her order shall coordinate the request with the inventor(s) and, in case of a favourable opinion, shall prepare a contract for granting the right-to-use of the intellectual property. The contract is approved by the Scientific Council of IBPhBME.

**Art. 14** The concluded contracts for the granting of the right-to-use of intellectual property objects shall be entered in the Register of Intellectual Property of IBPhBME.

### **III. Distribution of the revenues from the implementation of intellectual products**

**Art. 15.** (1) The revenues from the commercial implementation of the intellectual property objects shall be distributed according to a contract between IBPhBME and the inventor(s) concluded prior to the application for registration of the intellectual property object.

(2) The revenues of IBPhBME shall not be less than 40%, of which 40% shall be allocated to the Intellectual Property Objects Maintenance Fund of IBPhBME.

### **V. Obligations of confidentiality**

**Art. 16** (1) The Director of IBPhBME shall include in each labour, civil, and doctoral contract the obligation of the other party to the confidentiality agreement for all circumstances that have become known during the procedure of registration, protection, and

use of the intellectual product. The obligation period shall be 3 years after termination of the contract. In case of non-fulfillment of the obligation of confidentiality, the Director shall take measures so that disciplinary or material liability is assumed for the damages caused.

(2) After termination of the contract under para. (1), the intellectual property objects created while working under that contract shall remain property of IBPhBME.

## **V. Transitional and final provisions**

1. For all issues not covered by these Regulations, the provisions of the effective Bulgarian legislation shall apply.
2. In case of a conflict with the effective legislation and normative acts regulating the activity of BAS, the Regulations shall be updated.
3. The present Regulations were adopted by the Scientific Council of IBPhBME on July 17<sup>th</sup> 2019 and entered into force on the same day.