

INTELLECTUAL PROPERTY RIGHTS POLICY

SNDT WOMEN'S UNIVERSITY

1. PREAMBLE

Shreemati Nathibai Damodar Thackersey Women's University Mumbai is dedicatedly serving the nation in continuance from last 104 years in providing proficient and learned work force. It is SNDTWU's goal to remain one of the leading institutes of teaching and research and branching out into innovation through engineering and technology with onward march towards achieving higher goals for the benefit of humanity, society and nation.

The prominence of Intellectual Property in the development of an organization and in deciding its position in the competitive world is undeniable. In addition to the physical assets, intellectual assets such as inventions, know-how, copyrights, brands, designs and other innovative and creative products holds an important place in an organization.

Giving a thought of its kind, the Intellectual Property Rights Policy (hereinafter Policy) of SNDT Women's University (hereinafter SNDTWU) shall provide directions to guide all those who are involved into innovative practices including academicians, industrialists and allied bodies and agencies. This Policy shall validate all the users and agencies that are associated with SNDTWU.

This policy will direct towards freedom of scientists, researchers, academicians, and scholars leading to excellent conditions for research and development.

2. Purpose

This policy has been articulated for the management of Intellectual Property Rights for SNDTWU with the following purposes:

- i) To enable and favour the empowerment of women through the creation of value for innovation;
- ii) To provide a framework, conducive enough for the development of Intellectual Property Rights.
- iii) To promote and protect the legitimate and rightful works resulting from research;
- iv) To facilitate and encourage the inventors and researchers involved in R&D by protecting their rights;
- v) To establish the operational guidelines and protocols for communicating or publishing the inventions or discoveries, to the public, made during research activities carried out at SNTDWU;

- vi) To establish IPR Management Policy for the efficient and effective management of the IPs of SNDTWU;
- vii) To provide incentives to the creator communities which take initiatives for introducing the IPs of SNDTWU to the general public thereby encouraging and facilitating them;
- viii) To facilitate the securing of sponsored research funding for research;
- ix) To ensure the diffusion of the assets in the form of Intellectual Property to the community and society;
- x) To encourage the creators and SNDTWU to make the best beneficial use of the IPs developed with maximum possible benefit for the society.

3. OBJECTIVES

- i) To encourage acquiring of new knowledge and the empowerment of women through the creation of IP as a result of innovation and research;
- ii) To provide a unified protocol and reference system for all the IPR issues;
- iii) To promote publications and academic independence by protecting the works of the creators;
- iv) To preserve and protect the rights of the creators and provide returns in the form of royalty emanating from the commercialization of their works;
- v) To promote discerning and strategic management of the IPs generated at SNDTWU;
- vi) To promote a culture where IPR plays a crucial role in promoting and facilitating innovation and research;
- vii) To protect the Intellectual Property Rights of SNDTWU and the creators, from acts of infringement and unfair practices through legal and technical support;
- viii) To provide assistance in assessing the commercial potential of the creations;

4. IP OWNERSHIP

4.1 Copyrights

In works such as books, articles, lectures, speeches, monographs, etc. created by the staff, where prior official intimation or permission is sought in writing, SNDTWU will not any rights in such works. The ownership of the rights of all the copyrightable works shall remain with the author(s). Some exceptions to this are as follows:

- i) When a work is produced through any collaborative activity or is funded, in such cases, the ownership of the work shall be determined through contracts.
- ii) When works such as softwares are produced through the use of SNDTWU resources, SNDTWU shall own the rights for the work.
- iii) Any teaching material prepared by the SNDTWU staff as part of SNDTWUs academic courses, the copyrights for the same shall be owned by SNDTWU.
- iv) SNDTWU shall not claim any ownership rights in case of any literary work created by SNDTWU personnel.
- v) In case of works created by non-SNDTWU personnel with the contribution of SNDTWU staff, the copyright ownership shall be with SNDTWU.
- vi) Works where the ownership rights remain with SNDTWU, the author(s) shall be entitled to use the work or its contents in their professional capacity.
- vii) Where works such as projects, result from the efforts of students, the students will be the authors for such works and the ownership of such work will be a joint share between the students and their supervisor.
- viii) For the works to be used for a non-commercial purpose including academic and research, or to hold a limited number of copies for such purposes, SNDTWU will retain the rights to a non-exclusive and non-transferable license in a granted copyright.

4.2 Ownership of other creative work(s):

The ownership right for creations, created by SNDTWU personnel without the use of considerable resources of SNDTWU and is different from the profession of the inventor's employment, shall vest with the inventor. Such creations include all forms of IPs. For IPs produced as a result of a collaborative or sponsored activity, he rights including ownership shall be according to any governing contracts.

For creations having both non-SNDTWU and SNDTWU creators, the ownership right shall vest with SNDTWU. In creative works created at SNDTWU by non-SNDTWU creators and without any contribution by SNDTWU personnel, the non-SNDTWU personnel will own the rights on such works.

Apart from the above mentioned exceptions, ownership rights pertaining to creations created at SNDTWU shall be owned by SNDWTU.

4.3 Patents

- i) SNDTWU will claim ownership in IPs created using the resources of SNDTWU and will not claim ownership in IPs where common/usual SNDTWU resources are used.
- ii) SNDTWU shall pursue the commercialization of the IPs wherein the rights are owned by SNDTWU.
- iii) The creator shall maintain secrecy and confidentiality in connection to all the details of Intellectual Property till the filing for Intellectual Property Rights.
- iv) The creator shall keep any information undisclosed and confidential when information is protected through confidentiality till the establishment of a commercial value for such information.
- v) The right to be identified shall be retained by the creators of SNDTWU-owned intellectual property unless waived off otherwise.
- vi) Any and every return or royalty accrued from the commercialization of the Intellectual Property owned by SNDTWU will be shared between the creators of the IP and SNDTWU as per the contract/agreement.

4.4 Trademark(s)/Service mark(s)

The trademark(s)/ service mark(s) created by SMDTWU shall be owned by SNDTWU. The creators and the authority or authorized personnel of SNDTWU are responsible for ensuring the accuracy of any association with SNDTWU implied by third parties. All the standards consistent with SNDTWU's educational purpose must be maintained in all the activities SNDTWU is associated through third parties.

5. IPR ADMINISTRATION

SNDTWU's IPR Policy shall be applicable to all the personnel and staff of SNDTWU. The policy shall also be applicable to any non-SNDTWU personnel associated with any activity pertaining to IP and research or educational programmes.

5.1 Legal status of IPR policy

Starting from the date of notification by SNDTWU, this policy shall be applicable to all the personnel of SNDTWU. Unless recommended by IPC and by any one of the three SNDTWU Boards of Innovation, Incubation and Enterprise [hereafter referred as BIIE]; International and National Relations [hereafter referred as BINR] and Board of Research [hereafter referred as BOR] and approved by The Chairperson of Management Council, no modification or alteration to this policy shall take effect. Every employee shall comply with SNDTWU's IPR Policy.

5.2 Intellectual Property Committee

In accordance and compliance to this policy, an Intellectual Property Committee (IPC) shall be formed comprising of the [Director of Innovations, Incubation and Linkages] hereafter referred to as Director IIL, Coordinator of IP Cell and three additional members selected by authorities of SNDTWU. It shall be the responsibility of the IPC to administer the IPR Policy and also the administration of any and all decisions pertaining to the policy. The implementation of the decisions and recommendations of the IPC shall be the responsibility of the Director IIL.

5.3 Scope

The intellectual property aroused by academic research from all the faculties of SNDTWU covering art, literature, techniques, processes, procedures, traditional knowledge, undisclosed information or any other creation made or formulated or compiled, coined or devised by the staff, irrespective of their eligibility for these rights for registration, in the course of their employment is covered in this policy.

5.4 Confidentiality

IPR Cell shall treat all the IP related information disclosed by the staff of SNDTWU and people from outside SNDTWU who approaches the IPR Cell for IP registration as confidential in cases where SNDTWU and or any SNDTWU personnel is assigned the rights. IPR Cell shall maintain such confidentiality till a demand from a relevant contract, if any, between the parties concerned through proper procedure and consent from either of the parties. The creator shall fill and sign the disclosure form which also contains terms and conditions related to the disclosure policy put up by SNDTWU.

SNDTWU staff shall not directly or indirectly disclose any IP related any confidential information to any third party for their own benefit or personal matters either during or

after their appointment or after retirement unless that information is in public domain or he/she is needed by law for such disclosure.

When dealing with any information where confidentiality or secrecy is to be maintained for commercialization, the following guidelines should be followed:

- 1) Any information passed on to any potential licensee before the signing of any non disclosure agreement should not be more than what is already known.
- 2) A third party interested in commercialization of a module falling under intellectual property shall apply through a prescribed form with the payment of the required fee for transfer if IPR. The rights of approving the third party for the said commercialization request through form shall rest with SNDTWU. The third party should sign non disclosure agreement to maintain the secrecy of all the disclosed information. A standard form of Non-Disclosure Agreement should always be followed.
- 3) Third party must obtain written consent from SNDTWU to commercialize or exploit the innovation. The non disclosure agreement will remain valid even in case of termination of the commercialization process at any stage and in the case of discontinuing the contract with SNDTWU at any stage.
- 4) Physical and visual accessibility to the IP information by means of documents, records, model, and sample or through any digital format, etc. owned by SNDTWU is restricted to the creators or those who are bound by the non disclosure agreement.
- 5) SNDTWU staff or the creator should not disclose any IP related information owned by SNDTWU in their speeches, any communication or any publication.

5.5 Disclosure

The patentable or commercialize-able work generated by the creator(s) using SNDTWU resources or the resources supported by SNDTWU shall punctually be reported to SNDTWU in written through proper authority. The creator(s) should submit relevant documents, diagrams, data and information constituting a complete disclosure and other attributes of the work, information about the creator(s) of the intellectual property along with an ownership statement, if any, with appropriate reasoning. In case of more than one creator for a complete work or a part contributed by the individual must be identified separately and treated accordingly. Third party involvement into the work through sponsorship or collaboration, there must be a provision related to the disclosure of the work into the agreement to maintain the secrecy of the intellectual property. In any case,

the rights of the disclosed intellectual property should be assigned to SNDTWU by the inventors or the parties involved in the work.

5.6 Evaluation and Utilization Decisions

The authorized committee or designated office will evaluate the IPR aspects of the disclosed work/invention and its commercial value which is submitted to SNDTWU through the prescribed procedure in prescribed format. The report of the committee or the designated office will be communicated to the creator within 60 days from the date of such disclosure. The decision whether

- 1) SNDTWU wishes to own the IPR and finds it suitable for commercialization
- 2) SNDTWU wishes to own the IPR but does not wish to commercialize it
- 3) SNDTWU does not find the work suitable for IPR

5.6.1 Case where decision of IPR and commercialization taken by SNDTWU

In this case, SNDTWU will take necessary steps to commercialize the work by signing the non-disclosure agreement and filing patent. The non-disclosure agreement is based on the disclosure policy of SNDTWU. Third party interested in commercialization of the work must enter into contract with SNDTWU and must agree to the confidentiality policy of SNDTWU. Such contract will be drafted after mutual agreement on terms and conditions of the contract after discussions. SNDTWU reserves the right to accept or decline the proposal of third party for the commercialization of the work. Third party must prove its worth to handle the commercial aspects of the work.

5.6.2 Case where decision of going for IPR but not for commercialization is taken by SNDTWU

In this case, SNDTWU may prefer to use the protected work for the non-commercial purpose such as research, teaching or training at SNDTWU and improve the quality of output through non-transferable license. SNDTWU holds no liability or responsibility to maintain the confidentiality of the work in case the work comes under public domain by any means.

5.6.3 Case where decision of finding the work not suitable of IPR is taken by SNDTWU

SNDTWU may refuse to protect the work under IPR in case, where SNDTWU does not find the work having IPR value after evaluation. Also, SNDTWU may ask the creator to improvise the work in its report to the creator.

5.7 Commercialization of IP owned by SNDTWU

5.7.1 Licensing of Rights by SNDTWU

SNDTWU will bear all the expenses related to the IP owned by it in obtaining and maintaining lawful rights of the intellectual property. SNDTWU will take necessary steps to commercialize the work whose IP is owned by it. The guidelines for which are as follows:

- 1) Creator will disclose the details of the work through the pro-forma designed for such disclosure. The date of such disclosure will be referred as primary date.
- 2) The application will be assessed by the authorized committee and a decision will be given within 60 days from the primary date by SNDTWU as mentioned in the section 5.6.
- 3) If SNDTWU wishes to own and commercialize the work, a time of 30 days from the date of issue of the report will be given to the creator to disclose in written all the details by submitting the relevant documents as mentioned in the section 5.5. Creator may request for an extension of not more than 15 days before expiry of the 30 days. Failing to submit such documents by the creator in the stipulated time, SNDTWU may terminate the process.
- 4) A time of 5 years is given to commercialize the IP work. In this time, SNDTWU will review the situation related to commercialization aspects every year. In the case where the work whose IP is owned by SNDTWU is not commercialized, all the expenses for maintaining the confidentiality and legal protection will be met by SNDTWU otherwise the expenses will be generated through the receipts from licensee.
- 5) At the end of the period of 5 years, a period of one year shall be given, if required by SNDTWU, in case of the prospects of commercialization is seen.
- 6) After expiry of such 6 years or 5 years, SNDTWU may revert the rights to the creator through a contractual agreement. Also, the expenses related to the maintenance of legal rights and confidentiality will not be borne by SNDTWU hereafter.

The rights to take decision related to the failed commercial initiative will be reserved with SNDTWU.

In case where the IP owned by SNDTWU is successfully commercialized, then a royalty of 40% will be given to SNDTWU and 60% to the creator out of the net profit incurred after commercialization. Out of the received 40% royalty, SNDTWU may give 50% to the concerned department for its development.

5.7.2 Licensing of Rights by Third Party

SNDTWU will license the IP work owned by SNDTWU to the third party who may or may not be the creator or part of the group of creators associated with the work for the purpose of commercialization by assigning the ownership rights or joint ownership agreement safeguarding the interest of SNDTWU.

- 1) SNDTWU would carefully examine all the agreements where the third party is the creator or a part of the creator group to avoid any conflict pertaining to the interests of

either of the parties that may occur as a result of accepting the contract. The interested third party must demonstrate their technical, financial and business capability that is required to commercialize the IP work.

- 2) The cost of transfer of rights or ownership and maintaining the confidentiality and statutory protection of the IP work owned by SNDTWU by way of agreement, assignment, licensing or distribution of rights will be entirely borne by the assignee, licensee or the individual acquiring such rights. Under special conditions, SNDTWU will retain universal royalty-free rights/license to use the IP work for research, teaching or training.
- 3) If the third party fails to commercialize or initiate the commercialization process within one year from the date of such licensing/agreement/assignment, then SNDTWU may revoke the license. Third party may request for an extension of not more than six months in case of any prospects seen. SNDTWU may or may not grant the extension requested by the third party.

5.8 IP information Transparency

SNDTWU will update the status of patenting and commercialization stages or any matter related to the IP work time to time to the creator. SNDTWU and the creator shall maintain transparency at all the stages throughout the process of patenting and commercialization in sharing the information.

The creator shall update the developments or updates in the work which leads for IP protection.

5.9 SNDTWU's Acceptance to Own Intellectual Property from Other Party or Individual

SNDTWU may accept assignment of IP rights owned by other party or individual provided that such assignment is in the interest of SNDTWU for its academic mission. Such IP rights shall be treated in same way as other IP owned by SNDTWU.

5.10 SNDTWU's Rights for Course Material

Under section 57 of The Copyright Act, 1957, the author's rights are protected who is the creator of the original work.

5.10.1 Where the Rights are owned by SNDTWU

The modification/translation rights for the course material will vest with SNDTWU where ownership rights have been transferred or assigned to SNDTWU provided that such transfer or assignment shall protect the honour of the creator who originally created it.

SNDTWU may give royalty to the original creator in case of commercialization of the work, which depends upon case to case basis.

5.10.2 Creator's Rights

SNDTWU shall have the right to refuse the creator of the original work to produce derived works, including but not restricted to editions, translations or revisions, regardless of whether the creator is employed by the University for course materials where the original creator has licensed SNDTWU to use the work. The creator shall keep the Director IIL updated of changes in address and contact details in this regard. The creators shall be accountable for informing the Director IIL of their consent, whether within 40 days from the request by the University to undertake the revision by the SNDTWU or not.

If the creator fails to do the work within 3-12 months depending on the efforts and amount of changes required for revising or updating the work, The University shall have the right to extend the deadlines or contract a third party to revise, update or translate the work after informing the creator. The University shall clearly state that the work is an adaptation of the original work and also mention the details of the reviser on the derivative work.

The most nominal remuneration for revisions shall be paid to the original creator for revisions or changes in the original work.

The same guidelines shall be followed to develop soft copies of the course material.

5.11 Creator's Affidavit

The authors and creators of copyright shall produce an affidavit that the creation is original and does not infringe on any existing IP to the best of the creator's knowledge. In case of any such allegation by a third party, the University shall sever itself from the said IP. The agreements between the creator and the University should compensate the University against all damages arising out of such dispute.

5.12 Department Role

The SNDTWU IP Committee will have the authority to go through the records maintained by the creator, detailing the activities of producing IP. Every department must maintain and update records to the University through the Departmental Faculty board and Director IIL.

5.13 Authority of Contracts

Each Commitment, Agreement, Memorandum of Understanding, relating to commercialization of IP owned by SNDTWU will be granted in the name of the University for and by the Registrar on behalf of the University.

5.13.1 Contracts and agreements

All agreements need to be approved by the SNDTWU. These include the following:

1. Allegiance, Affirmation & Confidentiality Agreement
2. Consultation Agreement
3. Evaluation Agreement

4. Research and Development Agreement (R&DA/ MOU)
5. License Agreement
6. Technology Transfer Agreement
7. Alternative Dispute Resolution Agreement
8. Classified Information Non-disclosure (specific) Agreement
9. Materials Transfer Agreement (MTA) clause 13, Annexure-I

The Registrar will be the final signing authority for all the agreements mentioned above. Professional consultants from the IPR-Cell shall frame and provide templates for such agreements.

5.13.2 Obtaining IPR

The University shall provide help through IPR professionals for drafting and filing the IP applications and also pay for the associated expenses. The inventor or creator shall conduct the IP search. The SNDTWU shall bear all costs of filing and drafting Indian IP applications. The rights to sign agreements with overseas institutions to protect and license the IP shall rest with the SNDTWU.

5.14 First-refusal Option

All the IP generated through sponsored research projects will belong to the SNDTWU. This shall be stated in the agreements and the rights will remain with SNDTWU unless stated otherwise.

The first-refusal option must be accepted or refused by the sponsor within 3 months from the date of offer by the SNDTWU. If the sponsor fails to commercialize the property within 1 year after accepting, the SNDTWU shall revoke the license, with Confidentiality Agreements continuing to apply.

The SNDTWU may allow exclusive or non-exclusive rights to the sponsors through contracts provided these rights help in facilitating to commercialize the IP. The terms of licenses shall be negotiated with the sponsor after the sponsor has agreed upon to exercise his licensing options; SNDTWU will have the right to commercialize its IP in case of refusal to exercise the first refusal licensing option by the sponsor.

5.15 Handling of Term Papers, Projects and Research Submitted by Students

The copyright of the thesis, projects and research submitted by the students for partial fulfillment of the degree or curriculum shall be owned by the supervisor or guide and the student. However, SNDTWU will have a non-exclusive, non-transferable license to use and record the data produced during research projects without being liable to any royalty.

The supervisors should take measures to prevent conflict of interest among the students regarding generation of IP and the concerned staff, students and researchers should be kept aware of the same.

SNDTWU will own the IP in cases where:

- The IP is generated through SNDTWU-supported resources and can be commercialized within the scope of the policy.
- The IP rights are governed by the terms laid in the contract between, sponsors, students and the SNDTWU.
- For IP created as work-for-hire, the student or supervisor shall own the moral right as the creator of IP as per section 5.3.

In cases where the project or thesis is commercialize-able, the work shall remain confidential till a statutory protection is sought for the IP, the student and supervisor must agree to the same. The thesis can however be submitted and would not account for violation of confidentiality as it shall continue to remain confidential until examination.

The hard copy shall be retained by the SNDTWU library in order to meet the requirements for a degree and the student shall make the abstract of the thesis available, however, the supervisor and student can refuse to release the full text on any platform.

5.16 Assessment of Eligibility of Innovation for Protection

An IP Assessment Committee (IPAC) will be formed by the Director IIL for assessing IP. The IPAC will consist of a Chairperson, Coordinator and at least three faculty members with expertise in related field of work.

SNDTWU will have the right to evaluate the innovation and commercial potential in India or abroad with experts while maintaining confidentiality of the same.

IPAC shall assess the disclosure in a timely manner and shall recommend about the patentability to the Director IIL, SNDTWU shall be responsible for the protection of IP. However the responsibility of IP protection may rest with the creator if the SNDTWU chooses so.

5.16.1 Filing of IP Applications in Foreign Countries

SNDTWU shall decide on the protection of inventions in foreign countries within six months of filing an application in India, subject to the provisions of section 39 of the Patent Act, 1970.

If the SNDTWU opts not to undertake such protection in any specific country requested by the inventor(s) relating to the application where no secrecy has been imposed by the Patent Office, the SNDTWU shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

5.16.2 IP Rights Renewal

SNDTWU will decide upon the renewal of IP rights as it deems fit.

5.17 Procedure of IP Protection through SNDTWU

Employees and students of SNDTWU who desire to file their IP for protection shall follow the following procedure:

- A request proposal mentioning sufficient relevant details about the IP in a disclosure form, to be submitted to the Director IIL for approval.
- The request proposal will be pursued and processed by the IPC and Director IIL office as per the IPR Policy of SDTWU.
- An IP Assessment Committee (IPAC) under the guidance of the Director IIL and consulting member of the IPC will assess and analyze the proposal and submit a formal report to the Director IIL for their perusal.
- The creator, upon the recommendation of the Director IIL, will have a formal discussion with the IPC and initiate the filing procedure for the IP.

5.18 Procedure for Technology Transfer

The responsibility to commercialize the IPs owned by SNDTWU and identify potential licensee(s) shall be taken by SNDTWU with the assistance of the creator(s). SNDTWU may reassign the rights of the IP to the creators for carrying out commercialization of the IP in case SNDTWU is unable to commercialize the IP. SNDTWU may also assign the rights over IPs owned by SNDWTU to third party through licensing.

The creators may also approach third party for licensing while also maintaining confidentiality so as to avoid any circumstances that may affect the worth of the IP. Non-Disclosure Agreements (NDA) may be signed to protect the Ips confidentiality and market worth during any discussion over commercialization with third party.

IPR GUIDELINES

SNDT Women's University

A. RECORD KEEPING PROCEDURES

The Heads of the Departments/Centers or persons authorized by the SNDTWU Intellectual Property Committee (IPC) shall bear the responsibility to cognize whether the facilities / resources have been correctly used for the purpose of creation of IP. During the creation of any Intellectual Property, any and all data and details generated by the creator should be comprehensively recorded as outlined below:

- i) All the pages shall be serially and permanently numbered without any mutilations or insertions. All the laboratory records should be marked PRIVATE & CONFIDENTIAL.
- ii) Any blank spaces between the entries should be cancelled like deletions.
- iii) Every action and experiment carried out will carry precise descriptions. Any idea or suggestion should be reported in bold headline thereby separating them from the work itself.
- iv) Unless required according to the standard practice, no short forms or abbreviations should be used.
- v) Every important data or description should carry the signature of the creator and the date.
- vi) Modifications will have a strikethrough and cancelled written clearly beside the modification. The corrected data should be authenticated by the creator through using proper means.
- vii) Samples or photographs of new IPs should be preserved in record and should carry the signature of the creator and date on the back.

B. REVENUE SHARING

SNDTWU and the creator will share the revenues generated from the commercialization of the Intellectual Property. Any agreed costs according to the terms and conditions shall be deducted.

The guideline for sharing the net earnings generated from the commercialization of SNDTWU-owned intellectual property will be taken in slabs as follows:

Case	Net earnings	Share (%)		
		Inventor(s)	Department / Centre	SNDTWU
1	For first slab of amount "X"	60	20	20
2	For slab of next amount "10X"	50	25	25
3	For amounts more than "10X"	40	30	30

It is suggested that amount "X" be initially fixed at Rs. 20 lakhs. All disbursements related to the earnings generated from the commercialization of the IP will be made to the creator(s) or their legal heir, even if at the time of disbursement, the creator is not associated with SNDTWU.

The creator(s) shall reimburse the costs incurred by SNDTWU for the protection, maintenance and marketing and other associated costs from the cumulative earnings from successful commercialization in a country when SNDTWU reassigns the rights of the IP to its creator(s) for any country, as under:

Case	Cumulative earnings	Inventor(s)' share	SNDTWU's share
A	Up to twice the cost incurred by SNDTWU for the protection, marketing and other associated costs.	50%	50%
B	Beyond A	100%	0%

A "Distribution of IP Earnings Agreement" shall specify the share of earnings in percentage. At the time of disclosure, this agreement shall be signed by the creator(s). The share of earning may be revised at any time by mutual consent. The creator's share will be paid to the creator, whether or not he/she is an employee of SNDTWU at the time of payment. If the creator is deceased at the time of payment, the legal heir of the creator as nominated by the creator will receive the payment. In case the creator is not an employee of SNDTWU at the time of commercialization of the IP, SNDTWU's commitment to make payment will be honoured.

In case of third party (i.e. funding agency), the share of the third party will be deducted from the net receipts and the respective shares of the SNDTWU and creator will be calculated after the deduction.

C. INFRINGEMENTS, DAMAGES, LIABILITY, AND INDEMNITY INSURANCE

It should be a matter of policy for SNDTWU to have a provision in their contract with the creator or the third party to solicit indemnity from any legal proceedings, damages during production, designs problems, guarantees, up-gradations or any other problem or damages that tend to incur losses. SNDTWU must ensure to include indemnity clause in the contract or agreement in case of licensing the technology or transferring copyright material.

In case of any litigation pertaining to patents or any matter of infringements, SNDTWU shall hold the rights to be a party of such litigations or not.

D. CONFLICT OF INTEREST

Any potential conflict of interest shall be disclosed by the inventors. Also the inventors and their immediate family must disclose any stake in a licensee company. The Director IIL shall have a right to approve a license and/or an assignment of rights for a patent to a company in which the inventors have a stake.

E. DISPUTE RESOLUTION

In case of any dispute between SNDTWU and the creators with respect to the IPR Policy or its implementation, an appeal may be made to the Director IIL. The decision of the Registrar would be final and binding.

F. APPLICATION OF POLICY

The IPR Policy shall be a part of the employment contract and shall also be applicable to the existing employees of SNDTWU. The policy shall also be applicable to the students of SNDTWU.

Under the right circumstances, if a need arises, the right to amend the IPR Policy of SNDTWU will be retained with SNDTWU.

All the participants of a sponsored research project or where the resources of SNDTWU are used shall obey the policy terms. Appropriate documents shall be executed by all the creators of the IP, which required setting forth effectively the ownership and rights as specified in this policy.

REGULATING THE POLICY

For the application of the policy or changing the policy, SNDTWU stands reserves its rights to take decisions as and when required. The regular review shall take place after 3 years. In case, any major change takes place at the national level, SNDTWU reserves its right to make changes accordingly.

G. LEGAL JURISDICTION

As a policy, all agreements signed by the SNDTWU and dispute(s) arising there from, will be subject to the legal jurisdiction of the High Court of Adjudication at Mumbai only and shall be governed by the appropriate laws of India.

ANNEXURE – I

DEFINITIONS:

1. **Academic Freedom:** The freedom of the academic staff of the SNDTWU to conduct their own academic activities including teaching, research and development, choose their own research field, pursue self-directed research, and collaborate and communicate with others regarding their scholarly efforts in keeping with the SNDTWU's academic mission.
2. **Intellectual Property:** It refers to creations of the mind: inventions, literary and artistic works, and symbols, names, images, and designs used in commerce. Intellectual property is divided into two categories: Industrial property, which includes inventions (patents), trademarks, industrial designs, and geographic indications of source; and Copyright, which includes literary and artistic works such as novels, poems and plays, films, musical works, artistic works such as drawings, paintings, photographs and sculptures, and architectural designs. Rights related to copyright include those of performing artists in their performances, producers of phonograms in their recordings, and broadcasters in their radio and television programmes.

Intellectual property rights refers to :

- 2(a) the monopoly protection for creative works such as writing (copyright), inventions (patents), processes (trade secrets) and identifiers (trademarks).
- 2(b) the rights awarded by society to individuals or organizations over inventions, literary and artistic works; and symbols, names, images, and designs used in commerce, giving the titleholders the right to prevent others from making unauthorized use of their property for a limited period.

- 2(c) all and any patents, patent applications, trademarks, service marks, trade names, domain names, registered designs, unregistered design rights, copyrights, know how, trade secrets and rights in confidential information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.
3. **Work for hire:** work for hire is defined for the purposes of this policy as any work commissioned by the SNDTWU from a creator as defined by this policy for a consideration or otherwise, or from an external agency. In all such cases the ownership of the resulting intellectual property shall be assigned to the SNDTWU in a written contract between the concerned parties.
 4. **Fair use:** This is the amount of copying allowed by law so that copyright shall not be a stranglehold on the progress of human knowledge. The possibility of fair use exists only in the case of copyright and does not apply to patents.
 5. **Commercialize-able intellectual property:** Commercialize-able intellectual property is that intellectual property which can be transferred to a commercial organization through patent licensing or confidentiality agreements for the purpose of exploitation in the market
 6. **Staff:** Staff is the employee engaged by the SNDTWU for carrying out its purposes or those engaged for carrying out specific tasks like projects, consultancy, education, extension etc.
 7. **Personnel:** SNDTWU personnel include the staff, students, trainees or similar personnel involved or associated with the creation of IP. Non-SNDTWU personnel are those from outside the SNDTWU but involved or engaged with the creation of a specific IP.
 8. **Creator:** Creator refers to an individual or a group of individuals at the SNDTWU, who make, conceive, reduce to practice, author, or otherwise make a substantial intellectual contribution to the creation of any intellectual property. Creator includes an inventor in the case of inventions under Patent Law, an author in the case of works falling under the Industrial Designs Law and/ or Copyright Law.
- 8. (a) Permanent and temporary academic staff on SNDTWU pay roll:**
Academic staff may create intellectual property:
- as part of their normal SNDTWU duties.
 - through their own creative activity in the context of academic

freedom.

- as work -for-hire.

The above mentioned provisions will also apply to professors who hold Chairs and Emeritus professors. The Intellectual Property's ownership, generated by them, will be governed by section 4.3 (c).

8. (b) **Adjunct professors, short-term visiting academic staff and researchers other than those covered by clause 8(a), Annexure-I:** Adjunct professors are not eligible for usual SNDTWU resources and therefore all resources used by them are SNDTWU- supported resources. At the time of joining the SNDTWU, they shall therefore provide an undertaking whereby all intellectual property generated by them using any SNDTWU will be assigned wholly to the SNDTWU and / or co-workers among SNDTWU staff and students, unencumbered by any other co-share.

8. (c) **All staff other than academic staff on SNDTWU payroll:** Such staff may participate in the generation of intellectual property :

- in the course of their normal duties.
- as work for hire.

For such staff employed in projects, the handling of intellectual property rights so generated will be guided by the terms of the contract with the sponsor of the project.

8. (d) **Students:** The term "student" applies to all those registered for courses leading to a degree at the SNDTWU and scholars enrolled in doctoral programmes.

8. (e) **Externally funded project staff:** This category includes staff appointed for externally funded project work.

8. (f) **SNDTWU project staff:** Intellectual property generated through SNDTWU projects will be governed by the terms of the agreement between the SNDTWU and the project staff.

9. **Usual SNDTWU Resources:** Usual SNDTWU resources mean facilities such as office space, standard laboratory facilities, library, normal access to software, computers and networks, standard secretarial services, salary

and perquisites.

10. **SNDTWU-Supported Resources:** SNDTWU-supported resources mean special facilities and equipment, specific funding, intellectual property already owned by the SNDTWU, requisitioning the time and labor of students and staff through SNDTWU administrative channels, or at the SNDTWU's instance and expense, and remission by the SNDTWU of any or all of the normal duties of staff or students to provide time or resources for the purpose of generating intellectual property. The following SNDTWU resources will constitute SNDTWU supported resources as contemplated by this policy.

- **Financial Resources**

10. (a) Financial support provided by the SNDTWU over and above the regular salary perks as per employment enrolment/sponsorship contract or over and above the scholarship provided to scientists/ scholars/ students/research assistants.

Exception: Honour fellowships, awards, prizes, grants, assistantships and scholarships, and facilities built up with such funds, will not constitute SNDTWU-supported resources. Use of infrastructure developed by creators using their own funds, like their own earnings through consultancy, royalty proceeds, etc will not constitute use of SNDTWU-supported resources.

10. (b) Funds provided by the SNDTWU to secure, maintain and enforce right in intellectual property.
10. (c) Funds specifically provided by the SNDTWU to the creators to scale up or reduce to practice a particular patent-able intellectual property;
10. (d) Funds provided to commercialize and/ or exploit intellectual property;
10. (e) Sponsored research grants or contracts as per the terms of the contract;
10. (f) Substantial funding by the SNDTWU for the printing of books to be decided by the IPR Committee on a case-by-case basis.
10. (g) Exemption from fees normally charged by the SNDTWU for any specialized facility or equipment.

- **Intellectual Property Resources**

10. (h) Pre-existing intellectual property owned by the SNDTWU.

10. (i) Explicit use of the name, insignia, logo, or trademark of the SNDTWU in the creation and vending of intellectual property. However, statement of affiliation by academic staff constitutes legitimate self-representation and shall be regarded as use of usual SNDTWU resources.

11. **SNDTWU Confidential Information:** SNDTWU confidential information means trade secrets, technical know-how, confidential data and related information about intellectual property owned by the SNDTWU.

12. **Consultation:** Any consultancy services offered by an employee of the SNDTWU to any third party or vice –versa.

13. **Trademarks and service marks:** Trademarks and service marks mean distinctive words or graphic symbols or logos or a combination thereof, identifying the SNDTWU as associated with, or as a source of, a product ; or as a producer and/ or distributor of goods or service. The use regulated by this policy refers to the identification, statement, or display of the SNDTWU name, insignia, logo in any way that can reasonably be interpreted as implying endorsement, approval or sponsorship by the SNDTWU or its officials.

14. **Sponsored research:** For the purposes of this policy, sponsored research shall be taken to mean a specific research project funded by an outside agency, whether non-profit or for profit, governmental or private, national or international. The term sponsored research will not apply to funds awarded by, an external agency to a student, scholar, fellow or trainee for the support of education or research.

15. **Individual scholarships, fellowships, and grants:** No individual scholarship, fellowship or training grant tenable at the SNDTWU will contain any provision giving the awarding agency any right to intellectual property created by the recipient.

16. **Materials Transfer Agreement (MTA):** MTAs are legally binding contracts and as such it is vital that an authorized signatory of the SNDTWU executes the agreement properly. MTA is a contract that REGULATES the transfer of one or more materials from the owner (or authorized licensee) to a third party for internal research purposes only. Materials may include cultures, cell lines, plasmids, nucleotides, proteins, bacteria, transgenic animals,

pharmaceuticals, and other chemicals. MTA's can also be applicable for the transfer of materials in engineering/physical science applications.

GLOSSARY:

“Author” means faculty, students, staff or visiting faculty who has/have written or created a creative work.

“Collaborative Activity” is the research undertaken by SNDTWU personnel in cooperation with industry and/or another researcher(s) who are not SNDTWU personnel.

“Confidential Information” Information not in the public domain and declared confidential by parties as such in a MOU/Agreement that has been signed by the parties.

“Conflict of Interest” or a “Potential Conflict of Interest” exists when an inventor/author is or may be in a position to use either creative work or influence for unmerited personal or family gain.

“Copyright” means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work.

“Copyrightable Work” is a creative work that is protect-able under copyright laws. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.

“Creators” are persons who have produced any original work.

“Cumulative Earnings” from a patent/patent application are the total earnings to date obtained from the commercialization of the patent/patent application.

“Design Registration” Registration of the novel non-functional features such as shape, or ornamentation of a product.

“SNDTWU personnel” includes but is not limited to the faculty, students, staff or visiting faculty, researchers and scientists at the SNDTWU.

“Intellectual Contribution” means original technical or artistic contributions.

“Intellectual Property” includes but is not limited to copyrights and

copyrightable materials, patented and patent-able inventions, tangible research results, trademarks, service marks and trade secrets.

“IP Assessment Committee (IPAC)” is a committee formed by the Director IIL, as Chairperson, decides on the issues of ownership and patentability among others consisting of Coordinator, IPR Cell, one professional IPR consultant and at least three additional faculty members of relevant field in assessment of IP.

“Invention” includes but is not limited to any new and useful process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act. Inventor(s) are person(s) who produce an invention.

“Licensing” is the practice of renting the intellectual property to a third party.

“Net Earnings” Earnings resulting from the licensing or commercialization of the IP, reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.

“Patent” means the exclusive right granted by law for making, using or selling an invention.

“PCT Application” A PCT is a system of filing a patent application in several countries through a single application keeping the priority of the first filing in any of the countries within the PCT system. This is administered by the World Intellectual Property Organisation (WIPO) in Geneva. It is not a patent granting system.

“Protection of Layout of Integrated Circuits” Layout scheme of Integrated circuits that are functionally important.

“Royalty” is the payment made to an inventor/author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.

“Significant Use of SNTWU Resources” is any usage of SNTWU’s resources in the creation of the invention(s), excess of the routine use of office facilities, computers, library resources and resources available to the general public.

“Software” means anything executable in a computer.

“Teaching material” means any material that aids the process of teaching.

“Trade Mark / Service Mark” is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.

“Trade Secret” is usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.