



Intellectual Property (IP) Policy, Sandip Foundation's Group of Institutions-2016

## **Intellectual Property (IP) Policy Sandip Foundation's Group of Institutions-2016**



**SANDIP FOUNDATION, NASHIK  
2016**

**SANDIP FOUNDATION'S GROUP OF INSTITUTIONS (SF), NASHIK  
August 2016**

Intellectual Property (IP) Policy, Sandip Foundation's Group of Institutions-2016

Sr. No.	Contents	Page No.
1	Part A: SF Nashik Intellectual Property(IP) Policy	07
2	Part B: The Inventions related IP Policy	12
3	Part C: The Expression related IP Policy	14
4	Annexure	18,19,21,22,23

**List of Annexure**

Sr. No.	Annexure	Remarks	Page No.
1	Annexure 1	Defining parties concerned and significant usage	18
2	Annexure 2	Disclosure, Assessment and Protection	19
3	Annexure 3	Revenue Sharing	21
4	Annexure 4	Role-Dean Intellectual Property Right Office	22
5	Annexure 5	Contracts and Agreement	23



## SANDIP FOUNDATION'S GROUP OF INSTITUTIONS (SF), NASHIK

### **About Sandip Foundation:**

Sandip Foundation, Nashik (hereafter referred to as SF or Institute) is an educational and research institution brand with a vision "to be the fountainhead of new ideas and of innovators in technology and science" a mission "to create an ambience in where new ideas, research and scholarship flourish and from which the leaders and innovators of tomorrow emerge".

In the last few years, a number of new initiatives and issues have arisen, with the enhanced growth in research and development. In view of the experience obtained during this period, in commercialization, incubation, and student related issues, it was decided to frame IP policy for all institutes of Sandip Foundation.

SF acknowledges the role of numerous stakeholders in the creation of its Intellectual Property (IP), namely the government, public, researchers, faculty, staff, postdoctoral fellows, research students, postgraduate and graduate students, guest researchers, sponsors, technology transfer units and the national IP offices. Being a educational institute, interests of the various stakeholders have been attempted to be taken care of.

SF recognizes the importance of innovations and assists in translating them into products, processes and services for both commercial benefits and achieves the widest public good. The features of this IP Policy aim to meet such needs and enable SF to achieve its vision. SF IP policy is designed to identify, protect and leverage the bouquet of IP that is generated from research, patents, copyrights, design rights and trademarks amongst others, that serve the purpose of knowledge diffusion and commercialization. The IP policy of SF is segregated into two primary sub policies relating to .inventions and expressions associated activities at the Institutor, The main IP policy presents the generic position of SF. The Inventions related IP Policy relates to patent, design, layout, trademark, bio diversity and related rights whilst the Expressions related IP Policy provides direction for the Copyright and related rights. Various forms that explain in detail the sub processes, various situations and required documentation will be included as part of the implementation of this policy.



With this great mantra as our guiding light, Sandip Foundation has been illuminating lives through education over the last one decade. Our active contributions towards the realms of Engineering, management, Science, Arts, Pharmacy, and Polytechnic Studies have helped shape many successful careers. Our colleges are among the best colleges in Maharashtra and the prestigious affiliations with the All India Council of Technical Education and the Savitribai Phule Pune University bear testimony to this fact. With our education system that matches global standard & we endeavor to give a rewarding and fulfilling experience to our students. The best education leads to all-round development of an individual. We also stress on importance of extra-curricular activities and conduct various sports and cultural events through the year. Comprehensive development is achieved with strong emotional quotient and personal grooming. The excellence our students imbibe reflect in their personal and professional lives. The foundation of Sandip Foundation was laid in Nashik, Maharashtra, over a sprawling 200-acre plot. The lush green city provides a beautiful backdrop to the campus. The campus houses Top Engineering Colleges in Nashik and is state-of-the-art with Wi-Fi, fully-equipped laboratories, a library with RFID technology, a computer center, and a wholesome cafeteria. Sandip Foundation soon expanded its horizon with a second campus in Madhubani, Bihar, spread over a 50-acre area. The second campus too upholds the values and principles on which Sandip Foundation has been built. "Sandip" is a Sanskrit word that means "pure flame". With this pure flame of education, we aim to bring in the light of knowledge to the entire humanity and remove the darkness of ignorance. We strive to provide one and all with a sound education and lay open to them a gateway to greatness.



Sandip Group of Institutions in Nashik comprised of following academic Institutes with recognized affiliations.

1. Sandip Institute of Technology and Research Centre (SITRC - Engineering)
  - I. Approved by AICTE, New Delhi "
  2. Affiliated to Savitribai Phule Pune University & Approved by Govt. of Maharashtra.
2. Sandip Institute of Technology and Research Centre (SITRC- Management)
  - I. Approved by AICTE New Delhi
  2. Affiliated to Savitribai Phule Pune University & Approved by Govt. of Maharashtra.
3. Sandip Institute of Engineering and Management (SIEM)
  - I. Approved by AICTE, New Delhi
  2. Affiliated to Savitribai Phule Pune University & Approved by Govt. of Maharashtra.
4. Sandip Institute of Pharmaceutical Science (SIPS)
  - I. Approved by AICTE New Delhi and Government of Maharashtra.
  2. Affiliated to Savitribai Phule Pune University & Approved by Govt. of Maharashtra.
5. Sandip Institute of Polytechnic (SIP)
  - I. Approved by AICTE, New Delhi
  2. Affiliated to MSBTE, Government of Maharashtra
6. Sandip Polytechnic (SP)
  - I. Approved by AICTE, New Delhi
  2. Affiliated to MSBTE, Government of Maharashtra

## Intellectual Property (IP) Policy

### Preamble

Sandip Foundation's Group of Institutions (hereinafter referred to as SF or Institute) is an educational and research Institute is national brand with a vision, "Committed to be a beacon in providing quality education & research in engineering and management. As per needs & expectation of students and global environment. This we shall achieve through continual improvement in teaching learning process in our world class infrastructure." Mission of the Institute is, "to achieve high standards of excellence in generating and propagating knowledge in engineering and allied disciplines. SF is committed to providing an education that combines rigorous academics with joy of discovery. The Institute encourages its community to engage in a dialogue with society to be able to effectively contribute for the betterment of humankind".

This is the first Intellectual Property (IP) policy for the Institute. In the last few years, a number of new initiatives and issues have arisen, with the enhanced growth in research and development. In view of the experience obtained during this period, in commercialization, incubation, international collaboration, distance education courses and student related issues, it was decided to formulate the IP policy.

SF's acknowledges the role of numerous stakeholders in creation of its Intellectual Property (IP), namely the government, public, researchers, faculty, staff, research students, postgraduate and graduate Students, guest researchers, sponsors, technology transfer units and the national IP offices. Being a public educational Institute, interests of the various stakeholders have been attempted to be taken care of.

SF's recognizes the importance of innovations and assist in translating them into products, processes and services for both commercial benefits and achieve the widest public good. The features of this IP Policy aim to meet such needs and enable SF to achieve its vision. SFs IP policy is designed to identify protect and leverage the bouquet of IPs that is generated from research, patents, copyrights, design rights and trademarks amongst others, that serve the purpose of knowledge diffusion and commercialization.

The IP policy of SF is segregated into two primary sub policies relating to *inventions* and *expressions* associated activities at the Institute. The main IP policy (Part A) presents the generic position of SF. The *Inventions related IP Policy* (Part B) relates to patent, design, layout, trademark,

bio diversity and related rights whilst the *Expressions related IP Policy* (Part C) provides direction for the Copyright and related rights. Various forms that explain in detail the sub processes, various situations and required documentation will be included as a part of the implementation of this policy.

## Part A

### SF Nashik Intellectual Property (IP) Policy

This policy is applicable to all the SF Personnel, students, faculty, staff, researchers and others. SF personnel are entitled to decide that the results of any research undertaken by them in the course of their employment/engagement with the Institute shall be disseminated through publications or disclosed as they wish in accordance with normal academic practice. However, the concerned parties should be aware of the various Intellectual Properties that get created in the course of their research and teaching that has potential for increased productiveness or break through development/inventions and creative activities as a means of effective communication and dissemination. Under the situations where a particular invention/development comes under both the sub policies, the IP Inventions Policy will supersede. The Institute's ability to grant waivers to the creators from non application of the IP policy is delegated to the Dean Patent Copyright (Dean P&C) at the Institute, subject to the approval by authority/SF.

- I. **Ownership:** The IP policy has to be accepted and signed by all SF Personnel. SF owns all the Intellectual Property (IP) that is produced by all SF personnel. Refer to the detailed relevant *IP Inventions Policy (Part C) and Expression Policy (Part D)* for exceptions. SF reserves the right to apply for IP protection in India throughout the world/specific countries for suitable protection of the IP generated. Annexure 1 gives an explanation of what constitutes significant resources.
- II. **Disclosure:** SF encourages timely disclosure of all potential IP/Inventions/Innovations generated (conceived or reduced to practice in whole or in part) by members of the faculty or staff (including research staff, doctoral students, students and visiting scholars) of the Institute in the course of their Institute related activities. SF identifies the relevant

statutory and other mechanisms not limited to Patent, Copyright, Trademark, Design Rights, Integrated Circuit, Plant Varieties and rest towards registration. Disclosure enables prompt action by SF to appropriately protect and disseminate the research activities occurring at SF. Annexure 2 details the process of disclosure and protection of SF Intellectual Property. All such disclosures are considered to be confidential.

III. **IP Licensing and Agreements:** SF understands the legitimate commercial needs and the security required in the form of IP especially for breakthrough technologies. SF strives to balance this critical requirement against the primary goal of academic and research dissemination leading to a practical usage of the technologies being developed. The licensing is done by SF through Dean P&C office, which handles the evaluation, marketing, negotiations and licensing of the entire Institute owned IP (Refer Annexure 4 for details and Annexure 5 for information on Agreements). In certain cases, SF might use the services of a third party for licensing the technology developed, under mutually agreed terms and conditions with such party, within the framework of the SF IP Policy.

#### *Licensing Types*

The type of license provided will depend on the nature of the invention/innovation. SF, is self finance institutes, encourages non exclusive licensing towards wider deployment of innovations being developed at the Institute. Under certain exceptions, SF might consider exclusive licensing. In case of platform wide use of inventions innovations and or where significant/resources effort have to be invested by the licensee in using the IP, the Institute might consider providing an application and/or region specific or a full scale exclusive license. Due diligence, not limiting to business plan, business model, milestones and usage plan of the IP in discussion and other relevant information as required, would be undertaken, in order to determine the type of licensing to be provided.

Licenses are provided to a company and not to an individual. License may be limited to that particular IP in discussion and not to its enhancements or modifications. Licenses provided are subject to periodic review including the working status and accessibility / availability of the IP used. Based on the review of the licensing activities, SF reserves the right to extend, modify or



terminate the type of existing license provided.

- a. **License Exemptions:** In case of both the inventor(s) and external party (ies) requesting for the license of the same SF owned IP at the same time, preference for licensing may be provided to the inventor(s) based on the nature of technology amongst other considerations. Irrespective of the license provided, SF's retains the right for research exemption and experimental use for patents, design rights and under fair use of copyrights and trademarks on an Institute wide perpetual license towards it's basic objective of academics and enhancing research. This will include the right to publish, use of technical data, the method, product and related services that has resulted from earlier research which has been licensed for the activities mentioned earlier. In the case of inventions by its faculty/students/ research scholars/other SF Personnel under lien/sabbatical/visit/internship/SF exercises the right to the access of such IP created for the sole purpose of academic work and research under research exemption and fair use, being conducted within its jurisdiction. The stakeholders are encouraged to disclose the invention through appropriate invention disclosure form (IDF) of such developments during their external stay.

**IV. Technology License/Transfer Options:** SF recognizes the inventor(s) creator(s) as a key component for successful commercialization process. SF shall use the following options to utilize the IP generated. Licensing may be made either directly to third parties or through incubation centre, "Centre for Innovation SF Nashik" or through licensing agents. It is to be noted that the IP generated would preferably be licensed and not assigned. SF reserves its march-in rights in the case of assigned IP. Any licensing done by SF will be on an as is where is basis.

1. **Technology licensing:** This would be as per the current policy and revenues earned will be shared with the inventor(s) in a 70:30 ratio. The 70% due to the SF inventor(s) will be distributed as per the separate inventor's agreement entered into between the inventors. In the case of multiple SF inventors, the default inventor's royalty share is done on an equal basis in the absence of an alternate revenue sharing agreement. Details of royalty sharing are given in Annexure 3. Salient features of the licensing includes the

following:

- Preferred mode is Non Exclusive licensing. Exceptions to this will be based on the funding of the project and any other relevant requirements.
  - Exclusive license will be subjected to periodic review of license not limiting to usage status, application and/or region specific, royalty generation for continuing such license agreement.
2. Incubation Centre for Innovation SF Nashik (CIVN): SF inventors and community interested to incubate the technologies developed have an opportunity through CIVN. Salient features for CIVN incubation model include the following:
- a) Nature of license (exclusive, non exclusive or transfer of knowhow) will be based on the nature of the technology developed and on any prior contract governing the IP to be licensed.
  - b) Exit time review of the earlier license provided would determine the future mode of license.
  - c) Exclusive licensing provided after exit from CIVN will be subject to periodic review based on various measures.
  - d) For IP involving multiple inventors, a No-objection Certificate (NoC) from all the inventors concerned is a necessity for an exclusive license to be considered. In the absence of NoCs from all concerned, a non exclusive license ONLY will be provided to the requester(s).
3. Licensing through agents: In some cases, SF's might utilize the services of third party licensing agents and mechanisms for effective deployment of the technology developed. Salient features for third party licensing agents include the following:
- The nature of the licensing would be generally non exclusive.
  - Exclusive licensing will be subject to periodic review based on various measures.
  - For an IP which has not been licensed to any party, the creator(s) may also contact



potential licensee(s) on their own initiative, maintaining confidentiality and taking all necessary care so as not to affect the value of the IP, through appropriate agreements such as Non Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions.

- If SF's has not been able to commercialize the creative work in a reasonable time frame, the creator(s) may approach the Dean P&D for the assignment of rights of the invention(s) to them.

**Infringements, Damages, Liability and Indemnity Insurance:** SF's shall, in any contract between the licensee and SF's, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgrades, debug obligations and the content created. The policy also supports the need to indemnify SF personnel built into the license agreements for sponsored research and consultative work. SF's shall retain the right to engage in any litigation concerning its IP and license infringements.

**Conflict of Interest:** The inventor(s) are required to disclose potential conflict of interest while undertaking any IP related activity. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company. SF license to a company in which the inventors also have a stake and management role shall be subject to the approval of the Dean R&D taking the above consideration into fact. All SF Personnel shall be bound by the conflict of interest related policy/guidelines of SF as applicable from time to time.

**Dispute Resolution:** In case of any disputes between SF and the inventors/creators regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of SF. Efforts shall be made to address the concerns of the aggrieved party through the appointment of a committee of experts and the verdict of the Committee is final.

**Jurisdiction:** All agreements to be signed by SF's will have the jurisdiction of the court in Nashik and shall be governed by appropriate laws of India.

## Part B: The Inventions related IP Policy

**1. Applicability & Requirements:** This policy is applicable to all SF's personnel as defined in the overall IP policy and their range of activities such as, but not limited to, teaching, research, distance education and modules, continuing education programme, consultancy, sponsored work, collaborative research (internal and external) and the range of inventions includes patentable subject matter, trade mark service mark, geographical indicators, design registrations, integrated circuits layout, plant varieties, materials transfer and other related necessary Confidential Information. Evaluation of academic work associated with IP creation will be subject to the Institute norms as applicable from time to time. Any agreement with an external agency, which requires delay in public disclosure for the purpose of IP protection, should usually not have effect for longer than three months from the time of notification by SF's to the said agency. The applicability of the IP policy will be covered through appropriate forms to be filled by the Institute personnel.

**2. Relevant inventions and Ownership:** Under this policy, title to such inventions including software where applicable, designs and integrated circuit layouts and patentable subject matter that are created in SF's with the use of significant SF's resources are assigned to and owned by SF's, regardless of the source of funding, if any.

All inventors/creators are required to ensure that an inventor's agreement is filled at the time of submission of an invention disclosure to SF's. This agreement would among other aspects, include ratio of sharing any revenue received from commercialization of the said technology amongst the SF's inventors/creators. Absence of such an agreement will be considered as equal sharing amongst the SF's inventor's creators.

**3. Ownership exemption:** The possibility of exemption to ownership is given in the following cases and SF's reserves the right to revise these exemptions on a case to case basis. If the inventor/creator is not related with SF's. If the inventor/creator has not used significant resources of SF's. The inventor(s)/creator(s) are to submit the lack of using significant resources (as described in Annexure 1) for exemption purposes. If SF's is not interested to take forward the disclosed invention/creation towards IP protection or through prior specific agreement. In case of SF's not protecting an IP, the inventor(s)/creator(s) are provided with the permission to protect the same in countries of their choice.

**4. External Funded/Collaborative Development:** For the relevant invention(s) including software, designs and integrated circuit layouts, produced during the course of a sponsored and or collaborative activity (internal/external), specific provisions related to IP made in contracts governing the collaborative activities are to be referred along with this policy. Cases where confidential data and results are to be used by the Institute for its academic and research work, exclusive access to the relevant project members have to be provided. Relevant faculty, students and researchers who would contribute in such projects are to be duly notified of potential delay in approval for publication, academic and research related activities before accepting such project proposals. Based on such agreements as signed by SF's, the following scenarios are envisaged:

- a) SF's is the sole owner of the IP generated from the funding provided.
- b) The IP generated is owned jointly with the collaborative partner having the first rights of refusal towards commercialization.
- c) In the case of a collaborative/multiple consortium based IP generation, the IP terms of such agreement is to be considered along with the policy. In the absence of any specific IP agreement in such cases, SF's follows its IP policy.
- d) SF's can assign the IP generated, to the funding agency based on the nature of the technology, funding and specific applications.

Under all circumstances, SF's always reserves the right to use the IP generated for its academic and research purposes.

**5. Design Rights:** The design right for a created component (physical or graphic, any dimension) follows the IP inventions policy as indicated in this section.

**6. Trade Mark(s)/Service Mark(s):** The logo of SF's would be the trademark of the Institute. It is to be noted that the logo of SF's cannot be used on any of the private communication of any of the SF's personnel. Official activities that are part of the officially recognized bodies of SF's, web pages hosted on the SF domain, project websites and reports in which SF is a project

member, student thesis are allowed by default to have the SF logo. The usage of the SF's logo, SF's name in full or partial for all other activities has to get the due approval of SF's.

**7. Material Transfer Agreements (MTAs):** This agreement is of relevance to activity which requires a physical material access for research. SF's follows a material transfer agreement aligned with its academic and research needs. The MTA is used for both SF to provide a material (typically biological) to any other external party and also to request any material from external agency. Such agreements are to be finalized in consultation with Dean P&C, SF's for all materials transferred to and from external agencies.

### **Part C: The Expressions related IP Policy**

1. **Applicability & Requirements:** This policy is applicable to all SF personnel as defined in the overall IP policy and their range of activities during their engagement with SF such as, but not limited to teaching, research, distance education, continuing education, consultancy, sponsored work, collaborative activity (internal and external), Institute designated or sponsored work (academic, cultural) and the range of creations includes copyrightable works and related necessary confidential information.

This sub policy is limited to the literal component of any deliverable and patentable inventions.-related content will be under the purview of the IP inventions policy. As an example, thesis under the copyright policy of SF's Nashik refers only to the literary work of the thesis. Evaluation of academic work associated with IP creation will be subject to Institute norms as applicable from time to time. Any agreement with an external agency, which requires delay in public disclosure for the purpose of IP protection, should usually not have effect for longer than three months from the time of notification by SF to the said agency.

2. **Relevant creations and ownership:** Title to such creations including literary works, software, music, cinematography, sound and other rights covered under the Copyright Act of India, 1956 and amendments thereof, where applicable, that are created in SF's with the use of significant SF's resources under this policy are assigned to and owned by SF's. SF's is the owner to the administrative and other documents created as part of designated work. Examples include

course outline documents, question papers, answer sheets, grade ranking sheet, and other such creations. All the creations are required to ensure that the *inventor's agreement* is filled at the time of submission to SF's. This agreement would among other aspects, include ratio of sharing of any revenue received from commercialization of the said creation. Absence of such an agreement will be considered as equal sharing amongst the creators.

3. **Ownership exemptions:** Exemption to ownership is given in the following cases and SF's reserves the right to revise these exemptions on a case to case basis. Copyright being present by default on any material being created, the policy provides the following ownership exemptions to the various creations that occur as part of SF personnel's activities. The copyright ownership is treated separately for the various creations identified.

#### **Teaching / Course material**

1. SF acknowledges that the author is the owner of teaching materials, created for teaching purposes during author's engagement with / stay at SF.
2. As most of the course content is created cumulatively and in order to enable a wider sage and distribution of the teaching materials created, SF by default gets a license to the copyright and all other rights of the content created by the creator for fair dealing under academic and research context.
3. SF is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.

#### **Continuing Engineering Programme (CEP) Courses**

1. CEP course materials and academic course materials have different copyright clearances.
2. The content and the materials created will be owned by the course creator. Note that that the course creator, course instructor and course coordinator could be the same individual on independent.
3. The course creator is expected to get the relevant copyright clearances for the course

materials used.

4. SF owns the course structure, course outline and promotional materials created for any of the CEP courses for any application or use.

5. SF is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation

- **Quality Improvement Programme (QIP) Courses**

1. Copyright of QIP course materials will be governed by the rules of the QIP scheme. In absence of any specific guidelines in this regard, the CEP policy will be applicable.

- **Thesis**

1. The student is the original creator of the thesis, fine tuned with relevant contribution of the supervisor(s) and the copyright authorship rests with the student creator.

2. The ownership is jointly held by the student creator and the supervisor(s) concerned. The supervisor(s) can waive off their joint ownership if desired. Relevant forms will be made available for such waivers.

3. The supervisor(s) is required to sign off at the time of the thesis submission, indicating the commercial/potential commercial/no commercial value of the work concerned.

4. SF reserves the right to identify potential IP generated through the submitted thesis and protect such identified IP before displaying the thesis in public domain. SF gets a non exclusive, non-commercial license for the display and use of the thesis for academic and research purposes.

5. In the case of a thesis resulting from external funding, the joint ownership of the thesis extends to the external supervisor(s). Pending any specific agreement, the IP and Copyright policy of SF Nashik will be applicable by default in such cases.

6. Both the student and the faculty supervisor(s), where applicable, have the right to first



refusal for any further adaptations and other derivative work that is intended to be done by either of the parties. They are given three month time from the day the official request submitted, to exercise their right to refusal. The official request should include minimum the adaptations identified.

7. Failure to respond within the time duration of three months will be deemed to be an acceptance of the proposal presented. Either party can approach SF towards the resolution. The Chairman of SF authorizes the formation of a panel under the Dean R&D for a resolution process.
  8. Irrespective of any agreement, SF reserves the right to use the thesis for educational and research requirements. SF may not prefer the use of NDA for its thesis evaluation.
  9. SF gets an automatic right to display the thesis in soft and hard forms.
- **Books, articles and related literary works:** SF encourages its personnel to spread knowledge and books, technical articles etc. through ways in which this vision can be achieved. In this respect, SF does not claim ownership of copyright on books authored by SF personnel. In cases where the books are related to the multiple research group faculty teaching the course in the Institute, it is expected that the interested author shall get the relevant no objection certificate from co-authors/other contributors. Use of SF logo on any personal publications by the faculty/staff/student is prohibited. In cases of Institute designated works and other works like the content development programme, the ownership rests with SF. Students who wish to publish their thesis, prior to submission for an academic degree, as a book or any other type of publication are required to seek a prior written approval from SF.

### **Defining parties concerned and significant usage**

In addition to faculty and staff (including project staff), the provisions of the Institute's IP policy will extend to all students, research scholars and postdoctoral fellows, non-employees who participate or intend to participate in research projects at SF (including visiting faculty, industry personnel, visiting students, fellows, etc.) either in a direct or indirect relationship with SF or through any related activity.

Use of library facilities, internet connectivity, and occasional use of office equipment and office staff will not be considered "significant use" of Institute facilities and equipment. In addition, the following are accepted as no significant usage of Institute resources:

1. The inventor does not use any Institute provided funds or Institute administered funds in connection with the activity resulting in generation of IP.
2. Prior disclosure by the inventors of any intellectual property that closely resembles a specific research project at the Institute, together with an explanation that such intellectual property did not arise through use of Institute resources.

The Institute requires the individual to provide supporting documentation towards the claim of no significant use of the Institute resources and reserves the right to grant appropriate waivers. It is to be noted that in the event of further development or modifications to an earlier individual work by making significant use of SF facilities, resources and related funding, SF may assert further rights in accordance with its IP policies.

Access to facilities for external registered students is limited to their related research and is bound by the IP policy of SF.

## Annexure II

### **Disclosure, Assessment and Protection**

For all invention(s) produced at SF, the inventor(s) are required to disclose the creative work to the Dean R&C at the earliest date using an Invention Disclosure form (IDF) of the Institute. Disclosure is a critical part of the IP protection process and it formally documents claims of inventorship, the date of the invention and other details of the invention. The inventor(s) shall assign the rights of the disclosed invention to SF. For sponsored and/or collaborative activity, the provisions of the contract pertaining to disclosure of creative work are applicable.

All SF personnel and non-SF personnel associated with any activity of SF shall treat all IP related information which has been disclosed to the IRCC and/or whose rights are assigned to SF, or whose rights rest with SF personnel, as confidential. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public.

In order to expedite and complete the procedural and legal formalities of IP protection, all inventors/creators of SF are required to sign such identified documents and provide assistance to empower and enable SF to complete these statutory requirements within stipulated time.

#### ***Assessment of Inventions / Innovations for protection***

The Institute shall assess the patentability of the invention and make one of the following recommendations:

1. SF shall take the responsibility of protection of the IP, in which case, SF will initiate appropriate processes.
2. In the event of SF not taking up the responsibility of protection of the IP, the inventor/creator(s) may then choose to protect the IP at their own. However the ownership rights shall remain with SF. In such cases, the cost and revenue sharing will be governed by a separate agreement between SF and the inventor creator(s).
3. Filing of IP Applications in foreign countries: Within a reasonable period of filing the

complete IP application in India, SF shall, based on available information, decide on the suitability of protection of the invention in foreign countries.

4. If SF opts not to undertake such protection in any specific country requested by the inventor(s), the creator(s) may then choose to protect the creative work at their own. However the ownership rights shall remain with SF. In such cases, the cost and revenue sharing will be governed by a separate agreement between SF and the inventor/creator(s).

**Renewal of IP Rights:** A decision on the annual renewal of IP rights will be taken by the Institute. If SF decides not to renew the IPR in any country, then it may assign the rights of the IP in that country to the creator(s) based on a request to that effect from the creator(s) and an internal review. In all cases where IP rights in any specific country have been reassigned to the inventor(s), SF shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by SF.

## **Annexure III**

### **Revenue Sharing**

Net earnings from the commercialization of IP owned by SF would be shared as follows:

1. The inventor (s) / creator(s) share would be declared annually (or as revenues are received) and disbursement will be made to the inventor (s) / creator(s), their legal heir, whether or not the inventor (s) / creators are associated with SF at the time of disbursement.
2. The revenue sharing ratio between the inventor team and SF will be a fixed 70:30 in favour of the inventor team. IP protection costs will be part of the license revenue sharing agreement between SF and inventor(s).
3. Where applicable and when SF reassigns the rights of the IP to its creator(s) for any country, the cost and revenue sharing will be governed by a separate agreement between SF and the inventor / creator(s).
4. The inventors may at any time by mutual consent revise the distribution of IP earning agreement.

## Annexure IV

### Role Dean P&C office

Dean P&C office at SF's Nashik provides guidance, support and resources to all SF's personnel and facilitates protection and deployment of intellectual property. In achieving this goal, : Dean P&C office creates awareness about the importance and role of IP Rights, implements the IP policy, ensures transparency and fairness of implementation processes, solicits feedback regarding the fulfillment of the IP policy and periodically reviews the Policy to improve upon any shortcomings, strengthens the infrastructure and resources for protection and exploitation of IP and makes available expert inputs.

Issues of ownership, confidentiality, disclosure, patentability, technology transfer, revenue sharing, and conflict of interest among others play a very important role in any IP management and workshops / meetings are conducted by the Institute to enhance awareness on related issues. : Dean P&C office also provides templates and guidelines for the contracts, agreements and MOUs governing the effective exploitation of the IP produced by SF's. All such agreements and matters relating to confidentiality, infringements, damages, liabilities and compliance are administered by IRCC.

### Responsibilities:

- 1) Prepare the long term Road Map for getting the Patents and Copyright.
- 2) Identification of Project which can fetch the Patents and Copyright.
- 3) Working out the financial outlays for Patents and Copyright.
- 4) Registration of Patents and following it up for getting it.
- 5) File the copyright proposals.
- 6) Maintain the record with regard to requirement of apex bodies like NBA etc.

## Annexure V

### Contracts and Agreements

All agreements including but not limited to the following categories, for activities undertaken by any SF personnel need to be approved by SF:-

1. Confidentiality Agreement/Non-disclosure Agreement
2. Consultation Agreement
3. Evaluation Agreement
4. Patent and Development Agreement (P&DA/MOU)
5. License Agreement
6. Technology Transfer Agreement
7. Alternative Dispute Resolution Agreement
8. Collaborative MOU with University/Organization
9. Invention disclosure agreement
10. Revenue Sharing agreement

Dean P&C acts as the final signing authority in all categories of agreements listed above. Dean P&C office facilitates the process of framing such agreements by way of providing templates and services through professional consultants Dean IPR informs to and or seeks the previous approval of authority for such agreements contracts.