

Centre for Innovation and Entrepreneurship



MLR Institute of Technology

Laxma Reddy Avenue, Dundigal, Quthbullapur (M), Hyderabad – 500 043

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Innovation and Startup Policy (ISP)

(Revised Version of 2018)

Document No: MLRIT/CIE/Policy/AY2021-2022/P-01.1

Prepared by	Reviewed by	Approved by
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Policy Revision History

Date	Edition Number	Summary of Changes	Page Number
25.06.2017	Original	-	-
25.11.2021	First Revision	Thrust Areas for Innovation and startup policy was introduced with respect to National Innovation and Startup Policy 2019.	3 – 4
25.11.2021	First Revision	More Innovation and Startup Services were introduced in alignment with National Innovation and Startup Policy 2019.	5
25.11.2021	First Revision	ISP committee updated by including more domain experts and members in order to provide wide range of services.	6


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Policy on Innovation and startup

CONTENTS:

1. PURPOSE
2. SCOPE
3. POLICY STATEMENT
4. RESPONSIBILITIES AND IMPLEMENTATION METHOD
5. FEEDBACK
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1. PURPOSE:

MLR Institute of Technology (MLRIT) would like to promote Innovation and Entrepreneurship activities in the campus. Institute has to formulate Innovation and Entrepreneurship Policy (ISP) to establish processes and mechanisms for promotion of Innovation and Entrepreneurship culture. The ISP would play significant role in creation of innovation culture for nurturing Startups/enterprises of students (UG, PG, and Ph.D.), staff (including temporary or project staff), faculty, alumni and potential start up applicants even from outside the institutions

2. SCOPE:

The Innovation and Startup Policy promote Creativity, Innovation and Entrepreneurship among students, Alumni, Faculty and Industry and also facilitate hands-on practice on 21st century skills like Critical Thinking, Problem Solving, Design thinking, Technology and collaborations to provide better solutions for societal problems.

The ISP also commercializes sophisticated technology-based products to support National initiative schemes and to promote knowledge driven enterprises under organized guidance.

3. POLICY STATEMENT

The policy statements that promote Innovation, Entrepreneurship and Startup culture across all departments of the institution are stated as follows


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3.1 Short-term Goals:

- A. Develop critical thinking skills to motivate students and faculties with entrepreneurial abilities.
- B. Facilitate hands-on practice on 21st century skills, Problem Solving, Design thinking, Technology and collaborations to provide better solutions for societal problems.
- C. Build Innovation and Incubation ecosystem by providing resources available at the Institute.
- D. Develop in-house competency to serve potentiality to the incubators.
- E. Strengthen the intra and inter institutional linkage with ecosystem enablers at different levels.
- F. Define Key Performance Indicators (KPIs) for Entrepreneurial Performance Impact Assessment.

3.2 Long-term Goals:

- A. Provide Innovation, Pre-incubation, Incubation and startup facilities on the campus
- B. Conduct academic courses on Innovation, IPR and Start-ups
- C. Facilitate scientific and technical patent services for Incubators and Startups
- D. Accelerate Collaboration, Co-Creation and Technology Exchange and Commercialization.
- E. Emerge successful Innovations and Start-ups from the Institute
- F. Increase technical employment rate through self-employment by establishing Startups
- G. Create societal, ethical and technological entrepreneurs through National Innovation and Start-up Policy.

3.3 ISP - Thrust Areas

The following are the thrust areas in which competition need to be established to inculcate innovation, entrepreneurship and startup ecosystem in the institute.

- A. Strategies and Governance for Promoting Innovation & Entrepreneurship
 - o Creating Innovation Pipeline and Pathways for Entrepreneurs.
 - o Building Organizational Capacity, Human Resources and Incentives.
 - o Collaboration, Co-creation, Business Relationship and Knowledge Exchange.
- B. Norms for Faculty and Students Driven Innovations and Startups
 - o Incentivizing Students, Faculties and staff for Innovation and Entrepreneurship
 - o Facilitate Student and Faculty Startup
- C. Incubation & Pre-Incubation Facility Creation
- D. Facilitate IP Drafting, Filing and Ownership Rights for Technologies Developed at Higher Educational Institutions.
- E. Pedagogy and Learning Interventions for Entrepreneurship Development
- F. Entrepreneurial Performance Impact Assessment

3.4 Student support:

1. Induction program about the importance of Innovation & Entrepreneurship to be conducted starting from first year. So that freshly inducted students are made aware about the entrepreneurial agenda of the institute and available support systems.
2. Create Student clubs/bodies to organize competitions, boot camps, hackathons, workshops, awards, etc.
3. Support the student innovators in terms of providing Semester break, attendance, accommodation & address for their Incubation cell.
4. Innovation & Entrepreneurship Awards to recognize outstanding ideas, successful enterprises and contributors.
5. Innovation champions would be nominated within the students/ faculty/ staff for each department/stream of study.

3.5 Faculty Support:

- A. Identify and appoint the staff with strong innovation and entrepreneurial/ industrial experience, behavior and attitude to foster Innovation and Entrepreneurship culture.
- B. Develop strategies for faculties and departments of the institutes to work in coherence and cross-departmental linkages.
- C. Faculty and staff shall encourage doing courses on innovation, entrepreneurship management and venture development.
- D. Allow faculty and staff to take off for a semester/ year as sabbatical/ unpaid leave/ casual leave/ earned leave for working on their startups and come back.

3.6 Course design in MS/MBA/PGDM:

- A. Creating awareness among the students through teaching methods that should include case studies on business failure and real-life experience reports by start-ups.
- B. Conduct pedagogical changes that ensure maximum number of student projects and innovations are supported around real-life challenges.
- C. Facilitate short-term/ six-month/ one-year part-time entrepreneurship training.
- D. Design courses in a variety of areas including technology development, ideation, creativity, design thinking, fund raising, financial management, cash-flow management, new venture planning, business development, product development, social

entrepreneurship, product costing, marketing, brand-development, human resource management as well as law and regulations impacting a business.

3.7 Networking or Collaborating Support:

- A. Institute shall link the startups to other seed-fund providers'/ angel funds/ venture funds or itself may set up seed-fund once the incubation activities mature.
- B. Provide support to the students, faculty and alumni who have potential in pre-startup phase and link their start-ups and companies with wider entrepreneurial ecosystem.
- C. Organize networking events that create a platform for the budding entrepreneurs to meet investors and pitch their ideas.
- D. Establish a Start-up and Entrepreneur ecosystem with Collaboration, Co-creation, Business Relationships and Knowledge Exchange.

3.8 Innovation and Startup Services:

The following are the services that can be offered to the stockholders to promote the ISP thrust areas in the campus.

- A. Information dissemination on product ideas/technologies
- B. Organize Innovation and Entrepreneurial Activities
- C. Access to facilities of the Host Institute (HI) for product development
- D. Market survey / Marketing assistance
- E. Facilitate Business Planning and Training
- F. Organize Investor connects
- G. Provide workspace for a limited period
- H. Facilitate legal and IPR services

4. RESPONSIBILITIES & IMPLEMENTATION METHOD

A committee has been formed by identifying the experts having expertise and experience in the domain of innovation, IPR and startup to start the work of policy formation and implementation of guidelines at the institute. The ISP expert committee is formed with following members.

S. No	Role	Responsibilities
1	Principal, MLRIT	Chairman
2	Head, CIE	President

3	Head, IPFC	Convener
4	Mr. KC Choudhury	Domain Expert
5	Dr. Zahoorullah S Md	Domain Expert
6	Dr. Ramjee Pallela	Domain Expert
7	Mr. Bhubesh Kumar	Domain Expert
8	Dr. Nandita Sethi	Domain Expert
9	Mr. Vijaya Bhaskar	IP Consultant and Legal Advisor
10	Mr. S Shanmugam	Entrepreneur
11	Dr. P Chandrasher	Entrepreneur
12	Head, S & H	Member
13	Head,	Member
14	Dr. N. Chandra Sekhar Reddy	Member
15	Dr. M S N Gupta	Member
16	Prof: M Venkateswar Reddy	Member
17	Dr. A Sudhakar	Member
18	Dr. N V Rajashekhar Reddy	Member
19	Dr. P Madhuravani	Member
20	Dr. M V Narasimha Rao	Member

- A. The Chairman, President and Convener of ISP expert committee can formulate policy ISP implementation committee with coordinators from various departments of the institution. The implementation committee could take the responsibility of the implementing the ISP policy in the campus by formulating Standard Operating Procedure (SOP) and play the significant role in organizing the activities required to promote the ISP policy.
- B. The SOP of the ISP policy is shown in Annexure 1. The SOP can act as guidelines to implement the ISP policy and inculcate Innovation, Entrepreneurship and Startup culture among the aspirants / Stockholders of the Institution.
- C. The ISP expert committee can review the policy implementation for every academic year and suggest the necessary actions for sustainability of the policy.

5. FEEDBACK

The ISP expert committee and Implementation committee shall take the feedback from its stockholders for every academic year and refine the SOP for making the ecosystem more vibrant in promoting the ISP policy in the campus.

6. RELATED LEGISLATION AND DOCUMENTS

Appendix I – Standard Operating Procedure of Innovation and Startup Policy.

Appendix II – National and startup Policy


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Appendix I

STANDARD OPERATING PROCEDURE (SOP) FOR IMPLEMENTATION OF INNOVATION AND STARTUP POLICY

BACKGROUND:

MLR Institute of Technology has formulated the Innovation and Startup Policy as per AICTE and UGC norms to inculcate Innovation, Entrepreneurship and Startup culture in the institution. As per the policy a Standard Operating Procedure (SOP) need to be created to promote the policy statements in the campus and benefit its stockholders.

GUIDING PRINCIPLES:

1. As per guidelines from ISP expert committee, the Chairman, President and Convener of ISP can constitute ISP implementation committee with minimum one faculty and one student from each department of the institution. The ISP implementation committee is attached as Annexure – I.
2. As per the ISP policy guidelines, Institute has created the facility for establishing Innovation, Entrepreneurship and Startup ecosystem in the campus and the facility is named as **Centre for Innovation and Entrepreneurship**. The facilities of Centre for Innovation and Entrepreneurship are attached as Annexure – II.
3. As per the ISP policy guidelines, the ISP implementation committee has formulated the list of **Innovation and Startup Activities** that can be conducted to promote the Innovation and Entrepreneurship services for the ISP thrust areas.

Innovation and Startup Activities:

- A. Ideation workshops – Problem Identification, Creative Thinking & Innovation
- B. Awareness Talks – Awareness talks on Innovation, entrepreneurship and startup mindset / opportunities.
- C. Skill Development Programs – Identify student skill gap and develop their skill sets for current trends.
- D. Faculty Development Programs – Create awareness on emerging Technologies, Innovation and Entrepreneurship.
- E. Technology Acceleration Programs on Emerging Technologies & Projects – Hands on practice on industry 4.0 technologies to convert innovation into prototypes.
- F. Boot Camp/ Maker space Acceleration Programs for Product Development - Training and Mentoring to convert innovations / prototypes into marketable products.
- G. Industry and Academia Programs – Conduct industry-oriented skill development programs and Interaction with industry mentors.
- H. Innovation Challenge (Project Competitions & Hackathons) – Apply Science, Engineering and Mathematical skills to generate solutions for Societal problems
- I. Pitch fest for seed fund – Interface to investor network to demonstrate products and get seed funds.
- J. Startup Accelerator – Mentoring for Product Development, Business Plan Preparation and Growth strategy for student startups.
- K. Innovation Protection & IPR – Support in IPR drafting and filing.

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4. Conduction of Innovation and Startup activities can be proposed by implementation committee and get approval by head of the institution through note for approval. The sample format for note for approval is attached as Annexure – III.
5. Approved Innovation and Startup activities can be promoted to the the aspirants through the circular/poster/brochure that have schedule, learning outcomes and registration procedure. The sample format of circular/poster/brochure for activity promotion is attached as Annexure – IV.
6. Enrolment to the Innovation and Startup activities can happen against to the circular/poster/brochure through online/offline mode.
7. The Innovation and Startup activity can be conducted as per the schedule stated in the circular/poster/brochure and attendance can be recorded. The sample format for the attendance record is attached as Annexure – V.
8. Innovation and Startup activity report can be prepared after its successful completion. The sample format for Innovation and Startup activity report is attached as Annexure – VI.
9. The implementation committee can have review meeting on its functions at every quarter. The format for implementation committee Minutes of Meeting is attached as Annexure – VII.

DOCUMENTATION:

Annexure I – List of ISP implementation committee.

Annexure II - Facilities of Centre for Innovation and Entrepreneurship


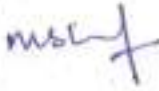
Annexure III - Sample format of note for approval for activity conduction.


Annexure IV - Sample format of circular/poster/brochure for activity promotion.

Annexure V - Sample format of the attendance record of an activity.

Annexure VI - Sample format of Innovation and Startup activity report

Annexure VII - Sample format of implementation committee Minutes of Meeting

S. No	Role	Name	Designation	Signature
1	Prepared By	Dr. V. Mahendra	Head-CIE	
2		Dr. A Vivek Anand	Professor	
3		Mr. Laxma Reddy	Associate Professor	
4	Reviewed By	Dr. M. Sathyanarayana Gupta	Head – IQAC	

Approved By	Dr. K. Srinivas Rao	
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Centre for Innovation and Entrepreneurship



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Document No: MLRIT/CIE/SoP/AY2020-2021/P-01

CIE- Startup SOP Version-2021

STANDARD OPERATING PROCEDURE

CIE- Startup

Draft Prepared by: Dr. V.
Mahendra

Approved by: GB
Issued by: Principal
Date: 27-12-2021



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STANDARD OPERATING PROCEDURE (SOP) OF
CENTRE FOR INNOVATION AND ENTREPRENEURSHIP TO
IMPLEMENT INNOVATION AND STARTUP POLICY

BACKGROUND:

MLR Institute of Technology has formulated the Innovation and Startup Policy (ISP) as per AICTE and UGC norms to inculcate Innovation, Entrepreneurship and Startup culture in the institution. As per the policy, a Standard Operating Procedure (SOP) needs to be created to promote and implement the policy statements in the campus and benefit its stakeholders.

SCOPE:

Standard Operating Procedure for Centre for Innovation and Entrepreneurship to implement Innovation and Startup Policy that facilitates innovation ecosystem and mentor student startups towards real ventures.

GUIDING PRINCIPLES:

1. As per guidelines from ISP expert committee, the Chairman, President and Convener of ISP can constitute ISP implementation committee with minimum one faculty and one student from each department of the institution. The ISP implementation committee is attached as Annexure – I.
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- H. Innovation Challenge (Project Competitions & Hackathons) – Apply Science, Engineering and Mathematical skills to generate solutions for Societal problems
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DOCUMENTATION:

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2	Reviewed By	Dr. M. Sathyanarayana Gupta	Head - IQAC	

Approved By	Dr. K. Srinivas Rao	
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Document Number: MLRIT/R&D/IPFC-Policy/AY2019-2020/P-0101.1



MLRIT - IP POLICY



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MAY 1, 2020

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MLRIT – IP Policy

ARTICLE 1 - PREFACE

1.1. Context and Institution Mission

- 1.1.1. The core mission of the MLR Institute of Technology is to promote IP awareness and to provide best IP services to Staff Members, Students and Visitors.
- 1.1.2. The Institution is committed to ensuring that Intellectual Property (IP) emanating from its Research activities is used in support of the objectives set out in its [Research Policy, 2019], and in accordance with its legal obligations, for the benefit of the Institution, MSME, startups, professionals from academics / research institutes, entrepreneurs and researchers

1.2. Purpose of the IP Policy

- 1.2.1. **Promotion of IP utilization.** The intent of the IP Policy is to facilitate the widespread use of, through various modalities of access to, the Institution's IP.
- 1.2.2. **IP management.** The IP Policy seeks to set the framework for the translation of the IP arising from the Institution's Research into products, services and processes. It encourages Staff Members, Students and Visitors to become Creators and to identify IP with potential commercial value. It also establishes clear rules and procedures for the management and Commercialization of such IP generated at the Institution.
- 1.2.3. **Balance of interests.** The IP Policy seeks to ensure the legal protection, where applicable; effective management and Commercialization of Institution IP; while at the same time not impeding with the traditions of education and scholarship, academic freedom, open and timely publications, Institution sovereignty, and the Institution's mission serving the public interest.

1.3. Overall Principles

The Institution operates under the following overall principles:

- 1.3.1. **Responsible Commercialization.** Where IP arises that has commercial potential as a result of Research, the Institution intends to make such IP available in a form that will most effectively promote its development and use for economic and social benefit.
- 1.3.2. **IPR-Filing.** The Institution wishes to recognize and reward Staff Members, Students and Visitors by providing fund for IPR filing whose IP generates a demonstrable socio- and/or economic impact.
- 1.3.3. **Local development.** The Institution encourages Research that responds to the local, regional and national needs. In its efforts to Commercialize Institution IP, the Institution shall seek to optimize the economic and societal benefits for industry from

India and to provide technical consultation to convert their ideas into secured marketable products.

ARTICLE 2 - DEFINITIONS

Without prejudice to any applicable laws, in this Policy the definitions set out below shall apply:

Appointment. A formal agreement for a Visitor at the Institution, which is a prerequisite to participate in or conduct Research, scholarship, creative work, or teaching at the Institution.

Author. Any person to whom this Policy is applicable, who individually or jointly with others makes a design, a mark or copyrightable work and who meets the criteria for authorship under the IP laws of India.

Background IP. Any pre-existing IP created before the execution of any Research Project, or prior to a Creator becoming subject to this IP Policy, by virtue of Appointment in the case of a Visitor, employment contract in the case of a Staff Member, or registration in the case of a Student.

Commercialization. Any form of utilisation of IP intended to generate value, which may be in the form of a marketable product, process or service, commercial returns, or other benefit to society. **Commercialize** is similarly defined.

Commercialization Entity. A company that has access to the IP of the Institution, through any one or more of the available Commercialization modes, to produce new products, processes or services. This can be a spin-off or start-up.

Conflict of Commitment (COC). Any situation in which an individual Staff Member's or Visitor's primary professional loyalty is not to the Institution because the time devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their employment contract of Appointment, respectively.

Conflict of Interest (COI). Any situation in which real or perceived interests of an individual Staff Member, Visitor or Student may run counter to the interests of the Institution or negatively affect their employment or duties.

Course Materials. All materials used in, or in connection with, and for the purpose of, teaching an education course through the provision of lectures, tutorials, seminars, workshops, field or laboratory classes, assessments, practicum and other teaching activities conducted by the Institution; and all IP in such materials.

Creator. Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to the creation of IP and who meets the definition of 'inventor', 'author' or 'breeder' as generally implied in the IP laws of India.

Enabler. Any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by Creators - and as such may not be listed themselves as an author or inventor in terms of statutory IPRs - mainly through the execution of standard tasks or



following through on specific instructions, but without whose practical contribution the Commercialization would not have been possible.

Genetic Resources (GRs). "Genetic material of actual or potential value." Genetic material is defined as "any material of plant, animal, microbial or other origin containing functional units of heredity". Some GRs are linked to traditional knowledge (TK) through their use and conservation by indigenous peoples and local communities, often over generations, and through their widespread use in modern scientific Research. Examples include medicinal plants, agricultural crops and animal breeds.

Intellectual Property (IP). All outputs of creative endeavour in any field at the Institution for which legal rights may be obtained or enforced pursuant to the law. IP may include:

- a) literary works, including publications in respect of Research results, and associated materials, including drafts, data sets and laboratory notebooks;
- b) teaching and learning materials;
- c) other original literary, dramatic, musical or artistic works, sound recordings, films, broadcasts, and typographical arrangements, multimedia works, photographs, drawings, and other works created with the aid of Institution resources or facilities;
- d) databases, tables or compilations, computer software, preparatory design material for a computer program, firmware, courseware, and related material;
- e) patentable and non-patentable technical information;
- g) designs including layout designs (topographies) of integrated circuits;
- h) plant varieties and related information;
- i) trade secrets;
- j) know-how, information and data associated with the above; and
- k) any other Institution-commissioned works not included above.

Intellectual Property Rights (IPRs). The proprietary rights that may be granted for an invention, mark, design, plant variety, or other type of IP, should the statutory requirements for protection be met to result in a patent, trade mark, registered design or plant breeders' right, respectively.

Invention. A new product or process involving an inventive step and capable of industrial application.

Inventive Step. A feature of an invention that involves technical advance as compared to the existing knowledge or having economic significance or both and that makes the invention not obvious to a person skilled in the art

Inventor. Any person to whom this Policy is applicable, who individually or jointly with others makes an invention and who meets the criteria for inventorship under the Patent Act, 1970.

IP Disclosure Form. The form [provided in Annex I] to be completed by Creators and submitted to IPFC to document their creation.

IP Committee. The body [provided in Annex II] within the Institution, which is responsible for overseeing the drafting, implementation, monitoring and evolution of the Policy, and for providing strategic oversight of the IPFC.

IP Facilitation Centre (IPFC). The centre responsible for day-to-day management of all IP-related activities of the Institution.

IP Policy Template (or Template). This *WIPO Intellectual Property Policy Template for Universities and Research Institutions*, to be used together with its *Guidelines for Customization*.

Net IP Revenue. Gross IP Revenue less IP Expenses.

Open Educational Resources (OER). Teaching, learning and Research materials that reside in the Public Domain and that have been released under an open license that permits their free use or modification by others.

Policy. This MLRIT-IP Policy.

Public Disclosure. The communication of information, relating to IP, to external parties. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; examination of a thesis; demonstration of an Invention at a trade show, or the industrial application of an Invention.

Public Domain. The freely accessible public realm in which works that are not protected by IPRs, either because the rights have been forfeited or because the rights have been expired, are thereby held by the public at large and available for all to use without permission from the Creator or owner.

Research.¹ Any creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society, and the use of this stock of knowledge to devise new applications. It comprises three activities: basic research, applied research and experimental development.

Research Contract. Any type of agreement between the Institution and an external party or research sponsor, concerning Research, which could result in IP being created at the Institution. This shall include, but is not limited to, all sponsorships, donorships and collaborations with the external party or research sponsor.²

Research Project. Any project that forms the basis of Research undertaken by the Institution and includes projects undertaken by a Student, under the supervision of a Staff Member or a Visitor, as part of a research degree program.

Scholarly Works. All copyright works which are the outputs of academic Staff Members, Students or Visitors, including Research, creative and other outputs in area(s) of his/her expertise. It does not include Course Materials

IPFC In-charge. The person at the Institution in-charge for IPFC who facilitate IPR drafting and filing.

Staff Member. Any person who is under a contract of employment with the Institution including academic, research, technical, administrative and adjunct staff, whether full-time or part-time or on a temporary basis.

¹ Definition from the *Frascati Manual*

² For details as to the difference between sponsorships, donorships and collaborations, and how the IP ownership clauses may change, see the *Guidelines*, Article 9.

Student. Any student registered for an approved course at the Institution.

Substantial Use. Extensive [unreimbursed] use of the Institution's resources which include but are not limited to facilities, equipment, human resources or funds. Not included is routine use of libraries and/or office space.

Trade Secret. Confidential information not publicly available that has commercial value because of its confidential nature, and which the owner has taken reasonable efforts to keep secret.

Traditional Knowledge (TK). A living body of knowledge resulting from intellectual activity in a traditional context, which includes know-how, practices, skills, and innovations. TK embodies the traditional lifestyles of indigenous peoples and local communities and is transmitted from generation to generation, often forming part of the cultural and spiritual identity of the community. TK is not limited to any specific technical field, and may include agricultural, environmental and medicinal knowledge. TK also often encompasses knowledge associated with Genetic Resources.³

Visitor. Any person who is neither a Staff Member nor a Student of the Institution who engages in work at the Institution, including visiting professors, adjunct and conjoint professors, teachers, researchers, scholars and volunteers; and who concludes an Appointment agreement with the Institution.

ARTICLE 3 – SCOPE OF THE POLICY

- 3.1. **IP.** This Policy applies to all IP generated at the Institution, in particular by Staff Members, Students and Visitors.
- 3.2. **Background IP.** Upon commencing employment, enrolment or an Appointment, Staff Members, Students and Visitors must declare any existing IP they wish to exclude from the application of this Policy due to creation prior to their employment, enrolment or Appointment at the Institution.
- 3.3. **Applicability.** This Policy applies to all Staff Members, Students and Visitors who participate in a Research Project or produce Scholarly Works. Rights and obligations under this Policy shall survive any termination of employment, enrolment or Appointment at the Institution.
- 3.4. **Binding effect of the Policy.** This Policy constitutes an understanding that is binding on the Institution, Staff Members, Students and Visitors, once adopted by the Board or Senate of the Institution, on the following grounds:
 - 3.4.1. **Staff Members.** The Institution shall ensure that the employment contract or other agreement establishing any type of employment relationship between the Institution and Staff Members includes a provision placing Staff Members under the scope of this Policy.

³ There is not yet an accepted definition of "traditional knowledge" at the international level. The proposed definition is provided for the purposes of this Template.

- 3.4.2. **Students participating in a Research Project.** The Institution shall ensure that Students participating in a Research Project sign an agreement before commencing the project, to the effect that they have read and will comply with the provisions of this Policy, according to Article 5.2.5, WIPO.
- 3.4.3. **Visitors.** The Institution shall ensure that Visitors sign an agreement before commencing any activity at the Institution. Such agreement shall place the Visitor under the scope of this Policy and shall make reference to this Policy, a copy of which will be made available to the Visitor.
- 3.4.4. **Informed consent.** This Policy shall be included on the Institution's website. In addition, a reference to this Policy shall be made in [the terms and conditions of enrolment of Students], academic catalogues or their equivalent. Said reference shall be in sufficient detail to enable the full text of the Policy to be easily accessed.

ARTICLE 4 – GOVERNANCE AND OPERATION

4.1. IP Committee

- 4.1.1. **Purpose.** The Institution shall establish an IP Committee to oversee the implementation and evolution of this Policy and provide strategic guidance to the IPFC.
- 4.1.2. **Composition.** The IP Committee shall consist of Professors of various domain, chaired by the Head of the Institute (Principal).
- 4.1.3. **Responsibilities.** The IP Committee is the ultimate decision making body in the determination of an IP management and Commercialization strategy for a particular IP.
- 4.1.4. **Meetings.** The IP Committee shall establish regular meetings and also be available for *ad hoc* meetings.

4.2. The IP Facilitation Centre (IPFC)

- 4.2.1. **Purpose.**
- To assist the Institution in managing and Commercializing its IP in a form that will most effectively promote its development and use for economic and social benefit.
 - To promote IP awareness camp/talk and to provide best IP services to beneficiaries (MSME, startups, professionals from academics / research institutes, entrepreneurs and researchers)
- 4.2.2. **Responsibilities.** The responsibilities of the IPFC shall include, but are not limited to:
- a. To provide best IP services from searching and drafting of Specifications to grant of IPRs and technical consultation to convert their ideas into secured marketable products.


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- b. To provide a platform for prior art searching/mapping for various forms of IPRs. (Patent, Industrial Design etc.,)
- c. To facilitate assistance in patent assignment draft for commercialization and technology transfer.
- d. To assist enforcement and defences in cases of infringement of Intellectual Property rights

ARTICLE 5 - OWNERSHIP OF IP AND RIGHTS OF USE

5.1. IP Created by Staff Members

- 5.1.1. **Institution ownership.** The Institution owns all IP created by a Staff Member:
 - a. in the course and scope of his/her employment; or
 - b. making Substantial Use of the Institution's resources.
- 5.1.2. **Staff Member ownership.** Staff Members will own/co-own the IP they have created when such IP:
 - a. is outside the course and scope of their employment and without Substantial Use⁴ of the Institution's resources;
 - b. vests in Scholarly Works (see Article 5.5, WIPO);
- 5.1.3. **IP emanating from Research Contracts.** In the absence of provisions to the contrary in any national law [Or: where there is no Substantial Use of the Institution's resources], the terms of the Research Contract will regulate ownership of IP created by Staff Members in the course of a Research Project that forms part of a Research Contract, as set out in Article 7.
- 5.1.4. **Appointment of Staff Members at another Institution.**⁵ It is the responsibility of each Staff Member that holds an honorary or other academic or research appointment at another institution (Host Institution) to bring to the attention of the Host Institution, including its IPFC, his/her obligations in terms of this Policy, prior to the tenure at the Host Institution. To the extent that the Host Institution's IP Policy makes a claim on IP created by the Staff Member pursuant to such appointment, the Staff Member shall ensure that the Host Institution negotiates a suitable IP arrangement with the Institution.

5.2. IP Created by Students

- 5.2.1. **Student ownership.** IP created by a Student in the course of study at the Institution (including theses, dissertations and other Scholarly Works) will be owned by the Student. This is in contrast to IP created by a Student in a Research Project, as per Article 5.2.3 below.
- 5.2.2. **Theses or dissertations.**
The Student must submit his/her final thesis or dissertation to the Institutional repository.

⁴ Use will be deemed not Substantial if minimal overhead costs have been incurred by the Institution (such as the use of office space, the library, facilities or traditional desktop computers); only a minimal amount of time has been spent using significant Institution facilities; or the IP has been written or developed in the personal (unpaid) time of the Creator.

⁵ This means that such Staff Members are a visitor at another institution.

- 5.2.3. **Institution ownership.** IP emanating from a Student's Research Project shall be owned by the Institution in the following circumstances:
- if the IP is created by making Substantial Use of the Institution's resources (excluding supervision) and there is no re-imbursment agreement concluded between the Institution and the Student; or
 - if the Research carried out by the Student forms part of the Institution's Research Projects.
- 5.2.4. **IP emanating from Research Contracts.**⁶ The terms of the Research Contract shall regulate the ownership of IP created by a Student in the course of such Research Contract, as set out in Article 8 WIPO.
- 5.2.5. **Institution ownership responsibilities.**⁷ If the Institution is the owner of IP created by a Student, in terms of Article 5.2.3 or Article 5.2.4 WIPO, and hence created in terms of a Research Project or Research Contract, respectively, the Institution shall:
- provide the Student with an explanation of the reasons for the assignment of IP rights to the Institution;
 - advise the Student to seek independent advice regarding the assignment;
 - obtain a deed of assignment from the Student for all IPRs emanating from the Student's Research Contract or Research Project, where relevant, in return for revenue sharing as provided for in Article 10 WIPO; and
 - withdraw the Student from the Research Project or Research Contract if a Student elects not to assign the relevant IPRs to the Institution.
- 5.2.6. **Bursaries/scholarships.** An external party that grants a bursary or scholarship to a Student may elect to own the IP created by that Student in the course of his/her study at the Institution provided the Student and the Institution have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable local or national law.
- 5.2.7. **Student Owned IP.** IPFC may, upon agreement, provide Commercialization services to Students for their IP.
In this event, Students may be required to assign their IP to the Institution and will be afforded the same rights and obligations as Staff Members under this Policy.

5.3. IP Created by Visitors

- 5.3.1. **Institution ownership.** Unless otherwise agreed to in writing by the Institution and the Visitor's home institution prior to the tenure at the Institution, Visitors are required to assign to the Institution any IP:
- created in the course and scope of their Appointment at the Institution; or
 - created by making Substantial Use of the Institution's resources.
- 5.3.2. **Institution IP.** On departure from the Institution, a Visitor must sign and submit to IPFC an IP Disclosure form disclosing any IP created, as per Article 5.3.1 WIPO, whilst at the Institution.

⁶ That is, if the Student is participating in a Research Project under a Research Contract between the Institution and an external entity or research sponsor.

⁷ See also Article 3.4.2 of this Policy.



5.4. Special Rules for Course Materials

- 5.4.1. **Institution ownership.** The Institution will own the IP in Course Materials created by a Staff Member or a Visitor, with the exclusion of Course Material that is created from or for Open Educational Resources, in accordance with Article 5.7.1 WIPO.
- 5.4.2. **Licensed by the Institution.** With the express prior written permission of the Institution, such licence may be utilised for commercial purposes outside the Institution.

5.5. Special Rules for Scholarly Works

- 5.5.1. **Publication.** The Institution recognises and endorses the rights of Staff Members, Students and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible Institutional IP shall first be cleared by IPFC after having an opportunity to protect such Institutional IP according to Article 8 WIPO.
- 5.5.2. **Institutional repository.** Staff Members, Students and Visitors should endeavour to obtain publishers' permission to include published Scholarly Works in the Institutional repository [whether as a published edition or in pre-publication form].
- 5.5.3. **Licensed to the Institution.** Staff Members, Students⁸ and Visitors shall grant to the Institution a non-exclusive, royalty free license to use their Scholarly Works for the Institution's [administrative, promotional,] Research and teaching purposes.

5.6. Moral Rights

- 5.6.1. **Recognition.** The Institution undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works.⁹
- 5.6.2. **Rights granted.** The Institution acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:¹⁰
- the right of attribution of authorship in respect of the copyright works;
 - the right not to have authorship of the copyright works falsely attributed; and
 - the right of integrity of authorship in respect of the copyright works.
- 5.6.3. **No waiver.** The Institution will not require Staff Members, Students or Visitors to waive their moral rights as a condition of employment, enrolment, Appointment or funding.

5.7. Public Domain

- 5.7.1. **Public Domain.** Institution IP forms part of the Public Domain in the following circumstances:
- if a Research Contract provides that the Research results be placed into the Public Domain; or

⁸ This obligation can be enforced against Students through a provision in the Student registration form in terms of which the licence is granted to the institution.

⁹ This article must be adapted in accordance with national law.

¹⁰ The list of rights granted needs to be adapted to the moral rights recognized in national law.

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- b. if Staff Members or Visitors made use of OERs or resources licensed through Open Source or Creative Commons Licences¹¹ and the licensing conditions require release of derivatives into the Public Domain.

- 5.7.2. **Release into the public domain.** The Institution will release IP into the Public Domain in the following circumstances:
- a. where it is deemed to be in the public interest;
 - b. if the IP has low commercial or other development potential and low prospects of fostering the development of new products or services; or
 - c. if deemed necessary by the Institution.

ARTICLE 6 – PUBLICATION, NON-DISCLOSURE AND TRADE SECRETS

- 6.1. **Right of publication.** The Institution encourages and supports the right of Creators to decide if and when to publish their Research results, in accordance with Article 5.5 WIPO above.
- 6.2. **Non-disclosure for IP protection.** In conjunction with the right of publication, Creators should be aware that premature Public Disclosure may result in loss of IP protection rights¹². Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, according to Article 8 WIPO, and shall consult IPFC before making any Public Disclosure of potential Institution IP.
- 6.3. **Trade Secrets.** The Institution may designate certain confidential information as a Trade Secret, owned by the Institution. In that event, all Creators will be obligated to maintain secrecy of the Trade Secret and to follow the direction for management of the Trade Secret by IPFC.

ARTICLE 7 – RESEARCH CONTRACTS


- 7.1. **Authority.** Staff Members, Students and Visitors shall not have the right to enter into a Research Contract with external parties on behalf of the Institution unless they are authorized to do so by an official representative of the Institution.
- 7.2. **Due diligence.** Persons acting for and on behalf of the Institution shall exercise all due diligence and consult IPFC when negotiating and signing contracts that may affect the Institution's IPRs.
- 7.3. **Government rules.** The appropriate legal representative of the Institution will be consulted in this respect before signature of any Research Contract unless this responsibility has been delegated to IPFC by the Institution.

¹¹ Creative Commons is a non-profit corporation dedicated to making it easier for people to share and build upon the work of others within the framework of national copyright laws. The Creative Commons suite of free copyright licenses provides a simple, standardized way to give users permission to share and use creative and scholarly work. Such licenses allow Creators to stipulate which rights they reserve, and which rights they waive for the benefit of others.

¹² Patents provide protection for technical inventions but there are strict procedures and rules which must be followed. A patent cannot be granted if the invention has already been disclosed and so care must be taken to avoid premature disclosure before the patent application has been filed.

- 7.4. **Approval.** Before signing, the full copy of the proposed Research Contract and other legal statements concerning the Institution's IPRs shall be submitted to IPFC for advice and approval by the Principal, unless this responsibility has been delegated in writing to IPFC by the Institution.
- 7.5. **Basic Principles.** The IP clauses in all Research Contracts shall be governed by the following basic principles:
- 7.5.1. **Concluded from the outset.** A Research Contract must be executed in writing and signed by the Institution and the external party(ies)/sponsor(s) prior to the commencement of any Research Project and, as appropriate and without limitation, must contain terms relating to ownership, management and use of IP arising from the Research Project as well as any Background IP.
- 7.5.2. **Background IP.** All Institution Background IP must be properly recorded and declared prior to the commencement of a Research Contract and belongs to the Institution. Similarly, Background IP of the external party/sponsor, belongs to such party or sponsor. Use of such Background IP requires express written permission.
- 7.5.3. **Foreground IP (IP arising from the Research Contract).** IP generated pursuant to a Research Contract by Staff Members, Students or Visitors shall be governed in terms of the above provisions relating to IP generated by these parties. The general rule is that such IP shall be owned by the Institution.
- 7.5.4. **Co-owned Foreground IP.**
- a. **Terms for co-ownership.** Co-ownership of IP generated pursuant to a Research Contract shall be in accordance with national legislative provisions, failing which, as mutually agreed contractually.
- b. **Costs for protecting and maintaining co-owned IP.** The costs for protecting and maintaining any IPRs shall be shared between the Institution and the external party(ies)/sponsor(s) as mutually agreed contractually.
- 7.5.5. **Serendipitous IP¹³.** Any IP created during the course of the Research Contract which falls outside of scope of the Research Contract shall be owned by the Institution or the external party(ies)/sponsor(s) which developed such IP, unless agreed contractually otherwise in the Research Contract.
- 7.5.6. **Right of first refusal to the IP.** The Research Contract may include provisions giving the external party(ies)/sponsors, a right of first refusal to Commercialize the IP emanating from the Research Contract, through a license or joint venture arrangement or assignment.
- 7.5.7. **Publication delay.** It is the strict policy of the Institution to allow Creators freedom to publish their work. However, the Institution acknowledges that delays in publication for the purpose of initiating statutory protection of the IP is often necessary. In this regard, the Institution will agree, on a case-by-case basis, to a contractual delay in publication by Creators. Such delay

¹³ Results are serendipitous when research that was originally funded for one purpose turns out to be useful for another purpose.


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will not exceed typically 90 calendar days from the date IPFC is notified of the intent to publish, unless authorized by the IPFC In-charge.

- 7.7.8. **Use of the IP for Research and teaching.** In instances, where the Institution IP is licensed exclusively or assigned as part of the Research Contract, all efforts should be made to secure a royalty-free license for use of the IP for on-going Research and teaching purposes.
- 7.6. **Exceptions to the Policy.** In certain cases, it may be necessary and/or beneficial to the Institution to enter into a Research Contract that contains exceptions to the provisions of this Policy. Any such exceptions require prior, written approval from the Principal.

ARTICLE 8 – DETERMINATIONS BY THE IPFC

8.1. Responsibility to Disclose IP

- 8.1.1. **Recording.** Creators shall keep appropriate records of their Research in accordance with the Institution's applicable policy procedures and make reasonable efforts to ensure that only those individuals within the Institution who have a need to have access to such records for the performance of their duties are granted such access.
- 8.1.2. **IP Disclosure.** Where a Creator identifies potential IP resulting from his/her Research [or that of his/her team], he/she shall disclose such potential IP to IPFC promptly by means of an IP Disclosure Form.
- 8.1.3. **Complete disclosure.** Creators must provide to IPFC such full, complete and accurate information as IPFC may reasonably require to enable it to sufficiently assess the technical and related features and functions, ownership, commercial potential and IP protection that might be applicable to such IP. Upon complete disclosure, the IP Disclosure will be registered and assigned a reference number and IPFC will share this reference number with the Creators to signify that the IP Disclosure has been formally received by the Institution.
- 8.1.4. **[Optional Clause – Disclosure Clause for IP related to GRs and/or TK].** When potential IP has been developed using GRs and/or TK, the IPFC shall require its Creators to disclose relevant information, in accordance with national legislation.
- 8.1.5. **Ownership.** Creators shall be required to formally assign any right, title or interest they may have in that IP to the Institution in the form of a contract that specifies the rights that will accrue to the Creator(s) and the Institution and the obligations they will have to assist the Institution with the Commercialization of that IP.

8.2. Determination as to IP Protection and Commercialization

- 8.2.1. **Evaluation and recommendation.** IPFC will analyse the information disclosed in the IP Disclosure within usually 60 days. The analysis will include: whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator.

- 8.2.2. **Decision to protect/Commercialize.** The Institution will decide, as soon as reasonably practicable, whether or not it wishes to protect and/or Commercialize the IP. IPFC will use all reasonable efforts to notify the Creator(s) of the Institution's decision within 60 days of the IP Disclosure.
- 8.3. **Institution Elects not to Protect /Commercialize the IP**
- 8.3.1. **IP abandoned or not Commercialized.** The Institution reserves the right not to protect or Commercialize IP that it owns if after consultation with the Creators:
- there is no reasonable prospect of commercial success;
 - it is not deemed to be in the best interest of the Institution; or
 - it is not deemed to be in the public interest.
- 8.3.2. **Transfer of Ownership.** In the event the Institution decides not to pursue IP protection and/or Commercialization, it will take steps to return said IPRs to the Creator(s), contingent on any other superseding contract rights of external party(ies)/sponsor(s).
- 8.3.3. **Terms and conditions.** If the Institution assigns IPRs to the Creator in terms of this Article 8.4.5 WIPO, the assignment may be subject to one or more of the following terms and conditions:
- that upon Commercialization, the Institution be compensated for any expenditure it may have incurred in connection with the protection and/or Commercialization of such IP; and/or
 - that the Institution be granted a non-exclusive, royalty-free licence to use the IP for Research and teaching purposes.

ARTICLE 9 - COMMERCIALIZATION OF IP

- 9.1. **Determination of the Commercialization Strategy.** Within usually 6 months of the decision to protect or Commercialise the IP under Article 8.3.2 WIPO, the Institution will determine, with input from the Creators, the most appropriate Commercialization strategy.
- 9.2. **Assistance to IPFC.** Creators of IP which has been selected for IP protection and Commercialization by the Institution must provide IPFC with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and Commercialization of the IP.
- 9.3. **Sovereignty and Cooperation.** The Institution shall have the sole discretion regarding the Commercialization of IP owned by it. The Commercialization of Institution IP will be planned, executed, and monitored by IPFC.
- 9.4. **Commercialization Pathways.** Modes of IP Commercialization may include:
- license, either exclusive or non-exclusive, and variations thereof;
 - assignment (sale);



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- c. formation of a Commercialization Entity to which the IP is licensed or assigned in terms of this Policy;
 - d. non-profit use or donation;
 - e. joint ventures;
 - f. royalty free access on humanitarian or other grounds; or
 - g. various combinations of the above.
- 9.5. **Guidelines.** Regardless of the mode of IP Commercialization, the transaction will be executed in a contract which:
- a. protects the interests of the Institution;
 - b. retains rights for the Institution to use the IP for educational and research purposes;
 - c. assures that the IP will be utilized in a manner which will serve the public good;
 - d. assures that the IP will be developed and brought to the marketplace as useful goods and services; and
 - e. prohibits the "shelving" or "mothballing"¹⁴ of the IP or its use in any illegal or unethical manner.
- 9.6. The Institution will endeavour to Commercialize IP in a manner that enhances local, regional, and national economic development.

ARTICLE 10 - IP PORTFOLIO MAINTENANCE

- 10.1. **Recording and monitoring.** IPFC shall maintain records of the Institution's IP in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP, and shall, within a reasonable time, inform the Principal to make such payments.
- 10.2. **Accounting.** IPFC shall maintain income/expense accounting records on each IP.

ARTICLE 11 - CONFLICTS OF INTEREST AND CONFLICTS OF COMMITMENT

- 11.1. **Commitment to the Institution.** Staff Members' and Visitors' primary commitment of time and intellectual contributions should be to the education, research and academic programs of the Institution.
- 11.2. **Best Interests of the Institution.** Staff Members and Visitors have a primary professional obligation to act in the best interests of the Institution; they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.
- 11.3. **Agreements with External Parties.** It is the responsibility of all Staff Members and Visitors to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply in

¹⁴ Shelving or mothballing of academic IP refers to IP and invention disclosure bundles that remain unexplored, unlicensed or unused.


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particular to private consultancy and other research service agreements concluded with external parties. Each individual should make his/her duties and responsibilities clear to those with whom such agreements may be made and should ensure that they are provided with a copy of this Policy.

- 11.4. **Disclosure of External Activities and Financial Interests.** Staff Members and Visitors shall promptly report all potential and existing Conflict of Interest (COI) or Conflict of Commitment (COC) to the appropriate Institutional authority, in compliance with applicable COI/COC policies. The decision must be approved by a high level academic functionary.

ARTICLE 12 - DISPUTE

- 12.1. **Violation.** Breach of the provisions of this Policy shall be dealt with under the normal procedures of the Institution, and in accordance with the relevant provisions of laws and regulations in force.
- 12.2. **Dispute Resolution.**
- 12.2.1. Any internal disputes or questions of interpretation arising under this Policy must in the first instance be referred to IPFC for consideration and mediation by the IP Committee.
- 12.2.2. If the matter cannot be resolved by the IP Committee within one month, then the dispute or question of interpretation must be referred to the Principal.
- 12.2.3. The Principal may at their sole discretion refer the matter to Institution's Executive Committee for arbitration as final arbiter of any disputed issues or for final determination.
- 12.3. **Appeal.** Individuals covered by this Policy shall have the right to appeal the application of any aspect of this Policy to the IP Committee.

ARTICLE 13 - AMENDMENT

- 13.1. **Revision.** This Policy may be amended at any time by a decision of the IP Committee. In this case:
- all IP disclosed on or after the effective date of such amendment shall be governed by the Policy as amended; and
 - all IP disclosed prior to the effective date of the amendment shall be governed by the Policy prior to such amendment, provided that the provisions of the Policy (as amended) shall apply to all IP licensed or otherwise Commercialized on or after the effective date of any such amendment regardless of when the IP is disclosed.

Annexure - I

INVENTION DISCLOSURE FORM (IDF)

(IDF are treated as confidential until the application filed)

1. Title of Invention

2. Inventors

(a) Full Name of the Inventor: Organization: Position: Citizenship: Address: Mob. No: Email:
(b) Full Name of the Inventor: Organization: Position: Citizenship: Address: Mob. No: Email:

3. Stage of development of invention

- (a) Idea/Concept
- (b) Early stage
- (c) Proof of concept
- (d) Prototype
- (e) Industry interest/use

4. Is the patent to be filed for product/process?

5. Field of Invention

6. What problem does this invention solve?

7. Detailed Description of the Invention

8. Technical Applications

9. Was the invention developed using any research grants/contract funds? Yes/No

If Yes, provide details:

We confirm that the details furnished in respect of this Invention / Technology are correct and agree to the request for filling of an application patent with the names of the inventors as proposed above.

Date:

Name and Signature of the Inventors

Annexure – II

IP Committee

1. Dr. K Srinivas Rao – Principal and IPFC Chairman
2. Dr. A Vivek Anand – Professor and IPFC In-charge
3. Dr. Mahendra Vucha – Professor and IPFC Co-ordinator
4. Dr. T Arunkumar – Professor and IPFC Co-ordinator
5. Dr. Satyanarayana Gupta – Professor and HoD AERO
6. Dr. N Chandra Sekar Reddy – Professor and HoD CSE
7. Dr. SVS Prasad – Professor and HoD ECE
8. Dr. G Kiran Kumar - Professor and HoD IT
9. Prof. M Venkateshwar Reddy - Professor and HoD MECH
10. Dr. Radhika Devi - Professor and HoD H&S
11. Dr. Sudhakar Reddy - Professor and HoD EEE
12. Dr. M V Narasimha Rao - Professor and HoD MBA