

INTELLECTUAL PROPERTY RIGHTS POLICY OF Divyasampark iHub Roorkee for Devices Materials and Technology Foundation

1. PREAMBLE

Intellectual property plays an important role in providing a competitive edge to an organization. The intangible assets of an organization - such as know-how, inventions, brands, designs and other creative and innovative products - are, today, often more valuable than its physical assets. Keeping this in mind, this Intellectual Property Rights Policy Document (hereinafter referred to as the Policy) of the iHUB DivyaSampark (hereinafter referred to as the hub) seeks to provide guidance to all the stakeholders on the practices and the rules of the hub. In regarding intellectual property rights (IPR) and obligations which include the nature of intellectual property (IP), its ownership, exploitation, technology transfer and confidentiality requirements. The policy laid down in this document is expected to fulfil the commitment of the hub to promote freedom and provide a conducive environment for technology development in CPS.

2. PURPOSE AND OBJECTIVES

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

- a) Provide a conducive environment leading to development of intellectual property;
- b) Facilitate, encourage, promote and safeguard innovation and product development;
- c) Enable the hub to make beneficial use of such developed IP for the maximum possible benefit of the creators, the hub, and the nation at large.
- d) To provide a comprehensive single window reference system for all intellectual property rights issues relating to intellectual property generated at iHUB DivyaSampark;
- e) To safeguard the interest of creator/innovator of intellectual property and provide fair distribution of returns accruing from the commercialization of IPR;

3. INTELLECTUAL PROPERTY AND OWNERSHIP

Other than the clauses included in the tripartite agreement between Mission, HI and the hub, following policies shall be applicable:

- (a) All IP should be owned by Hub if the project is funded by the hub.
- (b) To incentivize industry partner in the projects where the partially funded by industry partner, the revenue share of any benefits accrued from licensing or sale of such IP will be shared. If industry is contributing X% of the total funded cost in cash, following revenue share will be applicable:

(a) iHUB DivyaSampark: 30%-(X/2) %

ANAND
Board Member & CEO
iHUB DivyaSampark
IIT Roorkee

Anand

(b) Creator/Innovator: $70\% - (X/2)\%$

(c) Other Entity (Industry): $X\%$

For example, if industry is contributing 10% in cash, then hub will get 25%, PI will get 65% and industry 10% of revenue generated.

(c) IP generated by projects funded solely by Hub, shall be owned by the Hub, the revenue share of any benefits accrued from licensing or sale of such IP will be shared as per follows:

(a) iHUB DivyaSampark: 30%

(b) Creator/Innovator: 70% **

**If the innovator/creator is an employee of a startup, then the revenue sharing will go to the startup and not the individual.

- (d) Hub will have the exclusive right to commercialize (license, repackage or sell) the IP for the life of the IP right available.
- (e) Sponsored strategic research projects which fall into the roadmap decided by Hub by entities other than Hub will lead to joint ownership of IP. Hub will own exclusive rights to commercialize the IP. Participating entities can get non-exclusive rights to IP usage on a business model.
- (f) Hub can also decide based on funding amount to give exclusive rights for IP which is time-bound to the Industry partners.
- (g) Hub will take responsibility for the entire life cycle of the IP generated by Hub funding covering the filing for protection via patents, copyrights or trademarks and finding suitable licensees.
- (h) In case of startup being formed out of the IP, License to IP and depending on the IP, there may be more than one startup formed then hub shouldn't favour one startup over other in access to IP. This along with ownership will be transferred to startup in lieu of equity, revenue or data sharing or a combination thereof. In case Industry partners are significantly participating in IP creation, they can be given participation rights in the startup being formed.
- (i) If the startup who is assigned IP gets closed before funding, IP ownership and IP rights goes back to Hub, which can further licence it out again.
- (j) Hub can create special IP licensing policy for pre-existing startups in case they are collaborating in Hub projects in lieu of data sharing for innovation and research.
- (k) In case Hub contributes significantly to IP creation along with pre-existing startup, it can take equity in lieu of transferring IP in exclusive fashion for a period of time. Existing/prior IP at IIT Roorkee, in areas of relevance to the Hub, can be licensed to Hub for further commercialization with a revenue-sharing agreement on a case to case basis on the exclusive model.

MANISH ANAND
Board Member & CEO
iHUB DivyaSampark
IIT Roorkee

Manish Anand