



IIT Mandi iHub & HCI Foundation

A Section 8 Not for Profit Company

Technology Innovation Hub (TIH) in Human Computer Interaction (HCI)

Regd. Office: Indian Institute of Technology Mandi, VPO Kamand, Mandi, Himachal Pradesh, India – 175075

Annexure 4 Anti-Harassment Policy

1. The Policy Statement

IIT Mandi iHub and HCI Foundation, a Section 8 company, duly incorporated under the Companies Act 2013, having its registered office at Indian Institute of Technology Mandi, ("hereinafter referred to as "**iHub**") is an initiative of the Indian Institute of Technology Mandi 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 Human-Computer Interaction 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 the 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.

iHub is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. iHub will operate a zero-tolerance policy for any form of sexual harassment in the workplace, treat all incidents seriously, and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment.

All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be victimized for making such a complaint.

[Explanatory note: This explains in broad terms what the policy is about and sets out the intention of the organization in adopting the policy.]

2. Definition of sexual harassment

2.1 "Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated, and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations that create an environment that is hostile, intimidating, or humiliating for the recipient.

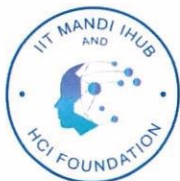
Sexual harassment can involve one or more incidents and actions constituting harassment may be physical, verbal, or non-verbal. Examples of conduct or behavior which constitute sexual harassment include, but are not limited to:

Physical conduct:

- Unwelcome physical contact including patting, pinching, stroking, kissing, hugging, fondling, or inappropriate touching
- Physical violence, including sexual assault
- Physical contact, e.g., touching, pinching
- The use of job-related threats or rewards to solicit sexual favors

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Verbal conduct:

- Comments on a worker's appearance, age, private life, etc.
- Sexual comments, stories, and jokes
- Sexual advances
- Repeated and unwanted social invitations for dates or physical intimacy
- Insults based on the sex of the worker
- Condescending or paternalistic remarks
- Sending sexually explicit messages (by phone or by email)

Non-verbal conduct

- Display of sexually explicit or suggestive material
- Sexually suggestive gestures
- Whistling
- Leering

[Explanatory note: This section defines sexual harassment. If examples are included, it is important to note that they are not exhaustive, and that sexual harassment can include any conduct of a sexual nature which is unwanted and unwelcome by the recipient.]

2.2 Anyone can be a victim of sexual harassment, regardless of their sex and of the sex of the harasser. iHub recognizes that sexual harassment may also occur between people of the same sex. What matters is that the sexual conduct is unwanted and unwelcome by the person against whom the conduct is directed.

[Explanatory note: This recognizes that men and women can be victims of sexual harassment in the workplace.]

2.3 iHub recognizes that sexual harassment is a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between manager or supervisor and employee. Anyone, including employees of iHub, clients, customers, casual workers, contractors, or visitors who sexually harass another will be reprimanded in accordance with this internal policy.

[Explanatory note: This section should be adapted to the needs of the company based on the type of work it does and the people its employees are likely to meet. Although it can be difficult for a company to deal with sexual harassment when it is perpetrated by third parties, the company is nonetheless responsible for the well-being of its workers if the harassment occurs during work. For example, companies where employees are in contact with third parties, such as hotels or restaurants, should have specific policies to deal with sexual harassment of its workers by customers.]

2.4 All sexual harassment is prohibited whether it takes place within iHub premises or outside, including at social events, business trips, training sessions, or conferences sponsored by iHub.

[Explanatory note: This recognizes that harassment can take place both at the office, but also at social events where sexual harassment may be more likely to occur. This clause will vary according to the company and the type of work/activity they carry out.]

3 Complaint procedures

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[Explanatory note: Although complaints of sexual harassment can be dealt with through the normal company complaints procedure, companies are increasingly adopting specific complaints procedures to deal with sexual harassment to respond better to the needs of victims and to ensure that investigations are carried out properly. Individuals who deal with sexual harassment complaints should be trained specifically on this issue and on the nature of sexual harassment.]

Further, victims of sexual harassment may want to resolve the matter in different ways. Some may be happy with an informal resolution and for the matter to stop, others may want more formal measures. In addition, informal resolution mechanisms may be inappropriate where the allegation is serious or where the harasser is also the victim's supervisor. It is important that the company's complaints procedures reflect these different needs and ways of resolving conflict.]

Anyone who is subject to sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. iHub recognizes that sexual harassment may occur in unequal relationships (i.e., between a supervisor and his/her employee) and that it may not be possible for the victim to inform the alleged harasser. If a victim cannot directly approach an alleged harasser, he/she can approach one of the designated staff members responsible for receiving complaints of sexual harassment. This person could be another supervisor, a member of the human resources department, etc. When a designated person receives a complaint of sexual harassment, he/she will immediately record the dates, times, and facts of the incident(s):

- Ascertain the views of the victim as to what outcome he/she wants to
- Ensure that the victim understands the company's procedures for dealing with the complaint
- Discuss and agree to the next steps: either informal or formal complaint
- On the understanding that choosing to resolve the matter informally does not preclude the victim from pursuing a formal complaint if he/she is not satisfied with the outcome
- to Keep a confidential record of all discussions
- Respect the choice of the victim
- Ensure that the victim knows that they can lodge the complaint outside of the company through the relevant country/legal framework

[Explanatory note: It is important to give the victim options for reporting the matter and this will depend on the structure of the company. The need for options for reporting is very important because having one person only to report limits the ability of the victim to avail themselves of the complaint's procedure. If for example, the harasser is also the designated person, the designated person is away on leave, or the victim would rather report it to a woman than a man or to a man than a woman and the designated person is a man, woman, etc.]

Throughout the complaint's procedure, a victim is entitled to be helped by a counselor within the company. [company name] will nominate several counselors and provide them with special training to enable them to assist victims of sexual harassment. iHub recognizes that because sexual harassment often occurs in unequal relationships within the workplace, victims often feel that they cannot come forward. iHub understands the need to support victims in making complaints.

[Explanatory note: In many large companies, certain employees are designated as counselors to help victims of sexual harassment navigate the complaints procedures.]

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4 Informal complaints mechanism

4.1 If the victim wishes to deal with the matter informally, the designated person will:

- 4.1.1 Give an opportunity to the alleged harasser to respond to the complaint
- 4.1.2 Ensure that the alleged harasser understands the complaints mechanism
- 4.1.3 Facilitate discussion between both parties to achieve an informal resolution that is acceptable to the complainant, or refer the matter to a designated mediator within the company to resolve the matter
- 4.1.4 Ensure that a confidential record is kept of what happens
- 4.1.5 Follow up after the outcome of the complaints mechanism to ensure that the behavior has stopped
- 4.1.6 Ensure that the above is done speedily and within 5 days of the complaint being made
- 4.1.7 Formal complaints mechanism

4.2 If the victim wants to make a formal complaint or if the informal complaint mechanism has not led to a satisfactory outcome for the victim, the formal complaint mechanism should be used to resolve the matter. The designated person who initially received the complaint will refer the matter to a senior human resources manager to instigate a formal investigation. The senior human resources manager may deal with the matter him/herself, refer the matter to an internal or external investigator, or refer it to a committee of three others in accordance with this policy. The person carrying out the investigation will:

- 4.2.1 Interview the victim and the alleged harasser separately
- 4.2.2 Interview other relevant third parties separately
- 4.2.3 Decide whether the incident(s) of sexual harassment took place
- 4.2.4 Produce a report detailing the investigations, findings, and any recommendations
- 4.2.5 If the harassment took place, decide what the appropriate remedy for the victim is, in consultation with the victim (i.e.- an apology, a change to working arrangements, a promotion if the victim was demoted because of the harassment, training for the harasser, discipline, suspension, dismissal)
- 4.2.6 Follow up to ensure that the recommendations are implemented, that the behavior has stopped, and that the victim is satisfied with the outcome
- 4.2.7 If it cannot be determined that the harassment took place, he/she may still make recommendations to ensure the proper functioning of the workplace
- 4.2.8 Keep a record of all actions taken
- 4.2.9 Ensure that all records concerning the matter are kept confidential
- 4.2.10 Ensure that the process is done as quickly as possible and in any event within 5 days of the complaint being made

[Explanatory note: Companies will need to create specific complaints mechanisms to meet their needs. For instance, a small company may not be able to have a panel of three decide on sexual harassment claims, and it may be more appropriate to have certain individuals trained in the company to investigate the complaints. If a committee is created to carry out the investigation, the committee should be set up bearing in mind gender balance and could include a

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representative of the company, a worker representative, etc. The Committee members, just as HR personnel or investigators dealing with sexual harassment, should be trained on understanding and deciding what constitutes sexual harassment, how to investigate it, etc.

It is also vital that the wishes and needs of the victim are incorporated into the outcome of the complaint's mechanism. For example, if it is found that a victim was harassed by a colleague and that they work together daily, the views of the victim should be ascertained before deciding on re-organizing the office. For example, the victim may not want to be moved to a different department and as the victim, he/she should be entitled to decide this and not be re-victimized by being forced to move within the company.]

5 Outside complaints mechanisms

A person who has been subject to sexual harassment can also make a complaint outside of the company. They can do so through:

- Any aggrieved person may make, in writing, a complaint of sexual harassment at the workplace to the Internal Committee if so constituted, or the Local Committee, in case it is not so constituted, within a period of three months from the date of incident and in case of a series of incidents, within a period of three months from the date of the last incident:
- Provided that where such complaint cannot be made in writing, the Presiding Officer or any Member of the Internal Committee or the Chairperson or any Member of the Local Committee shall render all reasonable assistance to the woman for making the complaint in writing:
- Provided further that the Internal Committee or the Local Committee may, for the reasons to be recorded in writing, extend the time limit not exceeding three months, if it is satisfied that the circumstances were such which prevented the woman from filing a complaint within the said period.
- Where the aggrieved person is unable to make a complaint on account of her physical or mental incapacity or death or otherwise, their legal heir or such other person as may be prescribed may make a complaint under this section.
- Police complain at the local police station or police post.

[Explanatory note: This section is intended to inform employees of their rights to use other national mechanisms that may be available to them. Some employees may not feel comfortable bringing a complaint through the disciplinary measures at work and they should be informed of their right to seek redress elsewhere. The internal policy of a company cannot prevent an employee from also using the national mechanisms available to him or her.]

6 Sanctions and disciplinary measures

Anyone who has been found to have sexually harassed another person under the terms of this policy is liable to any of the following sanctions:

- 6.1 Verbal or written warning
- 6.2 Adverse performance evaluation
- 6.3 Reduction in wages

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6.4 Transfer

6.5 Demotion

6.6 Suspension

6.7 Dismissal

The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable deterrent sanctions will be applied to ensure that incidents of sexual harassment are not treated as trivial. Certain serious cases, including physical violence, will result in the immediate dismissal of the harasser.

[Explanatory note: The policy should be applied consistently throughout the company and sanctions should be based on the gravity of the conduct. Suitable deterrent sanctions should be included in workplace policies on sexual harassment to ensure that incidences of sexual harassment are not treated as trivial events. They should become part and parcel of company regulations and/or collective labor agreements].

7 Implementation of this policy

iHub will ensure that this policy is widely disseminated to all relevant persons. It will be included in the staff handbook. All new employees must be trained on the content of this policy as part of their induction into the company. Every year, iHub will require all employees to attend a refresher training course on the content of this policy. It is the responsibility of every manager to ensure that all his/her employees are aware of the policy.

[Explanatory note: This creates an obligation on the company to ensure that all employees are aware of the policy.]

8 Monitoring and evaluation

iHub recognizes the importance of monitoring this sexual harassment policy and will ensure that it anonymously collects statistics and data as to how it is used and whether it is effective.

Supervisors, managers and those responsible for dealing with sexual harassment cases will report on compliance with this policy, including the number of incidents, how they were dealt with, and any recommendations made. This will be done on a yearly basis. As a result of this report, the company will evaluate the effectiveness of this policy and make any changes needed.

[Explanatory note: Monitoring and evaluation can be done through different means, including questionnaires completed by employees, and feedback from victims or those who work in the complaint procedure. This is important to review the effectiveness of the policy and the complaints procedure.]

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Travel Policy

The Policy Statement

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It is the policy of the iHub to reimburse staff for reasonable and necessary expenses incurred during approved work-related travel.

Employees seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in this travel policy, then the most conservative course of action should be taken.

1. Travel Policy Guidelines

- All travel must be approved in advance of booking by the Employee’s Manager.
- Reimbursement requests must be submitted within thirty (30) days of the qualifying expense; receipt(s) should accompany the requests if applicable.
- No more than five company employees or two company executives should fly on the same flight.

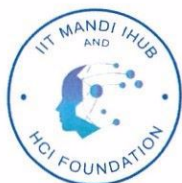
2. Entitlements

Whenever a personal automobile is used for travel requested by iHub, reimbursement will be made at a cost-per-Km basis, in accordance with the current 7th CPC rates (INR 24/Km). When using taxi services, a receipt is preferred. The travel Allowances entitlement of all employees of the iHub will be the same as stated in the below tables:

Table 1. For Senior-level officers (CEO/PD, Senior Advisor, General & Project Managers)		
Sr. No.	Budget Head	Entitlement

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1	Travel (By Air)	Economy class	As per actual on the production of ticket and Boarding pass.
2	Travel (By Rail)	AC first class	As per actual on the production of ticket.
3	Travel (By Road)	Taxi	On the production of cash memo/receipt in the original.
4	Hotel Accommodation (Domestic)	Hotel	Up to Rs. 10,000/- per day on production of receipt / Cash memo.
5	Food Bill (Domestic)	Food	Up to Rs. 2,000/- per day on production of receipt/self-certification, if absence from Head Quarter is for more than 12 hrs. If the absence is between 6hrs and 12 hrs, the DA will be @ 70% of Rs. 2,000/- and if absence in for less than 06 hrs. the DA will be @ 30% of Rs. 2,000/-.
6	Foreign Travel		
	i.	Registration fee	Actual registration fees for Conference / Seminar etc. The receipt must be provided.
	ii.	Hotel Accommodation	Hotel or guest house accommodation up to a maximum of US\$400 per night will be admissible in foreign

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			countries on the production of the receipt.
	iii.	Daily Allowance (DA)	Daily allowance at the rate of US\$70 per day for visits to SAARC countries and US\$100 per day for other countries for the days of meeting/conference/seminar etc. plus two days for to-and-fro travel subject to a maximum limit of 8 days will be admissible on the following conditions: 1) Where the official is treated as an official guest and is provided all meals free of cost, 25% of the Daily Allowance shall only be admissible 2) Where the hostel charges include breakfast only, the Daily Allowance shall be reduced by 10%.

Table 2. Associates and other staffs

Sr. No.	Budget Head	Entitlement	
1	Travel (By Air)	Economy class	As per actual production of ticket and Boarding pass.
2	Travel (By any Rail)	Second AC	As per actual on the production of ticket(s).

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3	Travel (By Road)	Volvo bus/ Deluxe/ TATA AC/ Semi Deluxe/ Ordinary bus/ Taxi	On the production of receipts.
			Note: If travels by taxi, approval by CEO/PD is necessary
4	Hotel Accommodation (Domestic)	Hotel	Rs. 5,000/- per day on production of receipts.
5	Food Bill (Domestic)	Food	Rs. 1,500/- per day on production of receipt/certification by CEO/PD.
6	Foreign Travel		
	i.	Registration fee	Actual registration fees for Conference / Seminar etc. subject to a maximum of US\$1000.
	ii.	Hotel Accommodation	Hotel or guest house accommodation up to a maximum of US\$200 per night will be admissible in foreign countries on production of receipt(s).

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	iii.	Daily Allowance (DA)	Daily allowance at the rate of US\$35 per day for visit to SAARC countries and US\$50 per day for other countries for the days of meeting / conference / seminar etc. plus two days for to-and-fro travel subject to a maximum limit of 8 days will be admissible on following conditions: - 1) Where the official is treated as official guest and is provided all meals free of cost, 25% only of the Daily Allowance shall be admissible 2) Where the hostel charges include breakfast, the Daily Allowance shall be reduced by 10%.
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3. External Visitors

For external visitors, all the approvals should be taken from the designated Director(s) in advance on a case-to-case basis.

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Skill Development Policy

1. Introduction

1.1 IIT Mandi iHub and HCI Foundation, a Section 8 company, duly incorporated under the Companies Act 2013, having its registered office at Indian Institute of Technology Mandi, ("hereinafter referred to as "iHub") is an initiative of Indian Institute of Technology Mandi 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 Human-Computer Interaction 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 the 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.

Based on mandate from DST, iHub is expected to generate revenues from various activities including Skill Development activities hence potential for revenue generation and profitability (cash positiveness) would be the basic criteria based on which approval and decisions can be taken.

2. Scope & Applicability of the Policy

a. Applicability

The policy would be applicable only after approval and cannot be applied retrospectively.

iHub would not accept obligations from any activity conducted without the process defined in this policy.

b. iHub Activity

Any activity (conference, workshop, seminar, lecture, lab, hackathon, etc.) which has been organized by iHub independently, or with Host Institute would be considered as iHub activity.

For iHub activity, the honoraria would be as per table below:

Type	Honorarium
International	12,000/session
Speaker - National	5,000/session
Team Members - Technical (TA/RA)	1,000/session

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The activity proposal would include the activity details, proposed fee, number of attendees, potential revenues, proposed honoraria outflow, proposed marketing associates/fees, and operating expenses including any applicable tax components.

If there is a travel requirement of iHub, Host Institute personnel, speakers, or guests then approval of the directors would be required in advance.

If the activity is cash positive after taxes, then approval can be provided by the CEO, else it would require the approval of the designated director.

If the activity is conducted within the approved budget, then the necessary payouts can be made directly with the approval of the CEO else it would require the approval of the designated director.

c. Joint Activity

- For any activity (workshop, seminar, lecture, lab, hackathon, etc.) which has been organized by iHub in partnership with external partner the honoraria would be as per table below:

Type	Honorarium
International	12,000/session
Speaker - National	5,000/session
Team Members - Technical (TA/RA)	1,000/session

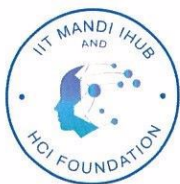
- As the joint activities would require continuous partner scouting, advertising, marketing, the TIH faculty for 'Skill Development' can recommend the same and can be approved by the CEO.
- The activity proposal would include the activity details, partner details, proposed fee, number of attendees, potential revenues, proposed honoraria outflow, proposed marketing associates/fees, and operating expenses including any applicable tax components.
- The joint activity partner would be given up to 50% of the profits from the activity after all liabilities, taxes.
- If the activity is cash positive after taxes, then approval can be provided by the CEO else it would require the approval of the directors.
- If the activity is conducted within the approved budget, then the necessary payouts can be made directly with the approval of the CEO else it would require the approval of the directors.
- The terms & conditions for such activities can be approved by the CEO if as per the above conditions. Any variation would require approval from the designated director.

d. Pro Bono Activity

- For any activity (workshop, seminar, lecture, lab, hackathon, etc.) which is held on a pro-bono basis there would be no honoraria which would be paid to those conducting the activity.

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- For Pro Bono Activity, no honoraria will be paid, however a standard memento or gift option of up to Rs. 1,000/- value may be given from the 'Skill Development' head in the budget of iHub.
- The operating expenses (facility charges, non-iHub staff allowances, transport, food & beverages) of the activity would be funded from the 'Skill Development' head in the budget of iHub.
- The activity proposal would include the activity details, number of attendees, proposed marketing associates/fees, and operating expenses including any applicable tax components.
- The proposal would need to be approved by the designated director.
- If the activity is conducted within the approved budget, then the necessary payouts can be made directly without further, separate approval requirements.
- Any higher side deviation from the approved activity budget would require approval of the designated director.

e. Solicitation/Publicity

- Solicitation of partners for activity can be recommended by the faculty-in-charges for 'Skill Development' and can be approved by the CEO.
- The approval of the activity would be as per process/policy defined above for each type of activity.
- Publicity for the activity can be started after approval as defined above if required. If approval is not required from the directors, then the same can be provided by the CEO.

f. Honoraria/Fees and Disbursal

- For activity which is cash positive after taxes the disbursal should be done within 15 days with the approval of the CEO.
- However, if an activity has not been cash-positive after taxes then the disbursal would require the approval of the designated director.
- In cases where the standard honoraria calculations require deviation the same would be approved by the designated director.
- If the revenues from an activity does not allow standard honoraria distribution, then a proportionate reduction would be made for all those eligible for it. Any exceptions required in cases like faculty/trainers from abroad or industry experts then the same would require approval from the designated director.
- The recipient of the honoraria would be subject to the rules & regulations of his/her parent organization.
- Compliance of rules, regulations and taxation would be the responsibility of the recipient of the honoraria.

g. Reports

- At the end of each activity a detailed report would be submitted to iHub with activity details, partner details, faculty/trainer details, fees, revenues, disbursals, attendance details and feedback from participants.
- The raw feedback data must be shared to help improve activities in future.
- iHub would report net outcomes of all activities to the directors via email and any details sought would be provided as per requests.

h. Dispute Resolution

- Monetary disputes arising out of tax issues or less than 20% difference would be resolved by the CEO in discussion with the partner.
- All other disputes will be reported to the directors.

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- Arbitration would be sought with mutual consent if the two sides are unable to resolve the dispute with discussions.

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IP Policy

1. Introduction

1.1 IIT Mandi iHub and HCI Foundation, a Section 8 company, duly incorporated under the Companies Act 2013, having its registered office at Indian Institute of Technology Mandi, ("hereinafter referred to as "iHub") is an initiative of the Indian Institute of Technology Mandi 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 Human-Computer Interaction 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 the 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

2.1 "iHub Resources" shall include any funds, facilities, infrastructure, or resources, including equipment, consumables, Background IP, technical know-how and human resources, or any other form of support, provided by iHub either in a direct or indirect way.

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

2.3 "Foreground IP" shall mean any and all Intellectual Property identified, conceived, created, or developed in the course of or in connection with the research project or which subsists in any or all of the research project results.

2.4 "Board" shall mean the Board of Directors of iHub.

2.5 "Creator" shall mean all the persons to which this Policy applies, in terms of Section 4.2 of this Policy.

2.6 "Collaborating Entity" shall have the meaning ascribed to it in Section 6.1 of the Policy.

2.7 "Collaboration Agreement" shall have the meaning ascribed to it in Section 6.1 of the Policy.

2.8 "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.

2.9 "IP Advisory Committee" or "IPAC" shall mean the committee formed under Section 5 of this Policy.

2.10 "Joint IP" shall mean the IP developed or conceived in the course of or pursuant to a Joint Project.

2.11 "Joint Project" shall mean the projects undertaken by iHub in collaboration with another entity, detailed in Section 6.1 of the Policy.

2.12 "Personnel" shall have the meaning ascribed to it in Section 4.2.1 of the Policy.

2.13 "Policy" shall mean this policy governing the Intellectual Property of iHub and the Creators, as may be amended from time to time.

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

3. Objectives

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

3.2 This Policy, inter alia, aims to:

3.2.1 Promote and encourage research and development by incentivizing potential researchers and scientists to work with iHub;

3.2.2 Share ownership rights in Intellectual Property amongst all Creators involved in the creation of that Intellectual Property;

3.2.3 Set forth the ownership and commercialization rights of various entities involved in a research project;

3.2.4 Ensure timely and efficient protection and management of Intellectual Property created at or with support of iHub; and

3.2.5 Balance the interests of the various stakeholders involved and ensure that economic benefits arising from the 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 the date mentioned at the top of this document.

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

4.2.1 all persons associated with iHub, including researchers, consultants, advisors, employees, staff, management of iHub, whether permanent or temporary or engaged on a contract basis ("Personnel");

4.2.2 students of universities/ colleges/ schools, associated with iHub including but not limited to students who have been offered a research grant by iHub;

4.2.3 employees and team members of a start-up incubated or associated with iHub.

4.2.4 Collaborating Entity and its personnel; and

4.2.5 other persons associated with iHub, 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 iHub projects or programs as a condition of their participation in iHub projects or research programs or their significant use of iHub 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

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5.1 iHub 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 a minimum of 4 (four) members, including a chairman, to be appointed by the Board, for a period of 3 (three) years, at a time. The committee shall consist of 1 member from iHub and 1 member from the Host Institute while the other members need to be drawn from the industry. 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:

5.3.1 to oversee the implementation of the Policy,

5.3.2 day-to-day handling of IP matters,

5.3.3 disclosures of inventions submitted by the Creators, and arranging for the evaluation of disclosures,

5.3.4 filing and maintaining IP applications under relevant IP legislations in India and other relevant jurisdictions, including decisions to renew / surrender / abandon appropriate IP in order to manage the IP portfolio efficiently

5.3.5 deciding upon potential conflicts of interest between the Creator and iHub, (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,

5.3.6 finalizing the IP-related clauses in Collaboration Agreements and deciding the revenue share between iHub, Collaborating Entity, and Creators.

5.4 The IP Advisory Committee may meet as and when required to fulfill its obligations and may also invite experts in the field of IP and/or Robotics and Autonomous Systems for their views where required.

5.5 The CEO may enlist the services of an external legal consultant(s) on either retainer basis, contract, basis, or case-to-case basis as it deems fit in consultation with the Project Director of the Host Institute.

6. Third-Party Collaborations

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

6.1.1 (“Collaborating Entity”), iHub shall execute a collaboration agreement with such entity (“Collaboration Agreement”) before the commencement of the research activities. The Collaboration Agreement may be in the form of a memorandum of understanding, research agreement, nondisclosure 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:

6.2.1 treatment and use of all Background IP of the parties, if any, and warranties in relation to the same;

6.2.2 ownership of Intellectual Property arising in the course of or pursuant to the Joint Project (“Joint IP”);

6.2.3 confidentiality requirements;

6.2.4 terms of public disclosure;

6.2.5 manner of commercializing the Joint IP;

6.2.6 the proportion of revenue share among iHub, the Collaborating Entity, and Creators, generated from the commercialization of Joint IP.

6.3 Unless otherwise agreed, iHub shall retain exclusive rights to commercialize any Joint IP arising out of a Collaboration Agreement in the manner set forth in Section 10 below.

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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 iHub shall be considered valid and binding only when signed by the chairman of IPAC or the authorized signatory on behalf of iHub 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 the 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 using iHub resources shall belong to iHub unless otherwise specified in the employment/consultant/project agreement with such Personnel, in which case the Intellectual Property shall be held by iHub and the Personnel jointly. In case of patent application(s) filed on such Intellectual Property created, the Personnel may be named as an inventor / co-inventor on the patent application, iHub being named the applicant either solely or jointly.

7.2 Without prejudice to the generality of the foregoing, iHub 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 distance education programs conducted by iHub. iHub 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 iHub. In case of patent application(s) filed on such Intellectual Property created, said Creator may be named as an inventor / co-inventor on the patent application, iHub being named the applicant either solely or jointly.

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 the development of the Joint IP.

7.5 iHub, Creator(s), and each of the Collaborating Entity(ies) shall continue to own all rights in the Background IP. In the event, the 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 iHub to use such Background IP for the purpose of effectively exercising iHub's rights in the Joint IP and for commercializing the Joint IP.

7.6 Notwithstanding the foregoing, iHub shall retain a non-exclusive, perpetual, free, and irrevocable license to use all IP created using any iHub Resources (including Joint IP), solely for academic purposes such as teaching and research activities, subject to iHub complying with the confidentiality obligations imposed on it under the relevant Collaboration Agreement.

8. Disclosure Requirement

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8.1 If the research of a Creator results in the generation of Intellectual Property, covered by this Policy, the Creator must promptly disclose complete details of such an IP to iHub, through an IP disclosure form specified by iHub. 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 iHub 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 the potential registration of the IP or where such publication may impact national security.

8.4 Cooling Off Period: In the event that the Creator of a research project funded by iHub or employed by iHub or otherwise using significant iHub resources decides to leave/take up employment elsewhere, it shall be mandatory for such Creator to disclose to iHub in writing that they will not undertake filing or registration of any Intellectual Property which may be directly or indirectly resultant of the project funded by iHub or created using significant iHub resources, for a period of at least 6 months following such an event. Additionally, the said Creator must take permission / no –objection certificate from the IPAC for a cooling-off period of up to 1 year before filing / applying for protection of any Intellectual property right which may have resulted so.

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 model 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 iHub shall have exclusive rights to commercialize any IP owned solely by it or jointly with Creators. Unless otherwise specified in a Collaboration Agreement, iHub shall have exclusive rights to commercialize any Joint IP.

10.2 Subject to any agreement to the contrary, iHub shall have exclusive rights to commercialize any IP generated out of projects funded by it or using its resources.

10.3 Commercialization of an IP may be undertaken via assignment of the IP, exclusive licensing of the IP, an options agreement, open-source licensing, internal use, technology transfer, the establishment of a spin-off enterprise, etc. The

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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, iHub shall have the right to commercialize such IP.

10.5 In the event iHub cannot, or decides not to, exploit any Intellectual Property which belongs to iHub, within a reasonable time frame, it shall forthwith notify the Creator(s) of the same. Upon such notification, the Creator(s) shall have the right to commercialize the said IP within a period of 12 months, unless otherwise agreed, failing which the right shall revert to iHub in perpetuity.

10.6 (a) With respect to IP which is exclusively owned by iHub or its Personnel, iHub 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 iHub 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 iHub, be obliged to refrain from any public disclosure of the Intellectual Property and to treat it as a know-how/trade secret. (b) In the 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, iHub may, in the public interest and at its sole discretion, decide to classify the IP as open source. (b) In the 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 iHub must be registered under applicable IP laws of India. Subject to the terms of a Collaboration Agreement, iHub 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 iHub, Creators and Collaborating Entities agree that the Creators shall make the applications to register the IP, then the Creator shall be solely liable for any erroneous or faulty application which limits the scope of the IP, including iHub's ability to commercialize the IP.

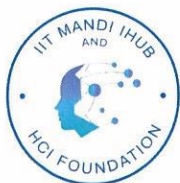
11.3 The IPAC shall be solely responsible to decide whether IP owned solely or jointly by iHub must be maintained by payment of requisite renewal fees as applicable under the law in various jurisdictions for the entire term of the application. With respect to IP which is exclusively owned by iHub or jointly with its Personnel, iHub may decide to not continue to maintain the IP applications in certain jurisdictions for reasons such as but not limited to prohibitive associated costs of maintaining the said IP / technology has become obsolete/ no traction found for commercialization found despite fair amounts of efforts/ lack of FTO / market irrelevance etc. In the case of Joint IP, such a decision may be taken only with the consent of the Collaborating Entity and/or all the relevant Creators.

12. Assignment and transfer of IP rights

12.1 iHub acknowledges that cooperation of the Creators is critical for the commercialization of any IP by iHub. Thus, the Creators shall extend all assistance to iHub in its efforts to protect and commercialize the IP.

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12.2 Pursuant to Section 10, each Creator and a Collaborating Party shall exclusively and irrevocably assign, transfer, convey or grant to iHub 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 iHub. iHub 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, iHub 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 with the right to commercialize an IP, fails to do so within the time period prescribed for such commercialization, iHub 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 iHub for any purpose, including for commercialization, the rights to such IP shall revert to iHub in perpetuity.

14. Publication of articles/papers relating to IP

14.1 iHub 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 with by the Creators before publishing any articles/research papers:

14.1.1 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;

14.1.2 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

14.1.3 due credits must be given to iHub and/or any entity that has supported the relevant research project through funding or other Resources.

14.1.4 In case the researcher/creator has left the iHub project / ceases to be associated with iHub then the conditions of section 8.4 shall be applicable for all publication of articles/papers related to Intellectual Property and a Cooling-off period of mandatory 6 months must be undertaken by the said Creator before publishing any results. IPAC retains the right to refuse consent if it is of the opinion that such publication will harm/impact the potential registration of the IP up to a period of 1 year following such an event.

15. Revenue Sharing

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

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15.2 Apportionment of revenue among Creators: In case an IP has been developed by more than one Creator, the apportionment of revenues between 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 the commercialization of Joint IP shall be distributed among iHub 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. iHub and the Collaborating Entity shall then be solely responsible for the transfer of revenue allocated to them to their respective Creators associated with the Joint Project.

15.4 Revenue sharing holiday:

15.4.1 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 the commercialization of the IP with iHub 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.

15.4.2 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 iHub on the other, in the generation of IP and in the commercialization of the IP.

15.4.3 The ratio of revenue share between iHub and Creators, to be applied 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 iHub 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 iHub 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, iHub 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, iHub may, at its sole discretion, assume control of the defence and the Collaborating Entity, if any, and the Creators shall extend all necessary cooperation to iHub in this regard. Provided that if iHub does not assume control of the defence 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 defence.

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16.3 Unless otherwise provided in the Collaboration Agreement, in the event iHub becomes aware of an infringement of any Joint IP, iHub may, at its sole discretion, file a claim for infringement against the person suspected of such infringement.

16.4 In the event iHub assumes control of the defence or decides to file for infringement under Sections 15.2 or 15.3 above, all the costs incurred for such defence 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 iHub, be required to enter into a non-disclosure agreement with iHub. Provided however that if the agreement governing the relationship between the Collaborating Entity or Creator and iHub (whether by way of an 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 iHub may enter into a Collaboration Agreement

18.2 The Creator(s) must immediately disclose and obtain explicit permissions, as and when required, in case of any conflict of interest with respect to future contractual agreements to be entered into by Personnel / Creators, which may adversely impact iHub's interest in registration or commercialization of its background or Joint IP, such conflicting agreements including but not limited to Contract research agreement/ Joint research agreement / Non-disclosure agreement/ Sponsored R &D agreement etc.

18.3 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 iHub 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 iHub and Creator(s).

20. Jurisdiction and Governing law

20.1 This Policy is governed by the laws of India. The courts of Mandi, 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 iHub, relating to the intellectual property policy of iHub, shall be deemed to be incorporated in this Policy by default.

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21.2 Compliance with applicable law: iHub 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 a 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 iHub Board, on an annual basis, to incorporate any change in applicable law or change in policies or strategy of iHub. Further, iHub may amend any provision of the Policy from time to time, which amendment must be notified to Personnel as soon as reasonably practicable.

21.6 Waiver of the Policy: iHub 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.

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