

CEC, CGC Landran is committed to promote awareness of and providing leadership in the area of Intellectual Property Rights and promised to be leading Institutions in research and development.

Innovation, startup and IP Policy

**Chandigarh Engineering College
Landran (CEC, CGC Landran)**

(2021)



**CHANDIGARH
GROUP OF COLLEGES**
Building Careers. **Transforming Lives.**

Kharar Banur Highway Sector 112,
Landran, Sahibzada Ajit Singh Nagar,
Punjab 140307

Section A : Startup policy

1 Introduction

Chandigarh Engineering College, Landran, aims to create a world-class startup ecosystem in the state through strategic investment and policy interventions leveraging the robust innovation climate in the state of Punjab. With this aim, a fully functional Atal Community Innovation Centre (ACIC) RISE Association, has been established with the support by AIM, NITI Aayog (Govt. of India) at Chandigarh Engineering College, Landran. CEC has established its Business incubator with AIM, Govt. of India in the year 2021 (hence forth will be called as ACIC –RISE association registered as Section 8 company) and CEC is also recognized to be as HEI- MSME approved Institution for building strong startup ecosystem in the region.

ACIC RISE Association aims to nurture Innovation and Entrepreneurship culture in Semi-urban and Rural India. ACIC RISE brings together startups, industry mentors, and eminent academicians from its parent Institution Chandigarh Group of colleges Mohali and researchers who thrive on continuous interaction of theory and practice. ACIC RISE encourages the young minds, students and Innovators, Ideators to undertake entrepreneurship as a career option and set up a successful start-up venture. Incubation Centre, ACIC-RISE will provide necessary infrastructure, prototype development support, research assistance, help in getting funding, business consulting assistance, mentoring and guidance to make their idea into a successful venture. The proposed Innovation and Incubation policy will be applicable for all startups, incubates under ACI RISE Association & HEI-MSME Incubation centers of CEC and also for other Incubation center which will be established by CEC in future.

1.1 Goals :

1. Stimulate the growth of technology based startups including product startups.
2. Achieve creation of direct and indirect new employments in the sector.
3. Mobilize funding for investment in startups through Government intervention alone, by leveraging the Funds
4. Facilitate generation of Innovative Technology solutions with a social impact in sectors like Health care, Food Security, Clean environment and Education for all etc.

1.2 Strategies:

Innovation is second nature to man. This policy document recognizes the fact that the seeds of entrepreneurship and the innate ability to innovate must be nurtured in academic institutions. It is the need of the hour to develop a culture that produces innovators who dare to dream an original idea and pursue it till fruition. In order to boost entrepreneurship among the students of Chandigarh Engineering college we provide following support services to the incubated startups:

- Technology development
- IPR Support
- Legal Services
- Accounting Services
- Marketing
- Event registration
- One on One mentoring
- Co working space
- High speed internet access

If a student wish to avail the startup support services listed above they can approach the department of research and development through their head of the departments and follow the following process for enrolment in the following flagship incubation programs being offered at Chandigarh Engineering College:

1. Launchpad –Pre Incubation Program
2. Envision – Incubation Program

1.3 Launchpad Pre Incubation Program – A three month program for idea stage startups:

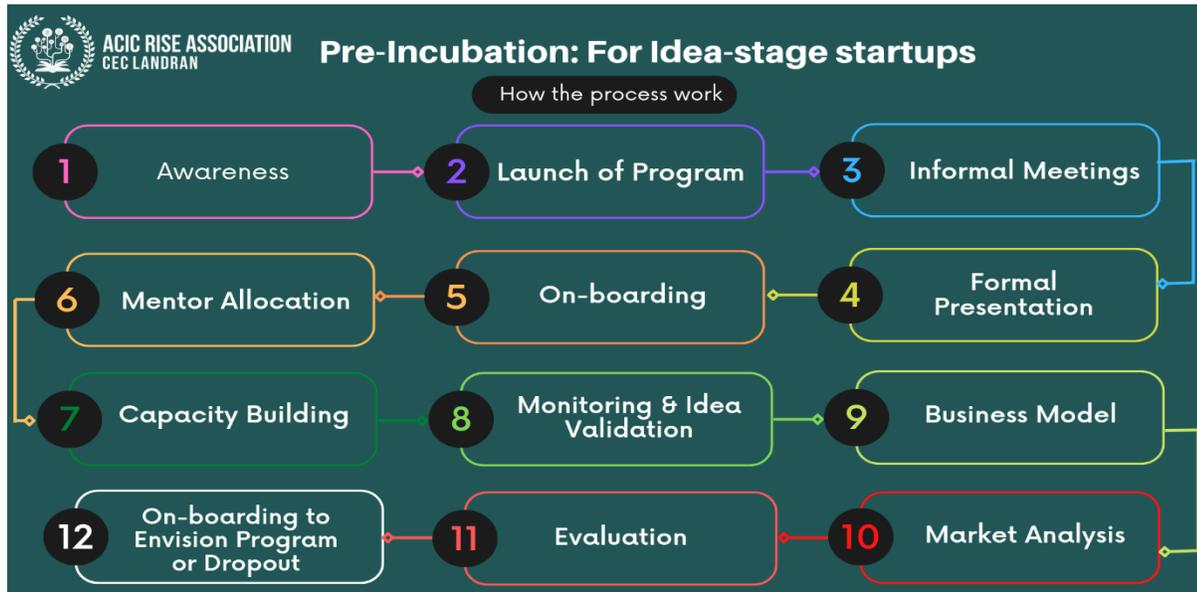
Launchpad Pre Incubation Program is a 3-month program designed to help startups move from concept to MVP. As part of the program, entrepreneurs get access to workshops, one-on-one interactions with mentors and experts, networking and reviews that can help take your startup to the next level by building more clarity and being customer-focused. At the end of 3 months, founders also get a chance to pitch for incubation.

1.3.1 Eligibility Criteria?

- Co-founders of Idea or Early-Stage Venture
- Students and working professionals with Startup Aspirations or Product Ideas.
- Individual and team participation is allowed

1.3.2 Program Highlights

- Knowledge sessions
- Domain expertise support
- Access to Co-working Space & advanced Labs
- IPR & Legal Support
- Industry Connect
- Opportunity to be considered for the ACIC RISE Association's incubation program
- After successfully completing our program, you will receive a certificate of participation

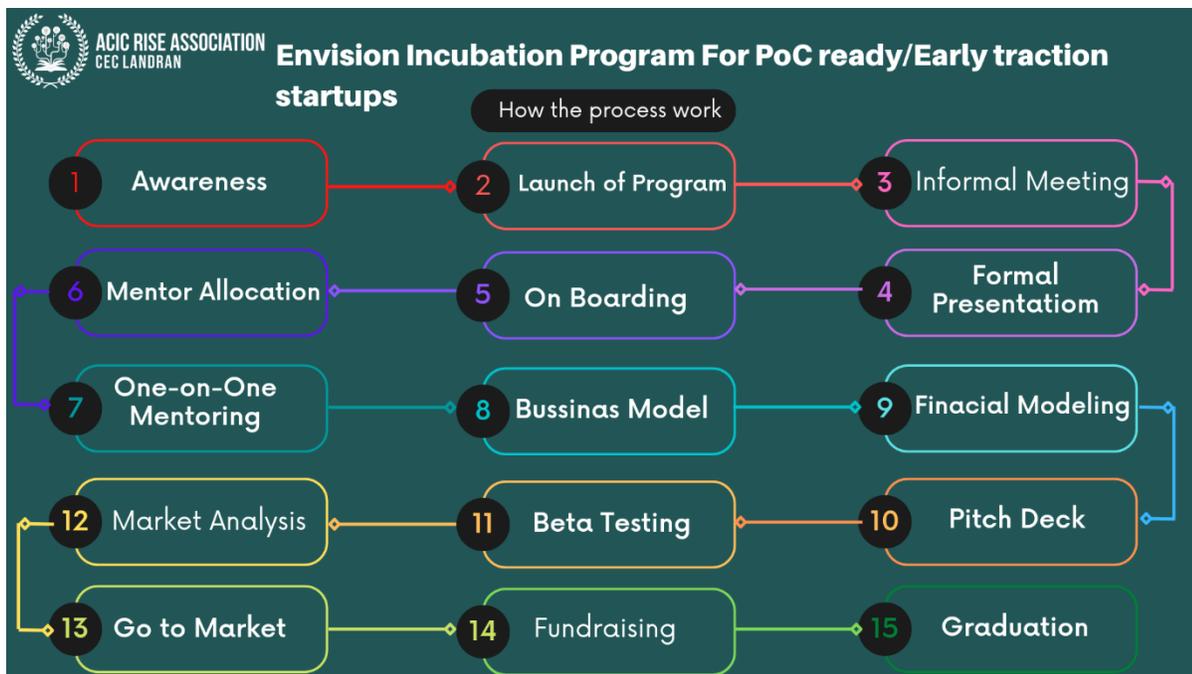


1.4 Envision Incubation Program – An Eleven month program for PoC ready and early traction startups: **EnVision Incubation Program** offers curated support for our founders supporting the needs of market exposure, knowledge, networks and access to opportunities at the right time. Founders who go through the program will be able to build their skills and abilities and accelerate the startup's growth to the market. The program aims to nurture innovative and scalable solutions which have the capacity to solve pressing issues making them sustainable and investable.

Program Duration: 11 Months

Program Benefits:

- Access to co-working space & labs
- Access to ACIC RISE CEC, CGC network
- Mentorship from successful entrepreneurs/ industry experts
- Capacity building workshops by industry experts
- Hands on support from ACIC RISE in building Operational and financial model
- Industry connect
- Access to Investors/Angels/VCS
- Demo Day



2. Thrust Areas Incubation Centre (ACIC-RISE Association) will support students and innovators who are having an idea with high impact and which has very good opportunity to be a successful startup. Any Individual / group of people (students or general public or mix of the two) can initially propose an idea with prime features as mentioned below :

(a) Innovativeness (b) Commercial viability (c) Technical feasibility (d) Social sensibility (e) Scalability

CEC accepts ideas from diverse domains as mentioned below

- Cyber Security
- Drone Technology
- Manufacturing Engineering
- Additive Manufacturing
- Electric Mobility
- Agriculture (equipment and support service)
- Solar Photovoltaic systems ✓ Education ✓
- Information & Communication Technology (ICT)
- Artificial Intelligence and Remote Monitoring
- Other emerging technologies has social / national importance

3. Creating Innovation Pipeline and Pathways for Entrepreneurs at CEC

- To encourage faculty and students to have a better exposure to innovation and pre incubation activities at their early stage and to support the pathway from Think, design to build.
- The institution will focus on spreading awareness among the faculty, research scholars, staff and students about the importance of entrepreneurship in career growth and enhancement of employability.
- The faculty and students will be taught to be aware about – how to empathize will the need of the society and people; and engage in technological innovation that will help in solving problems of the society and consumers as end users.
- Creating opportunity to expose the students to experiential learning and training on cognitive skills such as critical thinking, creativity, design thinking, etc.
- Initiatives like interaction with local entrepreneurs, participating of students in ideation and innovation related competitions, hackathons, bootcamps, conferences, workshops, exhibitions, expert mentoring, exposure to real life situations and challenges, etc., will be supportive in skill development.
- Innovation and Entrepreneurship Awareness workshops and campaign are to be regularly organized for the benefit of the students and community at large
- Training and support facilities by the EDC cell and Incubation Centres will be extended to enable the faculty and students to realize their entrepreneurial dreams as potential entrepreneurs.

- Relaxation in attendance will be given to students incubated for their startups
- Role of faculty may vary from being an owner/ direct promoter, mentor, consultant or as on-board member of the startup.
- In case the faculty/ staff holds the executive or managerial position for more than three months in a startup, they will go on sabbatical (if provision is made available)/ leave without pay/ utilize existing leave.
- Faculty must clearly separate and distinguish on-going research at the institute from the work conducted at the startup/ company.
- The host institution will fix a expenditure of 1 % of its budget to create strong innovation and startup ecosystem at HIE level.

4 Intellectual Property

Intellectual Property (IP) can be a patent, software code, copyright, design registration, developed product, or alike. IP for incubation purpose will be assessed based on the following details:

1. Whether any seed grant (from public or private sources) has been used in developing the technology which will go into the product(s) of the proposed company.
2. If yes, details of the understanding with the funding agency in terms of sharing of the IP.
3. Whether any people other than the applicants have worked on the technology and if their work will be incorporated in the product(s). If yes, whether such other person has a right in IP ownership.
4. If the IP is developed at Chandigarh Group of Colleges, Landran, whether any Chandigarh Group of Colleges, Landran infrastructure (hardware, testing setup, instrumentation, computing resources, processes) has been used in developing the technology that will go into the product(s).
5. If the IP is developed at Chandigarh Group of Colleges, Landran, whether any consultancy projects were executed in the proposed area.
6. A statement from the “owners/ innovators/ creators” of IP to the effect that they are the “owners/ innovators/ creators” of IP as the case may be.

Applicants, who are current faculty or students of Chandigarh Group of Colleges, Landran, aspiring for incubation shall first obtain necessary permission and approval from the Institute for transfer / licensing to use IP in favour of prospective incubatee companies in the Business Incubator intended to be promoted/ supported by the inventor.

The companies or promoters/founders will pay consideration in lieu of the transfer / licensing of / permission to use IP in their favour, which will be decided by ACIC RISE ASSOCIATION as mentioned in section 10 hereinafter.

IP transfer/ IP licensing/ permission to use IP will be in favour of only the registered companies.

5. Seed Grant

ACIC RISE ASSOCIATION may provide seed Grant subject to the availability of funds/ grants/ schemes meant for this purpose. Seed Grant will be sanctioned only to the registered companies and shall be based on merits of each company. Promoters / founders whose companies are not registered at the time of application shall not be eligible to apply for seed Grant until their companies are incorporated. Further, admission to BI shall not automatically entitle the companies to seed Grant.

A company desirous of getting seed Grant may submit an application for seed fund on admission in BI. Sanction of seed Grant will be decided based on the eligibility criteria as decided by

ACIC RISE ASSOCIATION. It would be also subject to the terms stipulated under specific grant or scheme as the case may be. Though seed Grant may be sanctioned, disbursement shall be linked to the milestones. One of the criteria for approval of the seed Grant will be to help the company reach a level of maturity in terms of product development or go-to-market stage. Preference will be given to companies with strong commitment and contribution from their promoters. ACIC RISE ASSOCIATION will have sole discretion to sanction or reject an application for seed Grant and the decision of ACIC RISE ASSOCIATION in this regard shall be final. ACIC RISE ASSOCIATION is not bound to give any reason in case an application for seed Grant is rejected.

6. ACIC RISE ASSOCIATION Infrastructure

Upon admission to BI, the following infrastructural facilities will be offered to the incubatee companies on an individual basis, along with a set of shared/ common infrastructure mentioned herein under :

- Office space: Company specific
- Internet connection

Apart from company specific infrastructure as stated above, ACIC RISE ASSOCIATION will provide certain facilities be shared by all incubatee companies which would include:

1. File Server
2. Fax machine
3. Laser Printer
4. Photocopier
5. Scanner
6. Shredder
7. Teleconferencing facilities as available. The usage of this facility will be paid by incubates as per the rate fixed by ACIC RISE ASSOCIATION, time to time.
8. Meeting/Conference room with projection equipment
9. ACIC RISE ASSOCIATION Library facilities
10. Pantry facilities
11. Common secretarial pool/staff (depending on availability of such staff with BI)

7. Infrastructure of the Host / Partner Institution:

Besides, ACIC RISE ASSOCIATION will facilitate the incubatee companies to access departmental laboratories and other resources of Chandigarh Group of Colleges, Landran or at its Partner Institute for their specific requirements. Access to Institutional resources is possible as per extant rules of the Institutes, after observing necessary formalities and on payment of required fees. Usage of such resources should be with permission of the concerned department to avoid conflict with departmental activities and objectives. The consideration payable to SRC for usage of departmental resources will generally be in the form of cash (payable by cheque or demand draft), though ACIC RISE ASSOCIATION may recommend to the Institute for acceptance of consideration in the form of equity. However, decision as to whether to accept such consideration in form of equity will be solely rest with the Institute. Augmentation of resources in the department on account of such usage shall be the properties of the concerned department.

Irrespective of requirements of departmental facilities for usage, all incubatee companies will primarily locate at BI.

8. Other Services

Apart from physical infrastructure as stated above, BI intends to create certain other supports and services which would include but not limited to :

- Pool of mentors, experts in technology, legal, financial and related matters, with or without consideration,
- Organising events to help companies in networking and showcasing their technologies,
- Meetings with visitors of Chandigarh Group of Colleges, Landran (such as alumni, Venture Capitalists, industry professionals).

Incubatee companies can avail of the above support and services when offered by ACIC RISE ASSOCIATION.

In addition, ACIC RISE ASSOCIATION will also build up information and knowledge pool to be useful generically for start-up companies. ACIC RISE ASSOCIATION will coordinate with Department of Human Resources Development, Chandigarh Group of Colleges, Landran, on management education and training programmes designed for start-up companies.

9. Periodic assessment

ACIC RISE ASSOCIATION will evaluate the performance of incubatee companies periodically. Incubatee companies will submit information to ACIC RISE ASSOCIATION on quarterly basis in a prescribed format. The companies may also be subject to an annual assessment by a committee comprising of external experts. A company which has taken seed Grant will have to submit additional information as may be asked by ACIC RISE ASSOCIATION. The un-disbursed portion of the seed Grant will be adjusted subject to the performance of the company. Incubatee companies will have to submit their annual reports each year within a period of 2 months from the date of annual closing of accounts.

10. Information Submission

Incubatee companies will submit information to ACIC RISE ASSOCIATION about all material changes or developments taking place in their companies from time to time. Such information could be (but not limited to) change in name of the company, change in Business or product profile, change in directors, promoters or shareholders, acquisition of a new office, additional equity or debt investments. ACIC RISE ASSOCIATION may require incubatee companies to submit other information as it deems fit. Prior concurrence of ACIC RISE ASSOCIATION should be obtained for effecting such changes.

11. Consideration :

In lieu of support and services to be provided by ACIC RISE ASSOCIATION/ Chandigarh Group of Colleges, Landran, the incubatee companies will be subject to consideration on following accounts to the extent applicable:

- Monthly rent/ facilities charge at discounted rate for physical infrastructure to be paid to ACIC RISE ASSOCIATION.
- Consideration in the form of equity and/or revenue sharing:
- A liability free equity up to 2%% in the company for a period of 10 years. Against this equity, the institute shall permit the use of IP developed within Chandigarh Group of Colleges by the founding members and students.
- In case the institute provides Grant to the company, institutes' rules will apply for repayment / additional equity holding.
- Consideration as per SRC policy for usage of departmental laboratory facilities to be given to Chandigarh Group of Colleges, Landran.

The equity holding by ACIC RISE ASSOCIATION for infrastructure and IP will be upto 2%. The percentage of the equity holding of ACIC RISE ASSOCIATION shall be maintained by issuing additional shares or diluting the shares of the Promoters or in any other manner till the Company exits from the BI or the Company and Promoters raise investment from an Angel Investor, Venture Capital Fund or any other source. If the company fails to raise investment from an Angel Investor, Venture Capital Fund or any other source for a period of ten years from the date of the last issuance of shares in favour of ACIC RISE ASSOCIATION, ACIC RISE ASSOCIATION will have a right to sell its holding to the promoters of the Company at a value which will be higher of book value and fair value, and promoters of the Company will be bound to buy the shares from ACIC RISE ASSOCIATION as stated above. Investment for the purpose of this section means an investment received in form of equity by the Company from any sources other than its promoters the value of which as well as premium thereon are at least three times more than paid up capital and premium amount respectively.

The above will be subject to change from time to time by ACIC RISE ASSOCIATION/ Chandigarh Group of Colleges, LANDRAN. The equity shall be issued in favour ACIC RISE ASSOCIATION.

12. Tenure in BI

Companies will be permitted to stay in BI, to begin with, for a period of 36 months. A nominal monthly charge will be levied to a company for the period of first 36 months. ACIC RISE ASSOCIATION/ BI may, at its own discretion, permit companies to extend their stay for a maximum period of another 24 months. Companies will have to pay the charge at the prevailing market rate for the extended period, which would be for:

- Office space
- Internet connection
- Electricity charges including air-conditioning
- Any other facility as may be provided at that time

If a company is provided with specialised capital equipment, rent on the same will be decided on a case-by-case basis. This would, however be finalised prior to approval of a proposal for admission to BI or at the time of procurement of the equipment as the case may be.

13. Exit (Graduation)

Incubatee companies will leave the incubator under the following circumstances:

1. Raising substantial investment from angel investor / Venture Capital Fund / any other investor– Rs. 2 crores or more.
2. Completion of stay for thirty six months, unless the stay is extended by ACIC RISE ASSOCIATION.
3. Underperformance or unviability of the Business proposition: criteria for the same will be decided and applied by ACIC RISE ASSOCIATION on the case to case basis.
4. Irresolvable disputes between promoters/ founders. ACIC RISE ASSOCIATION will decide the position or point when disputes are deemed to be irresolvable.
5. When the number of employees of the company exceeds 20.
6. When the annual revenues of the company exceeds Rs. 2 crores or when a company achieves a Profit Before Tax of Rs.1 crore.
7. When the company enters in an acquisition, merger or amalgamation deal or reorganisation deal resulting substantially a change in the profile of the company, its promoters, directors, shareholders, products or Business plans, or when a company plans for a public issue.
8. Change in promoters'/ founders' team without concurrence of ACIC RISE ASSOCIATION.
9. Any other reasons which ACIC RISE ASSOCIATION may find it necessary for an incubatee company to leave ACIC RISE ASSOCIATION.

Notwithstanding anything written elsewhere, ACIC RISE ASSOCIATION's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

14. Conflicts of interest and confidentiality of information:

When a person plays two separate roles in two different positions and he/ she uses one position for his/ her personal benefit in the other role, a situation leading to conflict of interest arises. ACIC RISE ASSOCIATION endeavours to draw a line between appropriate and inappropriate interactions among its board members, employees, mentors, consultants, affiliates, incubatee companies, their employees, persons connected to them or their promoters, employees and staff, various service providers and suppliers. Conflicts between private interests and official responsibilities of all stakeholders must be handled in a transparent manner, and ACIC RISE ASSOCIATION/ BI considers the full voluntary disclosure as the best mechanism for managing conflicts of interest. Since situations leading to conflicts of interests are inevitable, a transparent policy, based on full disclosure of relevant information by the concerned parties, and discouraging their influence on decisions and activities to avoid personal benefit to them, is appended hereto as Appendix A. The policy is not exhaustive, and hence situations having potentials for conflicts of interest though not covered in the policy will nonetheless be subject to the policy. The policy makes all stakeholders related to ACIC RISE ASSOCIATION, BI and incubatee companies aware that no one should use his/ her position in one role for the personal gains in the other role, and when necessary, explicit permission of relevant stakeholder may be obtained. Appropriate judgement should be applied by all concerned parties while assessing the genuineness of conflicting interests.

This policy also deals with maintenance of confidentiality of proprietary information.

A committee may be set up by ACIC RISE ASSOCIATION to resolve any dispute over such situation causing conflicts of interests.

15. Disclaimer:

The incubatee company will understand and acknowledge that ACIC RISE ASSOCIATION intends to provide supports and services to the Company in good faith to pursue its objective to promote entrepreneurship by converting innovative technologies developed in the Institute to commercialization by incubating and supporting new enterprises. It is understood that by agreeing to provide various supports and services, ACIC RISE ASSOCIATION does not undertake responsibility for:

- Ensuring success of an incubatee company, its products/ process/ services or marketability.
- Ensuring quality of support and services provided by ACIC RISE ASSOCIATION and BI to the complete satisfaction of the incubatee companies or their promoters/ founders.
- Ensuring quality of services of the consultants engaged by the incubatee companies through BI/ ACIC RISE ASSOCIATION/ Chandigarh Group of Colleges, Landran network. Incubatee companies will have to apply their

judgements before getting in to a relationship with them.

The incubatee companies agree that BI / ACIC RISE ASSOCIATION / Chandigarh Group of Colleges, Landran or their employees shall not be held liable for any reason on account of the above.

16. Agreements:

The following agreements are required to be signed by the incubate companies to the extent applicable:

Service agreement:

Between ACIC RISE ASSOCIATION & an incubatee company for admission of the company in BI

Equity agreement:

Between ACIC RISE ASSOCIATION, an incubatee company and its Promoters for ACIC RISE ASSOCIATION's equity holding in the incubatee company

Transfer of technology Agreement/ Technology License Agreement:

Between Chandigarh Group of Colleges, Landran (SRC) & an incubatee company for transfer of technology from CHANDIGARH GROUP OF COLLEGES, Landran in favour of incubatee companies.

Grant Agreement:

Between ACIC RISE ASSOCIATION & Incubatee Company on sanction of seed Grant to the incubatee company in BI.

Usage of Facilities at Host / Partner Institute:

Between Host / Partner Institute & an incubate company for usage of institutional facilities / resources by the incubatee company as per the prevailing policy of Host / Partner Institute.

Section B : Intellectual Property Rights

1. IP Policy and Objectives

The objective of the Policy is to create an enabling environment that helps in recognition and valuation of research, creativity and innovation by the faculty, scholars, supervisors and researchers in the Institute and simultaneously assists in translating the outcome of such creativity, research and innovation in an orderly fashion into products, processes and technology useful to the industry and commerce, which ultimately transform in to service for the widest public good. It will deal with the ownership, protection and commercialization of intellectual property and know how created by the employees of the Institute. The policy will ensure that any intellectual property arising from the works of its creator/inventor/researcher/employees is

Managed effectively throughout its lifecycle. The policy is intended to serve as set of guidelines for institute faculty, staff, students and the partners/sponsors.

The objectives of this Intellectual Property Policy Document of the Institute are:

- (a) To foster, stimulate and encourage innovation and creativity in science and technology;
- (b) To encourage and motivate the faculties/researchers and students for focused and technology driven research;
- (c) To provide appropriate incentive to intellectual effort by faculty, staff, students, and others associated with the institute;
- (d) To enable Institute to identify, Protect and commercialize its novel research and inventions;
- (e) To establish principles for determining the interests of the Institute, inventors, and sponsors in regards to inventions and/or discoveries;
- (f) To provide a transparent IP Protection system for the ownership, control and transfer of Intellectual Property created and owned by CEC, CGC Landran;
- (g) To recognize the right of the inventor to financial benefits from the invention or discovery;

2. POLICY STATEMENT

CEC, CGC Landran is committed to promoting, protecting, managing and commercializing Intellectual Property consistent with the recognition that among its primary objects and functions are teaching, research and meeting the needs of the community and society. It supports the commercialization and exploitation of IP, which can provide an additional source of revenue to the Institute and also accrue benefits to staff and students. At the same time, the Institute recognizes traditional academic values and expectations.

3. APPLICABILITY

- It applies to all faculty, staff, employees and students, graduate students and postdoctoral fellows, as well as to non-employees who participate in or intend to participate in teaching and /or research, scholarship or creative activities at the Institute and covers different

classes of Intellectual Property -- Patent, Copyright, Trade Mark / Service Mark, Design Registration, Trade Secret, Confidential Information and Integrated Circuits Layout, Traditional knowledge and geographical indication.

- It applies to the funding parties and the collaborative research partners of the Institute.

4. DEFINITIONS

For the purpose of this policy the terms would be interpreted as defined below, unless the context otherwise requires.

Intellectual Property Rights (“IPR”) means generally patented or potentially patentable inventions, trademarks, service marks, trade names, copyrightable subject matter, trade secrets or any other forms of statutory or common law protection of any kind in all jurisdictions, where applicable.

“Assignment” means the transfer of rights or title in the intellectual property in writing

“Creator(s)” mean the faculty, staff, and other persons employed by the institute whether full or part-time; visiting faculty and researchers; and any other persons, including students, who create intellectual property using institute resources

“Invention Disclosure” means a written description of an invention that is confidentially made by the inventor to the institute.

“Know how” means the knowledge, innovation, practices, expertise, process or procedures and secrets of individuals regarding the use of a material, product or resource, or the practice of a method, for a practical purpose.

“Publication” means a public enabling disclosure of an invention, and may be verbal or printed. Printed publication includes

abstracts, student thesis, and in certain circumstances grant proposals.

“Patent and Patentable material” are as defined in Indian Patent Act 1970. These include invention of novel product and processes that have industrial applicability.

“Revenue” is any payment received as per an agreement by the institute usually for legal use of an intellectual property through a license.

“Inventor” An individual or a group of individuals responsible for creating or inventing product or process (as an IP) in the institute. In case, creation of IP is associated with more than one inventor, one of them, from institute, would function as a Principle Inventor.

“Patent” is an exclusive right granted for an invention (technology), which is a product or a process that provides an innovative way of doing something, or offers a technical solution to a problem.

“Copyright & Related Rights” is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings. Related rights means rights that protect the interests of certain groups of right holders, whose activities in most cases relate to the reproduction and dissemination of works.

“Trade/Service mark” means a mark/logo capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging, combination of colors, music, 3D & 2D shapes.

“Industrial Design” means only the features of shape, configuration, pattern, ornament or composition of lines or colors applied to any article/product 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. Industrial design solely refers to the outer/physical appearance of the product.

“IC Layout Designs” means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.

“Faculty” means the professors, Associate professors, Assistant Professors, teachers and lecturers of ABESSEC. Generally, the faculty is responsible for designing and disseminating the plans of study offered by the institution and subject knowledge to the students and research scholars. (Note this definition of faculty is meant only for the purposes of this document and is not intended to replace the definition of faculty in the statutes or other documents of ABESSEC.)

“Student” means a person who has registered or enrolled as full-time or part-time student, or students through exchange from other universities/colleges.

“Startup” means any startup incubated by the Institute or any of the SPV owned by the institute.

5. OWNERSHIP

a. Inventions (Patents), design, Integrated circuit layout, and any other work that is patentable

- (i) IP created as a result of Institute research or by substantial use of Institute resources shall be owned by the CEC, CGC Landran. As per CEC, CGC revenue sharing document inventors will get agreed sharing for their contribution in invention.

If the IP is created as a result of collaborative research or has been funded by external funding agency then it shall be jointly owned by the Institute, the creator and the funding agency, provided the external funding agency has provided more than 5 lakhs.

- (ii) Any IP Created by inventor during his/her tenure in CEC, CGC Landran has to be filed through CEC, CGC Landran-IP cell. Inventors are not allowed to file or protect IP through outside Institute without prior informing CEC, CGC Landran IP cell and without due permission.
- (iii) In case of startup incubated in CEC, CGC Landran Incubator, the Institute shall transfer its full right of the IP previously filed to startup if any and grant permission to startups to protect their IP rights through IP cell of Institute wherein licensing of IPR from institute to start up: Ideally students and faculty members intending to initiate a start up based on the technology developed or co-developed

by them or the technology owned by the institute, should be allowed to take a license on the said technology on easy term, either in terms of equity in the venture and/ or license fees and/ or royalty to obviate the early stage financial burden.

- (iv) RISE FOUNDATION may take 2% to 9.5% equity/ stake in the startup/ company, based on brand used, faculty contribution, support provided. (It will be mutually decided on case to case basis)

b. Copyrightable material

(i) Works of art, literature and music recordings are owned by their creators despite the use of institute resources so long as such works are not the products of Institute research, neither created under the direction and control of the Institute, nor developed in the performance of a sponsored research or other third party agreement; and

(ii) Student shall be the owner of the copyright on all papers, thesis and dissertations written to earn credit in Institute courses or otherwise to satisfy institute degree requirements.

(iii) Institute shall be the owner of the copyright on all teaching material developed as a part of any of the academic/ distance learning programs of the institute. However, the creator shall have the right to use the material in his/ her professional capacity.

c. Trademarks/ service marks

The ownership of the trademark (s), service marks(s), logos created for the Institute shall be with the Institute.

6. CREATION OF INTELLECTUAL PROPERTY

Intellectual Property consisting of Patentable or Copyrightable material can be created in the Institute in the following three ways:

(a) Institute undertaking an assignment either from an external agency or by its own decision to take up creation of a specific Copyrightable or Patentable material and assign a team of its researchers to accomplish it.

(b) Individual researchers or a team of researchers may develop copyrightable or patentable material during the course of their research or as a specific Project.

(c) An external funding agency, be it a Foundation, Trust, Industry, Commercial undertaking or a company may enter into a specific agreement with the Institute and research/team of researchers to develop some specific Copyrightable or patentable material.

7. EVALUATION/MANAGEMENT OF IP

The IP cell at the Institute shall be responsible for evaluating, marketing, licensing and managing of the IP generated at the institute. The creators of IP shall make the invention disclosure in a thorough and timely manner to enable the IP cell to evaluate its patentability. An invention will typically be patented by the IP cell of the institute if it is commercially viable, even if it is not in the immediate future. If the Institute decides not to own or manage the IP, it shall permit the creator to file patent and protect the IP on their own.

8. CONFIDENTIALITY OF IP

Every inventor/creator in the research group as well as everyone involved in the protection process will not disclose the details of research/IP to any person / organization without written permission of the Institute.

In case of thesis and other such written documents containing details of patentable matter, all measures to prevent the public disclosure of IP shall be taken.

9. TECHNOLOGY TRANSFER

(i) The Institute shall take all essential steps for the commercial exploitation of the IP obtained either in its name or jointly with other agencies, to the fullest possible extent that is reasonably practicable, without undue delay. The marketing of the IP will be done under the agreements involving technology transfer, licensing (exclusive or nonexclusive) and revenues having models.

The IP Cell shall identify potential licensee(s) for the IP to which the Institute has ownership. In case of joint ownership, the Organization/Industry which has sponsored the activity, will have the first right to commercially utilize and exploit Intellectual Products emanating from the collaboration activity, whether or not the same have been formally protected by patent(s). The licensing to commercially explore it would involve technology transfer fee and also royalty payment from the first date of such commercial exploitation for a period that will be as mutually agreed upon.

(ii) In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology the Institute reserves the right to transfer the said know-how to a Third Party for its commercial exploitation and use.

10. PRODUCT OWNERSHIP RIGHTS FOR TECHNOLOGIES DEVELOPED AT CEC, CGC LANDRAN

1. When CEC, CGC Landran facilities / funds are used substantially or when IPR is developed as a part of curriculum/ academic activity, IPR is to be jointly owned by inventors and the CEC, CGC Landran. As per CEC, CGC revenue sharing document inventors will get agreed sharing for their contribution in invention. Above share is for inventions developed as a part of curriculum or with the help of Institute funds/Technical Assistance. Whereas if the inventor show interest in commercializing the IP on his/her own than the institute reassigns the right of the IP to its inventor(s), the inventor(s) shall reimburse all the costs incurred by the Institute, which include protection, maintenance, marketing and other associated costs. This decision will solely be taken by CEC, CGC LANDRAN IP CELL Committee.
 - A. Inventors and CEC, CGC Landran could together license the product / IPR to any commercial organization, with inventors having the primary say. License fees could be either / or a mix of
 - Upfront fees or one-time technology transfer fees
 - Royalty as a percentage of sale-price
 - Shares in the company licensing the product
 - B. CEC, CGC Landran will not hold the equity as per the current statute, so RISE FOUNDATION will hold equity on their behalf.
 - C. If one or more of the inventors wish to incubate a company and license the product to this company, the royalties would be no more than 4% of sale price, preferably 1 to 2%, unless it is pure software product. If it is shares in the company, shares will again be 1% to 4%. For a pure software product licensing, there may be a revenue sharing to be mutually decided between the institute and the incubated company.
2. On the other hand, if product/ IPR is developed by innovators not using any CEC, CGC Landran facilities, outside office hours (for staff and faculty) or not as a part of curriculum by student, then product/ IPR will be entirely owned by inventors in proportion to the contributions made by them. In this case, inventors can decide to license the technology to third parties or use the technology the way they deem fit.
3. If there is a dispute in ownership, IPR committee including minimum five membered committee consisting of two faculty members (having developed sufficient IPR and translated to commercialization), two of the CEC, CGC Landran industry experts / alumni (having experience in technology commercialization) and one legal advisor with experience in IPR, will examine the issue after meeting the inventors and help them settle this, hopefully to everybody's satisfaction. CEC, CGC Landran can use alumni/ faculty of other institutes as members, if they cannot find sufficiently experienced alumni / faculty of their own.
4. Institute IPR cell or incubation center will only be a coordinator and facilitator for providing services to faculty, staff and students. They will have no say on how the invention is carried out, how it is patented or how it is to be licensed however in specific case, clarifications can be sought. When CEC, CGC Landran is paying for patent filing, CEC, CGC Landran will constitute a committee which can examine whether the IPR is worth patenting. The committee should consist of faculty who have experience and excelled in technology translation. If inventors are using their own funds or non-college funds, then they alone should have a say in patenting subject the Approval of Committee.
5. CEC, CGC Landran decision-making body with respect to incubation / IPR / technology-licensing will consist

of faculty and experts who have excelled in technology translation.

6. Interdisciplinary research and publication on startup and entrepreneurship will be promoted by the CEC, CGC Landran.

The inventor (s) / creator(s) share would be declared annually (or as revenues are received) in case of Tech transfer/Successful license and disbursement will be made to the inventor (s) / creator(s), their legal heir, whether or not the inventor (s) / creators are associated with CEC, CGC Landran, at the time of disbursement. Revenue sharing document inventors will get agreed sharing for their contribution in invention. However, any initial cost born by applicant, is reimbursed by CEC, CGC Landran.

When applicant of patent is CEC, CGC Landran, then patent fees is born by CEC, CGC Landran. However, if, applicant is other than institute, then applicant of patent is responsible for any of the fees. Further, any patent born by joint research through collaboration, will sign a mutual agreement of understanding with prior discussion on each aspect.

11. INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

(i) As a matter of policy, Institute shall, in any contract between the licensee and institute, shall seek indemnity from any legal proceedings including this, but not limited to manufacturing defects, production problems, design guarantee, up-gradation and debugging obligation.

(ii) Institute shall also ensure that staff have an indemnity clause built into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

(iii) The Institute shall retain the right to engage in or desist from or not in any litigation concerning patent and license infringements.

12. CONFLICT OF INTEREST

(i) The inventor(s) are required to disclose any conflict to finite rest or potential conflict of interest. If the inventor(s) and/or their immediate family have as take in a licensee-company, then they are required to disclose the stake they and /or their immediate family have in the company, and license or an assignment of rights for a patent to the licensee - company in such circumstances, shall be subject to the approval of the IP cell.

13. DISPUTE RESOLUTION

In case of any disputes between the Institute and the Inventor(s) regarding the implementation of the IP policy, the inventor(s) may appeal to the IP Cell of the Institute. Efforts shall be made to address the concerns of the inventor(s) by developing and instituting an arbitration mechanism and arrangement. The IP Cell decision in this regard would be final and binding on both Institute and inventor.

14. JURISDICTION

As a policy, all agreements to be signed by institute will have the jurisdiction of the courts in Chandigarh and shall be governed by appropriate laws in India.