



***Homi Bhabha National Institute***

*Intellectual Property Rights (IPR) Policy*

***Approved by DAE on 10-05-2024***

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## 1.0 Preamble

The *Homi Bhabha National Institute* (HBNI) was established in 2005 under section 3 of the University Grants Commission (UGC) Act, 1956. HBNI envisions its role as a centre of excellence to catalyze and nurture the building of human resource in Engineering, Physical, Chemical, Mathematical, Humanities, Life and Medical & Health Sciences across the entire value chain from basic inter disciplinary research to technology development and translation to diverse agencies including industry for commercialization and use in society. HBNI recognizes the need to provide a facilitating platform for its budding scientists to explore the world of entrepreneurship and start-ups for transforming their innovations into viable and sustainable enterprises.

The academic programs in HBNI leading to Master's and Ph.D. degrees are conducted in the four *R&D Institutes* (R&DIs) and seven *Grant in Aid Institutes* (GAIs) of the Department of Atomic Energy (DAE), and are listed below.

### R&D Institutes (R&DIs)

- a) *Bhabha Atomic Research Centre* (BARC), Mumbai
- b) *Indira Gandhi Centre for Atomic Research* (IGCAR), Kalpakkam
- c) *Raja Ramanna Centre for Advanced Technology* (RRCAT), Indore
- d) *Variable Energy Cyclotron Centre* (VECC), Kolkata

### Grant in Aid Institutions (GAIs)

- a) *Saha Institute of Nuclear Physics* (SINP), Kolkata
- b) *Institute for Plasma Research* (IPR), Gandhinagar
- c) *Institute of Physics* (IOP), Bhubaneswar
- d) *Harish-Chandra Research Institute* (HRI), Prayagraj (Allahabad)
- e) *Institute of Mathematical Sciences* (IMSc), Chennai
- f) *Tata Memorial Centre* (TMC), Mumbai
- g) *National Institute of Science Education and Research* (NISER), Bhubaneswar



Though R&DIs and GAIs, listed above, are the only two categories of DAE Units conducting the academic programmes of HBNI leading to Master's and Ph.D. degrees as on date, they are collectively referred to as *DAE Units* [see definition 3.0(i) and 3.0(s)] in this policy document for clarity and simplicity. Moreover, taking into consideration the possibility of the *Public Sector Units* (PSUs) and other *Constituent Units* (CUs) and *Grant in Aid Institutions* (GAIs) of DAE which are not included in the list above, to be part of the academic programmes in the near future, the term *DAE Unit* makes it more relevant. See *Organizational Structure of DAE* in page 22.

HBNI has been conducting academic and R&D programmes in collaboration with a large number of institutions in India. HBNI is also in the process of establishing collaborative projects with industry to facilitate productive and enriching academia-industry innovations.

HBNI has been accredited by *National Assessment and Accreditation Council* (NAAC) with a score of 3.4, as a category 'A+' University in March 2021, valid up to March 2026. HBNI received 15<sup>th</sup> rank in the research category, 17<sup>th</sup> Rank in the university category and was ranked at 30<sup>th</sup> in overall category, Ministry of Education (MOE's) *National Institutional Ranking Framework* (NIRF) India Rankings 2023.

### **2.0 Aims & Objectives**

HBNI is mindful of the fact that intellectual property rights (IPR) are integral to the innovation value chain. Ethics in research and respect for IPR of others are woven in all programmes of HBNI. An Institutional Intellectual Property Rights Policy (IPR Policy) would facilitate the creation of its Intellectual Property Assets based on innovations in HBNI and the institutes they are associated with. The IPR Policy would also ensure that all R&D Proposals and Programmes meet the rigors of IPR at all stages of the R&D Programmes, thereby minimizing the chances of “*reinventing the wheel*” and / or infringing IPR of others, while safeguarding one's innovations with the appropriate tools of IPR. The IPR Policy also aims at promoting a spirit of entrepreneurship among its students, faculty and researchers associated with HBNI.



HBNI recognizes the following:

- a) The DAE Units function as per the DAE policies with regard to IPR
- b) The GAIs may have their respective policies of governance with regard to IPR in-line with DAE IPR policy
- c) Funding for R&D may be obtained from governmental, non-governmental and inter-governmental agencies which may have their respective IPR Policies
- d) Funding for R&D may be obtained from Industry, Organizations and diverse International Agencies
- e) Any IP generated in any of the DAE units including HBNI is subject to the provisions under Section 20 (Inventions related to Atomic Energy) of the Atomic Energy Act, 1962.

HBNI has created its IPR Policy to seamlessly interface with the existing DAE IPR policy and with the IPR policies of the GAIs with nuances to ensure that the interests of all participating institutions and the researchers (faculty and students) are fairly and equitably protected.

The objective of this policy document is to lay down the policy to:

- a) foster, stimulate and encourage R&D in the widest sense in the areas of technology, sciences and humanities.
- b) promote a spirit of entrepreneurship among its students, faculty and researchers associated with the Institute.
- c) protect the legitimate interests of faculty/scholars/students of the Institute and the society and to avoid as far as possible conflict of opposing interests.
- d) lay down a transparent system for the ownership (control and assignment of intellectual properties) and sharing of the revenues generated by the intellectual properties owned, partly or wholly, by the Institute.



This document describes the guidelines to be followed by HBNI and its students, faculty, and collaborators with regard to generation of IP and includes;

- a) policy for the generation of IP
- b) procedures for Handling & Sharing of Costs for IP Protection
- c) commercialization of IP
- d) sharing of Benefits on Commercialization of IP

The definition of various terms used in this document are described in the section below.

### 3.0 Definitions

The meaning of terms used in this policy is as given below, unless the context otherwise requires.

- a) **Act** means the University Grants Commission Act, 1956 (3 of 1956).
- b) **Academic program** means the academic programs offered by HBNI
- c) **Co-applicant(s)** means a person who applies for a Joint Technology Transfer or patents with another applicant(s).
- d) **Collaborative R&D** means R&D which comprises of projects that are jointly conceived (by two or more parties), planned, and executed by the Institute, in collaboration and partnership with the sponsoring / funding agency / industry / collaborator, including inter-university collaborator(s).
- e) **Collaborators** refers to Individual or group of people including organization who jointly involved in conceiving a project(s), planning, and execution in collaboration and partnership with the sponsoring / funding agency / industry / collaborator, including inter-university collaborator(s).
- f) **Commercialization** refers to the various activities, processes, and steps undertaken by the Licensee, under the terms of a Technology Licensing Agreement (TLA) or any other similar agreement, to put the technology / invention / IP to commercial use, in terms of sale, internal use, lease, rent or assign to any other party, etc., that result in financial, commercial, economic, or any other material benefit to the Licensee and Licensor.



- g) **Commercialization in DAE** refers to an act or process of making available a technology/innovation for commercial purpose.
- h) **Consultancy services** means professional service such as expertise or strategic advice and specialized labor provided for a fee.
- i) **Constituent Units (CUs)** means Constituent Units under DAE.
- j) **Copyright** means the exclusive right granted by law for a limited period of time to an author (or creator) to copy, print, publish, distribute, adapt, display, and perform a creative work. It can include, architectural designs, models, drawings, graphs, software, creative artistic and literary works, musical works, teaching resource materials, research records, etc.
- k) **Corresponding TT Cell of the Unit** refers to Technology Transfer cell of DAE Units.
- l) **Creator** means any employee, faculty, scholars, students of the Institute, which includes employee on probation or on a temporary basis in the Institute and/or in projects and those who are research workers, research scholars or students, faculties who are responsible for the creation of an IP, using the facilities of the Institute.
- m) **Department of Atomic Energy or Department or DAE** refers to a department under the Government of India, founded in 1954, and located in Mumbai. DAE comprises of twelve Constituent Units (CUs) [six Research and Development Institutes (R&DIs), three Industry & Mineral (I&M) Units & three Service Organizations (SOs)]; five Public Sector Undertakings (PSUs), two extra mural funding agencies and eleven Grant in Aid Institutes (GAIs) or Autonomous Bodies (ABs)]. Homi Bhabha National Institute is one of the ABs or GAIs. Organizational Structure of DAE is given on page 22.
- n) **DAE-IPR Cell** means the cell constituted by Secretary, DAE, which is the nodal agency for handling all IP related matters (in India and abroad) for all the units under DAE.
- o) **DAE Unit** means any of the CUs or PSUs or GAIs as mentioned above.
- p) **Dissertations/Thesis** refers to a document embodying results of original research and especially substantiating a specific view especially one written by a candidate for an academic degree.



- q) **Former Students** means students already passed out from HBNI but are currently Indian Citizen.
- r) **Governmental agency** refers to a permanent or semi-permanent organization in the machinery of government.
- s) **Grant in Aid Institutes (GAIs)** means Grant-in-aid institutes are institutes which receive financial assistance from the Department of Atomic Energy (DAE), Government of India.
- t) **Institute** means the Homi Bhabha National Institute (HBNI) unless otherwise specially stated.
- u) **Institutional Intellectual Property Rights Policy (IPR Policy)** means legal policy document adopted to promote innovation and safe guard Intellectual Property Rights
- v) **Intellectual Property (IP)** means an intangible property or creation, created out of human intellect, having proprietary value and protected by law. This includes; patents, trademarks, copyrights, semiconductor and integrated circuit layout designs, industrial designs, geographical indications, plant varieties & farmer's rights and trade secrets.
- w) **Intellectual Property Rights (IPR)** refer to rights of ownership and monopoly, assigned by law to the designated owners of the IP as mentioned above.
- x) **Inter-governmental agency** refers to an entity created by treaty, involving two or more nations, to work in good faith, on issues of common interest.
- y) **Invention** means a unique or novel device, method, composition or process which may be an improvement over a machine, product, or process for increasing efficiency or lowering cost. It should be; *novel, not obvious* to others skilled in the same field and have *industrial application*.
- z) **Licensor & Licensee** Licensor is a person / company / entity with exclusive legal rights over an IP that gives, sells or otherwise surrenders to another person / company / entity (called a Licensee) with complete or limited right to use the IP. Licensee gets the license to use the IP in part or full from the Licensor.
- aa) **National Assessment and Accreditation Council (NAAC)** refers to The National Assessment and Accreditation Council is a government





organization in India that assesses and accredits Higher Education Institutions. It is an autonomous body funded by the University Grants Commission (UGC).

- bb) **National Institutional Ranking Framework (NIRF)** refers to Framework of ranking methodology adopted by the Ministry of Education, Government of India, to rank institutions of higher education in India. The framework was approved by the erstwhile Ministry of Human Resource Development and launched by the Minister on 29 September 2015.
- cc) **Non-DAE entity** refers to any unit/organization/entity other than DAE units.
- dd) **Non-employee students & researchers** means students and researchers who are not employed at any of the DAE units/organizations or any other Government organizations.
- ee) **Non-governmental agency** refers to a voluntary group of individuals or organizations, usually not affiliated with any government, that is formed to provide services or to advocate a public policy.
- ff) **Patent** means the exclusive right granted by law for a period of 20 years to an inventor (or creator) in exchange for a full and complete disclosure of an invention. The right excludes others from making, using, or selling the invention.
- gg) **Publications** refers to documents, posters, manuscripts, abstracts or the like, of a scientific or medical nature, which include any data, results of any clinical trial or any other information regarding or related to the Licensed Product.
- hh) **Public Sector Units (PSUs) refers** to Public Sector Undertaking or Public Sector Unit or Public Sector Enterprise (PSE), is an entity of the government of India, which can be an enterprise owned by the government, a company owned by the government, a statutory corporation, or a nationalized company.
- ii) **Research & Development (R&D)** refers to the research work carried out by the students / researchers / faculty at a DAE Unit or non-DAE Institute.
- jj) **R&D Proposals** refers to the set of innovative scientific activities undertaken by CIs, OCCs in developing new scientific knowledge,



products and services or to improve their existing offerings.

- kk) **Sponsor / Funding Agency / Industry** refers to the entity that funds the R&D work that is proposed to be carried out by the Institute. In addition, in the case of Collaborative R&D work carried out by the Institute and the Industry, the latter shall also make substantial inventive contributions, in tandem with the financial contributions made by it.
- ll) **Start-up** refers to a start-up company founded by a (non-employee) student of HBNI, as registered with DPIIT, Govt. of India and meeting the definition of a 'start-up' company as defined in the Gazette of India. Here the start-up may be an ex-HBNI student also, which is based on the IP generated by HBNI or its CIs.
- mm) **Technology transfer** means the process of conveying results stemming from scientific and technological research to the market place and to wider society, along with associated skills and procedures, and is as such an intrinsic part of the technological innovation process.
- nn) **Trademark** means the exclusive right granted by law for a limited period of time to an owner (individual, business organization, or any legal entity) to use a recognizable sign, symbol, design, or expression that identifies products or services from a particular source and distinguishes them from other competitors.
- oo) **TT&CD, BARC** refers to Technology Transfer and Collaboration Division at BARC.
- pp) **Unit Head means** Director/Head of the DAE Units
- qq) **Vice Chancellor** means Vice Chancellor of HBNI.

#### 4.0 Generation of IP & Its Ownership

Students enrolled in HBNI for Masters / Ph.D. programmes may either be employees of DAE or employees of non-DAE organizations or just students having no other affiliation. Employees of non-DAE organizations may also include employees from other govt. departments on deputation to DAE to pursue their higher studies. All the students of HBNI get associated with a DAE Unit to carry out their research work. The faculty of HBNI is invariably associated with a DAE Unit.



Research work pursued by the students/faculty of HBNI may lead to generation of IP in the following ways.

- a) The research work under an academic programme of the HBNI being pursued exclusively in a DAE unit.
- b) The research work under an academic programme of the HBNI being pursued in a DAE unit in collaboration with a non-DAE organization.
- c) The research work under an academic programme of the HBNI being pursued in a DAE unit under the collaborative guidance of a visiting faculty/institute/consultant from within India or abroad.
- d) HBNI may provide consultancy services to institutes / organizations / industry on problems which are of mutual interest to HBNI/ DAE.

All IPs generated by HBNI on the above basis will be treated as per the details given below.

### **4.1 Academic Programme/ Research work pursued in Association with a DAE Unit only**

#### **4.1.1 Basis of Generation of IP**

It is based on;

- (a) the research topic / project for the Masters / Ph.D. programme are mutually agreed between HBNI and the DAE Unit by an agreement for a joint IP on protection, assignment, licensing, technology transfer, benefit sharing, etc.;
- (b) the said research / project work shall be carried out in the DAE Unit;
- (c) the said research / project work is periodically monitored by HBNI and the DAE Unit; and
- (d) the Masters / Ph.D. degree is awarded by HBNI based on the work done in the DAE Unit.

#### **4.1.2 Ownership of IP**

All IPs generated shall be owned jointly in the name of the DAE Unit with which the students get associated and “*Homi Bhabha National Institute*”. If the DAE Unit is a CU the applicant’s name shall be “*Secretary*,



*Department of Atomic Energy*”, and in case of a PSU / GAI the applicant’s name shall be the name of the PSU / GAI.

Due credit to the creators of the IP shall be given and their names shall be listed as authors (for copyrights) and inventors (for patents) along with their affiliations with HBNI and the DAE Unit with whom they are associated.

### **4.2 Academic Programme/ Research work pursued in Collaboration with a non-DAE Institute**

The collaborative work shall be governed by an agreement between the DAE Unit, non-DAE Institute and HBNI with an IP clause discussing all IP related aspects. This agreement may also take into account the IP policies of the non-DAE organization and a mutually acceptable IP clause may be formulated. The DAE Unit shall refer the draft copy of the prospective agreement to be signed by the DAE Unit and the non-DAE Institute to HBNI, prior to its execution. HBNI shall within two weeks of receiving the draft provide its inputs to the draft agreement and ensure that the interests of HBNI, its student(s), researchers and faculty are well protected and that an agreement does not in any manner impact national security, secrecy, and other interests of the Government of India.

#### **4.2.1 Basis of Generation of IP**

It is based on;

- (a) the research topic shall be a collaborative R&D work between the DAE Unit by an agreement (where the student is associated with a HBNI faculty) and non-DAE Institute;
- (b) the said collaborative work shall be carried out in the DAE Unit / non-DAE Institute;
- (c) the said collaborative work shall be governed by an agreement between the DAE Unit and the non-DAE Institute;
- (d) the said collaborative work shall be periodically monitored by HBNI faculty, the DAE Unit and the non-DAE Institute; and



- (e) the Masters / Ph.D. degree shall be awarded by HBNI based on the collaborative work done in the DAE Unit with the non-DAE Institute.

### 4.2.2 **Ownership of IP**

All IPs generated shall be owned jointly in the name of the DAE Unit with which the students are associated with, “*Homi Bhabha National Institute*”, and the non-DAE Institute. If the DAE Unit is a CU the applicant’s name shall be “*Secretary, Department of Atomic Energy*”, and in case of PSU / GAI the applicant’s name shall be the name of the PSU / GAI. The non-DAE institute will decide the name(s) of the applicant from their side.

Due credit to the creators of the IP shall be given and their names shall be listed as authors (for copyrights) and inventors (for patents) along with their affiliations with HBNI, the DAE Unit and the non-DAE Institute which are part of the proposed IP.

### 4.3 **Academic Programme/ Research work pursued in Collaboration with a visiting Faculty or Professors or Consultants, from India or Abroad, associated with HBNI and / or other non-DAE Institutes or Organizations.**

The research work shall be governed by an agreement between the HBNI and non-DAE institute with an IP clause discussing all IP related aspects. This agreement may also take into account the IP policies of the non-DAE organization and a mutually acceptable IP clause may be formulated.

HBNI shall conduct rigorous due diligence of the terms and conditions in agreements in such projects especially with regard to the ownership of IPRs, benefit sharing arrangements of the earnings of the said IPRs and associated transactions to ensure that such agreements do not in any manner impact national security, secrecy, and other interests of the Government of India. Further, HBNI shall also ensure that such agreements are consistent with other policies of the Government of India.



It is based on;

- (a) to facilitate agreements between the visiting faculty, professors, or consultants and their like, in India or abroad, associated with HBNI and / or with other non-DAE institute on projects of mutual interests;
- (b) the said collaborative work shall be carried out in the DAE Unit or non-DAE institute;
- (c) the said collaborative work is periodically monitored by HBNI and the non-DAE Institute;
- (d) the Masters / Ph.D. degree shall be awarded by HBNI based on the collaborative work done in the DAE Unit or non-DAE institute;

#### 4.3.2 **Ownership of IP**

All IPs generated shall be owned jointly by the DAE Unit with which the students are associated with, “*Homi Bhabha National Institute*”, and the non-DAE Institute / visiting Faculty. If the DAE Unit is a CU the applicant’s name shall be “*Secretary, Department of Atomic Energy*”, and in case of PSU / GAI the applicant’s name shall be the name of the PSU / GAI. The name of the applicant for the non-DAE collaborators (Visiting faculty etc.) will be as per the agreement between DAE and the collaborator.

Due credit to the creators of the IP shall be given and their names shall be listed as authors (for copyrights) and inventors (for patents) along with their affiliations with HBNI and the non-DAE collaborator / institute with whom they are associated.

#### 4.4 **Consultancy Service provided by HBNI**

HBNI may also provide consultancy services to the industry, if required, through superannuated DAE scientists and engineers. The consultancy shall be governed by an agreement between the HBNI, the consultant and the Industry with an IP clause discussing all IP related aspects. This agreement may also take into account the IP policies of the industry and a mutually acceptable IP clause may be formulated.



## 4.4.1 **Basis of Generation of IP**

It is based on;

- (a) the industry approaches HBNI with their problem for a solution;
- (b) the said collaborative work / research programme may be carried out either in a DAE unit or with the industry requiring consultancy;
- (c) the said collaborative work shall be periodically monitored by HBNI consultants; and
- (d) the said work shall be governed by an agreement between the DAE unit, HBNI, the consultant and the Industry with an IP clause.

## 4.4.2 **Ownership of IP**

All IPs generated shall be owned jointly in the name of “*Homi Bhabha National Institute*”, the consultant and the Industry. However, if the work related to this is carried out at a DAE Unit, the IP shall be jointly owned by HBNI, the consultant, the DAE Unit and the Industry.

Due credit to the creators of the IP shall be given and their names shall be listed as authors (for copyrights) and inventors (for patents) along with their affiliations with HBNI, DAE unit or the industry.

## 4.5 **Start-up founded by HBNI student**

Considering the Government of India’s emphasis on start-ups ([www.startupindia.gov.in](http://www.startupindia.gov.in)) and several initiatives to support the start-up eco-system in India, HBNI is equally supportive of such initiatives by its students. In case of students of HBNI (who are not the employees of DAE), the research work done by them during their course may lead to generation and commercialization of new Intellectual Property, which has potential to set up a new start-up company. It would be HBNI’s priority to encourage and support the students, who are involved in the IP, for such initiatives. Any HBNI student (non-employee) can request to commercialize an IP of any HBNI CIs (i.e. DAE units – both GAI and R&D units as defined earlier in this document)

### 4.5.1 **Basis of Generation of IP**

It is based on;

- (a) the students work during the tenure at HBNI; OR



- (b) the faculty of HBNI has contributed to generation of IP
- (c) May be generated through any of the conditions mentioned above in clause 4 and its sub-clauses;
- (d) Any new IP generated by the start-up based on the background IP already held by DAE Unit/HBNI and/or derived with the intellectual inputs from the DAE Unit / HBNI faculty as the case may be.

### 4.5.2 **Ownership of IP**

In case when the start-up company plans to utilize the IP of HBNI (or HBNI CI), whether generated by the student founding the startup or by any faculty (other than his/her guide), the ownership of the background IP (i.e. the IP already existing with HBNI CI or HBNI) shall be retained with the respective DAE units / HBNI as the case may be. In such cases, the student shall be free to commercialize the knowhow with prior written approval from the concerned DAE Unit and HBNI. Any decision on applicable royalty shall be decided through an agreement between the Start-up Company, the associated DAE Unit and HBNI. In case where such students are being incubated for start-ups, the terms of agreements shall be as covered under the incubation agreement with the DAE incubation centres established by the CIs of HBNI.

In case where the start-up generates new IP based on the inputs from the HBNI faculty or from the CI, the start-up may have a joint intellectual property between the start-up, the associated DAE Unit and HBNI. The terms of commercialization including royalties or any technology transfer fee shall be separately agreed upon as applicable.

## **5.0 Handling & Sharing of Costs for IP Protection**

### 5.1 **Handling of IPs generated**

DAE-IPR Cell is the nodal agency for handling IPs originating from all the DAE Units including HBNI. IPs shall be handled by one of the DAE's empaneled IP firm / attorney.

Generally, DAE will handle all the IPs generated unless otherwise agreed upon.





## 5.2 **Sharing of Costs for IP Protection**

Costs involved for protecting IPs generated shall be shared equally by all the joint applicants. For all IPs involving only DAE Units (including HBNI) as applicants, the cost shall be fully borne by DAE. In case of start-ups incubated at DAE incubation centres having a joint IP with HBNI or its CIs, the cost sharing model shall be as per the incubation agreement terms with the DAE incubation centres.

The list of countries where a research work needs to be protected shall be mutually decided and agreed upon by all the parties involved.

The costs shall include; all the official government fees and attorneys professional fees for filing IP applications, examination through grant and annual maintenance fees (wherever applicable after grant of the IP). It also includes; pre and post grant opposition, if any.

For IPs handled by DAE, DAE shall first make all the necessary payments to their empaneled IP firm while the non-DAE co-applicant shall reimburse their share of expenditure on receiving the debit notes or invoice raised / claimed by DAE.

For IPs handled by the co-applicant, the co-applicant shall first make all the necessary payments to their IP firm while DAE shall reimburse their share of expenditure on receiving the debit notes or invoice raised / claimed by the co-applicant.

## 6.0 **Commercialization of IP**

### 6.1 **IPs owned exclusively & jointly by DAE Units, including HBNI**

Commercialization / licensing / technology transfer of IPs owned exclusively & jointly between any of the DAE Units (including HBNI) shall be the responsibility of the entity responsible for technology transfer / commercialization in DAE / TT&CD, BARC, in co-ordination with the respective DAE Unit owning it.



## 6.2 **IPs jointly held with non-DAE Institutes or Industry**

Commercialization of IPs owned jointly with non-DAE Institutes / Industry shall be based on the IP clause of the respective agreement between the parties involved. This includes start-up companies founded by HBNI students (or ex-HBNI students).

## 6.3 **Commercialization through start-ups**

All start-up companies founded by HBNI students (or ex-HBNI students; as in definition 3.q) shall be encouraged for commercial exploitation of IP available with DAE. All such start-ups shall be incubated at DAE incubation centres (i.e. HBNI CIs) and shall avail a waiver of the incubation fee payment as a step towards encouraging start-up eco-system. Any technology transfer fees (if applicable) may be applicable when the start-up is mature to exit from the incubation centre. All these terms may be finally included in the incubation agreement with the respective incubation centres of DAE.

## 7.0 **Sharing of Benefits on Commercialization of IP**

### 7.1 **IPs owned partly or wholly by DAE Units, including HBNI**

Sharing of benefits on commercialization of IPs owned partly or wholly between any of the DAE Units (including HBNI) shall be on a mutual basis and will accrue with DAE (for CUs) or with the respective PSUs or GAIs of DAE.

Students / researchers / faculty who are employees of CUs of DAE are not entitled for sharing of benefits. However, PSUs or GAIs of DAE shall share the benefits with the students / researchers / faculty who are employees of PSUs or GAIs as per the approved policies of the PSUs or GAIs.

HBNI will share 70% of its effective earning from commercialization of IPR with non-employee students who are the creators of the said IPR.

However, sharing of benefits with HBNI may be as per the agreement as mutually agreed (as stated in 4.1, 4.2, 4.3 and 4.4 above) from



commercialization of the IPs and may be transferred to, and administered by the *HBNI Research & Innovation Development Fund*. The HBNI Research & Innovation Development Fund established by HBNI shall be utilized for the academic upgradation and growth of faculties and students including financial support for conference participation, stipend to students etc.

### 7.2 **IPs jointly held with non-DAE Institutes or Industry**

Sharing of benefits on commercialization of IPs owned jointly with non-DAE Institutes / Industry shall be based on the IP clause of the respective agreement between the parties involved.

## **8.0 Publications, Dissertations and Thesis**

Work by non-employee students, researchers, and their like, shall declare & assign their respective creations in favour of HBNI. Copyright to the PhD Thesis and Masters' Dissertations shall be with the author of the respective creative works. However, the said authors shall give a cost-free irrevocable license to HBNI for the use of the thesis / dissertations for any and all R&D and academic purposes of HBNI. Further, if the authors of such Thesis / Dissertation plan to publish their respective thesis / dissertations through any publisher, the agreements between the potential publisher and the authors shall be cleared by the associated DAE Unit/ HBNI. All agreements between the non-employee students & researchers the Journal / any media Publishers shall also be cleared by the associated DAE Unit / HBNI to ensure that the interests of the associated DAE Unit and HBNI remain protected.

## **9.0. Infringement of an IP**

Handling cases related to infringement / legal proceedings arising out of commercialization of IP / licensing / technology transfer shall be the responsibility of the entity responsible for technology transfer / commercialization in DAE / TT&CD, BARC, in co-ordination with the respective DAE Unit owning it. However, DAE IPR Cell will handle all legal matters till the patent is granted, including pre and post grant opposition.



## **10.0 Renewals, Termination & Withdrawal of an IP**

### **10.1 Renewal of an IP**

Costs involved for renewal of IPs generated shall be shared equally by all the joint applicants. For all IPs involving only DAE Units (including HBNI) as applicants, the request for renewal will be communicated to the DAE IPR Cell through their Unit Head / corresponding TT Cell of the Unit. This mechanism will be followed for non-DAE entities also. All such communications should be communicated atleast 3 weeks in advance before the deadline.

### **10.2 Termination or Withdrawal of an IP**

Terminating or withdrawing or exiting (abandoning an IP from further renewal) an IP owned jointly with a non-DAE entity (for any reason, including lack or demand for commercialization) shall be on a mutual basis and will be communicated to the DAE-IPR Cell by the participating DAE Unit. For all IPs involving only DAE Units (including HBNI) as applicants, the decision to terminate or withdraw or exit an IP shall be communicated by the TT Cell of the DAE Unit / Unit Head to DAE IPR Cell.

However, if it is not mutually agreeable for all the owners to terminate or withdraw or exit the joint IP, then the co-applicant(s) who do not wish to continue further with the IP may assign their IP rights in favour of the other co-applicant(s) and exit. The cost involved in this process shall be fully borne by the co-applicant(s) who wishes to continue. Accordingly, the handling, cost sharing for IP protection, commercialization and benefit sharing shall change from the date the co-applicant wishes to exit the IP. Any such decision to terminate or withdraw or exit the joint IP shall be communicated to the DAE-IPR Cell by the participating DAE Unit.

## **11.0 Dispute Resolution**

Disputes, if any, between HBNI and the inventors/creators concerning the implementation of the IP policy, the aggrieved party may appeal to the Vice Chancellor, HBNI. The Vice Chancellor may form a committee of experts to



address the concerns of the aggrieved party if required. However, the verdict of the Vice Chancellor will be final and binding upon the parties.

### **12.0 Jurisdiction**

All agreements to be signed by HBNI shall have the jurisdiction of the High Court in Mumbai and shall be governed by the appropriate laws of India.

