

INTELLECTUAL PROPERTY MANAGEMENT POLICY OF NIFT

1. INTRODUCTION

The National Institute of Fashion Technology, besides being a premier Institute of the country and the only one of its kind, is also a hub of creative activity. These creative pursuits comprise the Intellectual Knowledge or Intellectual Capital of the Institute. This Intellectual Knowledge, if given proper direction and timely protection can become assets to the Institute. It is in the interest of the Institute to harness and pool these assets and benefit from them.

Intellectual Property Rights are legal tools through which one can protect one's creations (For preliminary definition and representative, non-limiting examples of various IPRs, please refer to Annexure A). A framework of guidelines and procedures are however required to streamline and harmonize procedures to invoke these rights. All creators must be aware of their rights and obligations. For this purpose NIFT is presenting an Intellectual Property Rights (IPR) Policy. A framework of existing IPR Policy has been published in the Academic Manual of NIFT. The present policy updates it and aims to give complete policy directions and guidelines to encourage the NIFT fraternity to think in terms of respecting, protecting, leveraging and commercializing their creations.

This policy also addresses issues for creators pertaining to situations if he/she thinks that he/she has produced something new or novel. It could be a literary, artistic, industrial or scientific piece of work. If it significantly enhances the value of the creator's work by protecting it legally or if it can be treated as an asset to the creator or the Institute, it will be called a "Creation" (a detailed, non-limiting list is given Para 3 below). This policy also aims to clarify ownership issues between creator, the Institute and third party, if any.

2. SCOPE OF THE POLICY

This policy applies to all branches and Centers of the National Institute of Fashion Technology, both within India and outside India.

This policy applies to all NIFT personnel. The term "NIFT personnel" includes, but is not limited to all employees, staff, faculty, students (regular or part-time), student organizations and any other organization affiliated to or formerly affiliated to NIFT.

Employees/staff/faculty include but is not limited to all full time, part time, contractual, non-contractual, ad hoc, seconded and any other employee in any other category or in any other way engaged by NIFT.

This policy also applies to all third parties undertaking any joint project with NIFT, subject to specific IPR clauses in their MOU or Agreement. Any conflict or dispute would be reviewed under this IPR Policy.

3. WHAT ARE CREATIONS

Creations are works, as defined in para 1, created during the association of an NIFT personnel (as listed in para 2) with NIFT. A list of what is considered to be Creations has been compiled. The following is a non-exhaustive, non-limiting list of works considered to be Creations:

- 3.1 Designs
- 3.2 Inventions – both products and processes
- 3.3 Trademarks (please refer to Trademark Management Policy of NIFT)
- 3.4 Copyrightable works
- 3.5 Reports to sponsors and other works created specifically in the course of project completion for sponsors
- 3.6 Databases, computer hardware, software and related materials
- 3.7 Field and laboratory notebooks
- 3.8 Multimedia works or any other works created using NIFT's facilities
- 3.9 Works commissioned by NIFT
- 3.10 Know-how and information associated with material in this section

Anybody having any other type of work not mentioned here is required to immediately contact the DG, NIFT or any authority delegated by DG NIFT.

4. OWNERSHIP

Ownership in Creations will rest with NIFT, with certain exceptions as detailed below. For Creations owned by NIFT the creator/s will be entitled to a share of financial benefits, if any, accruing from the IP, as given in section 7.4.

4.1 Inventions, Designs and other creative works

4.1.1. GENERAL

Any creation, design and invention(s) including any product or a process created by any NIFT personnel not connected with the purpose for which one is employed at NIFT, may be owned by the creator(s)/inventor(s).

4.1.2. FOR PROJECTS FUNDED BY A THIRD PARTY

For creations, designs or inventions including any product or a process created in the course of collaborative or sponsored activity the ownership will depend on the specific MOU or contract signed by the creator with the sponsoring authority. The creator(s) need to add the Intellectual Property Rights clauses while signing the contract. The clauses can cover the following points:

- i) Ownership of the IPs in the resulting products/processes
- ii) Sharing of revenues between the creator, sponsor and NIFT (Please see section 7.4 for guidance) in the event of its commercialization
- iii) Ownership of IPs of unused designs/inventions
- iv) Ownership of IPs on designs/inventions not being commercialized. It is advisable to add a clause stating that the IPs to be reverted to NIFT/creator on not being commercialized.

4.1.3. FOR CLASS ROOM PROJECTS OF STUDENTS SPONSORED BY THIRD PARTIES

For class room projects of students sponsored by third parties the IPRs will rest with the third party. Student will have the right to show such work in his/her portfolio. NIFT will have the right to place this work in the Resource Center or on any medium (electronic or otherwise) purely for the purpose of academic advancement. NIFT will also have the right to show such work on its website. If any IPR protection is sought by the third party on the work, a period of time, as required under the law for which time the work cannot be disclosed, will be provided after which the work will be allowed to be shown by NIFT and the student. Proper citation will be given to such work, with the applicant's name, application number, date of filing etc. mentioned in it. For presentation of such work for evaluation by a Jury, all Jury members will be required to sign a Non-Disclosure Agreement to maintain the secrecy of the work.

4.1.4. FOR GRADUATING/DIPLOMA/INTERNSHIP/DOCTORAL/POST-DOCTORAL, BUT NOT LIMITED TO, PROJECTS OF STUDENTS, THERE ARE TWO POSSIBLE SCENARIOS:

i) Fully supported by a sponsor

For projects that are fully supported by a sponsor, all IPRs on the designs/creations to rest with the mentor, the student and the sponsor. NIFT will have the right to place such work in the Resource Center or on any medium (electronic or otherwise) purely for the purpose of academic advancement. NIFT will also have the right to show such work on its website. If any IPR protection is sought by the creator on the work, a period of time, as required under the law, will be provided after which the work will be allowed to be shown by NIFT and the student. Proper citation will be given to such work, with the applicant's name, application number, date of filing etc. mentioned in it. For presentation of such work for evaluation by a Jury, all Jury members will be required to sign a Non-Disclosure Agreement to maintain the secrecy of the work as given in Annexure D. Presentation of such work in a public forum by the mentor or the student not to be made without the permission of the concerned industry and NIFT.

ii) Partially supported or self supported

For projects that are partially supported by a sponsor, or self supported by the student, all IPRs on the designs/creations to lie jointly with the sponsor, student, the mentor and NIFT. Student will have the right to show such work in his/her portfolio. NIFT will have the right to put this work in the Resource Center or on any medium (electronic or otherwise) purely for the purpose of academic advancement. NIFT will also have the right to show such work on its website. If any IPR protection is sought by the third party on the work, a period of time, as required under the law, will be provided after which the work will be allowed to be shown by NIFT and the student. Proper citation will be given to such work, with the applicant's name, application number, date of filing etc. mentioned in it. For presentation of such work for evaluation by a Jury, all Jury members will be required to sign a Confidentiality Agreement to maintain the secrecy of the work.

4.1.5. FOR CLUSTER PROJECTS, THAT ARE UNIQUE TO NIFT, TWO POSSIBILITIES EXIST:

- i) For traditional art and craft, the rights, if obtained, to rest with the original producer
- ii) For an innovative product evolving out of the traditional crafts, rights to rest with the innovator, and mentor and revenues accrued from its commercialization to be

divided among the innovator, mentor, the original producer, NIFT and the sponsor, if any, according to section 7.4.

4.1.6. FOR JOINT RESEARCH

- i) For an academic publication of NIFT personnel under a joint research project with a third party the copyright in such a publication to be shared jointly between the NIFT personnel and the third party. The third party includes, but is not limited to co-guide of a student pursuing doctorate degree at NIFT. Proper attribution to be given in any such publication to NIFT and the organization to which the third party belongs.
- ii) For a patent of a product or a process or a design being filed out of the research work carried out at NIFT under a joint research project, the rights belong to NIFT. The inventors' names to be clearly mentioned as of the NIFT personnel and the third party. In case of commercialization of such a product, the revenue sharing will be subject to section 7.4. The IPR sharing between the third party and the third party's organization depends on their agreement with each other.

4.2 Copyrightable Works

4.2.1. TEACHING MATERIALS

NIFT will own copyright in the teaching material created by its employees.

Teaching material includes:

- i) lecture notes and other preparatory materials
- ii) multimedia aids designed for teaching of the students
- iii) resource material generated and handed out to students for information
- iv) Any other material designed for teaching students including models and apparatus for experimental demonstration, assessment sheets, and examination questions.
- v) The creator however will have right to use the material in his/her professional capacity.

4.2.2. The creator is free to use such material outside NIFT if it does not conflict with his/her terms of employment and with due permission from the DG, NIFT or any authority delegated by DG NIFT.

4.2.3. No such material will however be used with NIFT's name, logo or any other brand without the permission of the DG, NIFT or any authority delegated by

him. The terms of use of NIFT's brands will be directed by the Trade Marks Management Policy of NIFT.

4.2.4. NIFT will retain copyright in any compilation of work produced as a part of creator's employment at NIFT. Such works include, but are not limited to, those mentioned in clause 4.2.1. Such work could be in the form of a book or any other publication in any other medium (websites etc.). The author/creator will be bound by the publication agreement between NIFT and the publisher.

4.2.5. The author will retain the following rights in such works:

- i) Teaching: The author shall retain the right to use, reproduce, distribute, perform and display the contents of the work in author's own teaching, conference presentations and lectures.
- ii) Research: The author shall retain full right in it to make use of the content of the work in future research. The author shall also retain the right to use portions of his/her own work in any academic publications. This will be accompanied by proper citation to the original publication.
- iii) NIFT's Website: The author may put portions of the content of the work on NIFT's Website if permitted by the Competent Authority. Proper citation will be given to the publication
- iv) Personal Website: The author may have the right to put portions of the work on author's personal website. Proper citation will be given to publication.
- v) Moral Rights: The author shall have the right to be acknowledged as the creator/author of the work in the original publication and in subsequent republications. The author will have the first right to refuse to carry out a revision of the existing work which will be given in writing to the publisher. The author will also have the right to refuse attribution if the work is revised in a manner unacceptable to the author.
- vi) Revenue: The author shall have the right to share revenue with NIFT, as elucidated in section 7.4, earned out of any income generated as a consequence of commercialization of the work.

4.3. Other Works

Unless specifically commissioned (a person specially employed or requested by NIFT to produce such work, may or may not be on special payment) by NIFT, NIFT will not claim ownership rights in the following cases:

- i) Artistic works
- ii) Articles written for publication
- iii) Plays
- iv) Papers published in Journals
- v) Papers to be presented at conferences
- vi) Posters for presentation at conferences
- vii) Oral presentations at conferences
- viii) Theses and dissertations
- ix) Abstracts
- x) Lyrics
- xi) Musical scores
- xii) Books: As the traditional exception, NIFT shall not claim ownership of copyright on books and publications authored by NIFT personnel provided that the work has been undertaken with due permission under the relevant rules.

5. OBLIGATIONS

5.1 Employees

5.1.1 NIFT will automatically possess rights in any intellectual property created by its employees:

- i) In the course of their duties at NIFT
- ii) In the course of duties falling outside their normal duties but specifically assigned to them.

5.1.2 The employees however will be entitled to a share of revenues in the event of intellectual property generating revenues.

5.1.3 In the event that an employee moves to another Institute/Organization (in India or abroad), then:

i) INVENTIONS, DESIGNS AND OTHER CREATIVE WORKS

NIFT will license any intellectual property created by the employee, only for research and development purposes, to the new Institute. The purpose is to allow the employee to further develop the work without fear of infringing upon the intellectual property she or he originally created. NIFT will however retain all rights to commercialize or otherwise license the IPRs. The new Institute will have the rights to further improvise on such works.

ii) COPYRIGHT

In case of copyright being held by NIFT, the author shall retain the moral right to be called the creator of the work. The economic rights however shall remain with NIFT with no economic benefits accruing to the leaver after cessation of his/her association with NIFT.

5.1.4 In the event of an employee joining NIFT has been engaged in a work that constitutes a Creation, with his or her previous employment, then NIFT may negotiate with the previous organization about the sharing of IPRs in such works.

5.2 Students

5.2.1 All students shall abide by the Institute's IP Policy. A copy will be given to them on request by the Head of the concerned Department. Student's Rule Book to clearly indicate that all their Creations will be ruled by Intellectual Property Policy of NIFT.

5.2.2 All students shall agree that:

- i) This policy will apply to all Creations
- ii) They will assign to the Institute all intellectual property created by them if it is created jointly with:
 - a. an Institute employee and para 3 applies
 - b. a postgraduate research student and clause 5.2.2(iv) applies
 - c. any person covered by the definition of 'NIFT personnel' in para 2
- iii) They will assign the intellectual property to the Institute if it is created with the use of NIFT facilities.
- iv) They will assign the intellectual property to the Institute if it is created as part of the research carried out by a doctoral/ post graduate student registered on a research based course.

5.2.3 When a student assigns intellectual property rights in Creations created under section 5.2.2 (iii) above to the Institute, the Institute will manage the commercialization of the IPR, if it so deems fit. The student will then be entitled for revenue sharing on the basis of details given in section 7.4. If section 5.2.2 (iii) above does not apply, then the intellectual property rights in Creations belong to the student.

5.2.4 If section 5.2.2 (iii) above does not apply and the student assigns it to the Institute, then depending on a case to case basis, the student may be allowed to manage the commercialization of the IPRs. The student will then be entitled for revenue sharing on the basis of details given in section 7.4.

6. TRADEMARKS

NIFT holds all rights in its name and marks and all other brands. Any use of such marks by an Internal User or a third party will be governed by guidelines given in Trademark Management Policy of NIFT.

7. COMMERCIALIZATION OF INTELLECTUAL PROPERTY

For such work that has the potential to be commercially exploited, NIFT offers an opportunity to protect the work and leverage its commercial potential for Creators. Annexure A contains definitions of various IPRs.

7.1 What to do if one has a “Creation”

If one has a creation that can generate revenue, it is advised following guidelines be followed:

- 7.1.1. Proper records to be kept and proper documentation be maintained of such work
- 7.1.2. Such design/invention to be kept confidential as otherwise it may lose novelty.
- 7.1.3. The disclosure also entails signing a ‘Confidentiality Agreement’ (Annexure B) with NIFT. The forms can be obtained from the Heads of various Departments/Directors, as designated by the DG, NIFT or from NIFT’s website.
- 7.1.4. The disclosure of IP to NIFT to be done on ‘Information Disclosure Form’ (Annexure C) which will be available with the Heads of various

Departments/Center Directors, as designated by the DG, NIFT or from NIFT's website. The form duly filled up, to be submitted to the Delegated Authority.

- 7.1.5. For showing work to a jury for appraisal, the jury members – both internal and external- to sign a Non-Disclosure Agreement (NDA) (Annexure D)
- 7.1.6. For submitting a Creation for appraisal to a Review Committee, the members of such committee to sign a Non-Disclosure Agreement (NDA) (Annexure D)
- 7.1.7. If a Creation needs to be shown to a third party (for prospective commercialization or a valuable input), an NDA (Annexure D) to be signed first. The form can be obtained from the Delegated Authority or from NIFT's website.
- 7.1.8. No license or any rights to be given or agreement to any kind of exploitation to be done with any third party without the prior approval of DG, NIFT.
- 7.1.9. NIFT fraternity is expected to:
 - i) cooperate fully with the Institute in applying for design, patent or other applications.
 - ii) provide any information required to ascertain and demonstrate fully any information required to ascertain ownership of intellectual property rights.
 - iii) assist the Institute to commercialize the IPRs and to identify potential licensees.
 - iv) advise the Institute on further development of the work.

7.2 Assessment of Creations for protection

7.2.1 Works shall be assessed by an Assessment Committee consisting of the following 5 members:

- i) Dean (A) –Chairperson
- ii) CP from the relevant department
- iii) IP evaluator
- iv) Relevant technical expert
- v) Representative of finance department

The Assessment Committee would be required to fill the Non Disclosure Agreement. If any of the above committee members is the Creator, then he/she shall not be a part of the Assessment Committee.

7.2.2 NIFT will provide all necessary assistance and help including services of a competent Legal Counsel required to file applications to protect Creations.

- i) Prior art search for patents

- ii) Drafting of patent/design application(s) or other applications
- iii) Filing of application forms at the suitable Patent Office
- iv) Prosecution of applications
- v) Renewal of registered IPRs
- vi) In case of filing of patent abroad, the decision would rest with NIFT. In case of non-interest of NIFT, NIFT may transfer the rights to creator(s) for those countries.

7.2.3 If NIFT is not interested in protecting a Creation, it may transfer the rights to the Creator who then has the freedom to file for rights in his/her own name.

7.3 Assignment of Creations

The Creator shall be assigning the Creations to NIFT as defined by this Policy. A suitable Deed of Assignment shall be affected between the Creator and NIFT.

7.4 Sharing of Revenue

7.4.1 NIFT will share revenues accruing out of commercialization of any intellectual property generated by NIFT personnel. It could either be lump sum or royalty paid over a period of time.

7.4.2 For the filing of any IPR application 50% of the cost of filing such applications to be borne by the Creator.

7.4.3 The revenue is calculated after deduction of all costs (costs includes processing, filing fees, Legal Counsel fee, Prosecution fee, taxes, etc. renewal fees or any other costs) incurred by the Institute in developing, protecting, exploiting and marketing the intellectual property.

Table 1 Revenue sharing between NIFT and NIFT personnel

S. No.	Revenue	Percentage for creator(s) and mentor(s); to be divided proportionately if more than one	Percentage for NIFT	Percentage for the Department of Creator(s)	Percentage for further development of work
1.	Upto Rs. 10 lacs	100%	NIL	NIL	NIL
2.	Additional Rs. 10 lacs	60%	25%	10%	5%
3.	Beyond Rs. 20 lacs	40%	25%	20%	15%

For the first Rs. 10 lacs of revenue generation, NIFT will pay 100% to the creators/inventors, after deducting an amount necessary to cover for the creators' tax and any other obligations, if any.

In case a third party is involved, revenues will be shared according to following scheme:*

Table 2 Revenue sharing between NIFT, NIFT personnel and third party

S. No.	Revenue	Percentage for creator(s)-mentor(s) + third party	Percentage for NIFT	Percentage for the Department of Creator(s)	Percentage for further development of work
1.	Upto Rs. 20 lacs	100% (to be shared on a 50:50 basis)	NIL	NIL	NIL
2.	Additional Rs. 20 lacs	60% (to be shared on a 50:50 basis)	25%	10%	5%
3.	Beyond Rs. 40 lacs	40% (to be shared on a 50:50 basis)	25%	20%	15%

* This can vary according to the terms and conditions of contract between NIFT and the third party

For cluster projects (without a sponsor), if NIFT is filing for protection:

Table 3 Revenue sharing during cluster projects without sponsor

S. No.	Revenue	Percentage for Creator-Mentor + Producer group	Percentage for NIFT	Percentage for the Department of Creator(s)	Percentage for further development of work
1.	Upto Rs. 20 lacs	100% (to be shared on a 50:50 basis)	NIL	NIL	NIL
2.	Additional Rs. 20 lacs	60% (to be shared on a 50:50 basis)	25%	10%	5%
3.	Beyond Rs. 40 lacs	40% (to be shared on a 50:50 basis)	25%	20%	15%

For cluster projects (with a sponsor) if NIFT is filing for protection:

Table 4 Revenue sharing during cluster projects with sponsor

S. No.	Revenue	Percentage for Creator + Producer group	Percentage for sponsor	Percentage for NIFT	Percentage for the Department of Creator
1.	Upto Rs. 20 lacs	100% (to be shared on a 50:50 basis)	NIL	NIL	NIL
2.	Additional Rs. 20 lacs	60% (to be shared on a 50:50 basis)	25%	10%	5%
3.	Beyond Rs. 40 lacs	40% (to be shared on a 50:50 basis)	25%	20%	15%

8. INTERPRETATION

In case of any conflict in interpretation of policy, the decision of DG NIFT shall be final.

9. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

As a matter of policy, NIFT shall, in any contract between a third party and NIFT, seek indemnity from any legal proceedings including, without limitation, manufacturing defects, production problems, design guarantee, up gradation and debugging obligation, etc.

NIFT shall also ensure that NIFT personnel have an indemnity clause built-into the agreements with a third party while transferring technology, designs or copyrighted material to the third party.

NIFT shall retain the right to engage or not in any litigation concerning IP infringements.

10. CONFLICT OF INTEREST

The creator is required to disclose any conflict of interest or potential conflict of interest. If the creator and/or creator's immediate family has a stake in a licensee or potential licensee company then it is required that such stake be disclosed immediately.

Any transfer of rights or renting of rights of any NIFT IPR to a company in which the creator has a stake shall be subject to the approval of the DG-NIFT taking into consideration this fact.

11. DISPUTE RESOLUTION

In case of any disputes between NIFT and the creators / inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the DG-NIFT. Efforts shall be made to address the concerns of the aggrieved party; decision of DG-NIFT in this regard however, would be final and binding.

12. JURISDICTION

As a policy, all agreements to be signed by NIFT will have the jurisdiction of the courts in Delhi and shall be governed by appropriate laws in India.

13. POWER TO RELAX

No part or provisions contained in this policy shall be relaxed, except with the explicit recommendation of DG NIFT and subsequent approval of the Board of Governors, NIFT.

Glossary

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

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

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

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

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

“Creators” are persons who have produced any original work

“Design*” means only the features of shape, configuration, pattern, or segment or composition of the lines or colours applied to any article whether in two dimensional or three dimensional or both forms, any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and judged solely by the eye, but does not include any mode or principle of construction or anything which in substance a mere mechanical device and does not include any trade mark or property mark or an artistic work as defined under the Copyright Act, 1957.

*Defined as per Indian Designs Act, 2000.

“Design Registration” Registration of the novel non-functional features such as shape, or ornamentation of a product; “NIFT personnel” includes but is not limited to the faculty, students, staff or visiting faculty, researchers and scientists at NIFT;

“Intellectual Contribution” means original technical or artistic contributions;

“Intellectual Property” includes but is not limited to copyrights and copyrightable materials, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets;

“Invention” includes but is not limited to any new and useful process, design, creation, product, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act.

Inventor(s) are person(s) who produce an invention.

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

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

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

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

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

“Software” means anything executable in a computer.

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

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

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

ANNEXURE - A

<p style="text-align: center;">Patent</p> <p>Patent is the exclusive right given for any product or process that is new, non-obvious and has industrial application. The right lasts for twenty years from the date of filing of the patent application.</p> <p>Some of the products or processes that can be called inventions would be any mechanical device, apparatus, fibers, finishing techniques, garments, looms, needles, computer hardware etc.</p>	<p style="text-align: center;">Industrial Design</p> <p>Industrial Design is an exclusive right granted for the aesthetic or ornamental aspect of a useful article. This could include shape, pattern, colour of the article or any combination of these. The right lasts for fifteen years from the date of filing of the Design application in India.</p> <p>Some examples of where an Industrial Design protection could be sought are accessories, jewelry, finished garments, textile designs, electronic equipment etc.</p>
<p style="text-align: center;">Copyright</p> <p>Copyright is the right given to creators in fields of literary, artistic, musical and dramatic works including cinematographic films and sound recordings. It also includes computer programmes. In India it lasts for creator's lifetime plus sixty years.</p> <p>Examples of works where copyright can be claimed are books, articles, paintings, presentations, songs, performances, choreography, photographs etc.</p>	<p style="text-align: center;">Trademark</p> <p>Trademark is a sign or a combination of signs that distinguishes the goods or services of one enterprise from that of another. Trade mark is registered for 10 years and can be renewed for another 10 years, every 10 years.</p> <p>Examples of trademarks would be names and logos of enterprises, shapes of goods, sound marks etc.</p>
<p style="text-align: center;">Geographic Indication</p> <p>Geographic Indication is a sign used on goods that originate in a specific geographic origin and have acquired qualities and reputation specifically due to that origin. Geographic Indication is initially registered for ten years and can be renewed for another ten years every ten years</p> <p>Examples of Geographic Indication are Darjeeling tea, Champagne, Kanchipuram silk etc.</p>	<p style="text-align: center;">Trade Secret</p> <p>Trade Secret is any information that gives an enterprise a competitive edge and commercial advantage by virtue of being a secret. Trade Secret lasts for as long as it can be kept a secret and/or has value to the enterprise.</p> <p>The most famous example of a Trade Secret is the Coke formula. It could include any process, product, know-how, financial information, scientific information etc.</p>

ANNEXURE B

Confidentiality Agreement- NIFT IPR Policy

This CONFIDENTIALITY AGREEMENT (the "Agreement") is made on ---- 20--

Between

`National Institute of Fashion Technology (NIFT)", Hauz Khas, New Delhi – 110016 (hereinafter "the Institute")

And

Mr./Ms.----- (hereinafter the "Creator"), presently a faculty/student of ----- Programme (Semester - -----) offered by NIFT at NIFT, -----

In reliance upon and in consideration of the following undertakings, the parties agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall include all information or material connected with and relating to the creation "-----"made by Mr./Ms. -- -----, a regular faculty/student of Programme (---), (Semester - -----) offered by NIFT during the academic year -----, at National Institute of Fashion Technology, -----
-----.
2. The Creator agrees to employ all reasonable efforts to maintain the Confidential Information secret and confidential and not to disclose it to any third party in any form or manner.
3. The Creator will not use the confidential information for any purpose without prior written permission from the competent authority at NIFT.
4. The Creator agrees to sign essential documents for filing of patent/design on the said creation as and when requested
5. The Creator agrees to keep his current and contact details with NIFT at any given time till the validity of the Agreement
6. The Agreement is valid for a term of 6 months from the date of signing of this Agreement
7. The prevailing laws in India shall govern the validity and interpretation of this Agreement and the legal relations to the parties to it.

Executed by:

1) Director, NIFT-----
(Name and Seal)

2) Name -----
Designation-----
Organization -----

Date:

Date:

Place:

Place:

ANNEXURE C

Information Disclosure Form

(CONFIDENTIAL-Not for Public Disclosure)

Note: This form may be collected from the **Dept. CC** or from the **Designated Person**.

Disclosure No.....

Dept. Code.....

Project Code.....

Date of Submission.....

Everyone at NIFT is under an obligation to disclose the creative/innovative work, which has potential and is worth protecting. Filling up this form and submitting it to the Designated Person may fulfill part of this obligation.

1. TITLE OF WORK:

2. TYPE OF WORK

3. LIST OF Creator(S):[Designers, Contributors, Authors, Creators, Inventors others]

[Note: Please include the names of all co-origiators. Co-origiators includes any individual who has conceived or contributed to an essential element of the innovation/design, either independently or jointly with others, during the evolution of the concerned work]

Name:

Designation:

Department:

E-mail Address:

Telephone/Fax No.:

Residential address:

Name:

Designation:

Department:

E-mail Address:

Telephone/Fax No.:

Residential address:

4. SOURCE OF FUNDING FOR THE WORK / PROJECT:

Institute funding /Industry funded /Government aided/ Consultancy-with or without prior contractual agreement/any other

5. IS THE WORK BOUND BY ANY AGREEMENT/CONTRACT/MOU?

(Yes) (NO)

If yes, please give details

6. ENCLOSURES ATTACHED:

Tick mark what you have attached-

1. Detailed description of your work ()

2. Design/Drawings ()

3. Photographs ()

- 4. Artwork ()
- 5. Prototype ()
- 6. Any other (Please specify) ()

7. **SOURCES:** (Of derivation of data or literature sources, if any)

8. **DETAILS OF STUDENTS / STAFF WHO PARTICIPATED IN THE INNOVATION BUT ARE NOT ORIGINATORS:**

Name:
 Designation:
 Department:
 E-mail Address:
 Telephone/Fax No.:
 Residential address:

Signature

Name:
 Designation:
 Department:
 E-mail Address:
 Telephone/Fax No.:
 Residential address:

Signature

9. **HAS THE IP BEEN DISCLOSED TO INDUSTRIAL REPRESENTATIVES?**

YES/ NO
 (If yes provide information)

10. **HAS THIS WORK BEEN DISCLOSED IN AN ABSTRACT, PAPER PRESENTATION, EXHIBITION/OR DISPLAY, JURY, TALK/SEMINAR OR IN ANY OTHER WAY?**

YES/NO
 (If yes provide information)

11. **ANY COSTING OF THE PRODUCT /PROCESS /INVENTION BEEN DONE?**

12. **ANY INDUSTRIES / COMPANIES INTERESTED IN LICENSING THE WORK** [list the companies which you believe may be interested in your innovation]

13. **IS THE WORK:**

- a. **Completed and results validated?**
- b. **At a basic conceptualization stage?**

I/We hereby agree to employ all reasonable efforts to maintain the "Confidential Information" connected with and related to the invention/design secret and confidential and not to disclose it to any third party in any form and manner.

I/we will not use the “Confidential Information” for any purpose(s) without prior written permission from the competent authority at NIFT.

I/We agree to sign all essential documents for filing of patent/design application on the said invention/design as and when requested.

I/We agree to keep my/our current and future contact details with NIFT at any given time till the Patent /Design is granted.

I/We declare that I/We have read NIFT’s policy on Academic Integrity and Plagiarism and the work in question is my/our original work and I/We have acknowledged all sources.

Date_____

Signature(s) of Originator(s)

1. _____
2. _____
3. _____

Countersigned by the Faculty Guide

Name_____

Designation_____

Countersigned by coordinator & Designated Person

Receiving Date_____

Note: “Confidential Information” shall include all information or material connected with and relating to the IP. If you have any questions or queries about this form or Intellectual Property Rights, contact the IPR Cell.

[Note: Intellectual Property Disclosure is traded as confidential information. Except for individuals engaged in the evaluation and approval process, the information will not be divulged to others without the permission of the creator(s)]

ANNEXURE D

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on 20--

BETWEEN

1. (the "Disclosing Party");

And

2. (Review Committee, NIFT.....) (the "Receiving Party")

Collectively referred to as the "Parties".

RECITALS

- A. The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to [], which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

OPERATIVE PROVISIONS

1. In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to disclose any such Proprietary Information or any information derived there from to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party, and (iv) not to copy or reverse engineer any such Proprietary Information.
2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the information received from Disclosing Party which
 - a. was known to Receiving Party prior to disclosure by Disclosing Party,
 - b. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - c. is or becomes generally known or publicly available other than by unauthorized disclosure,
 - d. is independently developed by Receiving Party or

e. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.

f. is required by law or decree.

3. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.
4. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information or (ii) requires the Disclosing Party to proceed with any transaction or relationship.
5. The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, as to or in relation to, the accuracy of completeness of any Proprietary Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.
6. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
7. This Agreement shall be governed by the laws of the jurisdiction of the Court of India and any Appellate Court thereof in any action or proceedings arising out of or relating to this Agreement

[Disclosing Party]

[Receiving Party]

By: _____
Name: _____
Title: _____
Address: _____
Date: _____

By: _____
Name: _____
Title: _____
Address: _____
Date: _____