



**INDRAPRASTHA INSTITUTE of
INFORMATION TECHNOLOGY DELHI**

INTELLECTUAL PROPERTY POLICY

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(This IP Policy is derived from currently available IP Policies from IIT Delhi, IIT Madras and IIT Kanpur, with primary content taken from the IPR Policy from IIT Delhi)

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INDRAPRASTHA INSTITUTE *of*
INFORMATION TECHNOLOGY DELHI

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1. Introduction

1.1. PREAMBLE

Indraprastha Institute of Information Technology (hereafter referred to as “IIIT-Delhi” or as the “Institute”) is a Technical University established by Govt. of NCT of Delhi by an act of Delhi Government empowering it to do research and development and grant degrees.

Intellectual Property includes any Patent, know-how, design, specification, flow-chart, formula, source-code, software, copyright on software, inventions, processes, methods, techniques, know-how, trade secrets, discoveries, improvements, concepts, and trademarks.

This Intellectual Property Policy document provides guidelines and rules that govern various aspects related to Intellectual Property at IIIT-DELHI, including its disclosure, ownership, protection, transfer, and waiver of rights to it. It outlines mechanisms that enable IIIT-DELHI’s faculty, students, staff, and visitors to protect any Intellectual Property created by them.

1.2. DEFINITIONS

Patent is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem.

Copyright is an exclusive right given to the author of the original literary, architectural, dramatic, musical, and artistic works; cinematograph films; and sound recordings.

Trade/Service mark means a mark capable of being represented graphically and which can distinguish the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours.

Industrial Design means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.

First Party – Indraprastha Institute of Information Technology, Delhi (IIIT-DELHI).

Second Party- Faculty, Supporting staff, Project staff and Students of IIIT-DELHI.

Faculty means a person professionally qualified to carry out teaching and research at IIIT-DELHI as a full-time employee, Adjunct or Visiting faculty appointed by IIIT-DELHI.

Supporting Staff means a person employed full-time or part-time by IIIT-DELHI to support the research, development, teaching and other supporting activities (including administrative activities) of IIIT-DELHI.

Student means a person who has registered or enrolled as full-time student, part-time student, casual student or exchange student from other universities and colleges.

Project staff means a person employed temporarily on a contract under a research project, consultancy or any other activity carried out by IIIT-DELHI.

Third Party- Any governmental or non-governmental organization with whom the First or the Second Party interacts for any activity with/without exchange of consideration in cash or kind.

Activity- Activities related to teaching, research, consultancy, generation and dissemination of information carried out by a person or an Institution independently, or collaboratively.

Inventor(s) – A person or a group of persons responsible for creating an IP. In case, creation of IP is associated with more than one inventor, one of them, from IIIT-DELHI, would function as a Lead Inventor.

Visitor- A person either from India or abroad visiting under a collaborative activity or associated work at IIIT-DELHI. It is expected that the visit has been approved by competent authority of IIIT-DELHI.

Work for hire- The work (or a product) originated from IIIT-DELHI and is meant for the specific purpose of IIIT-DELHI and produced by (a) an author during his/her employment at IIIT-DELHI or (b) non-employee under contracted work by IIIT-DELHI.

Work Commissioned/Outsourced - work commissioned by IIIT-DELHI to a creator or group of creators either employed by IIIT-DELHI or invited from outside IIIT-DELHI with or without any consideration in cash or kind. Typical examples of IIIT-DELHI commissioned works are: a. Design work, b. Artistic Work, c. Engineering/Architectural Models, d. Computer Software, e. Reports based on surveys and analysis, f. Video works.

Associated Agreement – document created with mutual consent of involved parties defining the rights, roles and responsibilities of each of the parties, for example, Memorandum of Understanding (MoU), Memorandum of Association (MoA), Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), etc.

Non-Disclosure Agreement (NDA)/Confidentiality Agreement -The agreement intends to protect proprietary or confidential information among the parties involved in executing a NDA.

2. OWNERSHIP OF INTELLECTUAL PROPERTY

2.1. INTRODUCTION

Activities may lead to generation of new Intellectual Property (IP) which needs to be protected, developed, transferred and commercialized. To facilitate its protection, further development, and possibility of commercialization, the ownership of a newly created IP must be clearly defined.

An owner of an IP has the rights to enter into transactions of IP such as licensing, selling, assigning of IP or engaging in any other similar activity, to earn revenue or any consideration accruing from such an activity and retain, share and utilize the revenue so earned.

Owning an IP involves a process defined by law and has costs associated with it. Each country has its own process and fee structure. An Owner needs to acquire ownership rights separately in each country by paying necessary fee and associated expenses. Retaining the ownership involves payment of maintenance fee as per the prescribed schedule over the life of the IP.

2.2. TYPES OF ACTIVITIES LEADING TO GENERATION OF IP

IIIT-DELHI engages itself in different types of Research and Development (R&D) activities including the following, which may generate intellectual property(ies):

- a. Research taken up by a faculty/student/project staff/supporting staff /visitor in the normal course of his/her appointment/engagement at IIIT-DELHI (this would include research projects undertaken by students under the supervision of the faculty member);
- b. Research taken up by a faculty/student/project staff/supporting staff/visitor from funds coming from a sponsor such as Government of India, state governments, international agencies, or foreign governments, etc.;
- c. Collaborative research undertaken with other institutions including government departments and agencies, PSUs and private companies located in India;
- d. International collaborative research with institutions and companies located outside India;
- e. Research supported by companies and other private organizations through research projects or consultancy assignments; and
- f. Any combination(s) of the above

Ownership of IP in the above mentioned situations may not be defined/ specified in the same way. The ownership definitions for different types of IP and other relevant aspects are described in Section 2.3.

2.3. DETERMINING OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

(A) Intellectual property is owned wholly or exclusively by IIIT-DELHI if:

- a. It has been developed either solely with the use of funds / facilities provided by IIIT-DELHI or with a mix of funds/facilities of IIIT-DELHI and external agencies but without any formal associated agreement
- b. It has been developed with the use of external funds / facilities, including, that of sponsored research and consultancy projects without any associated agreement.
- c. It has been developed under any contract arrangement including “work for hire”, work commissioned and/or outsourced by IIIT-DELHI.
- d. It has been developed pursuant to a written agreement where ownership has been transferred to IIIT-DELHI. Examples are work assigned to programmers, writers of IIIT-DELHI publications, etc.
- e. It is not assignable to an individual or a specific group of identifiable contributors, i.e. software or technology or process developed over a period of time with contribution from different individuals of / for IIIT-DELHI.

(B) Intellectual property can be owned by Third party (ies) (exclusively or jointly with IIIT-DELHI) if:

- a. It has been developed with external funding from Third party(ies) including sponsored research, consultancy projects and other collaborative activity(ies) with a formal associated agreement.
- b. It has been developed without external funding from third parties under collaborative project(s) or activity(ies) with Third party(ies) with associated agreement(s).
- c. It has been developed out of the work carried out by IIIT-DELHI faculty/student/project staff/supporting staff during their visit to a Third party Institution/organization.

For sharing of IP in case of sponsored research and consultancy projects or any other collaborative activity, the following guidelines shall be followed:

- (i) If the funding agency allows IIIT-DELHI to own the IP, then IIIT-DELHI may share its rights with other Third party(ies) subject to their respective contribution.
- (ii) In case of funds provided by an agency of Government of India, the ownership shall be decided in compliance with the ownership clauses defined by the funding agency at the time of approval of the activity(ies).
- (iii) In case of funds provided by a non-government agency - the ownership may be shared between IIIT-DELHI and funding agency. The sharing may take into

consideration relative contributions of parties involved as well as any background IP with respective parties. Waiver of joint ownership can be considered by IIIT-DELHI on recommendation(s) of the involved Inventor(s) or Lead Inventor based on the adequacy of compensation provided to IIIT-DELHI.

- (iv) For a multi-country/multi-institutional collaborative project, there must be an explicit agreement defining the ownership of IP generated. Normally, IP will be shared among only those parties that contribute towards creation of IP through direct involvement of their human/other resources.

(C) The Intellectual property can be owned by the Inventor(s) if:

None of the situations defined above for IIIT-DELHI or Third party ownership applies, and the IP is unrelated to the inventor's engagement with IIIT-DELHI. For faculty and staff, the engagement implies responsibilities associated with employment.

2.4. COPYRIGHT OTHER THAN SOFTWARE

(A) The copyright owned by the author(s):

The copyrights is owned by the authors for textbooks, research books, articles, monographs, teaching- learning resource materials and other scholarly publications unless restricted by an associated agreement. These may also include popular novels, poems, musical composition, other works of artistic imagination, etc.

(B) The copyright owned by IIIT-DELHI:

The copyright is owned by IIIT-DELHI if the work is created under any contract (same as described under Clause (A) of Section 2.3).

(C) The copyright re-assignable to Authors:

Copyright works that are normally assignable to IIIT-DELHI may be reassigned to the author on request of the author provided it does not violate any agreement with Third party and does not intervene/harm the interests of IIIT-DELHI.

(D) The Copyright owned by student

- (i) Copyrights of thesis, dissertations, term papers, laboratory records, and of other documents that are produced by a student during the course of his/her study will reside with the student unless restricted by an associated agreement and/or research carried out using facilities that have come to IIIT-DELHI with pre-imposed IP protection restrictions.
- (ii) For claiming ownership of copyright for thesis and dissertations, the student(s) has/have to declare that the thesis does not include any information that needs IP protection by IIIT-DELHI.
- (iii) Further, any IP generated (other than copyright) out of the work carried out by the student would be covered as per Clause (A) and Clause (B) of Section 2.3.

- (iv) If any such work could not be protected before submission of the thesis, concerned inventors should take steps to protect the IP within a period of six months of submission of thesis.

2.5. TRADE AND SERVICE MARKS

Trade and service marks related to goods and services involving IIIT-DELHI will be owned by IIIT-DELHI. Use of IIIT-DELHI's name through trademark makes users obligated to certain standards and accountability described later in Section 3.3.

2.6. WAIVER OF IP RIGHTS BY IIIT-DELHI

Subject to any associated agreement and with appropriate approval from the sponsor, IIIT-DELHI may waive its rights to specified intellectual property in favour of the inventor so as to enable the inventor to seek funding or other support for the purpose of commercialization, or the Institute assessment doesn't favour IP protection. Such waiver of ownership in favour of the inventor(s) can be considered-

- (a) if it is established that such ownership of the inventor would be essential to enable dissemination of benefits of the invention to the society, or
- (b) if IIIT-DELHI decides not to pursue the protection of IP within a period of six months of complete disclosure by the inventor to IIIT-DELHI. The decision to pursue or not to pursue should be communicated to the inventor within a period of three months of complete disclosure by the inventor to IIIT-DELHI.

In all cases, unless explicitly agreed to, IIIT-DELHI shall normally retain a perpetual, royalty-free license to use the intellectual property and any corresponding IP for research, educational and commercial purposes.

3. TRANSFER AND USE OF IP

Commercialization of IP is generally carried out via licensing or assignment. A licensing agreement is a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty) whereas assignment of IP involves transfer of ownership irrevocably and permanently to the assignee by the assignor (www.wipo.int).

3.1. DISCLOSURES and ASSIGNMENT OF RIGHTS

- a. For all IP created at IIIT-DELHI, the inventors will be required to disclose their IP to the administering entity using the IPDF (Intellectual Property Disclosure Form) (see Annexure IP EVALUATION COMMITTEE (IPEC) AND ITS ROLE)
- b. The inventor shall assign the rights of the disclosed IP to IIIT-DELHI before leaving the Institute and will agree to the terms and conditions for the sharing of any financial benefits received by the Institute by commercialization of such IP.

3.2. POLICY FOR IP LICENSING AND ASSIGNMENT

Licensing intellectual property to a third party is the most common modality for technology transfer leading towards commercialization. There are various modes of licensing strategy including the following:

- Exclusive licensing: The licensor licenses the IP only to one licensee. In other words the licensee is the only one authorized by the licensor to use and exploit the IP. Even the licensor is excluded from using and exploiting the IP.
- Sole licensing: In this case also, the licensor licenses to only one licensee. However, under this licensing, the licensor can also use and exploit the IP.
- Non-exclusive licensing: In this type of licensing, the licensor is permitted to enter into agreements with more than one entity for use and exploitation of the IP. In other words, the same IP may be used by many licensees at the same time for the same purpose or for different purposes.
- Sub-licensing: Sub-licensing is applicable when a licensee wishes to further license the IP to another party(ies).

Given the breadth of research and development taking place at IIIT-DELHI and diversity of the IP so created, each license agreement is somewhat unique to the technology being transferred. The following guidelines are applicable to license agreement with a Third party:

- In general, no entity shall be granted exclusive right for the development/commercialization of intellectual property owned by IIIT-DELHI.
- If an entity is granted exclusive rights with respect to a particular IP, the same should be for a limited period to obviate the possibility of misuse/no-use.
- Sub-licensing must be specified whether it is permitted or not, and even if permitted, whether the consent of the licensor is required or not should be clearly stated in the license agreement.
- IIIT-DELHI and its inventors should be protected and indemnified from all liability arising from development and commercialization of a particular intellectual property.
- Wherever applicable, it should be ensured that the licensing process does not restrict the research/publication rights as well as incorporation of necessary material in the thesis of the associated student inventor(s).
- Will not place restriction(s) beyond the inventor(s) on IIIT-DELHI from entering into research and development in the same area independently or with other organization(s).
- Will have the jurisdiction of the Civil Courts in Delhi and shall be governed by appropriate laws in India. The Institute may consider including arbitration clause and UNCITRAL rules in case of international technology licensing.

3.3. POLICY RELATED TO THE USE OF NAME OF IIIT-DELHI AND TRADEMARKS OWNED BY IIIT-DELHI BY THIRD PARTIES

IIIT-DELHI would allow the use of its name and trademarks owned by it to the Third party(ies) to whom IP has been licensed/assigned through a signed agreement. The licensee/assignee must take prior approval of IIIT-DELHI about the manner in which the name of IIIT-DELHI and its trademarks are to be used in any media including print and electronic media.

3.4. NONCOMPLIANCE AND CONFLICT OF INTEREST

All inventors are responsible for compliance with government rules and IIIT-DELHI's policies and ordinances related to development and use of IP generated. In all activities arising out of implementation of IP policy of the Institute, all faculty members/inventors are expected to avoid potential and mutual conflicts of interest.

ANNEXURE I

IP ADMINISTRATIVE MECHANISM AT IIIT-DELHI

For the facilitation of IP policy, IIIT-DELHI has entrusted the role and responsibilities to various individuals and entities. This Annexure describes current administration mechanisms for some of the key activities.

POWERS TO AMEND IP POLICY

IIIT-DELHI, through its Board of Governors (referred to as BOG), will have the full power to make changes to the IP policy or bring out a new policy as and when it is felt necessary. This can happen in view of changes in government policies or other national and international developments including treaties and legal judgements. The changes or the new policy shall be applicable to all faculty, students, project staff, supporting staff and visitors.

RESPONSIBILITY TO CREATE/AMEND PROCEDURES AND PROCESSES FOR IMPLEMENTATION OF IP POLICY

IIIT-DELHI, through its Director, will have full powers to create and amend administrative mechanism from time to time in view of the changing needs including creating administrative bodies and entrusting role and responsibilities to various individual(s)/existing entities for evolving detailed procedures and to facilitate implementation of the IP policy of IIIT-DELHI.

APPEAL PROCEDURE

In case of any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IP policy and interpretation of various clauses of IP policy, any aggrieved person can appeal to the administrative body formed for the purpose to resolve the issue. In case the appellant is not satisfied with the decision of such a body, he/she can appeal to the Director of IIIT-DELHI, whose decision shall be final.

IP INFRINGEMENT

In case of violation/infringement of any intellectual property rights such as patent infringement by the IIIT-DELHI faculty /students/project staff/ supporting staff/visitors or any third party infringing upon the IP of an IIIT-DELHI inventor, IIIT-DELHI would create an appropriate administrative body, which would first investigate the matter and make recommendations to the Director for resolution of such violation/infringement. In case of any third party infringing upon IP of IIIT-DELHI, the above administrative body would investigate and make recommendations to the Director including need for any legal course of action.

IP EVALUATION COMMITTEE (IPEC) AND ITS ROLE

The IP Evaluation Committee is the core administrating body, which is responsible for evolving detailed procedures to facilitate implementation of the IP policy of IIIT-DELHI. IPEC also evaluates IP, arbitrates on appeals made and any clarifications sought. The IPEC has the following members:

Associate Dean (R&D)	Chair (Ex-officio)
Dean (R&D)	Member (Ex-officio)
Director's nominee from IIIT-DELHI	Member
IP Consultant	Member
Subject domain expert (if desired)	Member

The role of IPEC includes the following:

- Create expert groups in different subject domains for assessing and recommending proposals for IP filing. (Note: this assessment step can be skipped in case the costs of filing are borne by an external funding source including sponsored projects or consultancy.)
- Create and finalize procedures, forms (and guidelines) for implementation of the IP policy at IIIT-DELHI.
- Evolve proper procedures and guidelines for good practices for record keeping to enable efficient IP filing and protection.
- Create and finalize draft agreements to facilitate IP protection by IIIT-DELHI.
- Appoint a panel of attorneys to facilitate filing of IPs by both the Institute appointed body as well by individual faculty/staff using their project or other funding.
- Provide guidelines for IP related documentation including creating infrastructure for the same.
- Continuously evolve, and share with the Institute faculty, students, and staff, guidelines on sharing of costs of IP filing and protection and on sharing of revenue that results from commercialization of IP.
- Formulate programs for educating faculty / students / supporting staff / project staff / visitors about IP and other associated issues.
- Tie-up with organizations for filing, licensing/assigning of IP ownership on revenue sharing basis.
- Provide waivers and release of IP ownership to Inventor(s) and/or Third party(ies) within the framework of IP Policy of IIIT-DELHI.
- Evolve modalities of external financing of IP related activities at IIIT-DELHI.
- Redress any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for implementation of IP Policy and interpretation of various clauses of IP Policy.

- Investigate the matter of violation/infringement of any intellectual property rights related to IIIT-DELHI and make recommendations to the Director for resolution of such violation/infringement.
- Deal with any relevant issues arising out of promotion as well as implementation of IP Policy.

IPEC may appoint committee(s) or expert group(s) with members from within and/or outside IIIT-DELHI to seek their opinion in carrying out any of the above responsibilities. All members of the IPEC will disclose upfront any conflicts of interest they may have with respect to the IP being discussed for protection and/or commercialization.

ANNEXURE II

PREVAILING NORMS FOR REVENUE SHARING AND COST OF IP FILING

IIIT-DELHI reserves the right to determine the share of the different stakeholders involved in IP creation and dissemination from time to time. Stakeholders, besides IIIT-DELHI, will include inventors, associated academic entities of IIIT-DELHI and the administrative entities engaged in IP management and commercialization. Revenue share of the inventor(s) may continue even after their association with IIIT-DELHI ends.

REVENUE SHARING

As of now, the income generated by licensing/assigning of IP ownership or on receipt of royalties associated with technology transfer / specific innovation programs are divided as follows:

In case IIIT-DELHI decides to commercialize or license the IP to a Third Party, the Lead Inventor and other inventor(s) will get a share of the license fee received by IIIT-DELHI. This share will be based on:

- Net earnings (licensing revenue received after deducting the full costs incurred by IIIT-DELHI to create and protect the IP).
- Discussions between IPEC and the Lead Inventor, depending on the credentials of the Third Party, IP being licensed and the leverages being provided by the IP.
- The relative efforts of the inventors and the Institute in bringing the Third Party
- IIIT-DELHI may take a revenue share of the gross revenue that gets generated through IP
- IIIT-DELHI keeping a minimum percentage as per current IIIT-DELHI's norms for covering Institute's overheads.

In case the Lead Inventor and others inventor(s) intend to seek exclusive license for a limited period, then revenue sharing with IIIT-DELHI shall be decided via discussions between the IPEC and the Lead Inventor based on parameters including, but not limited to, the costs incurred at IIIT-DELHI to create the IP, IIIT-DELHI's norms for covering Institute's overheads, projections of income that may be generated by licensing the IP to Third Parties.

When there is more than one inventor (faculty members and/or students), the IPEC will help negotiate an appropriate revenue share amongst the inventors.

COST OF IP FILING

If the IPEC recommends that a IIIT-DELHI owned IP be filed, the costs of the filing (in India and/or internationally, as may have been recommended) will be shared as follows between the Institute and the Inventors:

In case all inventors are students of IIIT-DELHI, the Institute will bear 100% of the costs of filing the IP. Otherwise, the Institute will bear 50% of the cost and the rest will be borne by the Inventor(s).

Any costs borne by the inventors will be reimbursed by the Institute in case rights to the IP are granted to the Institute.

The IPEC's recommendation on whether an IP owned by IIIT-DELHI must be filed, may be based on the cost of filing and protection of the IP and the prospects of commercialization of the IP. This especially when the costs of filing and protection borne by IIIT-DELHI may be exorbitant, for example, when filing internationally.

In case of any conflict related to Revenue Sharing or Cost of IP Filing, the decision of IPEC will be deemed to be the final recommendation to IIIT-DELHI approving authorities. In case the Lead Inventor or other inventor(s) are not satisfied with the decision, they can appeal to the Director of IIIT-DELHI, whose decision shall be final. Refer to IP Policy "Appeal Procedure" Clause 1.5.3.

ANNEXURE III

HANDLING PROPRIETARY INFORMATION AND COPYRIGHTED MATERIAL

TRADE-SECRETS AND KNOW-HOW INFORMATION

Trade secrets and know-how fall outside the scope of protection under current IP regime of India. It is important for the owner of such secrets and know-how to maintain confidentiality through confidentiality or non-disclosure agreements (NDA) with the other parties.

In order to protect the information exchanged or being exchanged with Third party(ies) associated with an activity, Lead inventor/faculty is encouraged to sign separate NDA with third party(ies), associated faculty members, students, supporting staff, project staff and visitors. Such confidential information should not be incorporated in a student's thesis without the written permission of the owner of the information. Trade secrets and know-how information should be exchanged with Third party(ies) in writing through a disclosure notice in order to keep a record of time and extent of disclosure. Such NDA should have a reasonable time limit from the date of disclosure of the information by the two parties so as not to hamper dissemination and propagation of scientific information to society.

Work carried out or information generated under an activity at IIIT-DELHI will not be generally considered proprietary. Non-publication/non-disclosure of information will only imply that the results have not yet reached a stage that merit disclosure or are awaiting IP protection. Considerable amount of IP generated at IIIT-DELHI results from student's work/thesis and intended for research publication. In view of this, it is important that NDA with Third party(ies) should include clause that specifies time limit for assessment of IP created and filing of IP under an activity.

At any time, several faculty members, students, supporting staff and project staff may be working on different aspects of the same research area. NDA or any other agreement of collaboration must protect research and development interests and activities of IIIT-DELHI by person(s) unrelated to the agreement and avoid any restrictive clause in this regard even for a limited period.

COPYRIGHTS OWNED BY THIRD PARTIES

(a) Software

IIIT-DELHI expects that its faculty/students/project staff/ supporting staff / visitors to understand the obligations made to the Third party related to software and databases. It is possible that IIIT-DELHI faculty/students/staff/project staff/visitors are engaged in developing software or other IP using software, which are not in the public domain and are proprietary to certain suppliers. It is usual for IIIT-DELHI to procure such software for education and research purposes. Many such licenses may have restriction on IP creation and /or its commercial use. It is important that, if there are any restrictions in the software employed for such IP creation, the same are settled with the owner / supplier of the software, before initiating IP protection.

Software of general use shall be procured with valid license.

(b) Other copyrighted material

IIIT-DELHI and its faculty, students, supporting staff, project staff and visitors

- (i) will respect protection offered by Indian copyright law to all copyrighted material,
- (ii) would use copyrighted materials for only personal use, teaching and research purposes as permitted by Indian law, and
- (iii) would not use copyrighted material in their thesis, publications, reports and other professional documents without taking explicit prior permission of the copyright holder.

ANNEXURE IV

POLICY FOR IP LICENSING AND ASSIGNING FOR START-UP VENTURES WITH INVOLVEMENT OF INVENTOR(S) FROM IIIT-DELHI

In order to encourage commercialization of IP registered and owned by IIIT-DELHI, inventor(s) of such IPs shall be encouraged to promote a start-up company (following the guidelines established by IIIT-DELHI) for developing a business proposition leveraging the IP under consideration. For this purpose, the start-up can also be accommodated at the IIIT-DELHI Innovation & Incubation Center, if so desired by the Inventor(s), after critical appraisal of the Business Plan as per applicable procedures of the Incubation Center and IIIT-DELHI.

The start-ups in the specified instances may be licensed IPs owned by IIIT-DELHI on a limited exclusivity basis initially for a finite period. The licensing fee may be decided depending on the nature of funding available for such a venture including the possibility of making the know-how/technology available even without any license fee. However, all such licensing should be accompanied by an appropriate agreement and a monitoring mechanism. During the limited exclusivity period, the start-up shall have 'no rights to sub-license' to any Third party.

Once the start-up venture establishes the commercial viability within the limited exclusivity period, the license agreement shall be re-visited and modified into exclusive over an extended period with a royalty consideration, the quantum of which shall be determined by IIIT-DELHI.