

1. Introduction

I-HUB FOR ROBOTICS AND AUTONOMOUS SYSTEMS INNOVATION FOUNDATION, a Section 8 company, duly incorporated under the Companies Act 2013, having its registered office at Society for Innovation and Development, Innovation Centre Building, Indian Institute Science, Bangalore, (“hereinafter referred to as “**ARTPARK**”) is an initiative of Indian Institute of Science and Department of Science and Technology, Government of India and has been set up with the objective of operating as an innovation hub in the field of Artificial Intelligence and Robotics with the aim of creating an eco-system for technology development and deployment through, *inter alia*, collaborating with research and development institutions, industries, start-ups, government bodies and other funding agencies at state, national and international level for developing technologies, prototypes, proofs of concepts and translating them into products, through technology transfer to companies, incubation, or by creating and nurturing a start-up ecosystem.

2. Definitions

“**ARTPARK Resources**” shall include any funds, facilities, infrastructure or resources, including equipment, consumables, Background IP and human resources or any other form of support, provided by ARTPARK either in a direct or indirect way.

“**Background IP**” shall mean any Intellectual Property held by ARTPARK or any person/entity, which has been developed, acquired, or otherwise obtained, prior to or outside the scope of any collaboration.

“**Board**” shall mean the Board of Directors of ARTPARK;

“**Creator**” shall mean all the persons to which this Policy applies, in terms of Section 4.2 of this Policy.

“**Collaborating Entity**” shall have the meaning ascribed to it in Section 6.1 of the Policy.

“**Collaboration Agreement**” shall have the meaning ascribed to it in Section 6.1 of the Policy.

“**Intellectual Property**” or “**IP**” shall mean all forms of intellectual property rights and shall include any product or process of the human intellect whether registrable or not as patents, trademarks, copyrights, designs, or an invention, literary creations, unique name, designs, discoveries, artistic works, plant variety rights, biological material, trade secret, business method, database, industrial process, computer program, user interface, software, source code, object code, integrated circuits, circuit layouts, semiconductor chip layout or design, prototypes, utility models, process, presentation, know-how and all derivative works, all rights or forms of protection having equivalent or similar effect anywhere in the world.

“**IP Advisory Committee**” or “**IPAC**” shall mean the committee formed under Section 5 of this Policy.

“**Joint IP**” shall mean the IP developed or conceived in the course of or pursuant to a Joint Project.

“Joint Project” shall mean the projects undertaken by ARTPARK in collaboration with another entity, detailed in Section 6.1 of the Policy.

“Personnel” shall have the meaning ascribed to it in Section 4.2(a) of the Policy.

“Policy” shall mean this policy governing Intellectual Property of ARTPARK and the Creators, as may be amended from time to time.

“Revenue Sharing Holiday” shall have the meaning ascribed to in Section 15.4 of this Policy.

3. Objectives

3.1 ARTPARK recognizes the need for encouraging the practical application and economic use of the results of research carried out at ARTPARK for the benefit of the society, at large; therefore this Policy has been brought into effect to provide for protection and dissemination of Intellectual Property developed at or with the support of ARTPARK or ARTPARK Resources, through, *inter alia*, registration of patents, copyrights, design registrations and trademarks and to ensure that monetary and other benefits derived from commercialization of IP are distributed to the Creator(s), ARTPARK and other parties as appropriate; and to address ownership issues related to such Intellectual Property.

3.2 This Policy, *inter alia*, aims to:

- (a) Promote and encourage research and development by incentivizing potential researchers and scientists to work with ARTPARK;
- (b) To share ownership rights in Intellectual Property amongst all Creators involved in the creation of that Intellectual Property;
- (c) To set forth the ownership and commercialization rights of various entities involved in a research project;
- (d) Ensure timely and efficient protection and management of Intellectual Property created at or with support of ARTPARK; and
- (e) To balance the interests of the various stakeholders involved and ensure that economic benefits arising from commercialization of IP are distributed in a fair and equitable manner.

4. Scope & Applicability of the Policy

4.1 This Policy shall be effective from September 16, 2020.

4.2 This Policy shall be applicable to all persons who conduct research and development with the help of ARTPARK Resources and contribute to the development of Intellectual Property, including but not limited to the following persons (**“Creators”**):

- (a) all persons associated with ARTPARK, including researchers, consultants, advisors, employees of ARTPARK, whether permanent or temporary or engaged on contract basis (**“Personnel”**);
- (b) students of universities/ colleges/ schools, associated with ARTPARK including but not limited to students who have been offered a research grant by ARTPARK;
- (c) employees and team members of a start-up incubated or associated with ARTPARK;

- (d) Collaborating Entity and its personnel; and
 - (e) other persons associated with ARTPARK, such as service providers, doctoral candidates, academic visitors, emeritus staff and interns.
- 4.3 In the event, in addition to being governed by this Policy, a Creator (such as an academic visitor or an emeritus staff) is governed by the terms of another IP policy (such as that of the university or institute in which such Creator is employed or associated with), a special arrangement may be decided upon by the IPAC with respect to such a Creator, on a case-by-case basis.
- 4.4 It is clarified that the Policy shall be binding on any participants in ARTPARK projects or programs as a condition of their participating in ARTPARK projects or research programs or their significant use of ARTPARK Resources. It is further clarified that in the event the Creator is a minor (under the age of 18 years), such Creator's parents or legal guardians shall be deemed to have read and consented to the terms of this Policy and the relevant Collaboration Agreement, if any.

5. Constitution of an IP Advisory committee and its Role

- 5.1 ARTPARK shall constitute a committee, called the "IP Advisory Committee", to oversee and ensure the implementation of this Policy.
- 5.2 *Composition of the IP Advisory Committee:* The committee shall consist of 4 (four) members, including a chairman, to be appointed by the Board, for a period of 3 (three) years, at a time. It is clarified that the members shall be eligible for re-appointment.
- 5.3 *Role of the IP Advisory Committee:* The IP Advisory Committee shall be responsible for the following activities:
- (a) to oversee the implementation of the Policy,
 - (b) day-to-day handling of IP matters,
 - (c) disclosures of inventions submitted by the Creators, and arranging for the evaluation of disclosures,
 - (d) filing and maintaining IP applications under relevant IP legislations in India and other relevant jurisdictions,
 - (e) deciding upon potential conflicts of interest between the Creator and ARTPARK,
 - (f) deciding upon the most suitable method of protecting and commercializing the IP and negotiating agreements for the same, such as technology transfer, assignment and licensing agreements,
 - (g) finalizing the IP related clauses in Collaboration Agreements and deciding the revenue share between ARTPARK, Collaborating Entity and Creators.
- 5.4 The IP Advisory Committee may meet as and when required to fulfil its obligations, and may also invite experts in the field of IP and/or Robotics and Autonomous Systems for their views where required.

6. Third Party Collaborations

- 6.1 In the event ARTPARK intends to undertake a research project ("**Joint Project**") in collaboration with another entity such as a university, research institution, funding agency or industry partner

(“**Collaborating Entity**”), ARTPARK shall execute a collaboration agreement with such entity (“**Collaboration Agreement**”) before commencement of the research activities. The Collaboration Agreement may be in the form of a memorandum of understanding, research agreement, non-disclosure agreement, technology transfer agreement, etc.

- 6.2 The Collaboration Agreement must, *inter alia*, clearly lay down the rights and obligations of all parties with respect to the IP generated during the project. The Collaboration Agreement shall include, *inter alia*, provisions with respect to the following:
- (a) treatment and use of all Background IP of the parties, if any and warranties in relation to the same;
 - (b) ownership of Intellectual Property arising in the course of or pursuant to the Joint Project (“**Joint IP**”);
 - (c) confidentiality requirements;
 - (d) terms of public disclosure;
 - (e) manner of commercializing the Joint IP;
 - (f) proportion of revenue share among ARTPARK, the Collaborating Entity and Creators, generated from commercialization of Joint IP.
- 6.3 Unless otherwise agreed, ARTPARK shall retain exclusive rights to commercialize any Joint IP arising out of a Collaboration Agreement in the manner set forth in Section 10 below.
- 6.4 In the absence of a Collaboration Agreement, the provisions of this Policy shall be applicable to any IP generated during a Joint Project. Any matters not covered by the Collaboration Agreement shall be governed by this Policy. Any Collaboration Agreement that differs substantially from this Policy must be approved by the IPAC before execution. However, in case of a conflict or inconsistency between the provisions of this Policy and the Collaboration Agreement, the provisions of the Collaboration Agreement shall prevail.
- 6.5 A Collaboration Agreement entered into by ARTPARK shall be considered valid and binding only when signed by the chairman of IPAC or the authorized signatory on behalf of ARTPARK and the authorized signatory of the Collaborating Entity such as the Registrar in case of a University or the person authorized by the board of directors in case of a company. Each Collaboration Agreement shall be placed for approval before the IPAC and approved by the IPAC.

7. Ownership

- 7.1 The ownership of all Intellectual Property created solely by Personnel shall belong to ARTPARK, unless otherwise specified in the employment/consultant agreement with such Personnel, in which case the Intellectual Property shall be held by ARTPARK and the Personnel jointly.
- 7.2 Without prejudice to the generality of the foregoing, ARTPARK will be the owner of the copyright on all the content including teaching materials, training programs and other related content created by Personnel for external agencies, institutions and industry under the distance education programs conducted by ARTPARK. ARTPARK grants a royalty free license to the authors of such materials to use the material for the limited purposes of teaching and research. Further, copyright in any books and scientific articles authored by Personnel, in their personal capacity, shall be owned by such Personnel.

- 7.3 The ownership of all Intellectual Property created in the course of any research activity conducted by students/ researchers/ research fellows, including postgraduate students, undergraduate students and school students shall belong to such Creator.
- 7.4 The ownership of all Joint IP shall be determined according to the terms of the relevant Collaboration Agreement. In the absence of a Collaboration Agreement or any provision to this effect in the Collaboration Agreement, the IPAC shall, in consultation with the Collaborating Entity, determine the ownership of the parties involved, after taking into account, the contribution (technical, financial or administrative) of each of the parties towards development of the Joint IP.
- 7.5 ARTPARK, Creator(s) and each of the Collaborating Entity(ies) shall continue to own all rights in the Background IP. In the event Background IP of a Creator and/or Collaborating Entity is utilized in a Joint Project which leads to the creation of such Joint IP incremental to the Background IP, the owner of the Background IP shall grant an exclusive license on such terms as may be agreed to ARTPARK to use such Background IP for the purpose of effectively exercising ARTPARK's rights in the Joint IP and for commercializing the Joint IP.
- 7.6 Notwithstanding the foregoing, ARTPARK shall retain a non-exclusive, perpetual, free and irrevocable license to use all IP created using any ARTPARK Resources (including Joint IP), solely for academic purposes such as teaching and research activities, subject to ARTPARK complying with the confidentiality obligations imposed on it under the relevant Collaboration Agreement.

8. Disclosure Requirement

- 8.1 If the research of a Creator results in generation of Intellectual Property, covered by this Policy, the Creator must promptly disclose complete details of such an IP to ARTPARK, through an IP disclosure form specified by ARTPARK. The disclosure form must clearly set out the specific contribution of each of the Creators, in the event there are more than one, and the manner in which the Background IP has been created/obtained. Along with the disclosure form, the Creator(s) must also submit a declaration specifying that the disclosed IP is original to such Creator(s) and does not infringe the IP of any third party.
- 8.2 Following the disclosure, the Creator(s) shall maintain the confidentiality of the IP until the process of its evaluation under Section 9 has been completed and a decision has been made by the IPAC regarding protection for the IP and communicated to the Creator(s). Specifically, the Creator(s) shall not make public disclosure of the research results in any forum, whether in a scholarly journal, conference, or in the news media, until after an application seeking protection for the IP has been filed.
- 8.3 In the event that the scientific results of the Creator's research do not yield any Intellectual Property for which protection may be sought and the Creator wishes to publish such results, Creator shall be required to present in writing the draft publications containing scientific results to the IPAC before publishing them for its consent, and shall submit to ARTPARK in writing that, to the best of their knowledge such works do not contain any results for which IP protection may be obtained or which can be commercially exploited in any way. IPAC retains the right to refuse consent, if it is of the opinion that such publication will harm/impact potential registration of the IP or where such publication may impact national security.

9. Evaluation of IP

- 9.1 The IPAC shall, within a reasonable time period from the disclosure of IP, evaluate the IP, to determine (a) whether the IP is capable of being protected, (b) the commercial potential of such IP, (c) any major obstacles, which could hinder the protection and commercialization of the IP, and (d) the most appropriate mode for protecting and commercializing such IP.
- 9.2 If the IPAC decides to exploit/commercialize the disclosed IP, the IPAC shall formulate a commercialization plan for the same. The IPAC shall also identify the potential licensees.

10. Commercialization of IP

- 10.1 ARTPARK shall have exclusive rights to commercialize any IP owned solely by it or jointly with Creators. Unless otherwise specified in a Collaboration Agreement, ARTPARK shall have exclusive rights to commercialize any Joint IP.
- 10.2 Subject to an agreement to the contrary, ARTPARK shall have exclusive rights to commercialize any IP generated out of projects funded by a third party.
- 10.3 Commercialization of an IP may be undertaken *via* assignment of the IP, exclusive licensing of the IP, open-source licensing, internal use, technology transfer, establishment of a spin-off enterprise, etc. The specific mode of commercialization of an IP shall be decided by the IPAC on a case-to-case basis, after taking into account all relevant factors such as costs involved in protecting the IP, revenue generated from a particular mode, etc.
- 10.4 In the event a Collaboration Agreement provides the right of commercialization to the Collaborating Entity or the Creators, and such Collaborating Entity/Creators notify in writing that they do not intend to commercialize the IP within a specified time period, ARTPARK shall have the right to commercialize such IP.
- 10.5 In the event ARTPARK cannot, or decides not to, exploit any Intellectual Property which belongs to ARTPARK, within a reasonable time frame, it shall forthwith notify the Creator(s) of the same. Upon such notification, the Creator(s) shall have the rights to commercialize the said IP within a period of 12 months, unless otherwise agreed, failing which the right shall revert to ARTPARK in perpetuity.
- 10.6 (a) With respect to IP which is exclusively owned by ARTPARK or its Personnel, ARTPARK may, at its sole discretion, choose not to apply for IP protection under the relevant IP legislations in India or may withdraw an unpublished application for such protection, if ARTPARK determines that it is more appropriate for the purposes of commercialization to treat the Intellectual Property as a confidential know-how/trade secret. In such cases, the relevant Creator(s) shall, on being so requested by ARTPARK, be obliged to refrain from any public disclosure of the Intellectual Property and to treat it as a know-how/trade secret. (b) In case of Joint IP, such a decision may be taken only with the consent of the Collaborating Entity and/or all relevant Creators.
- 10.7 (a) With respect to IP which is exclusively owned by, ARTPARK may, in public interest and at its sole discretion, decide to classify the IP as open source. (b) In case of Joint IP, such a decision may be taken only with the consent of the Collaborating Entity and/or all the relevant Creators.

11. Filing and Registration of IP

- 11.1 The IPAC shall be solely responsible to decide whether IP owned solely or jointly by ARTPARK must be registered under applicable IP laws of India. Subject to the terms of a Collaboration Agreement, ARTPARK shall be responsible for and shall bear the costs for securing and maintaining the IP rights in the required jurisdictions. All Creators and Collaborating Entities shall render all reasonable assistance, including providing confirmations, statements, etc. and making such assignments as may be necessary for the filing for, prosecution, maintenance and commercialization of IP within such time periods as may be required by IPAC.
- 11.2 In the event the ARTPARK, Creators and Collaborating Entities agree that the Creators shall make the applications to register the IP, then the Creators shall be solely liable for any erroneous or faulty application which limits the scope of the IP, including ARTPARK's ability to commercialize the IP.

12. Assignment and transfer of IP rights

- 12.1 ARTPARK acknowledges that cooperation of the Creators is critical for commercialization of any IP by ARTPARK. Thus, the Creators shall extend all assistance to ARTPARK in its efforts to protect and commercialize the IP.
- 12.2 Pursuant to Section 10, each Creator and a Collaborating Party shall, exclusively and irrevocably assign, transfer, convey or grant to ARTPARK their right to commercialize the IP. The relevant parties shall execute such documents as may be necessary, and submit such documents evidencing the assignment/license of rights to ARTPARK. ARTPARK retains the exclusive right to license or assign such IP, including Joint IP, to any entity for the purpose of commercializing the IP/Joint IP on such terms as the IPAC may deem fit.

13. Reversion/Surrender of IP by Creators

- 13.1 Where a Creator who solely or jointly owns IP in terms of this Policy, their service/employment agreement or a Collaboration Agreement, as the case may be, is unable to exploit or commercialize such IP, ARTPARK may acquire the rights of such Creator to the IP on mutually agreeable terms upon notification by the Creator.
- 13.2 In the event a Creator, who has been provided the right to commercialize an IP, fails to do so within the time period prescribed for such commercialization, ARTPARK shall automatically acquire such right from the Creator, and shall be eligible to commercialize the IP in the manner specified in Section 10.
- 13.3 In the event of winding up or closure of business/operations of an entity/Collaboration Party to which IP has been transferred/assigned by ARTPARK for any purpose, including for commercialization, the rights to such IP shall revert to ARTPARK in perpetuity.

14. Publication of articles/papers relating to IP

- 14.1 ARTPARK encourages Creators to publish articles and research papers with respect to their research results and IP generated from such research, subject to the confidentiality requirements, if any,

imposed on them. However, the following conditions must be complied by the Creators before publishing any articles/research papers:

- (a) the Creators must submit a draft of the article/research paper to the IPAC for approval. IPAC retains the right to refuse consent, if it is of the opinion that such publication will harm/impact potential registration of the IP or where such publication may impact national security;
- (b) in case the research was carried out by more than one Creator, either the article/research paper must be co-authored by all such Creators or a no-objection certificate must be obtained from all such Creators who are not co-authoring the article/research paper; and
- (c) due credits must be given to ARTPARK and/or any entity that has supported the relevant research project through funding or other Resources.

15. Revenue Sharing

15.1 *Apportionment of revenue between ARTPARK and Personnel:* Except as otherwise provided in this Policy, all revenue (including technology transfer fees, lump sum payments and royalties) generated from commercialization of any IP created by ARTPARK and its Personnel after deducting the expenses incurred in IP protection and commercialization, shall be distributed among ARTPARK and its Personnel and in the proportion of 70% in favour of the Personnel and 30% in favour of ARTPARK.

15.2 *Apportionment of revenue among Creators:* In case an IP has been developed by more than one Creator, the apportionment of revenues *inter se* the Creators shall be determined in accordance with the Collaboration Agreement or any other agreement entered into specifically for such purpose. In the absence of any such agreement, the revenues shall be distributed (a) equally, if so decided by the Creators, or (b) in the manner decided by the IPAC after taking into account their individual contribution to a project.

15.3 *Apportionment of revenue in case of Joint IP:* The proportion in which the revenues generated from commercialization of Joint IP shall be distributed among ARTPARK and the Collaborating Entity, shall be determined according to the terms of the relevant Collaboration Agreement. In the absence of a Collaboration Agreement or any provision to this effect in the Collaboration Agreement, the IPAC, in consultation with the Collaborating Entity, shall determine the proportion in which such revenue must be distributed to the parties involved, after taking into account, the contribution (technical, financial or administrative) of each of the parties towards development and commercialization of the Joint IP. ARTPARK and the Collaborating Entity shall then be solely responsible for transfer of revenue allocated to them to their respective Creators associated with the Joint Project.

15.4 *Revenue sharing holiday:*

- (a) The IPAC, may at its sole discretion, grant, with respect to a particular IP, a revenue sharing holiday to the Creators, whereby Creators shall not be required to share any revenue generated from commercialization of the IP with ARTPARK for such time period, as determined by the IPAC, on a case by case basis ("**Revenue Sharing Holiday**"), subject to adherence to such conditions as the IPAC may specify.

- (b) Before granting a Revenue Sharing Holiday, the IPAC shall, take into account, *inter alia*, the relative contribution (technical, financial and administrative) of the Creators, on the one hand, and ARTPARK on the other, in generation of IP and in commercialization of the IP.
 - (c) The ratio of revenue share between ARTPARK and Creators, to be applicable once the Revenue Sharing Holiday is completed, shall be decided by the IPAC.
- 15.5 *Effect of death or termination of employment of a Creator:* A Creator's right to receive a share of the revenues generated, under this Policy, shall not be affected by (i) termination of their employment/engagement with ARTPARK or (ii) their death, in which case, their legal heir shall continue to receive the same share of revenues that the Creator was entitled to at the time of their death.
- 15.6 ARTPARK may at times accept equity in the licensee company as part of the license fee. The share of the Creators in such company's equity shall be decided by IPAC on a case-by-case basis.

16. Indemnification & Infringement claims

- 16.1 The Creator(s) agree to indemnify and hold harmless, ARTPARK and all its directors and officers, against any loss arising out of or in connection with (i) a deliberate breach of the terms of this Policy/fraud by the Creator, (ii) a claim for infringement of IP by a third party, or (iii) breach of the terms of use of any Background IP.
- 16.2 Unless otherwise provided in the Collaboration Agreement, in case of an infringement claim by a third party with respect to an IP, ARTPARK may, at its sole discretion, assume control of the defense and the Collaborating Entity, if any, and the Creators shall extend all necessary cooperation to ARTPARK in this regard. Provided that if ARTPARK does not assume control of the defense within a period of 7 (seven) days from the date on which it becomes aware of the claim, the Collaborating Entity, if any, or any of the Creators may assume control of the defense.
- 16.3 Unless otherwise provided in the Collaboration Agreement, in the event ARTPARK becomes aware of an infringement of any Joint IP, ARTPARK, may at its sole discretion, file a claim for infringement against the person suspected of such infringement.
- 16.4 In the event ARTPARK assumes control of defense or decides to file for infringement under Sections 15.2 or 15.3 above, all the costs incurred for such defense or claim, as the case may be, shall be borne by the parties owning the Joint IP, in the same proportion in which the parties are entitled to share the revenue generated from the Joint IP.

17. Confidentiality

- 17.1 All Collaborating Entities and Creators shall, prior to commencing their engagement with ARTPARK, be required to enter into a non-disclosure agreement with ARTPARK. Provided however that if the agreement governing the relation between the Collaborating Entity or Creator and ARTPARK (whether by way of a employment/ service agreement or Collaboration Agreement or any other agreement) provides for confidentiality obligations on the other party then this requirement shall not be applicable.

18. Conflict of Interest

- 18.1 The Creator(s) must immediately disclose any conflict of interest, actual or potential, that the Creator(s) may have in any Intellectual Property generated in the manner specified in this Policy, including instances where the Creator or their family members hold securities in a potential licensee company or are involved, directly or indirectly in any competing entity, or where the Creator is also affiliated or associated with any entity with whom ARTPARK may enter into a Collaboration Agreement.
- 18.2 In any such case of conflict of interest, the decision of the IPAC shall be final.

19. Dispute Resolution

- 19.1 In the event of a dispute between the Creator(s) and ARTPARK regarding the implementation of this Policy, the Creator(s) may appeal to the chairman of IPAC, whose decision on the issue would be final and binding on both ARTPARK and Creator(s).

20. Jurisdiction and Governing law

- 20.1 This Policy is governed by the laws of India. The courts of Bengaluru, India shall have the exclusive jurisdiction to deal with any matter arising from or under this Policy.

21. Miscellaneous

- 21.1 *Provisions of Tripartite Agreement:* Provisions of the tripartite agreement dated December 14, 2020 executed among the Ministry of Science and Technology, Indian Institute of Science and ARTPARK, relating to the intellectual property policy of ARTPARK, shall be deemed to be incorporated in this Policy by default.
- 21.2 *Compliance with applicable law:* ARTPARK and Creators/Collaborating Entities, where applicable, shall comply with applicable laws of India, and obtain all necessary approvals for conducting any research, as may be applicable.
- 21.3 *Residual Matters:* IPAC shall have the authority to decide on any matters not specifically covered in this IP Policy and such decision shall be final and binding on all parties involved therein.
- 21.4 *Change in applicable law:* In the event any provisions of this Policy become illegal or unenforceable on account of a change in the applicable laws, (i) the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way and (ii) the Policy shall be deemed to have been amended in a manner so as to make it consistent with the applicable laws, with immediate effect.
- 21.5 *Amendments and review:* This Policy shall be reviewed and updated by the IPAC, with the approval of the ARTPARK Board, on an annual basis, to incorporate any change in applicable law or change in policies or strategy of ARTPARK. Further, ARTPARK may amend any provision of the Policy from time to time, which amendment must be notified to Personnel as soon as reasonable practicable.

- 21.6 *Waiver of the Policy*: ARTPARK shall have the discretion to waive or vary any or all of the provisions of this Policy, in any particular case. However, a waiver on one occasion or for a particular case shall not act as a precedent for a waiver on a future occasion or for a future case.