

Intellectual Property (IP) Policy of Somaiya Vidyavihar

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Part A: Preamble

Somaiya Vidyavihar (hereafter referred to as SVV or Institute) is an Educational Institute with a mission to create an ambiance where new ideas can flourish and from which leaders and innovators of tomorrow emerge.

SVV 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 public educational institute, interests of the various stakeholders have been attempted to be taken care of.

Part B: RiiDL SVV Intellectual Property (IP) Policy

This policy is applicable to all the SVV Personnel . students, faculty, staff, researchers and others related.

SVV 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 situations where a particular invention / development come under both the sub policies, the IP Inventions Policy will supersede. The Institutes ability to grant waivers to the creators

from non application of the IP policy is delegated to the Dean Research and Development (Dean R&D) at the Institute.

- 1. Ownership:** The IP policy has to be accepted and signed by all SVV Personnel. SVV owns all the Intellectual Property (IP) that is produced by all SVV personnel. Refer to the detailed relevant IP Inventions Policy (Part C) and Expression Policy (Part D) for exceptions. SVV 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.
- 2. Disclosure:** SVV 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. SVV 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 SVV to appropriately protect and disseminate the research activities occurring at SVV. Annexure 2 details the process of disclosure and protection of SVV Intellectual Property. All such disclosures are considered to be confidential.
- 3. IP Licensing and Agreements:** SVV understands the legitimate commercial needs and the security required in the form of IP especially for breakthrough technologies. SVV 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 SVV through Krishna and Saurastri Associates (KSA), 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, SVV 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 SVV IP Policy.

Licensing Types

The type of license provided will depend on the nature of the invention / innovation. SVV encourages non exclusive licensing towards wider deployment of innovations being

developed at the Institute. Under certain exceptions, SVV 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, SVV reserves the right to extend, modify or terminate the type of existing license provided.

1. **License Exemptions:** In case of both the inventor(s) and external party(ies) requesting for the license of the same SVV owned IP at the same time, preference for licensing may be provided to the inventor(s) based on the nature of technology among other considerations.

Irrespective of the license provided, SVV 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 its 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 SVV Personnel under lien / sabbatical / visit / internship, SVV 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.

4. **Technology License / Transfer Options:** SVV recognizes the inventor(s) / creator(s) as a key component for successful commercialization process. SVV shall use the following

options to utilize the IP generated. Licensing may be made either directly to third parties or through incubation or through licensing agents. It is to be noted that the IP generated would preferably be licensed and not assigned. SVV reserves its march-in rights in the case of assigned IP. Any licensing done by SVV 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 SVV inventor(s) will be distributed as per the separate inventors. agreement entered into between the inventors. In the case of multiple SVV inventors, the default inventors. 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:
 1. Preferred mode is Non Exclusive licensing. Exceptions to this will be based on the funding of the project and any other relevant requirements.
 2. 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 through Research Innovation Incubation Design Lab (RiiDL): SVV inventors and community interested to incubate the technologies developed have an opportunity through RiiDL. Salient features for RiiDL incubation model include the following:
 1. 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.
 2. Exit time review of the earlier license provided would determine the future mode of license.
 3. Exclusive licensing provided after exit from RiiDL will be subject to periodic review based on various measures.
 4. 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, SVV 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:

1. The nature of the licensing would be generally non exclusive.
2. 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 SVV has not been able to commercialize the creative work in a reasonable time frame, the creator(s) may approach the Dean R&D for the assignment of rights of the invention(s) to them.

1. **Infringements, Damages, Liability and Indemnity Insurance:** SVV shall, in any contract between the licensee and SVV, 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 SVV personnel built into the license agreements for sponsored research and consultative work. SVV shall retain the right to engage in any litigation concerning its IP and license infringements.
2. **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. An SVV 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 SVV Personnel shall be bound by the conflict of interest related policy / guidelines of SVV as applicable from time to time.

3. **Dispute Resolution:** In case of any disputes between SVV and the inventors / creators regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of SVV. 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 Director is final.

4. **Jurisdiction:** All agreements to be signed by SVV will have the jurisdiction of the court in Mumbai and shall be governed by appropriate laws of India.

--- End of IP Policy ---

Part C: The Inventions related IP Policy

1. **Applicability & Requirements:** This policy is applicable to all SVV 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 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 SVV 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 SVV with the use of significant SVV resources are assigned to and owned by SVV, regardless of the source of funding, if any.
All inventors / creators are required to ensure that an inventors agreement is filled at the time of submission of an invention disclosure to SVV. This agreement would among other aspects, include ratio of sharing any revenue received from commercialization of

the said technology amongst the SVV inventors / creators. Absence of such an agreement will be considered as equal sharing amongst the SVV inventors / creators.

3. **Ownership exemption:** The possibility of exemption to ownership is given in the following cases and SVV reserves the right to revise these exemptions on a case to case basis.

If the inventor / creator is not related with SVV.

If the inventor / creator has not used significant resources of SVV. The inventor(s) / creator(s) are to submit the lack of using significant resources (as described in Annexure 1) for exemption purposes.

If SVV is not interested to take forward the disclosed invention / creation towards IP protection or through prior specific agreement.

In case of SVV 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 SVV, the following scenarios are envisaged:

1. SVV is the sole owner of the IP generated from the funding provided.
2. The IP generated is owned jointly with the collaborative partner having the first rights of refusal towards commercialisation.
3. 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, SVV follows its IP policy.
4. SVV can assign the IP generated, to the funding agency based on the nature of the technology, funding and specific applications.

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

1. **Design Rights:** The design right for a created component (physical or graphic, any dimension) follows the IP inventions policy as indicated in this section.
2. **Trade Mark(s) / Service Mark(s):** The logo of SVV would be the trademark of the Institute. It is to be noted that the logo of SVV cannot be used on any of the private communication of any of the SVV personnel. Official activities that are part of the officially recognised bodies of SVV, web pages hosted on the SVV domain, project websites and reports in which SVV is a project member, student thesis are allowed by default to have the SVV logo.
The usage of the SVV logo, SVV name in full or partial for all other activities has to get the due approval of SVV.
3. **Material Transfer Agreements (MTAs):** This agreement is of relevance to activity which requires a physical material access for research. SVV follows a material transfer agreement aligned with its academic and research needs. The MTA is used for both SVV 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 finalised in consultation with KSA, SVV for all materials transferred to and from external agencies.

---End of Inventions related IP Policy--

Part D: The Expressions related IP Policy

1. **Applicability & Requirements:** This policy is applicable to all SVV personnel as defined in the overall IP policy and their range of activities during their engagement with SVV 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 SVV 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 SVV 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 SVV with the use of significant SVV resources under this policy are assigned to and owned by SVV.

SVV 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 .inventors. agreement. is filled at the time of submission to SVV. This agreement would among other aspects, include ratio of sharing of any revenue received from commercialisation 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 SVV 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 SVV personnel.s activities. The copyright ownership is treated separately for the various creations identified.

1. **Teaching / Course material**

1. SVV acknowledges that the author is the owner of teaching materials created for teaching purposes during author.s engagement with / stay at SVV.

2. As most of the course content is created cumulatively and in order to enable a wider usage and distribution of the teaching materials created, SVV 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. SVV 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.

1. 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 or independent.
3. The course creator is expected to get the relevant copyright clearances for the course materials used.
4. SVV owns the course structure, course outline and promotional materials created for any of the CEP courses for any application or use.
5. SVV 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.

1. 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.

1. Centre for Distance Engineering Education Programme (CDEEP) Courses

1. CDEEP is a platform for outreach services. This policy applies to SVV academic courses offered in this outreach mode.
2. Other courses offered in this mode will be governed by specific agreements on a case to case basis.
3. The cinematography and sound recording of the course presented through CDEEP will be owned by SVV. Any revenue generated from commercialisation of such adaptations will be shared with the creators as per SVV policy as applicable from time to time.
4. All other course materials (such as slides, notes and software where required and integral part of the course) will be owned by the creator.
5. SVV gets a fair dealing to the complete course content created to be used for academic and research purposes.
6. SVV 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.

1. 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. SVV reserves the right to identify potential IP generated through the submitted thesis and protect such identified IP before displaying the thesis in public domain. SVV 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 SVV 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.s time from the day the official request submitted, to exercise their right to refusal. The official request should include at the 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 SVV towards the resolution. The Director of SVV authorises the formation of a panel under the Dean R&D for a resolution process.
8. Irrespective of any agreement, SVV reserves the right to use the thesis for educational and research requirements. SVV may not prefer the use of NDA for its thesis evaluation.
9. SVV gets an automatic right to display the thesis in soft and hard forms.

1. **Books, articles and related literary works:** SVV encourages its personnel to spread knowledge and books, technical articles etc. are ways in which this vision can be achieved. In this respect, SVV does not claim ownership of copyright on books authored by SVV personnel. In cases where the books are related to the multiple research groups / 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 SVV 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 SVV.
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 SVV.

--- End of Expressions related IP Policy---

Part E: Annexure

Annexure 1 . 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 SVV (including visiting faculty, industry

personnel, visiting students, fellows, etc.) either in a direct or indirect relationship with SVV 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 SVV facilities, resources and related funding, SVV 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 SVV.

Annexure 2 . Disclosure, Assessment and Protection

For all invention(s) produced at SVV, the inventor(s) are required to disclose the creative work to the KSA 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 SVV.

For sponsored and/or collaborative activity, the provisions of the contract pertaining to disclosure of creative work are applicable.

All SVV personnel and non-SVV personnel associated with any activity of SVV shall treat all IP related information which has been disclosed to the KSA and / or whose rights are assigned to SVV, or whose rights rest with SVV 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 SVV are required to sign such identified documents and provide assistance to empower and enable SVV 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. SVV shall take the responsibility of protection of the IP, in which case, SVV will initiate appropriate processes.
2. In the event of SVV not taking up the responsibility of protection of the IP, the inventor / creator(s) may then choose to protect the IP on their own. However the ownership rights shall remain with SVV. In such cases, the cost and revenue sharing will be governed by a separate agreement between SVV and the inventor / creator(s).
3. Filings of IP Applications in foreign countries: Within a reasonable period of filing the complete IP application in India, SVV shall, based on available information decide on the suitability of protection of the invention in foreign countries.
4. If SVV 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 on their own. However the ownership rights shall remain with SVV. In such cases, the cost and revenue sharing will be governed by a separate agreement between SVV 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 SVV 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), SVV shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by SVV.

Annexure 3 . Revenue Sharing

Net earnings from the commercialisation of IP owned by SVV 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 SVV at the time of disbursement.

2. The revenue sharing ratio between the inventor team and SVV 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 SVV and inventor(s).
3. Where applicable and when SVV 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 SVV and the inventor / creator(s).
4. The inventors may at any time by mutual consent revise the distribution of IP earnings agreement.

Annexure 4 . Role of **Krishna and Saurastri Associates**

KSA at SVV provides guidance, support and resources to all SVV personnel and facilitates protection and deployment of intellectual property. In achieving this goal, KSA 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 fulfilment 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. KSA also provides templates and guidelines for the contracts, agreements and MOUs governing the effective exploitation of the IP produced by SVV. All such agreements and matters relating to confidentiality, infringements, damages, liabilities and compliance are administered by KSA.

Annexure 5 . Contracts and Agreements

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

1. Confidentiality Agreement / Non-disclosure 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. Collaborative MOU with University / Organisation

Dean R&D acts as the final signing authority in all categories of agreements listed above. KSA facilitates the process of framing such agreements by way of providing templates and services through professional consultants.