



**REPUBLIC OF TURKEY
YAŞAR UNIVERSITY
COPYRIGHT DIRECTIVE**

**CHAPTER ONE
General Provisions**

Aim and scope

Article 1 - (1) The aim and scope of this Directive is to regulate the principles and procedures for copyright for any work produced related to the functions required by education, training and application services.

Basis

Article 2 - (1) This Directive has been prepared on the basis of Article 65 (a) of Law No. 2547.

**CHAPTER TWO
Principles and Assessment of Works**

Authorized Commission

Article 3 - (1) The duties given by this regulation shall be fulfilled by the Copyright Commission. This commission consists of the members of Academic Assessment and Quality Improvement Commission (abbreviated as Commission in this Directive), which is established in accordance with Article 8 of the Regulation on Academic Assessment and Quality Improvement in Higher Education Institutions.

The Duties of the Commission:

Article 4

(1) Material in any printed or digital media required by education and procurement, control, distribution, sale, rental and transfer of programs used in broadcasting via radio, TV and internet and other necessary works or services in the production of the mentioned programs are carried out with the decision of the Commission.

(2) The Commission decides upon;

a) whether the work is appropriate in terms of quality and needs,

b) which categories the work falls into,

c) publication and publication order, number, cost and selling price and payable royalty.

(3) The Commission may obtain expert opinion during its work and establish sub-commissions when necessary.

(4) The Commission may obtain works and services directly or competitively from other universities or persons other than universities, and may request the preparation of these works and services or order such works and services.

(5) The Commission shall prepare a contract and an agreement for such works.

(6) Commission decisions are made by majority of votes; the decision is finalized with the approval of the Rector.

(7) If agreed in the contract/specification, if the printed, visual and auditory works are not published in whole or in part, or if they are renewed or published after adjustment, authors cannot claim any rights against this practice.

Assessment of Work

Article 5 - (1) The author appeals to the Commission in accordance with the procedures determined for the examination of his/her work.

(2) The way of preparation, presentation and principles of the work are determined by

the Commission.

(3) The work must be; In accordance with the Constitution of the Republic of Turkey, and in a way that does not constitute a crime against the laws,

- a) Unique,
- b) In accordance with the principles and methods of Yaşar University; related to study subjects and objectives,
- c) Professional and technical knowledge intensive and educational.

(4) The responsibility for the publication of printed, visual, and audio works with respect to science, ethics, language and copyrights belongs to the author, including the written permission, if necessary.

(5) The Commission shall inform the author of the assessment result within three (3) months and submit its decision in writing to the rector for approval.

(6) Copies of the works that are not considered suitable are kept in the Rectorate for six (6) months and the other copies are returned to the author.

(7) The work deemed appropriate will be returned to the author temporarily for consideration of the proposed changes, if any, by the Commission.

(8) The Commission shall submit its final decision within one (1) month at the latest upon the final version of the work.

CHAPTER THREE

Transfer of Economic Rights and Royalty

Royalty

Article 6 - (1) For the works and services prepared in accordance with the determined principles, the Commission shall pay a royalty fee which shall be taken as basis based on the wage scale to be prepared by taking into account the provisions of the University Regulation on Publishing No. 18301.

(2) In case e-Learning copyright agreement is formed, the royalty fee is paid 3 times more by increasing the indicative figures in the provisions of the University Regulation on Publishing.

(3) If more than one person is involved in the production of e-Learning course materials, the amount determined according to the wage scale can be increased up to 30%.

(4) The royalty is paid as 60% of the amount determined according to the wage scale for the second and subsequent publications. However, royalty fees are not paid in the second and subsequent publications made during the term of contract. If a change has been made in all or at least 50% of the work and this change has been accepted, the royalty fee is paid according to the principles of first publication.

(5) For the approved work, a contract is signed with the authors regarding that all financial rights related to the work are transferred to the university and the amount and the form of royalties to be paid are subject to the provisions of this directive.

Use and Sale Price

Article 7 - (1) The method of economic evaluation of the work and the price of work is determined by the recommendation of the Commission, the decision of the Rector and the approval of the Board of Trustees.

Other Relevant Regulation

Article 8 - (1) In cases which are not covered in this directive, University Regulation on Publishing, Regulation on Publication of Works Other Than the Duplicates of Books Used as Course Tools in Universities and Supplementary Textbooks and other relevant articles of regulations are effective.

Effective Date

Article 9 - (1) This directive takes effect on the date it is approved by the Senate of Yaşar University and approved by the Board of Trustees.

(2) With the entry into force of this directive, the relevant provisions of Yaşar University Directive on Scientific and Artistic Publications, Ethical Publication Principles, provisions of the Publications to be Taken as Basis in Assignments and Promotions and the Encouragement Award

have been abolished.

Executive Power

Article 10 - (1) This regulation is executed by the Rector of Yaşar University.
TRANSFER OF ECONOMIC RIGHTS OF WORK AGREEMENT

A-PARTIES

A.1- Yaşar University shall be referred to as the "***publisher***" who has taken over the financial rights of the work

A.2-shall be referred to as "***author***" in this agreement.

B-SUBJECT OF THE AGREEMENT

The subject of this contract, related to the "***e-Courses***" which are taught in the Department of Science and Letters and included in the Institutional Basic Courses curriculum, is to transfer the financial rights written below and to regulate the obligation to create, revise, prepare and keep the work written below during the contract period and the mutual rights and liabilities of the author and Yaşar University on the matters such as:

Writing or creating the course content in electronic format and supplementary course material,

b- Personal presentation, design, revision and inspection of the work in visual or audio format in electronic environment,

c- Final writing, revising and adaptation for use in exams and

d- Providing all kinds of academic consultancy services limited to courses and works.

C-TERM OF CONTRACT

The term of the contract is **three years**. With the expiration of the term, the contract will be terminated legally and automatically, it is not possible to be deemed as prolonged.

D-TRANSFER OF RIGHTS

With the signing of the contract, the authors transferred their rights of processing, duplication, publication, extension, share and pursuance and representation to Yaşar University indefinitely.

E-DELIVERY OF THE DRAFT

E..... The author(s) of the work will submit the work together with the information, documents and attachments to Yaşar University within month following the signing of the contract.

E. 2- If the work is not delivered or cannot be made ready for use due to the fault of the author within the period of time given above, the contract shall be terminated immediately by the publisher without giving any other time.

F-ROYALTY FEE, METHOD OF PAYMENT, TIME OF PAYMENT

F.1 - The fee to be paid to the author is determined according to Article 6 of Copyright Directive of Yaşar University.

F.2 - 25% of the royalty fee to be determined as described in the previous article, will be paid at the beginning of the academic year following the signing of the contract and the rest will be paid on the given dates.

F.3 - The royalties determined are net fees. Royalty fee will be paid in return for a receipt in accordance with the procedures specified in the Tax Procedure Law.

F.4 - Students enrolled in the Institutional Basic Courses of Yaşar University will benefit from the contractual work on a complimentary basis. If the use of the work is permitted by third parties, the

usage fee will be determined by Yaşar University.

G-OTHER PROVISIONS

F.I-The name of the work is " ".

G. 2-There are resume(s) of author(s) and other works on the work.

G.3- Changes proposed by the author(s) can be applied on the work.

G.4- The author cannot publish all or certain parts of the work elsewhere, without the permission of the publisher, and may not transfer all or certain parts of his financial rights to others.

G.5- This contract covers both the domestic and international usage rights of the work.

G.6- Unless the address changes are notified in writing, the addresses written in this contract are the permanent addresses of author(s) and Yaşar University.

G.7- In cases which are not covered in this agreement, the Law No. 5846 on Intellectual Property Rights, the Code of Obligations and the relevant provisions of other laws shall apply.

H-FINAL PROVISION

This agreement was signed in two copies on the date , and one copy is in the possession of Yaşar University, and the other one is in the possession of the author(s).

*In cases of any discrepancy, Turkish version of this document shall apply.

Yaşar University
Rector

Author(s)