

Annex 4**to the Development and sustainability programme with a business plan****Intellectual Property Policy and Rules**

This document is an essential part of the Partnership Agreement between the entities that are implementing the project for the establishment, development, and maintenance of the BLUE CRISTAL Center of Competence (CoC). It contains internal rules that have been uniformly accepted by all partners under the agreement. After signing the agreement and subject to the approval of the distributed scientific infrastructure project, compliance with these rules, including a plan to deal with the use of research and development outcomes and open access to data, becomes mandatory. The project is titled "Blue Coastal Marine and Riverine Innovative & Sustainable Management of Environments and Resources" and has the acronym BLUE-CRISTAL

1. GENERAL PROVISIONS

The Research Consortium has a policy of collaborating to create a Distributed Scientific Infrastructure (DSI) that can have a positive impact on the Bulgarian coastal areas and regions adjacent to the Danube River and Black Sea through advanced interdisciplinary research and coordinated innovation initiatives. The main objective of this partnership is to conduct fundamental scientific research, industrial research, and experimental development, and to disseminate the outcomes of these activities widely through teaching and publications, including free access and knowledge transfer. These rules have been developed in compliance with essential normative acts, such as the Constitution and Laws of the Republic of Bulgaria, the Copyright and Related Acts (CRA), The Civil Procedure Code of the R of Bulgaria, and the State Responsibility for Damage to Citizens Act (SRDCA). Additionally, other acts and several by-laws related to the subject have been harmonized, transposed, and implemented according to European legislation.

2. OBJECTIVES OF THE RULES

- 2.1. Ensure that the commercial utilization of research outcomes is focused on supporting and developing science and innovations throughout the country.
- 2.2. Defining the principles of division of intellectual property rights and the interests of CoC, its researchers, Ph.D., and post-doctoral students, employees, and third parties with the commercialization of intellectual property.
- 2.3. Providing conditions for ensuring the patent purity of the projects developed in CoC and preventing abuse of intellectual property by third parties.
- 2.4. Ensuring efficient mechanisms and technologies for commercialization.
- 2.5. Promoting relationships with the business environment by encouraging the commercialization of research outcomes.

3. INTELLECTUAL PROPERTY RIGHTS

The common understanding of intellectual property covers subcategories of rights pertaining to industrial property (including patents, useful models, industrial design, trademarks,

geographical indications, and company names), copyright and related rights (including software, databases, etc.), and undisclosed information (including know-how, trade secrets, confidentiality agreements, or rapid production).

3.1. Subject: Project activities outcomes

3.1.1. The right to obtain patents for technical solutions, as well as the exclusive right for software and know-how objects, created by researchers, Ph.D. and post-doctoral students, and CoC employees as a result of fundamental and applied research, experimental developments, and innovation projects in relation to their work obligations or a specific assignment by the employer, belongs to the employing entity, which is taken into consideration when full-time or civil contracts are prepared and in the relations between the parties, creating intellectual property.

3.1.2. The right to obtain patents for technical solutions, as well as the exclusive rights for software and know-how objects stemming from fundamental and applied research, development, and innovation projects funded by third parties or external organizations, is determined by the Contract for specific work. The conditions for the division or rights (exclusive rights) over work outcomes are an obligatory part of the Contract

3.1.3. If the Steering Committee decides not to support the operation of a patent for an invention, useful model, or industrial design, the inventor employed at the CoC, may request the transfer of exclusive rights on his/her invention within the rights transfer contract. If such a transfer does not violate the obligations of the Partner under other contracts, the latter transfers the rights to the inventor. In this case, the inventor provides compensation to the relevant CoC partner employing the innovator in the amount of 50 % of the expenses for the patent procedure for the invention, useful model, or industrial design.

3.1.4. The intellectual property rights on scientific publications, including articles, monographs, and other scientific works, whose authors have been employed at the CoC or are working under contracts with CoC, belong to the authors of the publications (unless otherwise provided in the contract between the author and CoC). When publishing research outcomes, the CoC employees or those having a contract with CoC's partnering entities are obliged to note in their publications that the research was conducted in the CoC.

3.1.5. The ownership of scientific publications such as articles, monographs, and other works created by an employee at the CoC will depend on the terms of the contract for conducting research. This includes any works that were created as a result of work that was funded by external organizations.

3.2. Subject: Lectures and study materials

3.2.1. The employer party owns the exclusive right to reproduce and distribute study materials in printed or electronic mode created by researchers at the CoC to fulfill their obligations or to a specific assignment by the employer. These facts are considered when full-time or civil contracts are prepared and in the relations between the parties, creating intellectual property.

3.2.2. The CoC or the employer party (member of the CoC consortium) does not own the exclusive right to reproduce and distribute study materials in printed or electronic form whose creation is not related to fulfilling employment obligations at the CoC or a specific assignment by the employer.

3.2.3. Irrespective of the exclusive ownership of the study and methodology materials, the author hired at the CoC or by the employer party (member of the CoC consortium) has the right to revise and use them for creating study and methodology materials for classes.

3.2.4. The exclusive right to study and methodology materials created by a person employed at the CoC or the employer party (member of the CoC consortium) as a result of work funded by third parties is specified through a contract for the specific assignment.

3.3. Subject: Using the name and trademark (logo) of RC

3.3.1. The CoC's name and trademark (logo) can be used only by researchers and employees in the performance of their duties in accordance with the procedure established by the CoC.

3.3.2. If a CoC employee performs an activity not related to their work (independent consultancy or other), this person can use the name and trademark (logo) only to identify their position at the CoC.

4. OBLIGATIONS OF RC AND ITS EMPLOYEES

4.1. CoC's management must plan and implement measures for legal protection and expertise for patent purity of the results of fundamental and applied research, development, and innovative projects. A section on legal protection of the results of fundamental and applied research and on conducting patent expertise must be a point in every contract for conducting basic and applied research, experimental developments, and innovation projects.

4.2. In creating potentially defensible intellectual activity outcomes, the heads of fundamental and applied research and innovation projects must inform CoC's management about the outcomes of their scholarly activity and assist in implementing the measures for their legal protection.

4.3. When they participate in competitions with innovative projects, the researchers, Ph.D. students, postdoctoral students, and CoC employees are obliged to inform CoC's management following the procedure established by the CoC.

4.4. Upon request by a researcher, employee, or Ph.D. or postdoctoral student for using the innovation infrastructure, the Steering Committee is obliged to:

- evaluate the commercialization of the development;
- assist in drawing up and filing the application for registration of an invention, helpful model, software, or database when deciding for patenting of the development on behalf of RC;
- pay the patentability fees;
- support the commercialization of the product;
- guarantee the distribution of the remuneration for/from the use of the intellectual property;
- protect intellectual rights over intellectual property objects belonging to CoC or its members

5. DISTRIBUTION OF EXPENDITURE AND REVENUES

5.1. CoC's members or the CoC legal entity (if established) pay the costs for legal protection, evaluation, and commercialization of intellectual property. The legal protection costs include

all fees paid for registration of an invention, useful model, industrial design, software, or database.

5.2. Revenues from using intellectual property (IP) include one-off and periodic payments under license agreements and payments related to the transfer of IP rights owned by the CoC or its members.

5.3. Revenues from using assets of IP after payment for legal protection of intellectual property, (incl. in i. 5.1.), are distributed as follows:

- 50% for the authors of an invention, useful model, industrial design, software, or database, as remuneration for using the intellectual property of the Partner:
- 20% in CoC's structural unit where the object of intellectual property was created;
- 30% for the development of CoC's innovation activity and operational maintenance and/or upgrade and/or development of the distributed infrastructures of the CoC

6. ADMINISTRATION

6.1. The Steering Committee Chairperson, the Project Director, the Head of the Scientific Council, and the International Advisory Board monitor the implementation of the Rules.

6.2. The Project Director addresses the following issues in the field of intellectual property:

- applying for approval of documents for registration of intellectual property related to technological innovations;
- concluding contracts specifying the relations in creating objects of intellectual property;
- concluding contracts specifying the relations between CoC's Partners and small/medium-sized innovation companies in the cases when an invention has been created as a result of joint work between CoC's Partners and a small/medium-sized innovation company;
- concluding license agreements and agreements for transferring rights to use inventions, applicable models, industrial designs, software, or databases.

The CoC BLUE CRISTAL ensures to its researchers:

- equal opportunities to gain competencies, skills and capacity to engage with Open Science, Open innovation and engage with citizens;
- relevant training to gain skills and knowledge related to generation, dissemination, protection and commercialisation of R&I results;
- access to advice and consultancy related to IP protection, business development and commercialisation of R&I results;
- tools and facilities for knowledge sharing, use and reuse, as well as for engagement with industrial stakeholders and civil society actors;
- mechanism for recognition and rewarding of excellent R&I results.

The CoC exercises its rights and interests in the field of IP, including potential patent rights and copyrights, when it has provided direct or indirect support to the researcher or inventor in the form of provision of temporary or permanent employment, use of premises, facilities, materials, and other resources, financial resources, awards

and help, assistance, or support in a material or non-material manner.

2. The Intellectual Property created by employees and researchers working under a contract with the CoC in the process of their work relations belongs to the CoC Blue Cristal, as well as the right to obtain protection;
3. The CoC Blue Cristal ensures that researchers are adequately compensated for the benefits resulting from the exploitation of their R&I activities and guarantees co-ownership of the IPR where appropriate.
4. The CoC, in its capacity as owner of the IP, has the right to use it and make arrangements with it and the obligation to realize these rights in a manner that optimize
5. A collaborative agreement between the Blue Cristal CoC's partners will outline the ownership rights of IP generated through joint research efforts and specify the conditions under which the ownership of IPR will be determined, considering contributions, funding, and the nature of the collaboration.
6. Protocols for joint ownership of IP will be established when research outcomes involve contributions from multiple organizations, and clearly will be defined the roles and responsibilities of each partner in managing and exploiting jointly owned IPR.
7. CoC Partners will consider establishing a central repository for documentation related to intellectual property, ensuring accessibility and traceability.

The CoC's partners must ensure that all research managers, teams, individual researchers, and newly recruited persons know the IP policy and rules and their rights and obligations.