

IIT Tirupati Navavishkar I-Hub Foundation

Policy Document



Technology Innovation Hub (TIH)
in
Positioning and Precision Technologies (PPT)

About TIH at IIT Tirupati

Positioning and Precision Technologies (PPTs) are indispensable tools for monitoring, integrating, and analyzing spatially and temporally distributed resources to aid in effective decision-making across multiple domains. These technologies include remote sensing (non-invasive), Geographical Information Systems (GIS) and Global Positioning Systems (GPS). The Technology Innovation Hub (TIH) on PPT will provide a unique platform for researchers, industries, stakeholders, and end-users across multiple disciplines. The TIH aims to become a top contributor to many initiatives by the Government of India such as Make in India, Atmanirbhar Bharat Abhiyaan, and Start-up Ecosystem making India self-reliant in PPT. The IITT-TIH will operate as a not-for-profit Section-8 company, "IIT Tirupati Navavishkar I-Hub Foundation" (IITTNIF) (incorporated Dt: December 18, 2020).

IITTNIF is a new company with a limited number of full-time employees, the rest being consultants/ advisors. Since the requirement of the company is in PPT which is niche and limited to only a few, this policy is framed to guide in the process of quick and easy procurement due to the dynamic environment in the sector.

This policy document aims to provide a framework within which the company procures its requirement in a financially prudent manner without compromising its flexibility to deal with varied situations.

This procurement policy shall facilitate efficiency rather than create impediments in smooth and timely procurement while following accountability, financial propriety, and due diligence procedures.

This policy shall be reviewed and revised periodically based on the ever-changing nature of niche technology sector requirements.

IITTNIF POLICY GUIDELINES

To enable National Mission for CPS and PPT at Tirupati we have developed the IITTNIF policy document.

This document mainly enables the IITTNIF Foundation to function smoothly, and all the Organizational Level policies are clearly incorporated in line with Ministry of Corporate Affairs (MCA) guidelines.

However, we will continue to adopt the best practices from the industry and other HGB's time to time and try to incorporate them wherever they are suitable for our line of focus.

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RECRUITMENT POLICY & PROCEDURES

PART 1: Policy

1. Policy Statement

It is the policy of TIH for Position and Precision Technologies (IITTNIIF) to recruit and retain staff of the highest caliber with the qualifications and experience necessary to provide an efficient and effective service to the mission we support. This is achieved through the application of a detailed and transparent recruitment procedure and through the application of all relevant employment legislation. The short-listing, interview and recruitment process follows best practices in relation to equal opportunities. Selection for the appointment is based on merit.

2. Policy Purpose

The policy aims to outline the relevant steps in the recruitment process and assign individual responsibilities for each of these steps.

Shortlist: List of candidates who will be invited to interview.

3. Description of the terms

All staff & contractors involved in recruitment must adhere to this policy.

The Head of the Human Resource Division (HR) in discussion with CEO will amend this policy in the event of any changes. It will be brought to the notice of the BOD.

HR will ensure this policy is accessible. The Lead Person will liaise with HR in the recruitment process, including input into the selection of the Interview Panel.

PART 2: Procedures

4. Decision to Recruit

The recruitment process to fill a new or existing post will not commence without the approval of the CEO

5. Preparation of Job Description & Person Specification

In advance of a vacant post being advertised, the person indenting the position will prepare a specification and job description to support the recruitment and selection process with HR support.

If there is an existing job description for the post, HR should ensure that any changes that are deemed necessary are made in conjunction with the Lead Person.

6. Preparation & Placement of Advertisement

In general, HR will prepare the advertisement in conjunction with the Lead Person; however, for some new posts, it may be appropriate for the Lead Person to prepare it. In either case, HR will be responsible for the placement of the advertisement.

7. Shortlisting Process

The criteria to be used in short-listing prospective candidates are agreed in advance of the vacancy being advertised and are transparent and directly relevant to the post.

All applications will be screened for eligibility using essential qualifications, experience and skills criteria outlined in the person specification.

The first stage in the short-listing process is the screening stage, whereby applicants who do not have the required qualifications or otherwise fail to meet the essential standard for the post are eliminated.

The second stage is to reduce the number of qualified candidates if it is not practical to interview all applicants. This should be carried out by the Interview Panel using clear and consistent criteria. The Lead Person will inform HR of the outcome and, the latter will then communicate with unsuccessful candidates.

8. Correspondence to Shortlisted Interviewees

HR will be responsible for the preparation and transmission of all correspondence to be sent to those short-listed for interview. The correspondence should include the invitation to the interview, and the job description for the post.

HR will consult with the Lead Person regarding any need for special or unusual additions to routine correspondence. It will be essential that each candidate receives the same correspondence.

9. Confirmation of Interview Date

The Lead Person will arrange the interview date, and a date for short-listing, if appropriate.

10. Correspondence to the Interview Panel

The Lead Person in conjunction with the Human Resource Division (HR) will prepare the appropriate documentation for each member of the Interview Panel. This will normally include the job description for the post, the C.V./Application Form of each applicant, and the timetable for the interviews. The Interview Panel will also have access to a copy of this policy, via HR.

10.1 Interview Panel

- a) The Panel appointed to interview Candidates will have the relevant knowledge, experience, and skills to select the best possible candidate to fill the vacancy.
- b) The selection of the Interview Panel will be undertaken by the Lead Person in conjunction with HR. Interview Panels must consist of two people at least, one of which must have been involved in the short-listing process. The Interview Panel should include the Lead Person and/or a member of HR or nominated person. Consideration should be given to the selection of HGB member interviewer for senior posts in IITTNIIF
- c) One of the Interviewers will be appointed *Chairperson* of the Interview Panel, to direct the workings of the Panel, to ensure fair and proper procedures are followed, and to liaise with HR regarding the recommendations and decision of the Interview Panel.
- d) The results and decision of the Interview Panel will be communicated by the Chairperson of the Interview Panel to HR.

At the end of the interview process, the Chairperson will ensure that all documentation held by all members of the Interview Panel is returned to HR. It is recommended that any rough notes made by a member of the Interview Panel should not be retained after the selection process but should be destroyed by shredding.

10.2 Post Interview Correspondence

- a) Letters of regret will be posted to unsuccessful candidates.

10.3 Appointment of Candidate

- a) Before a Candidate can be appointed:
 - i. The Human Resource Division (HR) must be in receipt of verified references, one being their current/last employer as appropriate (IITTNIIF reserves the right to determine merit, appropriateness and relevance of such references and referees).
 - ii. HR will request and ensure receipt of proof of qualifications/registration before employment commences.
 - iii. HR will request and ensure receipt of required joining documents on the day employment commences.
- b) Offers of employment are made in writing. The compensation offered will be in line with IITTNIIF pay scale for roles and seniority as covered in the annexure and updated from time to time.
- c) Exceptions can be made in cases where the CEO along with one director agree that the right candidate for a role must be hired based upon competitive domestic or international industry standards. Such deviations should be noted by HR prior to offer and the CEO should inform the Board of Directors in the next meeting.

LEAVE POLICY

1. Policy Coverage

This leave policy (“**Policy**”) shall apply to all Employee engaged by IITTNIIF (“**Company**”). The company may amend this policy at any time, at its sole discretion. The Policy covers leave entitlement and the procedure to be followed to avail the leave.

2. Leave Year

The leave year of the company is calculated from 1st January to 31st December of every calendar year.

3. Different Types of Leaves under the Policy

3.1 Casual Leave:

- a) All Employee of the company are eligible for 10 days of sick/medical leaves in a year (assuming they are with the company for 12 months). These leaves are granted for situations where the Employee are not able to attend to work on medical grounds. It may be noted that sick/medical leave that Employee are entitled to, will not be carried forward to the consecutive leave year or be eligible for leave encashment under any circumstances.
- b) Sick leaves will be credited to Employee on a pro-rata basis depending on the time of joining in the year. Sick leave cannot be availed for more than 2 days at a stretch unless supported by a Medical Certificate.
- c) Any sick leave availed more than the maximum entitlement of 12 days will be offset against the earned leave balance, if any, or the Employee shall face a loss of pay for the excessive day(s) of leave availed.

3.2 Earned Leave:

- a) All Employee will be eligible for 30 earned leaves in a year (“EL”). However, in the event the Employee joins during the year, EL will be calculated on a pro-rata basis from the date the Employee joins the company.
- b) Unavailed EL can be accumulated and carried forward to the following year, subject to a cap of 10 days every calendar year. Employee may accumulate up to a maximum of 30 days of EL. Balance EL remaining unutilized as on 31st December will lapse.
- c) A minimum of 3 days advance notice and prior approval from the HR/reporting manager is required to avail EL.
- d) Employee is not entitled to EL during their probation period. EL accumulated during

probation may be availed only on completion of the probationary period.

- e) National/declared/festival/weekly off days can be prefixed and/or suffixed to EL.
- f) Intervening national/declared/festival/weekly off days will not be counted as part of the leave.
- g) Accumulated EL can be encashed at the rate of last basic pay during final settlement in case of resignation/retirement/termination.

3.3 Maternity Leave:

- a) All women Employee who has completed 80 days of service with the company are eligible for maternity leave.
- b) The maximum period for which Employee are entitled to maternity leave is for 26 weeks, of which not more than 8 weeks shall precede the date of expected delivery.
- c) The maximum period for availing the maternity leave for a mother of two or more surviving children shall be 12 weeks, of which not more than six weeks shall precede the date of her expected delivery.
- d) Commissioning Mother/ Adoption Leave:
 - A woman who legally adopts a child below the age of 3 months is entitled for a period of 16 weeks from the date the child is handed over to the adopting mother. This type of leave is applicable to 2 surviving children.
 - A woman who legally adopts a child above the age of 3 months is entitled for a period of 12 weeks from the date the child is handed over to the adopting mother. This type of leave is also applicable to 2 surviving children.
- e) The Employee should inform the HR department about her pregnancy a minimum of 2 months before proceeding on leave.
- f) The application should be supported by a medical certificate confirming the pregnancy and expected date of childbirth.
- g) Maternity leave may be combined with accrued EL with prior approval of the HR department.
- h) Leave may be extended for up to 6 months due to any pregnancy related complications, with loss of pay. In such event, Employee must produce a valid medical certificate from a registered medical practitioner along with her leave application and forward it to the HR

department a minimum of 2 weeks in advance.

- i) Unavailed maternity leave is non-encashable.
- j) The weekly offs and holidays falling during this period will be part of the leaves availed.
- k) Intervening national/declared/festival / weekly off days will be counted as part of leave.

3.4 Paternity Leave:

- a) All male employees in the company are eligible for paternity leave of 10 days before or within six months of the delivery/adoption of the child.
- b) The application should be supported by a medical certificate confirming the pregnancy and expected date of childbirth, or birth certificate of the child.
- c) Unavailed paternity leave is non-encashable.
- d) The weekly offs and holidays falling during this period will be part of the leaves availed.
- e) Intervening national/declared/festival/weekly off days will be counted as part of leave.

3.5 Loss of Pay (Sabbatical Leave):

- a) Loss of pay (“LOP”) can be applied for by Employee when no other leave is available and may be approved by the company only when such Employee is deemed to be unfit to perform his/her duties, or due to any other circumstances beyond the Employee’s control.
- b) During the period of LOP, the Employee is not entitled to any pay or allowance.
- c) A maximum of 3 months of LOP can be availed on the approval of the management (and only in exceptional cases like medical leave/sick leave, etc.)
- d) If the Employee fails to report to duty on the specified date after the sanctioned LOP, it is assumed that the Employee has abandoned their service with the company of their own accord.
- e) LOP can be implicated on disciplinary grounds with regard to attendance by the management regardless to the availability of the other types of leave.
- f) LOP days will not count towards EL eligibility.

3.6 National/Festival Holidays:

As per the holiday calendar of IIT Tirupati

Employee may also avail 2 days of optional holidays, which may be chosen based on the local/religious festivals that the Employee follow, but this will be prorated for the based on the date of joining the organization. Employee will also be eligible to a day-off with pay for voting in local assembly elections or the national general election.

4. Leave Application Procedure

4.1 The available leave balance is to be checked by the employee with the HR department/HRMS tool and the leave to be applied by duly filling up the leave application form in the HR portal.

4.2 The application will be forwarded to their reporting officer for approval. The reporting officer is authorized to either grant or disapprove the leave on valid grounds.

4.3 Sanction/ approval of leave is at the discretion of the reporting officer or HR.

4.4 No EL will be permitted during the notice period required in case of resignation.

5. Cancellation of Leave

If the employee wishes to cancel his/her leaves, he may do so by sending out a cancellation request through the HR portal. The leaves accounted will be reversed once the cancellation request is approved by the reporting manager or HR.

6. Absence of Duty

6.1 The Employee must report to his/her department head or HR on rejoining duty from absence and provide valid reasons for such absence in writing before taking up work again.

6.2 If an Employee is absent from duty continuously for more than 7 days (including any National/Festival/Declared/weekly off days which may fall in-between) without prior leave approval or proper intimation, an official correspondence from the HR department will be sent to him/her asking to report to duty and to provide explanation for his/her absence. If such an absence is repeated for more than two times in a year by an Employee, appropriate disciplinary action may be taken, and further enquiry may be conducted.

6.3 Based on the enquiry, any disciplinary action deemed fit will be taken by the management of the company.

6.4 If there is no response from the Employee within the stipulated time mentioned in

official correspondence, it would be assumed that the Employee has abandoned his/her service from the company on his/her own accord and would be treated and recorded accordingly.

7. Revision of Leave Policy

The company's leave policy is subject to revision from time to time, subject to Company policies and changes to applicable law. Implementation of any provision of the company's leave policy not explicitly covered herein will be at the discretion of the HR department.

For any queries/questions on the policy, please reach out to the HR department.

PROCUREMENT POLICY

1. Introduction: IITTNIF is a not-for-profit company registered under section 8 of the Companies Act, 1956. The company envisages research and development of Positioning and Precision Technologies in the fields of defence, atomic clocks, indoor mapping, image spectroscopy, remote sensing and GIS, precision agriculture etc. and to create a better world with inclusive and equitable access to these technologies. This entails development and implementation of various projects to fulfill the company's objectives. The organization utilizes its resources for procurement of goods, processes, services, technology, etc. to create products which it was envisaged for.

2. Procurement Policy: Procurement policy is a framework designed to provide for procurement of high standard goods, services, technology, processes at reasonably competitive cost, terms and conditions. Timely availability of material to projects is of prime importance for carrying out meaningful scientific research as well as for meeting the targets set for completion of various in-house & sponsored projects. The aim of the Procurement process would be to *procure best product/Process/ Service at most reasonable price in a time-bound manner.*

IITTNIF is a new company with most of the staff primarily being engaged in scientific research and translation activities and very few administrative staff. Since the staff would have very limited time available to devote to procurement, this policy shall serve for speedy procurement through simplified and standardized procedures. This policy shall govern all procurement of goods, processes, and services both within the country and from abroad.

3. Principles of Procurement: Procedures for procurement of Goods, services, and processes by IITTNIF would follow the principles of *Accountability, Reasonableness and Transparency*. The principles of procurement would be adhered to all times:

a) **Standards of Financial Propriety:** Every authority incurring or authorizing expenditure from public moneys should be guided by high standards of financial propriety. They should also enforce financial order and strict economy and see that all relevant financial rules and regulations are observed, by his own office and by subordinate disbursing authorities. They should exercise the same vigilance in respect of expenditure incurred as a person of ordinary prudence would exercise in respect of expenditure of his/ her own money. The expenditure should not be prima facie more than the occasion demands and should neither be directly or indirectly to his/her own advantage nor benefit a particular person or a section of the people.

b) **Responsibility of Financial Authorities:** The authorities delegated with the financial powers shall be responsible and accountable for bringing in efficiency, economy, and transparency in all matters relating to procurement.

4. Implementation of Principles of Procurement: To implement the Principles of Procurement, following procedures would be used:

- a) The procedures adopted for inviting offers should be fair and transparent.
- b) The Authorities shall satisfy themselves that the price of the selected offer is reasonable and consistent with the quality required.
- c) All Purchases shall be made in a fair manner and as far as possible on competitive basis, to secure best value for money.
- d) Specifications in terms of quality, type etc., as also quantity of goods to be procured, should be clearly spelt out keeping in view the specific needs of the company. The specifications so worked out should meet the basic needs of the organization without including superfluous and non-essential features to preclude unwarranted expenditure.
- e) At each stage of procurement, detailed considerations/ decision shall be placed on record, in precise manner.
- f) Procurement of goods, etc. shall not be split up to avoid the sanction of higher authority.
- g) Savings under one major head or sub head of account can be re-appropriated for procurement of items under another sub-head in case of exigencies with due approvals.

5. Items of Procurement: The items required to be procured under the ambit of the rules & procedures outlined in this policy shall mean and include goods, services, and processes as below (inclusive and not exhaustive): -

- a) **Positioning and Precision Technologies (PPT) related products:** PPT products or services would include computer hardware, software, cloud storage, drones, remote sensing sensors for terrestrial and airborne surveying, LIDAR, Ground Penetrating Radar, GPS, etc. Technology in the field of PPT is fast-changing, and obsolescence is very fast, hence expeditious procurement may be necessitated in such types of procurements.
- b) **Procurement of Innovation:** The company can procure innovation by seeking and encouraging innovative ideas and plans relating to the objectives of the company. Procurement of innovation shall also include process of innovation – research and development services - which create or develops ideas, processes which do not exist. These processes after development shall result in solutions. The company may describe its needs, prompting potential researchers to develop innovative products, services, or processes to meet the company's needs. The company may act as an early adopter or a facilitator of a startup or an entity and procure any product, process, or service either within its sphere of activity or in related sphere of activity. Such product, process or service may be new to the market or still not yet reached the market and contain substantially novel or innovative characteristics. The idea is to buy innovative new and early-stage goods, services, or processes. While procuring innovation the company shall ensure that process/service suppliers play a more proactive role in development

and delivery. Procurement of innovation can result in gain-sharing and exclusive rights agreements.

- c) Articles, material, commodities, general furniture/ laboratory furniture, fixtures, raw material, spares, instruments, machinery, equipment, stationery, and any other item meant for Research & Development, both standard and non-standard.
- d) Annual Maintenance Contracts of goods and equipment purchased or otherwise acquired for the use of the company.
- e) **Procurement of Services:** Specific Scientific & Technical Services viz, Professional consultant services, Computer & Network management, Software & web design Development services, Communication facilities etc.

6. Procurement Committee (PC): To expedite procurement and to ensure quality and standard of goods, the Chief Executive officer (CEO) may appoint a purchase committee. This PC would gather market intelligence and explore options of scale economy for securing better prices. The committee may also consider possibilities of outsourcing part of procurement under a project to a vendor who may secure better deals through market networks and tie-ups. For procurement cases where sanction would need to be accorded by CEO or by authorities delegated by CEO, the PC will comprise of at least three members: a senior employee as Chairman, the other two members being Financial Advisor and the Project Director. For procurement cases where sanction would need to be accorded by the Chairman Board of Directors or a nominee of the Chairman in the Board of Directors, the PC will comprise of at least four members: CEO as the PC Chairman, a senior employee, and the other two members being Financial Advisor and the Project Director. To bring uniformity and consistency along with due diligence in the process, the PC may be assisted by a designated administrative officer from the Finance/Administration department for clerical works like preparation of and compliance with standard conditions of RFP, opening of and scrutiny of the bid documents, preparation of comparative statement of tender, etc.

The committee shall have the power to make decisions and place their recommendations to the sanctioning authority. Following activities will be performed by PCs in various stages of procurement once Acceptance of Necessity (AoN) has been accorded by Sanctioning Authority:

- a) Preparation / finalization of Tender
- b) Issue /Amendments to Tender
- c) Extension of Bid opening date
- d) Establishing bench-marking cost for Price bids
- e) Opening of Price Bids
- f) Preparation of Comparative Statement of Bids (CSB) and Declaration of selected Bidder
- g) Cost analysis of quoted rates/ negotiations with selected bidder
- h) Submission of Report containing recommendations of Financial Advisor
- i) Preparation and finalization of draft Contract / Supply Order

7. Technical Committee: The CEO may also appoint a Technical Committee of not less than three members to technically evaluate the Bids received in response to the Tender. The Project Director would normally be the Chairman of this Technical Committee, and at least two other suitable Researchers/ Technical staff from across Project Teams would be the members of this committee to evaluate technical compliance of the Bids with respect to the requirements projected in the Tender document.

8. Prioritization for Purchase: The Purchase Committee will consult various heads of Divisions/Units, get their requirements for the year, and prioritize the list of purchases to be made in the following year in synchronization with the budget allocation. This document shall be named as Annual Procurement Plan (APP). All Purchases that are made during the year will be in accordance with the APP as far as feasible. However, depending upon the exigencies of requirement, the priority list for purchase may be amended with the approval of the Sanctioning Authority. Expenditure on Projects which have commenced/ committed should take priority in allocation of funds (unless abandoned).

9. Budget Provision: Procurement of material shall be based on Budget Provision and prioritization based on company's needs and priorities. To meet emergency requirements and purchases within the powers delegated, a certain amount in the budget may be kept as reserve. Such purchases should be made from within this reserve. Unspent balances under this head may be re appropriated for regular procurement.

10. Delegation of Procurement Powers: To bring expediency in the Procurement process, financial powers may be delegated by the CEO and Project Director. The extent of powers to be exercised in procurement shall be as defined in a supplementary document. Due to the dynamic environment of the sector and to enable the company to achieve its objectives, the powers delegated in this supplementary document would be subject to revision on as required basis as ratified by the HGB.

11. Modes of Procurement: The company may adopt any of the following modes of procurement (limits as laid down in the supplementary document):

- a) **Purchases without quotation:** Purchase of low value goods on each occasion may be made without inviting quotations or bids.
- b) **Request for Quotation (RFQ):** The Purchase of medium value goods shall be made by obtaining written quotations from at least 3 suppliers through a Request for Quotation.
- c) **Tendering:** The Purchase of high value goods shall be made by obtaining written quotations from at least three suppliers through a Request for Quotation. Tendering process would use one of the following routes for procurement:
 - i) **Open/Limited/Global Tender Enquiry (OTE/LTE/GTE):** OTE must be adopted for high value purchases by advertising. Limited Tender Enquiry (LTE) may be adopted instead of OTE on each occasion based on the recommendations of Purchase Committee as per requirements of speed of procurement, and/or sources of supply being known and possibility

of fresh source(s) beyond those being tapped is remote, and/or nature of item to be procured is such that pre-verification of the competence of the firms and their registration is essential. Normally, the number of supplier firms in Limited Tender Enquiry should be at least three. In case of LTE, copies of the bidding document should be sent directly by speed post/registered post/courier/ email to firms which are approved by the Sanctioning authority for procurement of the goods in question. Global Tender Enquiry (GTE), which is essentially the same as Open tendering, is to be resorted to for items of foreign origin, where competition from more than one source from different countries is envisaged. In case of GTE, copies of the tender enquiry may be sent to the Indian embassies abroad as well as the foreign embassies in India.

ii) **Single Tender Enquiry (STE):** On occasion the materials or the technology might be so specialized that there might be only one potential vendor, procurement from a Single Tender Enquiry may be resorted to in such cases with due justification of requirement.

iii) **Purchases on Proprietary basis:** Purchase of items having unique feature which is essential for R&D activity, and which is not available in any other similar equipment, procurement may be resorted to from the entity holding the Proprietary Article Certificate (PAC) in India or abroad without the need for following Tendering process with due justification of requirement.

d) **Emergency Purchases:** Unforeseen purchases required to be made at short notice in the event of a breakdown or crisis. Such purchase may be regarded to be a crisis purchase of minimum escapable value without the need for following Tendering process as laid down but rather with justified expediency in procurement process.

12. Other Major Aspects of Procurement Process. Some of other major aspects of procurement are as follows:

a) **Single and Two-Stage Bidding:** For stores available commercially off-the-shelf (COTS), where qualitative requirements and technical specifications are clear, non-complex, single commercial bid system may be followed. For purchasing high value goods processes or services of a complex and technical nature, the company shall invite bids through advertised tender which may be processed in two stages as under:

(i) **Stage 1.** Technical bid consisting of all technical details along with commercial terms and conditions

(ii) **Stage 2.** Commercial bid indicating item-wise price for the items mentioned in the bid (To be opened only for technically qualifying firms).

b) **Benchmarking:** Before scheduled negotiation, wherever considered necessary, it would be advisable to work out the estimated reasonable rate or the benchmark, to judge acceptability of the offer based on available information about same/ similar product/service/process.

c) **Quality and Cost Based Selection (QCBS):** QCBS is to be used for procurement of

consultancy services. In QCBS, initially the quality of technical proposals is scored as per criteria announced in the RFP. Only those responsive proposals that have achieved at least minimum specified qualifying score in quality of technical proposal are considered further. After opening and scoring, the financial proposals of responsive technically qualified bidders, a final combined score is arrived at by giving predefined relative weight ages for the score of quality of the technical proposal and the score of financial proposal. The RFP shall specify the minimum qualifying score for the quality of technical proposal and also the relative weight ages to be given to the quality and cost (determined for each case depending on the relative importance of quality vis-a-vis cost aspects in the assignment, e.g., 70:30, 60:40, 50:50 etc). The proposal with the highest weighted combined score (quality and cost) shall be selected. The weight age of the technical parameters i.e., non- financial parameters in no case should exceed 80 percent.

d) **Lack of competition:** Lack of competition shall not be determined solely on the basis of the number of bidders. Even when only one bid is submitted, the process may be considered valid provided following conditions are satisfied:

- i) the procurement was satisfactorily advertised, and sufficient time was given for submission of bids.
- ii) the qualification criteria were not unduly restrictive; and
- iii) prices are reasonable in comparison to market values

When an OTE/LTE/GTE results in only one effective offer, it shall be treated as a Resultant Single Vendor Situation (RSVS) which can be pursued with due justification and approval by the sanctioning authority depending upon how well the Tender was advertised/ received by the Bidders, how broad-based were the technical requirements and how time- critical is the procurement.

e) **Advance payment to supplier:** Ordinarily, payments for services rendered or supplies made should be released only after the services have been rendered or supplies made. However, it may become necessary to make advance payments in certain cases. The powers to sanction advance payment to suppliers shall vest with the Sanctioning authority on the recommendations/ justifications by the Purchase Committee and as per limits laid down from time to time.

f) **Use of Facilitator for Procurement.** The company may approach the original supplier of goods or equipment to act as a facilitator for procuring the required original equipment spares or parts and supply to the company. The company may adopt such method if it results in better price, quality or time saving vis-à-vis process of tendering.

g) **Need for Expeditious Processing:** It is imperative that the procurement process is fully responsive to the needs of the company and facilitates expeditious procurement so that requirements are met on time. It is, therefore, essential that all prescribed activities are undertaken expeditiously, and advice rendered within a specified time frame.

13. Code of Integrity: No official of the company or a bidder shall act in contravention of the following which includes:

a) Prohibition of

- i) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- ii) any collusion, bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- iii) any financial or business transactions between the bidder and any official of the company connected to tender or execution process of contract which can affect the decision of the Purchase Committee directly or indirectly.
- iv) making false declaration or providing false information for participation in a tender process or to secure a contract.

b) Disclosure of conflict of interest.

The company may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

14. Power to amend the procurement policy: Owing to the dynamic nature of the niche technology sector that the company is operating in, this procurement policy may be reviewed periodically, and company may at any time revise, modify, delete, amend, substitute any word, phrase or portion of this policy, with due approvals of the Hub Governing Board as soon as practicable.

Delegation of Financial Procurement Powers

No.

Dated

In exercise of the powers conferred under para 9(2) of the Tripartite agreement the Board of Directors hereby delegates the financial powers for procurement of goods, services, etc., as detailed in the Procurement Policy of IITTNIIF as under:

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Sl. No.	Monetary limit	Sanctioning Authority	Quotation/ Bid Process Requirements	Constitution of Procurement Committee (PC)	Deviation Approval
1	Up to Rs.25,000 (Twenty-five thousand)	Local Supervisor	Off the Shelf purchase & direct certification of bills/ Online Price Discovery		NA
2	Between Rs.25,001 and Rs.10,00,000 (Ten lakhs)	Operations Head (powers delegated by CEO) and Project Director	Minimum three Quotations/ Online Price Discovery	Three-member PC chaired by one Senior Employee, the other two members being Financial Advisor and Project Director	CEO and Project Director
3	Between Rs.10,00,001 And Rs. 5,00,00,000 (Five Crores)	CEO and Project Director	Tendering	Three-member PC chaired by one Senior Employee, the other two members being Financial Advisor and Project Director	Committee nominated by BoD
4	Above Rs.5,00,00,000 (Five Crores)	Chairman, Board Directors	Tendering	Four-member PC chaired by CEO, the other three members being one Senior Employee, Financial Advisor and Project Director	Board Directors

The procurement power will be exercised subject to the following conditions:

- (i) That the expenditure is incurred for the purpose for which funds have been allocated and the provisions of the procurement policy are strictly followed.
- (ii) That the expenditure does not exceed the budget provision.

These Procurement powers are subject to revision at any time due to the dynamic environment in the sector and to enable the company to achieve its objectives.

Chief Executive Office

IP POLICY

1. Introduction

IITTNIF is a Section 8 company, duly incorporated under the Companies Act 2013, having its registered office at IIT Tirupati, at Tirupati township, (“hereinafter referred to as “**IITTNIF**”) is an initiative of Indian Institute of Technologies 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 Positioning and Precision Technologies to create an ecosystem for technology development and deployment through collaboration with research and development institutions and industries, 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

“**IITTNIF 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 IITTNIF either in a direct or indirect way.

“**Background IP**” shall mean any Intellectual Property held by IITTNIF 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 IITTNIF.

“**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 during or pursuant to a Joint Project.

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

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

“**Policy**” shall mean this policy governing the Intellectual Property of IITTNIIF 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 IITTNIIF recognizes the need for encouraging the practical application and economical use of the results of research carried out at IITTNIIF 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 IITTNIIF or IITTNIIF Resources, though, *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), IITTNIIF 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 IITTNIIF.
- (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 research project.
- (d) Ensure timely and efficient protection and management of Intellectual Property created at or with support of IITTNIIF; 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 Dec 1st, 2021.

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

- (a) All persons associated with IITTNIIF, including researchers, consultants, advisors, employees of IITTNIIF, whether permanent or temporary or engaged on contract basis (“**Employee**”);
- (b) Students at universities/ colleges/ schools, associated with IITTNIIF including but not limited to students who have been offered a research grant by IITTNIIF;
- (c) Employees and team members of a start-up incubated or associated with IITTNIIF;
- (d) Collaborating Entity and its Employee; and
- (e) Other persons associated with IITTNIIF, 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 IITTNIIF projects or programs as a condition of their participating in IITTNIIF projects or research programs or their significant use of IITTNIIF 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 IITTNIIF 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 IITTNIIF,
- (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 IITTNIIF, 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 Positioning and Precision Technologies for their views where required.

6. Third Party Collaborations

6.1 In the event IITTNIIF 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**”), IITTNIIF 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 IITTNIIF, the Collaborating Entity and Creators, generated from commercialization of Joint IP.

6.3 Unless otherwise agreed, IITTNIIF 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 by IITTNIIF shall be considered valid and binding only when signed by the chairman of IPAC or the authorized signatory on behalf of IITTNIIF 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 Employee shall belong to IITTNIIF, unless otherwise specified in the employment/consultant agreement with such Employee, in which case the Intellectual Property shall be held by IITTNIIF and the Employee jointly.

7.2 Without prejudice to the generality of the foregoing, IITTNIIF will be the owner of the copyright on all the content including teaching materials, training programs and other related content created by Employee for external agencies, institutions and industry under the distance education programs conducted by IITTNIIF. IITTNIIF 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 Employee, in their personal capacity, shall be owned by such Employee.

7.3 The ownership of all Intellectual Property created during 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 considering, the contribution (technical, financial or administrative) of each of the parties towards development of the Joint IP.

7.5 IITTNIIF, 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 IITTNIIF to use such Background IP for the purpose of effectively

exercising IITTNIIF's rights in the Joint IP and for commercializing the Joint IP.

7.6 Notwithstanding the foregoing, IITTNIIF shall retain a non-exclusive, perpetual, free and irrevocable license to use all IP created using any IITTNIIF Resources (including Joint IP), solely for academic purposes such as teaching and research activities, subject to IITTNIIF 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 IITTNIIF, through an IP disclosure form specified by IITTNIIF. 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 IITTNIIF 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 IITTNIIF shall have exclusive rights to commercialize any IP owned solely by it or jointly with Creators. Unless otherwise specified in a Collaboration Agreement, IITTNIIF shall have exclusive rights to commercialize any Joint IP.

10.2 Subject to an agreement to the contrary, IITTNIIF 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 considering 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, IITTNIIF shall have the right to commercialize such IP.

10.5 In the event IITTNIIF cannot, or decides not to, exploit any Intellectual Property which belongs to IITTNIIF, 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 IITTNIIF in perpetuity.

10.6 (a) With respect to IP, which is exclusively owned by IITTNIIF or its Employee, IITTNIIF 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 IITTNIIF 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 IITTNIIF, 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, IITTNIIF 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 IITTNIIF must be registered under applicable IP laws of India. Subject to the terms of a Collaboration

Agreement, IITTNIIF 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 IITTNIIF, 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 IITTNIIF's ability to commercialize the IP.

12. Assignment and transfer of IP rights

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

Pursuant to Section 10, each Creator and a Collaborating Party shall, exclusively and irrevocably assign, transfer, convey or grant to IITTNIIF 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 IITTNIIF. IITTNIIF 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, IITTNIIF 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, IITTNIIF 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 IITTNIIF for any purpose, including for commercialization, the rights to such IP shall revert to IITTNIIF in perpetuity.

14. Publication of articles/papers relating to IP

14.1 IITTNIIF 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 IITTNIIF 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 IITTNIIF and Employee:* 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 IITTNIIF and its Employee after deducting the expenses incurred in IP protection and commercialization, shall be distributed among IITTNIIF and its Employee and in the proportion of 70% in favor of the Employee and 30% in favor of IITTNIIF.

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 considering 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 IITTNIIF 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 considering, the contribution (technical, financial or administrative) of each of the parties towards development and commercialization of the Joint IP. IITTNIIF 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 IITTNIIF 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, consider, *inter alia*, the relative contribution (technical, financial and administrative) of the Creators, on the one hand, and IITTNIIF on the other, in generation of IP and in commercialization of the IP.

(c) The ratio of revenue share between IITTNIIF 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 IITTNIIF 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 IITTNIIF 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, IITTNIIF 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, IITTNIIF 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 IITTNIIF in this regard. Provided that if IITTNIIF 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 IITTNIIF becomes aware of an infringement of any Joint IP, IITTNIIF, may at its sole discretion, file a claim for infringement against the person suspected of such infringement.

16.4 In the event IITTNIIF 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 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

All Collaborating Entities and Creators shall, prior to commencing their engagement with IITT-NIF, be required to enter into a non-disclosure agreement with IITTNIF. Provided however that if the agreement governing the relation between the Collaborating Entity or Creator and IITTNIF (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 IITTNIF 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

In the event of a dispute between the Creator(s) and IITTNIF 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 IITTNIF and Creator(s).

20. Jurisdiction and Governing law

This policy is governed by the laws of India. The courts of Tirupati, 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 February 24, 2021, executed among the Department of Science and Technology, Indian Institute of Technology Tirupati and IITTNIF, relating to the intellectual property policy of IITTNIF, shall be deemed to be incorporated in this policy by default.

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

21.6 Waiver of the Policy: IITTNIIF shall have the discretion to waive or vary any or all 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.