

REGULATIONS

for the service activities of the Institute of General and Inorganic Chemistry of the Bulgarian Academy of Sciences (IGIC-BAS)

I. GENERAL

Article 1. The present regulations specify the character, conditions of performing and means of financing of the service activities of IGIC.

Article 2. The service activities of IGIC comprise:

2.1. All types of analyses of samples (solid, liquid, gaseous), irrespectively of their nature or field of application. The service activities also include the sample preparation before analysis, as well as the interpretation of the analysis results.

2.2. All cases of single or incidental elaboration of goods, instrumental details, instrumentation, etc., which are not subject of a contract.

Article 3. All activities, subject of the present Regularities can be transformed into activities according to a contract, provided mutual agreement between the parties.

Article 4. Assignors of the service activities may be:

- A) IGIC's employees;
- B) Employees of other BAS Institutes;
- C) Employees of Higher schools;
- D) Representatives of state organizations, state or private firms, institutes outside the system of BAS;
- E) Private persons.

Article 5. Performing service activities of IGIC aims at:

- Broadening of the activities of IGIC and opening to economical entities in the country and abroad;
- Additional income for IGIC, necessary for maintenance and development of the facilities.

II. CONDITIONS FOR ORGANIZING AND PERFORMING SERVICE ACTIVITIES

Article 6. The service activities are performed by members of IGIC having the necessary qualification and facilities, so that the results of their activities support and enhance the authority of IGIC as a scientific research entity. The heads of laboratories are in charge for observing these conditions.

Article 7. Inseparable part of the present regulations is the *List of separate activities (analyses)* containing the nature, persons in charge, performers and basic price of each separate activity. The list is approved by the Scientific council of the Institute and is updated on need. The basic price depends on the material and non-material costs, depreciation of instrumentation, overheads and labor. The price of labor is determined from the base salary and contributions.

Article 8. The persons in charge, performers and basic price are determined by the head of laboratory.

Article 9. The list according to **Art. 8** is available to the heads of laboratories, the governing body and accountant office of the Institute.

Article 10. The governing body of IGIC is in charge of advertising in an appropriate way the list according to **Art. 8**.

III. FINANCIAL CONDITIONS OF THE SERVICE ACTIVITIES

Article 11. The financial basis is determined by the basic prices according to the list (**Art. 7**) and the formal division of the assignors by groups (**Art. 4**).

Article 12. The price of each separate activity is a percentage of the basic price depending on the group of the assignor:

- For group A – from 0 to 100% of the basic price;
- For group B – from 100 to 125% of the basic price;
- For group C – from 100 to 150% of the basic price;
- For group D – not less than 150% of the basic price;
- For group E – not less than 150% of the basic price.

The concrete price, consistent with the above given percentages, is determined by the person in charge of the activity.

Article 13. No false group affiliation of an assignor according to **Art. 4** is admitted. If such an act by an assignor is proven, the governing body of IGIC is authorized to cancel the further performance of the respective activity and the assignor is compelled to compensate for the difference in prices. The person in charge of the activity is not allowed to alter the assignor group in an arbitrary way.

Article 14. For groups A, B and C performance of a service activity without payout is admitted, provided that an equivalent activity or a necessary component (reagent, device, etc.) is offered at a corresponding price.

Article 15. No payout for service activities is required when they are related to joint scheduled research tasks or contracts, irrespectively of the group of the assignor.

Article 16. For groups B, C, D and E the results of the activity are submitted to the assignor only after the corresponding payment has been done (in cash or by bank transfer).

Article 17. The accounting office of IGIC opens an account for each separate type of activity. Titular of the account and the only person who can dispose of the means is the person in charge of the activity.

Article 18. The profits of the service activities are distributed as follows:

18.1. For group A – 100% of the profit goes to an account for maintenance of the instrumentation and compensation of the material costs for the activity;

18.2. For groups B, C, D and E – 80% of the profit goes to an account for the activity. These means are available to the person in charge of the activity and are used for maintenance of the instrumentation and compensation of the material and non-material costs for the activity. 10% of the sum goes to IGIC as overheads (infrastructure, heating, accounting, etc.); 10% of the sum enters the account “Service activities” of IGIC.

18.3. The governing body reports the expenses on the account “Service activities” according to **Art. 18.2.** to the Scientific council of IGIC.

Article 19. All specific situations related to the conditions, management, prices or distribution of funds are operatively solved by the person in charge of the activity, the head of the laboratory and the Director of the Institute.

Article 20. All unsolved issues according to **Art. 19** are solved by the Scientific council of IGIC.

IV. FINAL ARRANGEMENTS

Article 21. The Regulations are valid since the date of their approval by the Scientific council and are subject to changes on need.

Article 22. In case of contradiction with published state regulations or BAS regulations, the present regulations are subject to reconsideration.

Approved by the Scientific council of IGIC, protocol No 5 from 05.05.2004.

Director of IGIC: signed (Prof. DSc Konstantin Hadjiivanov)

Chairman of the Scientific council: signed (Prof. DSc Pavel Peshev)

Chief accountant: signed (Snezhana Petkova)

REGULATIONS

for making and execution of contracts
between IGIC-BAS and external assignors

I. GENERAL

Article 1. The present Regulations are consistent with the BAS Regulations for contracting between primary scientific units and external assignors, as well as with the general labor and financial Acts of the country.

Article 2. The Regulations specify the ways of making, execution and funding of the contracts, as well as the internal distribution of the assets.

Article 2. These Regulations deal with the additional activities of IGIC's employees, which provide additional funds to IGIC assisting its normal activities and additional rewards for the participants in these activities.

II. MAKING CONTRACTS

Article 3. IGIC makes contracts with legal and physical entities – assignors – for performing tasks (development of technologies, selling technologies, development of procedures, elaboration of instrumentation, preparation of materials, service activities, etc.) within the competence and in correspondence to the qualification of the employees and the level of available facilities.

Article 5. The contract may be made between the assignor, of the one part, and IGIC, of the other part. In this case it is signed by the Director of the Institute and the Chief accountant. The research team is formulated by a proposal of the Director or by a motion of the team leader and is approved by an appointment order. Changes in the team staff are made by a proposal of the team leader and are approved by the Director.

Article 6. The contract may be made between the assignor, of the one part, and the team leader, of the other part. In this case it is signed by the team leader only, while the Director and the Chief accountant sign it as representatives of the base organization. The research team is determined by the team leader.

III. CONTENT OF THE CONTRACT

Article 7. Each contract should contain the following obligatory sections:

1. Subject of the contract and general description of the nature of the activities;
2. Terms for execution of the separate stages;
3. Ways and conditions of terminating the separate stages and the contract as a whole;
4. Obligations and rights of the parties to the contract;
5. Sanctions for failure of contracted terms;
6. Legal and patent protection;
7. Price of the whole contract and of the separate stages;
8. Confidentiality of the contract;
9. Other sections reflecting the specificity of the contract.

Article 8. Inseparable part of the contract are: assignment, working program and financial account of the contract, as an annex. The annex is signed by the Director of IGIC when the contract is made according to **Art. 5** and only by the team leader when the contract is made according to **Art. 6**.

IV. FUNDING OF THE CONTRACT AND DISTRIBUTION OF FUNDS

Article 9. The total price of the contract is determined by mutual agreement between the contracting parties. This agreement includes the terms and the sums for each stage.

Article 10. The total price of the contract should take into account the following costs:

1. Material costs and costs of equipment depreciation;
2. Non-material costs including business trips, advertising activities, studies, etc.;
3. Costs of subcontractors payments, subject of subcontracts (if any);
4. Rewards of direct performers;
5. Rewards of indirect performers assisting contract execution (financial support, administration, etc.)
6. Contributions to the costs according to pp. 4 and 5;
7. Overheads for IGIC;
8. Deductions to account “Development”;
9. Other costs not mentioned in pp. 1-8.

Article 11. The costs according to **Art. 10**, pp. 1-3 are specific for each contract and are not subject to regulation.

Article 12. The rewards for direct and indirect performers including the corresponding contributions should not surpass 45% of the total contract price.

Article 13. The rewards according to **Art. 12** are distributed by decision of the contract leader. They cannot be altered by the governing body of IGIC. The results of the scientific efforts according to the contract are considered as a work of science in the sense of the tax regulations.

Article 14. The overheads for IGIC (**Art. 10**, p. 7) are 7% of the total sum of the contract. In specific cases, after coordination with the Director and the Chief accountant, overheads up to 30% are admissible.

Article 15. Upon contracting, not less than 10% of deductions are foreseen for the account “Development” of IGIC (**Art. 10**, p. 8).

Article 16. The sum above 10% according to **Art. 15** goes to the account “Development” of the laboratory (laboratories) – performer (performers) of the contract.

Article 17. The costs according to **Art. 15** and **Art. 16** are reported to the Scientific council of IGIC by the Director of the Institute and the contract leader.

Article 18. When the specificity of a contract requires another distribution of the financial means, the contract leader gives the reasons for his proposal to the Scientific council and the latter takes the decision. In the case of dissent with the decision, the leader is not obliged to make the contract.

V. FINAL ARRANGEMENTS

Article 19. All conditions of contracting not mentioned in the present Regulations should correspond to the general BAS Regulations of contracting.

Article 20. The Regulations are valid since the date of their approval by the Scientific council of IGIC and are subject to alterations on need.

Article 21. In case of contradiction with novel state regulations or novel BAS regulations, the present Regulations are subject to reconsideration and alteration.

Article 22. The present Regulations do not apply to cases of funding or sponsorship by contracts with the Bulgarian Ministry of Science and Education, programs of the EU, NATO and other programs with own rules for fund distribution.

Approved by the Scientific council of IGIC, protocol No 5 from 05.05.2004.

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