

Intellectual Property Rights (IPR) Policy

1. Introduction

This **Intellectual Property Rights (IPR) Policy** outlines the ownership, protection, and use of intellectual property (IP) related to the products and services offered by **Software Development Hub (SDH)**. This policy applies to all employees, contractors, clients, and partners engaged in work with or for SDH.

2. Definition of Intellectual Property

Intellectual Property (IP) refers to creations of the mind, including inventions, designs, trademarks, logos, patents, software code, documents, and other materials, whether written, visual, or electronic. The types of IP covered by this policy include but are not limited to:

- **Patents**: Rights granted for new inventions or innovations.
- **Copyright**: Protection of original works of authorship, including software code, written content, and designs.
- **Trademarks**: Logos, brand names, and symbols identifying SDH's services.
- **Trade Secrets**: Confidential business information such as proprietary processes, software algorithms, and methodologies.

3. Ownership of Intellectual Property

3.1. SDH-Owned Intellectual Property

All intellectual property created, developed, or generated by **SDH** employees, contractors, or subcontractors during the course of providing services to clients shall remain the sole and exclusive property of SDH, unless otherwise agreed in writing. This includes:

- **Software**: Any software code, applications, algorithms, or frameworks developed by SDH.
- **Designs and Methodologies**: Proprietary designs, development methodologies, and tools used by SDH.
- **Documentation**: Any written or digital materials created as part of SDH's service offerings, including user manuals, training materials, and internal process documentation.

3.2. Client-Owned Intellectual Property

All intellectual property that is provided by the **Client** for the purpose of the project or engagement will remain the exclusive property of the Client. SDH will use this intellectual property solely for the purpose of delivering the agreed services and will not retain any rights to this property beyond the duration of the engagement unless expressly agreed.

4. Use of Intellectual Property

****4.1. License to Use Client IP****

The Client grants SDH a limited, non-exclusive, non-transferable license to use the Client's intellectual property solely for the purpose of providing the contracted services. This license will automatically terminate upon the completion of the services or termination of the agreement between the Client and SDH.

****4.2. License to Use SDH IP****

Unless otherwise specified in a written agreement, SDH may grant the Client a limited, non-exclusive license to use SDH's intellectual property (e.g., software, methodologies, tools) as part of the services delivered. The Client may only use this IP for the specific project for which it was provided and may not use, modify, or distribute SDH IP without prior written consent.

5. Transfer of Intellectual Property

In certain cases, SDH may agree to transfer ownership of specific intellectual property to the Client. Any such transfer of ownership must be explicitly stated in a written agreement, including any applicable fees for the transfer of rights. Until full payment is made for the services rendered, SDH retains ownership of all IP created during the engagement.

6. Protection of Intellectual Property

****6.1. Confidentiality Obligations****

Both SDH and the Client agree to protect each other's confidential information, including any proprietary intellectual property. Neither party shall disclose, use, or make available the other party's IP without written permission, except as necessary to fulfill the terms of their agreement.

****6.2. Infringement of IP****

SDH will take reasonable steps to ensure that all intellectual property used in delivering services does not infringe on any third-party rights. In the event that a third-party claims infringement on SDH IP used in a project, SDH will defend, indemnify, and hold the Client harmless, provided the Client promptly notifies SDH of such claims.

7. Open Source and Third-Party Software

In cases where ****open source**** or third-party software is used as part of a project, SDH will ensure that the usage complies with the terms of the open-source or third-party license. Any such components will be clearly identified and acknowledged in the project documentation, along with their applicable licenses and usage restrictions.

8. Post-Project Use and Retention of IP

****8.1. Client's Use of SDH IP Post-Project****

After the completion of a project, the Client may continue to use the SDH-developed IP only as permitted under the terms of the project agreement. Any further use, modification, or distribution beyond the agreed terms will require separate written authorization from SDH.

****8.2. Retention of Rights****

Unless otherwise agreed in writing, SDH retains the right to use its IP, including methodologies and reusable code, in future projects with other clients. This does not extend to any custom-developed solutions or IP that are the sole property of the Client.

9. Dispute Resolution

Any disputes relating to the ownership, use, or protection of intellectual property shall be resolved through the dispute resolution process as outlined in the applicable contract or agreement between SDH and the Client. In the absence of a formal agreement, disputes will be subject to mediation or arbitration under the laws of [Country/Region].

10. Governing Law

This IPR policy and any related agreements shall be governed by and construed in accordance with the laws of ****[Country]****, without regard to its conflict of law principles.

11. Amendments to the Policy

SDH reserves the right to amend or update this IPR policy at any time. Any updates will be communicated to relevant stakeholders, and continued use of SDH's services following the changes indicates acceptance of the updated policy.