



SOMAIYA
VIDYAVIHAR UNIVERSITY



**INTELLECTUAL PROPERTY PROTECTION
POLICY & GUIDELINES
(2022)**

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SECTION 1: INTRODUCTION & GUIDING PRINCIPLES

1.1 Background and Purpose of the Document

Somaiya Vidyavihar University (hereinafter referred as “SVU”) is a self-financed, non-affiliating State Private University. The vision of the SVU is to build a world class teaching and research institution that is global in the reach of its ideas, and universal in its service.

Somaiya Vidyavihar University aims for global standards of excellence across the spectrum of research, from fundamental, curiosity-driven work that builds the stock of knowledge and leads to new research questions to applied research and innovation with direct applications to industry and communities. SVU aims to support a vibrant research environment through its expert faculty and its students.

To expand the boundaries of knowledge, it is important to have in place, systems and mechanisms to structure and enforce the process of creation, preservation, documentation, transfer and application of Intellectual Property Rights (IPR).

The purpose of this document is to articulate the institutional policy, guidelines and processes relating to the effective protection of intellectual property (created by members of the University in the course of performing activities of the University) in alignment with the larger mission and mandate of SVU.

This document focuses on the policies and guidelines for IP Protection. Separate policies shall be published for:

- Technology commercialization policy and guidelines
- General entrepreneurship promotion policy and guidelines for incubation
- Student and faculty entrepreneurship policy and guidelines
- Policy and guidelines for sponsored and collaborative projects

1.2 Guiding Principles and Policy Statement:

The primary goal of SVU is the creation and dissemination of knowledge for the benefit of society. SVU recognizes that the intellectual property system via its mechanism of disclosure promotes the wider dissemination of useful knowledge and accelerates the pace of innovation while also providing mechanisms for the creators to be duly credited and rewarded. Thus, a strong and supportive IP policy is key to achieving SVU’s mandate.

SVU recognizes intellectual property as a key enabler for scaling the impact of SVU's mission of education, knowledge dissemination and new knowledge creation via research.

SVU reiterates its commitment to celebrating the intellectual contributions of all creators, respecting creators' rights, effectively protecting intellectual property in the interest of the creators' rights, facilitating their translation to the market and scaling their reach to impact many more people.

SVU reiterates its commitment to creating a culture of creating and protecting intellectual property in the University. Thus, SVU shall make IP awareness, training and practice an integral part of the Universities activities.

SVU also realizes that strong capabilities in and track record of IP protection and translation will attract talent to the University that values creating useful intellectual property and taking them to eventual widespread use by people. Thus, SVU shall integrate and align the IP Policy with its student and faculty recruitment strategy.

The leadership at SVU shall exercise good judgment in decisions relating to the protection and commercialization of IP with the following being the order of priorities: education and knowledge dissemination, timely and adequate protection of intellectual property with fair and due recognition of all legal creators, assist creators in taking their ideas ahead, route to commercialization that maximizes the benefits of IP reaching the largest number of beneficiaries, and incentivization of creators.

1.2 **Objective of the Intellectual Property Policy (IP policy)**

The goal of the IP policy is to promote scientific research and technology development that leads to new discoveries, inventions and innovations from the faculty and students for the benefit of public, industry and Nation at large.

Through this document, SVU intends to put in place a system that brings the order to the process, protect and utilization of IP.

The objective of the IP policy is to:

- Stimulate and promote translational research and innovation at the University leading to creation of IP
- Encourage, create awareness and facilitate the process(es) of securing and protecting the IP rights



- Facilitate licensing and technology transfer of the IP generated based on the research
- conducted at the University which results in applications that benefit the public and industry
- Recognize and reward members of the university who create and transfer intellectual property to the industry, government and social organizations
- Identify and record ownership of IP, and ensure that the financial or any other returns from their IP are distributed in a fair and equitable manner by recognizing the contributions of the inventors and all the stakeholders at the university

SECTION 2: DEFINITIONS

The definitions set out below shall apply as per the Policy:

Appointment: A formal agreement for a Visitor at SVU, which is a prerequisite to participate in or conduct Research, scholarship, creative work at SVU.

Associated Agreement: Document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example, Memorandum of Understanding (MoU), Memorandum of Association (MoA), Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), etc.

Author(s): Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under the IP laws of India.

Background IP: Any pre-existing IP created before the execution of any Research Project, or prior to a Creator becoming subject to this IP Policy, by virtue of Appointment in the case of a Visitor, employment contract in the case of a Staff Member, or registration in the case of a Student.

Collaborator (s): Any investigator or any institution (academic, research or industry) working jointly on an activity or project with SVU in collaboration

Commercialization: Any form of utilization of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society.

Creator: Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of ‘inventor’, ‘researcher’ or ‘visiting researcher’ as generally implied in the IP laws of India.

Enabler: Any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by Creators - and as such may not be listed themselves as an author or inventor in terms of statutory IPRs - mainly through the execution of standard tasks or following through on specific instructions, but without whose practical contribution the Commercialization would not have been possible.

Genetic Resources (GRs) “Genetic material of actual or potential value”: Genetic material is defined as “any material of plant, animal, microbial or other origin

containing functional units of heredity". Some GRs are linked to traditional knowledge (TK) through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific Research. Examples include medicinal plants, agricultural crops and animal breeds.

Intellectual Property (IP): All outputs of creative attempt in any field at SVU for which legal rights may be obtained or enforced pursuant to the law. IP may include:

- a) Literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks;
- b) Teaching and learning materials;
- c) Databases, tables or compilations, computer software, courseware, and related material;
- e) Patentable and non-patentable technical information;
- g) Designs including layout designs (topographies) of integrated circuits;
- h) Plant varieties and related information;
- i) Trade secrets;
- j) Know-how, information and data associated with the above; and
- k) Trademark/Service mark
- l) Any other SVU -commissioned works not included above.

Intellectual Property Rights (IPRs): The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, should the statutory requirements for protection be met to result in a patent, trademark, registered design or plant breeders' right, respectively.

Invention: An invention means solution to a problem, usually technical in nature. A new product or process or modification of an already existing one qualifies for being an invention if made through human intervention, as against mere discovery of something already existing in nature. Section 2(1)(j) of the Indian Patent Act, 1970 defines invention as: "invention" means a new product or process involving an inventive step and capable of industrial application.

Inventor(s): A person or a group of persons responsible for creating an IP. In case, creation of IP is associated with more than one inventor, one of them, from SVU, would function as a Lead Inventor

IP Disclosure Form: The form IDF [Annex 1] to be completed by Creators and submitted to IP Protection Office (IPPO) to document their invention.

IP Expenses: All expenses incurred by SVU in for IPR protection and maintenance, portfolio administration and commercialization of IP.

IP Steering Committee: The body within SVU as mentioned in Section 5.1, which is responsible for overseeing the drafting, implementation, monitoring and evolution of the Policy, and for providing strategic oversight of the IPPO.

IP Protection Office (IPPO): The administrative unit established in terms of Section 5.2, responsible for day-to-day administration of all IP-related activities of SVU.

Know-how: means any method, technique, process, discovery, invention, innovation, specification, recipe, formula, design, plan, documentation, drawing, data and/ or other technical information

Non-Disclosure Agreement (NDA)/ confidentiality agreement: The agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA

Public disclosure: The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form communication by email; posting on a web; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an invention at a trade show; or the industrial application of an invention and any other form of public disclosure.

Public domain: The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

Research: Any creative work undertaken on a systematic basis in order to increase the knowledge, and the use of this knowledge to devise new applications.

Research contract: Any type of agreement between the university and an external party or research sponsor, concerning Research, which could result in IP. This shall include, but is not limited to, all sponsorships and collaborations with the external party or research sponsor

Research project: Any project that forms the basis of research undertaken by SVU and includes projects undertaken by a student, under the supervision of a staff member or a visitor, as part of a research degree program

Scholarly works: All copyright works which are the outputs of academic staff members, students or visitors, including research, creative and other outputs in area(s) of his/her expertise.

Staff member: Any person who is under a contract of employment with SVU including academic, research, technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis

Student: Any student registered for an approved course at SVU

Substantial use: Extensive use of resources which include but are not limited to facilities, equipment, human resources or funds

Visitor: Any person who is neither a staff member nor a student of SVU who engages in work at SVU, including visiting researchers, scholars and volunteers; a person either from India or abroad visiting under a collaborative activity or associated work at SVU. It is expected that the visit has been approved by competent authority of SVU

Work commissioned/ outsourced: work commissioned by SVU to a creator or group of creators either employed by SVU or invited from outside SVU with or without any consideration in cash or kind. Typical examples of SVU commissioned works are:

- a. Design work,
- b. Artistic work,
- c. Engineering/Architectural models,
- d. Computer software
- e. Reports based on surveys and analysis,
- f. Video works

SECTION 3: DESCRIPTION OF INTELLECTUAL PROPERTY (IP)

Intellectual Property refers to creations of the human mind and can manifest in one or more among scientific, literary, and artistic forms. Inventions, works of literature and art, audio-visual works, identifiers, symbol and names used in commerce are all intellectual property.

These intellectual properties can be defined as:

- a. Patent is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something or offers a new technical solution to a problem.
- b. Copyright is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; sound recordings, maps, computer software etc
- c. Trade/Service mark means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours.
- d. Industrial Design: means only the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- e. IC Layout Designs: means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.
- f. New Plant Variety: a plant variety that is novel, distinct and shows uniform and stable characteristics.
- g. Biotechnology Inventions include recombinant products such as vectors, nucleotide sequences, micro-organisms
- h. Traditional Knowledge: the knowledge developed by the indigenous or local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- i. Geographical Indications: means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region



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or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.

SECTION 4: SCOPE OF THE POLICY: WHOM THIS IP POLICY IS MEANT FOR

- 4.1. **IP:** This Policy applies to all IP generated at SVU, in particular inventor(s) /creators (faculty/students /project staff/ supporting staff /visitors/collaborators).
- 4.2. **Background IP:** Upon commencing employment, enrolment or an appointment, particular inventor(s) /creators (faculty/students /project staff/ supporting staff /visitors/collaborators) must declare any existing IP they wish to exclude from the application of this Policy due to creation prior to their employment, enrolment or appointment at SVU.
- 4.3. **Applicability:** This Policy applies to all particular inventor(s) /creators (faculty/students /project staff/ supporting staff /visitors/collaborators) who participate in a research project or produce scholarly works. Rights and obligations under this Policy shall survive any termination of employment, enrolment or appointment at the SVU.
- 4.4. **Binding effect of the Policy:** This Policy constitutes an understanding that is binding on SVU's particular inventor(s) /creators (faculty/students /project staff/ supporting staff /visitors/collaborators) once adopted by the Steering Committee on the following grounds:
- 4.4.1. **Staff Members:** SVU shall ensure that the employment contract or other agreement establishing any type of employment relationship between SVU, and staff members includes a provision placing staff members under the scope of this Policy.
- 4.4.2. **Students participating in a research project:** SVU shall ensure that students participating in a research project sign an agreement before commencing the project, to the effect that they have read and will comply with the provisions of this policy
- 4.4.3. **Visitors/Collaborators:** SVU shall ensure that visitors sign an appointment agreement before commencing any activity at SVU. Such agreement shall place the visitor under the scope of this policy and shall make reference to this policy, a copy of which will be made available to the visitor
- 4.4.4. **Informed consent.** This policy shall be included on SVU website

SECTION 5: IP MANAGEMENT AND GOVERNANCE STRUCTURE

For the facilitation of IPR policy, SVU will entrust the role and responsibilities to various individuals and entities. This section describes suggested administration mechanisms for some of the key activities

5.1. **IP Steering Committee**

5.1.1 **Purpose.** SVU shall establish an IP Steering Committee to oversee the implementation and evolution of this Policy and provide strategic guidance to the IPPO (Section 5.2)

5.1.2. **Composition.** The IP Steering Committee shall consist of

| | |
|-------------------------|--|
| Chairperson | Vice-Chancellor |
| Secretary | Dean Research |
| External Advisor | Outside of SVU |
| Convener | Senior faculty member |
| One representative from | K. J. Somaiya Institute of Management K. J. Somaiya Institute of Dharma Studies K. J. Somaiya College of Education K. J. Somaiya College of Engineering,Vidyavihar S K Somaiya College K. J. Somaiya Institute Of Engineering And Information Technology, Ayurvihar K. J. Somaiya College of Physiotherapy Somaiya School of Design, supported by RIDDL Internal Legal Expert Department of Library and Information Science Maya Somaiya School of Music and Performing Arts K. J. Somaiya College of Nursing |

5.1.3. **Responsibilities:** The IP Steering Committee is the ultimate decision-making body for the approval of the activities of IPPO

5.1.4. **Meetings:** The IP Steering Committee shall establish regular meetings three times in a year and also be available for *ad hoc* meetings. The tenure of the IP Steering Committee shall be for three years.

5.1.5 The Chairperson of Steering committee will sanction and approve the annual budgeting of funds and ad hoc approval for financial assistance as required from time to time.

5.2. The IP Protection Office (IPPO)

5.2.1. **Purpose.** SVU shall establish an IP Protection Office (IPPO) or designate a function within the institution or another organization to act as such, to assist SVU in managing and commercializing its IP in a form that will most effectively promote its development and use for economic and social benefit.

5.2.2. **Responsibilities.** The responsibilities of the IPPO shall include, but are not limited to:

- a. Outreach/awareness to inventor(s) /creators (faculty/students /project staff/ supporting staff /visitors/collaborators)
- b. Relationship management with inventor(s) /creators (faculty/students /project staff/ supporting staff /visitors/collaborators)
- c. IP portfolio administration;
- d. IP contract negotiation (if IP activities are outsourced to a service provider)
- e. IP contract management; and
- f. IP costs

5.3. IP Fund management

The university may examine to institute an 'IP Fund' by investing corpus amount every year and accumulating part of the revenue generated from licensing/assigning and other resources to support IP activities of the University. Annual budgeting of IP funds will be approved by IP Steering Committee. The IP fund will be managed by the IPPO of the University.

Funds for filing and maintaining the IP

- a. Official filing fees of Patent office (IN, PCT or Foreign)
- b. Cost associated for search and analytics reports
- c. Attorney fees (Filing and prosecution)
- d. Maintenance fees
- e. Admin expenses
- f. Awareness Workshops/Events
- g. Incentives
- h. Portfolio planning: Database, software, search and analytics paid databases
- i. Any services outsourced related to IP protection and commercialization



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SECTION 6: DETERMINATIONS BY THE IPPO

6.1. Responsibility to disclose IP

- 6.1.1. **Recording:** Creators shall keep appropriate records of their research in accordance with SVU applicable policy procedures and make reasonable efforts to ensure that only those individuals within SVU who have a need to have access to such records for the performance of their duties are granted such access.
- 6.1.2. **IP Disclosure:** Where a Creator identifies potential IP resulting from his/her research [or that of his/her team], he/she shall disclose such potential IP to IPPO promptly by means of an IP Disclosure Form.
- 6.1.3. **Complete disclosure:** Creators must provide to IPPO such full, complete and accurate information as IPPO may reasonably require enabling it to sufficiently assess the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon complete disclosure, the IP disclosure will be registered and assigned a reference number and IPPO will share this reference number with the creators to signify that the IP Disclosure has been formally received by SVU.
- 6.1.4. When potential IP has been developed using GRs and/or TK, the IPPO shall require its creators to disclose relevant information, in accordance with National Legislation.

6.2. Creatorship and ownership

- 6.2.1. **Creatorship:** Creators shall, upon request, sign the appropriate legal documents provided by IPPO that attest to creatorship. Where there is more than one creator, and there is a dispute as to the contribution to creatorship, IPPO shall in consultation with the creators, assist in the determination of the percentage IP creatorship, failing which it shall be assumed that there was an equal undivided contribution.
- 6.2.2. **Ownership:** Once creatorship has been determined, the creators shall be required to formally assign any right, title or interest they may have in that IP to SVU in the form of a contract that specifies the rights that will accrue to the

creator(s) and SVU and the obligations they will have to assist SVU with the commercialization of that IP.

SECTION 7: TYPES OF ACTIVITIES LEADING TO GENERATION OF IP

SVU has engaged itself in different types of research and development (R&D) activities including the following, which may generate intellectual property (ies):

- a. Research taken up by a faculty/student/project staff/supporting staff /visitor in the normal course of his/her appointment/engagement at SVU with funds coming from SVU (this would include research projects undertaken by students under the supervision of the faculty member);
- b. Research taken up by a faculty/student/project staff/supporting staff/visitor from funds coming from a sponsor such as Government of India, state governments, international agencies, or foreign governments, etc.;
- c. Collaborative research undertaken with other institutions including government departments and agencies, public sector undertakings and private companies located in India;
- d. International collaborative research with institutions and companies located outside India;
- e. Research supported by companies and other private organizations through research projects or consultancy assignments;
- f. Intellectual Property created by students: Thesis or dissertations: Student must submit his/her final thesis or dissertation to the SVU's repository
- g. Intellectual Property created by visitors/collaborators
- h. IP generated by project that are not funded by any funding organization
- i. Any combination(s) of the above

SECTION 8: OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

The ownership definitions for different types of IP and other relevant aspects are described in this section

8.1 Patent, Copyright on Software, Industrial design, IC layout design, Trademark and New plant variety

A. Intellectual property is owned wholly or exclusively by SVU if:

- a. It has been developed either solely with the use of funds / facilities provided by SVU or with a mix of funds/facilities of SVU and external agencies but without any formal associated agreement
- b. It has been developed with the use of external funds / facilities, including, that of sponsored research and consultancy projects without any associated agreement.
- c. It has been developed under any contract arrangement including “work for hire”, work commissioned and/or outsourced by SVU.
- d. It has been developed pursuant to a written agreement where ownership has been transferred to SVU. Examples are work assigned to programmers, writers of SVU publications, etc.
- e. It is not assignable to an individual or a specific group of identifiable contributors, i.e. software or technology or process developed over a period of time with contribution from different individuals of / for SVU
- f. SVU ownership for visitors: Unless otherwise agreed to in writing by SVU and the visitor’s home institution prior to the tenure at SVU, visitors are required to assign to SVU any IP:
 - i. created in the course and scope of their appointment at SVU; or
 - ii. created by making substantial use of SVU resources
 - iii. on departure from SVU, a visitor must sign and submit to IPPO an IP Disclosure form disclosing any IP created

B. Intellectual property can be owned by Third party(ies) (exclusively or jointly with SVU) if:

- a. It has been developed with external funding from Third party (ies) including sponsored research, consultancy projects and other collaborative activity (ies) with a formal associated agreement
- b. It has been developed without external funding from third parties under collaborative project(s) or activity (ies) with Third party (ies) with associated agreement(s).

- c. It has been developed out of the work carried out by SVU faculty/student/project staff/supporting staff during their visit to a Third-party Institution/organization.
- d. For sharing of IP in case of sponsored research and consultancy projects or any other collaborative activity, the following guidelines shall be followed:
 - If the funding agency allows SVU to own the IP, then SVU may share its rights with other Third party (ies) subject to their respective contribution and also through specific agreement in writing.
 - In case of funds provided by an agency of Government of India, the ownership shall be decided in compliance with the ownership clauses defined by the funding agency at the time of approval of the activity (ies).
 - In case of funds provided by a non-government agency: the ownership may be shared between SVU and funding agency. The sharing may take into consideration relative contributions of parties involved as well as any background IP with respective parties. Waiver of joint ownership can be considered by SVU on recommendation(s) of the involved inventor(s) or lead inventor based on the adequacy of compensation provided to SVU.
 - For a multi-country/multi-institutional collaborative project, there must be an explicit agreement defining the ownership of IP generated. Normally, IP will be shared among only those parties that contribute towards creation of IP through direct involvement of their human/other resources.
 - In case of collaborative activity with foreign institutions involving indigenous biological material, IP ownership has to take into account restrictions as per the prevailing 'Biological Diversity Act 2002' of India.

C. The Intellectual property can be owned by the Inventor(s) if:

None of the situations defined above for SVU or Third-party ownership applies, and the IP is unrelated to the inventor's engagement with SVU. For faculty and staff, the engagement implies responsibilities associated with employment. It is also expected that the person concerned would have pursued these activities outside of normal working hours of SVU.

D. Appointment of staff members at another Institution:

It is the responsibility of each staff member that holds an honorary or other academic or research appointment at another institution (Host Institution) to bring to the attention of the Host Institution, including its IPPO, his/her obligations in terms of this Policy, prior to the tenure at the host institution. To the extent that the Host Institution's IP Policy makes a claim on IP created by the staff member pursuant to

such appointment, the staff member shall ensure that the Host Institution negotiates a suitable IP arrangement with the Institution.

8.2 Copyright other than software

- a. The copyright owned by the author(s): The copyrights is owned by the authors for textbooks, research books, articles, monographs, teaching- learning resource materials and other scholarly publications unless restricted by an associated agreement. These may also include popular novels, poems, musical composition, other works of artistic imagination, etc. It is advisable to keep the SVU informed about such creations. Revenue generated, if any, from such activities must be reported to SVU as per the prevailing rules of income from other professional activities/sources.
- b. The copyright owned by SVU: The copyright is owned by SVU if the work is created under any contract (same as described under Clause A and Clause B of Section 8).
- c. The copyright re-assignable to authors: Copyright works that are normally assignable to SVU may be re-assigned to the author on request of the author provided it does not violate any agreement with Third party and does not intervene/ harm the interests of SVU
- d. Copyright owned by student:
 - Copyrights of thesis, dissertations, term papers, laboratory records, and of other documents that are produced by a student during the course of his/her study will reside with the student unless restricted by an associated agreement and/or research carried out using facilities that have come to SVU with pre-imposed IP protection restrictions
 - For claiming ownership of copyright for thesis and dissertations, the student(s) has/have to declare that the thesis does not include any information that needs IP protection by SVU
 - Further, any IP generated (other than copyright) out of the work carried out by the student would be covered as per Clause (A) and Clause (B) of Section 8 herein
 - If any such work could not be protected before submission of the thesis, concerned inventors should take steps to protect the IP within a period of one year of submission of thesis. SVU would have a mechanism in place for processing such thesis in order to protect the confidential information during this period.

8.3 Trade and Service Marks

Trade and service marks related to goods and services involving SVU will be owned by SVU. Use of SVU's name through trademark makes users obligated to certain standards and accountability

8.4 Protection of biodiversity and traditional knowledge

SVU affirms that it abides with the national laws on biodiversity and traditional knowledge. Inventor(s) has/have to ensure that the provisions under the national laws on biodiversity and traditional knowledge are not violated during the course of securing any IP protection or use of such knowledge.

8.5 Waiver of IP rights by SVU

Subject to any associated agreement and with appropriate approval from the sponsor, SVU may waive its rights to specified intellectual property in favor of the inventor so as to enable the inventor to seek funding or other support for the purpose of commercialization, or the university assessment does not favour IP protection.

Such waiver of ownership in favor of the inventor(s) can be considered-

- a. if it is established that such ownership of the inventor would be essential to enable dissemination of benefits of the invention to the society, or
- b. if SVU decides not to pursue the protection of IP within a period of six months of complete disclosure by the inventor to SVU. The decision to pursue or not to pursue should be communicated to the inventor within a period of six months from the date of the receipt of the application) of complete disclosure by the inventor to SVU.

In all cases, unless explicitly agreed to, SVU shall normally retain a perpetual, royalty-free license to use the intellectual property and any corresponding IP for research and educational purposes.

8.6 Trade-secrets and know-how information

Trade secrets and know-how fall outside the scope of protection under current IP regime of India. It is important for the owner of such secrets and know-how to maintain confidentiality through confidentiality or non-disclosure agreements (NDA) with the other parties. In order to protect the information exchanged or being exchanged with Third party(ies) associated with an activity, lead inventor/faculty is encouraged to sign separate NDA with third party(ies), associated faculty members, students, supporting staff, project staff and visitors. Such confidential information should not be incorporated in a student's thesis without the written permission of the owner of the information. Trade secrets and know-how information should be exchanged with third party(ies) in writing through a disclosure notice in order to keep

a record of time and extent of disclosure. Such NDA should have a reasonable time limit from the date of disclosure of the information by the two parties so as not to hamper dissemination and propagation of scientific information to society. Work carried out or information generated under an activity at SVU will not be generally considered proprietary. Non-publication/non-disclosure of information will only imply that the results have not yet reached a stage that merit disclosure or are awaiting IPR protection. Considerable amount of IP generated at SVU results from student's work/thesis and intended for research publication. In view of this, it is important that NDA with third party(ies) should include clause that specifies time limit for assessment of IP created and filing of IP under an activity. At any time, several faculty members, students, supporting staff and project staff may be working on different aspects of the same research area. NDA or any other agreement of collaboration must protect research and development interests and activities of SVU by person(s) unrelated to the agreement and avoid any restrictive clause in this regard even for a limited period.

8.7 Copyrights owned by third parties

- a. Software: SVU expects that its faculty/students/project staff/ supporting staff/visitors to understand the obligations made to the Third party related to software and databases. It is possible that SVU faculty/students/staff/project staff/visitors are engaged in developing software or other IP using software, which are not in the public domain and are proprietary to certain suppliers. It is usual for SVU to procure such software for education and research purposes. Many such licenses may have restriction on IP creation and /or its commercial use. It is important that, if there are any restrictions in the software employed for such IP creation, the same are settled with the owner / supplier of the software, before initiating IP protection. Software of general use shall be procured with valid license.
- b. Other copyrighted material SVU and its faculty, students, supporting staff, project staff and visitors
 - will respect protection offered by Indian copyright law to all copyrighted material,
 - would use copyrighted materials for only personal use, teaching and research purposes as permitted by Indian law, and
 - would not use copyrighted material in their thesis, publications, reports and other professional documents without taking explicit prior permission of the copyright holder.

SECTION 9: PUBLICATION AND NON-DISCLOSURE

- 9.1. **Right of publication:** SVU encourages and supports the right of creators to decide if and when to publish their research results, provided that any scholarly work which may disclose any possible SVU IP shall first be cleared by IPPO after having an opportunity to protect such SVU IP.
- 9.2. **Non-disclosure for IP protection:** In conjunction with the right of publication, creators should be aware that premature public disclosure may result in loss of IP protection rights. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible and shall consult IPPO before making any public disclosure of potential SVU IP.
- 9.3. **Determination as to IP Protection**
- 9.3.1. **Evaluation and recommendation.** IPPO will analyze the information disclosed in the IP Disclosure within [7 days] of formal receipt. The analysis will include whether or not the subject matter is protectable as IP and determination of any rights of external parties, such as a funder or collaborator. After evaluation, IPPO will prepare a preliminary report with findings that enable SVU to decide if it will proceed with IP protection and commercialization. IPPO shall share the preliminary report with the creator(s) and seek their input.
- 9.3.2. **Decision to protect/commercialize:** SVU will decide, as soon as reasonably practicable, whether or not it wishes to protect and/or commercialize the IP. IPPO will use all reasonable efforts to notify the creator(s) of SVU the decision within [15 days] of formal receipt of the IP Disclosure. IPPO will also make a determination in relation to the validity of any claim made by a staff member, a visitor or a student that they are the true creator(s) of that IP and in relation to their rights under this Policy.
- 9.3.3. **SVU obligation to notify creators of its decision:** Within no more than [20 days] IPPO will notify the creator(s) of the decision of whether SVU will or will not pursue IP protection and commercialization of their IP Disclosure.
- 9.4. **SVU elects not to protect / post grant maintenance/ commercialize the IP**
- 9.4.1. **IP abandoned or not commercialized:** SVU reserves the right not to protect or commercialize IP that it owns if after consultation with the creators:

- a. there is no reasonable prospect of commercial success;
- b. it is not deemed to be in the best interest of SVU; or
- c. the post grant maintenance of any IP of SVU, will be decided by IPPO based on commercial potential of the IP or in the best interest of SVU
- d. it is not deemed to be in the public interest

9.4.2. **Written notification:** If the University is unable to or decides not to protect or commercialize the University IP, it should notify the relevant creator(s) of its decision in writing and in a timely manner.

9.4.3. **No prejudice to IP protection:** The creator(s) should receive the written notification in a timely manner that enables the relevant creator(s) to take any formal steps to ensure the protection of IP, should they so desire.

9.4.4. **Assignment:** If the creator elects to take assignment of the IP, SVU shall ensure that a deed of assignment is executed without delay.

9.4.5. **Terms and conditions:** If SVU assigns IPRs to the creator in terms of sub-section 9.4.4 the assignment may be subject to one or more of the following terms and conditions:

- a. that upon commercialization, SVU be compensated for any expenditure it may have incurred in connection with the protection and/or commercialization of such IP; and/or
- b. that SVU be granted a non-exclusive, royalty-free license to use the IP for research and teaching purposes

SECTION 10: INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMINITY

- i. As a matter of policy, the University shall, in any contract between the licensee/potential licensee, collaborating institutions, service provider and other educational institutes, seek indemnity from any legal proceedings arising from development and commercialization of University IP including, but not limited to, manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation.
- ii. The University shall retain the right to engage in or desist from or not in any litigation concerning infringement of any IP or the terms of any licenses or any other arrangements.

Conflict of interest

- i. Inventor(s) are required to disclose any conflict of interest or potential conflict of interest to the IPPO. In case of any conflict of interest with respect to any provisions in any agreement or any arrangement involving any of the inventor(s) of university with third party, the provisions of the IP policy shall prevail.
- ii. 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. Under such circumstances, the license or an assignment of rights for a patent to the potential licensee shall be subject to the approval of the IP Steering Committee.

Dispute resolution

In the event of any dispute, controversy, claim or disagreement of any kind whatsoever between the University and inventor(s) of the University, collaborating institutions or any service provider regarding the implementation of this IP policy, or in connection with or arising out of any agreement or the breach, termination or invalidity thereof between or among the parties thereto, or any person claiming under any of them, the parties concerned shall promptly meet and discuss the dispute in an effort to resolve it. If no resolution could be reached within 30 days following the date on which one of the parties first notifies in writing to the other(s) of its request that such a meeting is to be held, then, the dispute shall be resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the Rules there under, as amended from time to time. The arbitration shall be conducted

by a sole arbitrator, who shall be a person appointed by the Provost. The venue of such Arbitration shall be at Mumbai, India.

Jurisdiction

Any disputes arising from the terms and conditions of any IP-related agreements entered into by the University shall be subject to the jurisdiction of the Courts in Mumbai and shall be governed by the Laws of India.

SECTION II: POWERS TO AMEND IPR POLICY OF SVU

Powers to amend IPR policy

IP Steering Committee of SVU will have the full power to make changes to the IPR policy or amend or modify the present IPR policy in view of the changes made in government policies or other national and international developments including treaties and legal judgments. The amendments and/or modifications made in the present IPR policy shall be applicable to all faculty/students//project staff/supporting staff /visitors/Collaborators. The IP Steering Committee will be responsible to review the IP policy at regular intervals of 3 years, for any amendments or modification of the policy.

---END OF DOCUMENT---

Annexure I

IDF: Invention disclosure form Technology ideas & invention reporting & disclosure form

(Note: Submit copy by email <email address>; submit signed hard copy to IPPO)

IP01: A. General information

| | | | |
|--------------------------------|------------------------|-----------------|--|
| Invention disclosure number | (to be filled by IPPO) | Submission date | |
| Name of corresponding inventor | | | |
| Division | | | |
| Email address | | | |
| Phone number | | | |
| Title of invention/ technology | | | |

IP01: B. Descriptions of your invention (attach any additional descriptions and indicate below)

| | |
|---|--|
| PROBLEM/ NEED: What is the problem solved or outstanding need meet by the invention? | |
| SOLUTION: What is the solution provided by your invention? | |
| DISTINCTION: How is your solution different from other available solutions to the same problem? What is the key added advantage? | |
| (Optional) Any other comments/ additional description. Use this space to describe the invention if you think you do not have a clear picture the utility as yet or if are | |

| | |
|--|--|
| unable to describe the invention in terms of a problem/need & solution. | |
| (Optional) Please list any relevant literature (scholarly, patent, news) or provide as attachments | |

IP01: C. Attachments

| | |
|--|--|
| Please attach (if available) any draft manuscripts or reports that help us define and understand the invention. Please list file names here. | |
|--|--|

IP01: D. Obligations to third parties, urgency etc

| | |
|--|--|
| Is this disclosure related to any project(s) for which SVU has signed any agreements? If yes, please give project number(s) and sponsor(s). | |
| Please indicate if you or SVU is party to any agreement (eg, sponsored research agreement, material transfer agreement, confidentiality agreement etc) pertaining to the invention. (If you have a ready copy, kindly attach copy of project agreement.) | |
| Please indicate any specific urgent needs to file IP. Example – you have to present at a conference, send out a manuscript, | |

| | |
|--|--|
| talk to a commercialization partner etc. | |
| Please indicate if you have already disclosed the invention to somebody and wish to still explore IP protection options. | |
| The Budapest Treaty requires that for a patent to be granted for any invention relating to a micro-organism, the micro-organism should be deposited in an internationally recognized depository such as ATCC. Please confirm your willingness to do so and indicate date by when this can be done. | |

IP01: E. Specific requests

| | |
|---|--|
| Is this form being submitted to initiate patent filing process? If yes, where do you think the patent needs to be filed. | |
| Are you submitting this form to report a knowhow which you are unsure if it should be patented and therefore need advise? | |
| You are convinced that this knowhow should not or cannot be patented but you are reporting it so that | |



SVU can explore
exploitation options.

IP01 F. Signatures (on paper copy)

| | | | |
|--|--|----------------------|--|
| Signature of corresponding inventor | | IPPO Staff signature | |
| Name | | Name | |
| Place | | Place | |
| Date | | Date | |

Annexure 2

Patentability assessment report

B 1. General information

| | | | |
|-----------------------------|--|-----------------|--|
| Invention disclosure number | | Submission date | |
| Corresponding inventor | | | |
| Title | | | |

B2. Assessment

| Brief outline of invention (define invention clearly to facilitate arguments on novelty and non-obviousness) | | | | | | | | | | | | | | | | |
|---|--|--|--------|-------------------------------------|----|-----------------------|----|----------------|----|---------------|----|-------------------|----|--------|----|--------|
| Draft potential claims illustrating all independent claims | <table border="1"> <thead> <tr> <th>##</th> <th>Independent claim</th> </tr> </thead> <tbody> <tr><td>C1</td><td></td></tr> <tr><td>C2</td><td></td></tr> <tr><td>C3</td><td></td></tr> <tr><td>C4</td><td></td></tr> <tr><td>C5</td><td></td></tr> <tr><td>C6</td><td></td></tr> </tbody> </table> | | ## | Independent claim | C1 | | C2 | | C3 | | C4 | | C5 | | C6 | |
| ## | Independent claim | | | | | | | | | | | | | | | |
| C1 | | | | | | | | | | | | | | | | |
| C2 | | | | | | | | | | | | | | | | |
| C3 | | | | | | | | | | | | | | | | |
| C4 | | | | | | | | | | | | | | | | |
| C5 | | | | | | | | | | | | | | | | |
| C6 | | | | | | | | | | | | | | | | |
| Type of invention | <table border="1"> <thead> <tr> <th>Select</th> <th>Type of invention/ potential claims</th> </tr> </thead> <tbody> <tr><td></td><td>Composition of matter</td></tr> <tr><td></td><td>Product/device</td></tr> <tr><td></td><td>Method of use</td></tr> <tr><td></td><td>Process or method</td></tr> <tr><td></td><td>Design</td></tr> <tr><td></td><td>Others</td></tr> </tbody> </table> | | Select | Type of invention/ potential claims | | Composition of matter | | Product/device | | Method of use | | Process or method | | Design | | Others |
| Select | Type of invention/ potential claims | | | | | | | | | | | | | | | |
| | Composition of matter | | | | | | | | | | | | | | | |
| | Product/device | | | | | | | | | | | | | | | |
| | Method of use | | | | | | | | | | | | | | | |
| | Process or method | | | | | | | | | | | | | | | |
| | Design | | | | | | | | | | | | | | | |
| | Others | | | | | | | | | | | | | | | |
| Selected prior art (Please indicate closest prior art for non-obviousness criteria) | | | | | | | | | | | | | | | | |

| | |
|--|--|
| Any related publications/ patents by any of the inventors | |
| Novelty (point out what in the invention is novel while referring to the prior art) | |
| Non-obviousness (point out inventive step vis-à-vis the closest prior art) | |
| Utility | |
| Region specific comments | |

B3. Recommendations

| Is it patentable? | | | | | | | | | | | | | | | |
|--|--|----|-------------------------------|----|--|----|--|----|--|----|--|----|--|----|--|
| Comment for each draft claim | | | | | | | | | | | | | | | |
| What claims do we have a chance of getting approved? | <table> <tr> <th>##</th><th>Comments vis-à-vis each claim</th></tr> <tr> <td>C1</td><td></td></tr> <tr> <td>C2</td><td></td></tr> <tr> <td>C3</td><td></td></tr> <tr> <td>C4</td><td></td></tr> <tr> <td>C5</td><td></td></tr> <tr> <td>C6</td><td></td></tr> </table> | ## | Comments vis-à-vis each claim | C1 | | C2 | | C3 | | C4 | | C5 | | C6 | |
| ## | Comments vis-à-vis each claim | | | | | | | | | | | | | | |
| C1 | | | | | | | | | | | | | | | |
| C2 | | | | | | | | | | | | | | | |
| C3 | | | | | | | | | | | | | | | |
| C4 | | | | | | | | | | | | | | | |
| C5 | | | | | | | | | | | | | | | |
| C6 | | | | | | | | | | | | | | | |
| Comments on clubbing/separating | | | | | | | | | | | | | | | |
| Comments on whether to hold/expand/work on more examples | | | | | | | | | | | | | | | |
| Filing strategy – provisional? / complete? | | | | | | | | | | | | | | | |
| Other comments | | | | | | | | | | | | | | | |



SOMAIYA
VIDYAVIHAR UNIVERSITY



Signed

