

SIPL IPR Policy – 2022-2023

This Policy will be known as Company's Official Intellectual Property Rights (IPRs) Ownership, Management, Administration and Enforcement Policy 2022-2023 and will be in force until superseded by another Policy, as approved by the Board of Directors of the Company. This Policy will be applicable to all SIPL Group of Companies, associated business ventures either promoted and/or managed by Shri. Sajjid Mitha/ Ms. Laveena Mitha.

1.Preamble:

With an intention of providing bankable data for concerned stakeholders in plastic and Petrochemical Industry, Shalimar Infotech Pvt. Ltd. (SIPL) **CIN: U72200MH2000PTC125470**, hereinafter also referred to as 'Company' was incorporated on 29th March, 2000 by its founder Shri. Sajjid Mitha and Ms. Laveena Mitha and has over a period of 22 years, become 'GO TO' company for players in the industry while making business decisions. This has been amplified by the enviable clientele list of the company which includes Bloomberg, Refinitiv, Dow Jones, Lyondell Basell, Borouge, Samsung, Westlake Chemical, RIL, Tasnee, Procter & Gamble, Unilever, Ravago to name a few. Further, in its pursuit of being sensitive to ecological and environmental demands, it ventured into the business vertical of organizing seminars and conferences on recycle and waste management under the brand name RACE conferences. In the process, company over a period of time has steadfastly developed, so as to enjoy competitive edge in the national and international markets, its intangible asset base, in the form of Copyright, brand, domain names, trademarks, logo, other creative and innovative products, data analytics algorithms and processes by investing its time, resources and money. Which proves to be more valuable than its physical assets Keeping this in mind, this Intellectual Property Rights Policy Document (hereinafter referred to as the Policy) seeks to provide guidance to employees (in full time and/or on contract, temporary), vendors, contractors, service providers, consultants, partners, business associates, investors, joint venture partners, directors (herein after referred to as 'Stakeholders')stakeholders on the practices and the rules of the company regarding intellectual property rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements.

2.Purpose:

Company has formulated this Policy for the management of intellectual property right to:

- a) provide a conducive environment leading to development of intellectual property;
- b) establish an IPR management policy and procedural guidelines for its better administration and management.
- c) frame standards for do's and don'ts for all the stakeholders of the Company
- i) enable the Company to make beneficial use of such developed IP for the maximum possible benefit of the creators, the Company, and the nation at large.

3. DEFINITIONS:

3.1 Intellectual Property: It refers to creations of the mind: inventions, literary and artistic works, and symbols, names, images, and designs used in commerce. Intellectual property is divided into two categories: Industrial property, which includes inventions (patents), trademarks, industrial designs, and data analytics algorithm, models as developed by the Company; and Copyright, which includes literary and artistic works such as novels, poems and plays, films, musical works, artistic works such as drawings, paintings, photographs and sculptures, and architectural designs. Rights related to copyright include those of performing artists in their performances, producers of phonograms in their recordings, and broadcasters in their radio and television programmes.

3.2 Intellectual property rights refer to:

3.2.1 The monopoly protection for creative works such as writing (copyright), inventions (patents), processes (trade secrets) and identifiers (trademarks). Also known as TRIPS, or trade-related intellectual property rights. The rights awarded by society to individuals or organizations over inventions, literary and artistic works; and symbols, names, images, and designs used in commerce, giving the titleholders the right to prevent others from making unauthorized use of their property for a limited period.

3.2.2 All and any patents, patent applications, trademarks, service marks, trade names, domain names, registered designs, unregistered design rights, copyrights, know how, trade secrets and rights in confidential information, URLs and all and any other intellectual property

rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

3.3 Work for hire:

Work for hire is defined for the purposes of this policy as any work commissioned by the Company from a creator as defined by this policy for a consideration or otherwise, or from an external agency. In all such cases the ownership of the resulting intellectual property shall be assigned to the Company in a written contract between the concerned parties.

3.4 Fair use:

This is the amount of copying allowed by law so that copyright shall not be a stranglehold on the progress of human knowledge. Limited portions of a work can be copied without the rights holder(s) permission for academic and non-commercial uses, although the exact permissible percentage may have to be determined by the courts. In general, use of a small part of a work, which does not hurt the present or potential market for that work is allowed under fair use, but there are many grey areas where the law has to be decided on a case-by-case basis. Fair use in the classroom during regular teaching is understood more liberally than that permissible in teaching for distance education through multimedia packages. This is because distance education packages are commercial products and hence permission has to be sought for the use of any intellectual property held by others, which may be quoted or reproduced in the package. The possibility of fair use exists only in the case of copyright and does not apply to patents.

3.5 **“Software”** means anything executable in a computer.

3.6 **“Teaching material”** means any material that aids the process of teaching.

3.7 **“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.

3.8 **“Trade Secret”** Usually some information such as know-how of commercial or strategic value including data analytics models, methods, algorithm that is not disclosed to all and is used in a restricted manner.

4. Intellectual Property and Ownership:

The explanation and examples given are merely for illustrative purposes and are not exhaustive in nature and shall include all such work that may be created by Company or persons on behalf of the Company in future.

4.1 Copyright: includes letterhead, envelopes designs, invoices, material, brochures and other advertising material, study material, course – classroom material etc.

4.2 Domain Name: polymerupdate.com.....

4.3 Trademark: polymerupdate.com; polymer exchange, PU Academy etc

4.4 Data Analytics, methods, processes, models & Algorithms

4.5 Study Material including PPT presentations, audio and video material and in any digital form.

5 IPR Administration:

5.1 This policy shall be applicable to all the Stakeholders associated with any activity of the Company and covers different classes of Intellectual Property - Designs, Trade Marks/Service marks, Copyright, Books, study material, data analytics models, processes, algorithms, Trade Secret and undisclosed Information.

5.2 This policy shall be applicable from the date as approved by the Board of Directors i.e. 01.04.2022. Any addition, insertion and / or deletion from the policy document, which curtails the rights of Author, Co-author will not operate retrospectively. Any matter arising out of IPR issues will be decided by the majority decisions by IPR Committee Members.

5.3 Intellectual Property Committee (IIPC) shall comprise of –

5.3.1 – Shri. Sajjid Mitha

5.3.2 – Ms. Laveena Mitha

5.3.3 – Shri. Neeraj Rawal

6 Disclosures:

6.1 Any innovation, original creation, expression of idea in a tangible form, design, shape and such other work which become a subject matter of IPR and this Policy, by employees, consultants, Vendors, Partners, Services and other Stakeholders not specifically mentioned here in this Policy in the course of their association with the Company, shall be the sole property of the Company and that no such Stakeholder shall claim any right, title interest whatsoever over such Creation.

6.2 Any usage of IPRs by such Stakeholders even in normal course of its activities carried out for and on behalf of the Company, shall require prior written approval from IIPC and such approval granted shall not constitute transfer and sale of Company's right over such IPRs and shall only constitute temporary right for permissible use.

7 Confidentiality

All personnel associated with any activity of the Company shall treat all IP related information as confidential. Such confidentiality shall be maintained till such date as is demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. Having filled the Disclosure Form, the creator shall maintain confidentiality i.e. refrain from disclosing the details, unless authorized otherwise in writing by the Company, until the Company has assessed the possibility of commercialisation of the intellectual property.

The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- 7.1 The amount of information given to prospective licensees before the signing of any confidentiality or secrecy agreement should in no case exceed or fall outside that which is set out in the Technology Profile Form for any particular intellectual property.
- 7.2 When a third party is interested in commercialising an item of intellectual property, they will be required to demonstrate their capacity to commercialise the IPRs to the Company's satisfaction. The Company will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made. The format of the Bilateral Secrecy Agreement, should be followed.
- 7.3 Third parties must obtain express authorization writing from the Company to commercialise/exploit the intellectual property.
- 7.4 Confidentiality agreements will continue in force even if the commercialisation process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialisation process.
- 7.5 Access to areas where Company-owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are creators or are bound by confidentiality agreements. Creators and/ or Company personnel must take care not to disclose confidential details of Company-owned intellectual property in their publications, speeches, or other communications and permission is accorded by IIPC then such party shall be bound by obligation of giving acknowledgement and attribution to the Owner of the Intellectual Property.

8 Infringements, damages, liability, and indemnity insurance

As a matter of policy, the Company shall, in any contract between the licensee and the Company, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation. The Company shall also ensure that the Company personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees. The Company shall retain the right to engage or not in any litigation concerning IPR and license infringements.

9 Dispute resolution

In case of any disputes between the Company and the Stakeholders over right, interest, title, claim regarding use and the implementation of the IP policy, the aggrieved party may appeal to the IIPC. Efforts shall be made to address the concerns of the aggrieved party. The Committee's decision in this regard would be final and binding.

10 Application of Policy

This policy shall be deemed a part of the conditions of employment for every employee of the Company and a part of the conditions of other agreements and contracts that company and any other third party enter into in the course of business. Further, the Company reserves the right to amend the IPR Policy as and when such need arises/ deemed fit.

11 Legal jurisdiction

As a policy, all agreements signed by the Company and dispute(s) arising there from, will be subject to the legal jurisdiction of the High Court of Adjudicature at Mumbai, India only and shall be governed by the appropriate laws of India and in case of Company being a party to contract with overseas party, the jurisdiction would be, as specifically agreed to in the relevant agreement or in absence thereof as governed by international convention and treaty.

This IPR Policy shall be part of every agreement/contract that the Company enters into with any Stakeholder and/or third party in the course of business either explicitly or via digital copy made available via link on Company's official Website.
