

MINUTES OF THE 33<sup>RD</sup> MEETING OF THE SYNDICATE HELD ON 28.10.2021

Item No.33.88

*Kerala University Business Innovation and Incubation Centre(KUBIIC)- National Innovation and Startup Policy (NISP)- modification of guidelines by incorporating the suggestions from the experts of the NISP fomulation committee - Consideration of-reg:-*

(P.L.A)


The meeting of the National Innovation and Startup Policy (NISP) Formulation Committee held on 17.09.2021 discussed in detail the Guidelines Of Kerala University Business Innovation and Incubation Centre(KUBIIC) and put forward certain suggestions to be incorporated in to the same. The minutes of the NISP fomulation committee along with the draft policy document was placed before the meeting of the Syndicate held on 23.09.2021 (Item no: 32.67). The Syndicate had resolved to approve the draft policy document of KUBIIC,ie guidelines in principle . It was further resolved to approve the minutes of the NISP fomulation committee held on 17.09.2021.

Based on the resolution of the Syndicate and as per the direction of the Honourable Vice Chancellor, Dr.Manoj Changat, Director, KUBIIC has modified the guidelines of KUBIIC incorporating the suggestions of the NISP fomulation committee, in consultation with the Honourable Pro Vice Chancellor

As per the orders of the Vice-Chancellor, the modified guidelines of Kerala University Business Innovation and Incubation Centre (Appendix I) is placed before the Syndicate for consideration and recommendations.

***Resolution of the Syndicate***

**RESOLVED** to approve the modified policy guidelines of Kerala University Business Innovation and Incubation Centre.

  
REGISTRAR

  
PRO-VICE-CHANCELLOR

  
VICE-CHANCELLOR



**Policy Guidelines of  
Kerala University Business Innovation and Incubation Centre - University of  
Kerala (KUBIIC)**

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## **1. Preamble**

In tune with the global trends in the higher education and to encourage innovative entrepreneurship among research-scholars and students, the University of Kerala through its business innovation and incubation centre (KUBIIC) provide incubation support to start-ups. We believe that commercialization of advanced technologies developed at University of Kerala as a corollary of incubation activities can result in the creation of a robust eco-system of innovation.

In consonance with the Central and State Government policies and other institutions that promote start-ups, KUBIIC intends to provide support – requisite infrastructure, inculcate entrepreneurship amongst student community, financial -both internal and external sources, necessary mentorship, cohort interactions, academia-industry partnership, patent facilitation and technology transfer.

The objective of KUBIIC is to foster a culture of innovation through promoting scientific inquisitiveness, research and establishment of companies through promotion of student start-ups, faculty start-ups, entrepreneurship, job creation, and university – industry collaboration.

For an all encompassing growth of startups, imbibing the spirit of interdisciplinary and multi disciplinary approach - KUBIIC would like to open its doors to all the students and alumni, who belong to the University of Kerala's teaching and research departments/ Centre, herein referred as 'departments' and affiliated colleges of the University of Kerala.

## **2. Objectives**

1. To create awareness on innovation, incubation, product development and commercialization of products/technology/services
2. To synergize the triadic relationship of University-Industry-Government as in triple helix model for building better Innovation system and enabling knowledge flow
3. To ensure the transformation of students from job seekers to job providers
4. To establish professional linkages with reputed International/National/State level R&D centres and industrial establishments.
5. To bridge the gap between theoretical classroom learning and real-world applicability.

6. To enable the students/ faculty to meet the demands of Industry, Government and the broader community through research, workshops, seminars and empower the students to take their ideas from laboratories to markets.
7. To provide linking and networking with other incubation centres to facilitate incubatees interaction with entrepreneurial communities through lectures, fairs, exhibitions, industrial visits, etc.
8. To visit and adapt best practices and takeaways periodically from well established incubation centres from other institutes like IITs, NITs, Amritha University etc.
9. To offer an all-encompassing support system in extending ideas, nurturing incubation, facilitating product development, assisting training and providing premises.
10. To provide foresight leading to policy formulations and strategies for governments and agencies in the sphere of innovation and entrepreneurship.
11. To promote alumni who have work experience of 2 or more years in industry or entrepreneurships to start startups.
12. To facilitate Intellectual Property Rights (IPR)
13. To work in with organisations / agencies having similar objectives
14. To act in consonance with National/State governmental policies vis-a-vis innovation and startups

#### **4. Definitions**

**KUBIIC:** A separate business/legal as a company U/S 8 of companies act, that provides support to innovations/ incubations/ entrepreneurship by extending administrative, academic, financial, R&D support, start-up grants, patent facilitation and entrepreneurship support, and co-ordinates the activities of Technology Business Incubator (TBI) and Policy Incubator (PI).

**KUBIIC Member** (henceforth called **MEMBER**): Any permanent faculty, technical faculty, research scholars and students having a unique id given by **KUBIIC**.

**KU-Startup (USU):** A Pvt. Ltd. Company by a Member(s) singly or jointly with others or a Pvt. Ltd. Company promoted and invested in by - alumni, students,

researchers of various departments and affiliated institutions of University of Kerala

**Student Startup (SSU):** A proprietorship/partnership entity singly or jointly promoted and invested in by - alumni, students, researchers of various departments and affiliated institutions of University of Kerala

**Incubator:** A physical and/or virtual unit that extends various support systems for Start-ups and engages in specified relationships with them on behalf of **KUBIIC**.

**Start-up:** An entity that is a startup as defined by DPIIT from time to time which develops a business model based on either product innovation or service innovation, which is scalable, replicable and self-reliant.

**Host Institution:** refers to University of Kerala

**Co-host institutions** refer to well-known technology, management and R&D institutions approved by University of Kerala and working for developing start-ups and contributing towards developing a favorable entrepreneurial eco- system jointly with University of Kerala.

**Tinker Lab:** Tinker lab is a combination of experimental research and specialization. It sharpens technical and content specific aspects of a drawing and expands it by taking an open attitude in regards to the image and its possibilities within the design.

**Policy Incubator (PI):** The platform that incubates policies related to innovation/ entrepreneurship/ student-start ups /IPR in consonance with government policies related to student startups in general and other similar areas are discussed, debated and are put under pilot testing mode.

**Science Park:** It is the institutional mechanism consisting of a conglomeration of associated departments in the University and co-host institutions

**Fablab:** It refers to the fabrication lab that promotes education in hardware manufacturing and creates prototypes of hardware products.

**Accelerators:** Start-up Accelerators design programs in batches and transform promising business ideas into reality under the guidance of mentors and several other available resources.

**Angel Investors:** An angel investor is a wealthy individual who invests his or her personal capital and shares experiences, contacts, and mentors (as possible and

required by the start-up in exchange for equity in that start-up). Angels are usually accredited investors, who provides financial support.

**Venture Capital:** Venture Capitalists (VCs) support start-up funding and typically reserve additional capital for follow-up investment rounds and provide access to their networks for employees or clients for products or services of the start-up.

## 5. Governance

**KUBIIC** will have a governing council (GC) and an executive committee (EC) for discharging the duties and responsibilities. The Centre will be headed by a Director for the overall administration and providing a strong leadership.

### 4(a). Governing Council

The council will have Vice Chancellor as its Chairman and would be overseeing the activities of KUBIIC. The council will have the following composition and meet at least twice a year.

- Vice Chancellor, University of Kerala, Chairman.
- Pro-Vice Chancellor, University of Kerala
- Three members of the Syndicate who are teachers of University nominated by the Vice-Chancellor
- Director, Kerala State Startup Mission (KSUM) or his nominee
- Director, Kerala Development and Innovation Strategic Council (K-DISC) or his nominee
- Registrar, University of Kerala
- Finance Officer, University of Kerala
- Director, IQAC
- Vice Chairman - CSS
- Campus Director, University of Kerala
- Two Deans of Faculties nominated by the Vice Chancellor
- Representative from Kerala Start-up Mission
- Faculty members nominated by the Vice-Chancellor with the following representation
  1. General Science – 1 (one)
  2. Applied Science - 1 (one)
  3. Social Science – 1 (one)
  4. Humanities - 1 (one)
  5. Management, Commerce and Law - 1 (one)

- Three external experts, of which each having a good track record in incubating companies, IPR and licensing and experience in Venture Capital/Private Equity.
- A Technical expert from University of Kerala
- Legal Advisor
- Any two members nominated by the VC from academia or industry
- Director, KUBIIC (Convener)

As part of overseeing the activities of KUBIIC, the council will contribute to

1. To review broad policies and programmes of the Centre, formulate long term strategies and suggest measures for its improvement and development;
2. To receive, discuss and approve the annual report, accounts, audit reports and their satisfactory compliances along with its certification by the auditor and the disciplinary or otherwise action taken report in this regard by KUBIIC;
3. To maintain overall discipline of members including the power to take disciplinary action;
4. To suggest measures for improvement and development of KUBIIC;
5. To infuse external funds for seed money;
6. To decide on any other measures suggested by the Executive Committee.

The GC will be presided by the Vice-Chancellor. The Director, KUBIIC will be convening the meeting.

#### **4(b). Executive Committee (EC)**

The executive committee will have the Vice Chancellor as its chairman.. The composition of the EC would be as follows

- The Vice Chancellor, (Chairman)
- The Pro Vice Chancellor, University of Kerala
- Two members of Syndicate who are also members of the GC
- Registrar, University of Kerala
- Finance Officer, University of Kerala
- Director, IQAC
- Any two HoDs, any two faculty members, a Technical expert, all from University of Kerala nominated by the Vice-Chancellor
- Two External experts from various fields nominated by the Vice-Chancellor



- Director, KUBIIC (Member Secretary)

For effective management of KUBIIC, the executive committee would meet once in three months or as the situation demands. The EC shall be responsible for:

1. Inviting application for start-up proposals/ reviewing fresh proposals from startups and approval of the same;
2. Ensuring adequate space, infrastructure and other requirements for the startups;
3. Evaluation of the performance/ grievance redressal of the startups;
4. Seeking funds from the external sources;
5. Disbursal of seed fund on the basis of periodic evaluation of activities and progress of the startups;
6. Formalising IP related transactions between startups and University, especially on the sharing of revenue accruing out of IP commercialization and to resolve any differences arising out of IP related transactions;
7. Identifying industries for collaborative ventures;
8. Co-ordination between/among department heads for making policies related to start-ups, patents and industrial collaboration;
9. Approving the recommendations of the monitoring Committee (s) and
10. Initiating any other measure required for the smooth functioning of KUBIIC as suggested by the Director.

The meeting will be presided by the chairman and convened by the Director, KUBIIC. The decisions taken by the EC shall be ratified by the GC in subsequent council meeting.

#### **4(c). Director**

The KUBIIC shall be headed by a Director, who is responsible for carrying out the day-to-day administrative and functional matters of the centre. He has to be a faculty member, not less than the rank of a Professor, nominated by the Vice-Chancellor and appointed by the Syndicate. The Director would be responsible for:

1. Day-to-day administration of the Centre and developing the best practices to achieve stated goals and objectives of KUBIIC;
2. Identifying areas for future growth and opportunities for start-ups and providing guidance in IPR related matters;
3. Providing direction to Centre Manager in planning and executing assigned projects and running a full-fledged incubator;
4. Generating proposals for collaboration/linkages/ funding with industry and other external agencies;

5. Organize workshops/ talks / seminars / webinars for startups in the fields of technology, finance, law, marketing, funding, digital mechanisms, etc.;
6. To organize awareness campaigns and industrial visits; Setting up/ convening of monitoring and evaluation (M&E) committee and getting approval of the list of experts in various domains; Develop Centre budgets and establish cost-reduction initiatives;
7. Managing bank account with SBI, Kariavattom, approving/ disbursing vouchers in connection with sundry expenditure and maintain a monthly imprest money
8. Any other matter deemed necessary for the smooth functioning of the Centre with the approval of the Vice Chancellor

#### **4(d). Manager - KUBIIC**

The Manager would work in unison with the Director and be responsible for providing technical support of the centre and provide the necessary guidance for setting a start up. The Manager would be responsible for:

1. Assist startups in the areas of strategy, business plan development, market analysis, company registrations;
2. Understand requirements of startups and build a mentoring relationship through the mentor pool;
3. Define deliverables, their timelines and monitor progress of startups;
4. Identify external agencies for the startups;
5. Alerting and equipping the startups on possible external funding/ identify potential angel investors in different domains;
6. Help marketing the startups;
7. Analyze financial statements, forecasts and funding requirements of each potential startup;
8. Maintain a website;
9. Perform any other duties assigned by the Director,

The Manager has to possess a PG/Ph.D. in Science/Technology/ Business Management and have expertise in incubating start-ups. The Manager shall promote the activities of KUBIIC and help build and shape the brand image. The Manager should have the ability to independently lead and execute projects and possess excellent organizational, interpersonal and communication skills.

#### **6. Activities/Facilities of KUBIIC**

KUBIIC, in line with the policies of the state and central governments, would provide necessary facilities for nurturing the startups. KUBIIC will actively support the startups with a combination of inputs, which could include:

- Providing office and operational space;
- Administrative support for the conversion of idea of students/ faculty/ researchers/ alumni/ other innovators into a working business model;
- Monitor day-to-day activities of Incubatees in KUBIIC to bring in more accountability
- Implement a work culture to work more than 8 hrs a day if required so as to become serious in conducting business.
- Provide sufficient exposure about the eventualities including failure rates.
- Provide comprehensive training to promoters of startups in conducting business.
- Provide training formarketing their products/services.
- Build a pool of faculty having entrepreneurial capacity to take up the task of academic mentors. They need to get detailed learning on all practical aspects from most successful start up leaders
- Promote a number of faculty as entrepreneurs by giving sufficient training on all practical aspects from most successful start up leaders
- Make the trained faculty to act as a major link between industry and startup including Multi National Companies in and around the City.
- Support to identify the academic mentors for specific startups both from University and also from other Institutions;
- Support to access the University infrastructure distributed across the various Schools/Departments/Centers as per the startup policy;
- Assistance to identify financial support for startups;
- IP support and technology transfer;
- Support to commercialise R&D outputs and technologies into products through industrial linkage;
- Other services with preparation of business plan, consultancy (technical/legal) as well as technology support services;
- Proposing permission to use branding in the form of “Incubated byUniversity of Kerala”;
- Conduct Idea day/hackathons among students;
- Selecting feasible ideas and converting them to startupsClosely associating with all departments and affiliated colleges;
- Conduct awareness workshops, provide business management advice, networking support and mentoring;
- Arranging seed-fund whenever possible;
- Periodic monitoring/ reviews of start-ups and course correction, if necessary.

On behalf of the University, KUBIIC will carry out all dealings with Start-ups. It will also determine whether a Start-up is to be designated as a “University of Kerala Incubated one”. A nominal license fee of Rs. 500/- per month will be levied from the startups from the 11th month of signing of the MoU.

Active support will be provided to start-ups for three years from the date of execution of MoU. However, KUBIIC may extend the support for a maximum period of two more years from the date of formal approval on a case-by-case basis. If the start-up wishes to exit by the end of the third year or before, the startup would have to present the updated status with supporting documents, and the audited statement till date by the Chartered Accountant empanelled by KUBIIC.

#### **5(a). Academic interaction**

In order to ensure the involvement of students in entrepreneurship, KUBIIC proposes to facilitate student participation in SSU/USU, The possibility for acquiring credits will be explored by discussing in academic bodies..

#### **5(b). Ethics Committee**

All activities of USU/SSU shall maintain highest ethical standards. Any research/work of USU/SSU associated with human subject should get clearance from the University level ethics committee on research involving human subjects. Similarly any research/work of USU/SSU associated with animals should get clearance from the Institutional animal ethical committee.

### **7. Monitoring and Evaluation (M&E) Committee**

The startups are required to submit a quarterly progress report of all their activities to the Director. The report/ activities shall be evaluated by the monitoring and evaluation committee (M&E) convened by the Director in co-ordination with the Head of the Departments and the mentors concerned.

Monitoring & Evaluation (M&E) committee consisting of experts from industry, and academia will be constituted for evaluation of start-ups in University. The Committee will be periodically constituted on a case-by-case basis and will consist of Director, KUBIIC (Convener), Heads of the Departments concerned, experts form appropriate domains, and representatives from industry/KSUM. The committee will be responsible for evaluation/ selection of applications of start-up proposals, and monitoring of all startups in the different stages of incubation. Depending upon the nature of programmes/ start-ups, the M&E Committee could be held at the University/ department level for processing/ evaluation of the applications. The activities of the start-ups will be periodically monitored by KUBIIC and the departments concerned.

## **8. University start-ups**

### **7(a). Phases**

In order to commence activities, the USU/SSU have to be in one of the following two phases, namely ideation and entrepreneurial phases.

#### **Phase 1 : Ideation**

The ideational phase begins with participation of students from any of the departments/affiliated colleges of the University. Prospective startups from students/research scholars/alumni can apply online, upon invitation of applications by the Director. The applications would be evaluated by the M&E committee and selected applicants would be provided with an idea grant. The amount for idea grant may be decided by EC depending upon the availability of funds. There will a pre-incubation period of 6 months for the selected startups during which the techno-commercial feasibility of the ideas are to be tested by means of a prototype. There would be an evaluation at the end of the sixth month. On the basis of recommendation by M&E committee, the SSU can proceed to Phase 2. However, depending on the merit and stage of the proposal, M&E committee can recommend Phase 2 directly.

#### **Phase 2. Entrepreneurial phase**

The entrepreneurial phase involves designing an action plan to bring the product or service to market through company formation establishing sustainable, operational, marketing and legal structures for the business launch. For entry to this stage,

1. the startup needs to be registered as a Pvt. Ltd Company
2. on obtaining the registration, the startup, along with a detailed project proposal can request the Director, KUBIIC for permitting to operate from the University premises after signing an MoU on a stamped paper (at existing govt. rates) with KUBIIC
3. KUBIIC would then designate the startup as an “University of Kerala Incubated start-up”.

Students can join KUBIIC at any of the stages and will have access to office space and facilities of KUBIIC and the Departments they are attached to, subject to the recommendations of the M&E committee and its approval by the EC/GC by following prevailing rules and regulations.

### **7(b). Seed fund**

KUBIIC will provide a seed fund based on the recommendations of M&E Committee and the approval by Executive Committee. EC based on the strength of the reports of M&E committee, may decide on quantum of tranches to be disbursed to the startups in subsequent phases, if needed. However the amount may be decided by EC depending on the availability of funds. An audited utilization certificate by a Chartered accountant needs to be presented annually which is mandatory for the disbursement of tranches of funds.

The seed fund can generally be used for

1. validation of idea
2. initial expenses for formation of a company
3. prototype development / research and development
4. assistance towards travelling costs
5. carrying out field/ market research/ skill training/marketing and initial activities to setup a startup.

#### **7(c). Constituting Awards**

In order to recognise and motivate the student entrepreneurs, an annual "Innovation and Entrepreneurship award" maybe given to outstanding entrepreneur/(s) from amongst all USUs/SSUs. KUBIIC will conduct a competition annually for showcasing innovations/products of USU/SSU, which will be evaluated by an award committee constituted by EC, comprising industry professionals as experts. The nature of award will be decided by the EC from time to time.

#### **9. Faculty Member's involvement in USU**

A faculty member of the University will be permitted to involve with an USU, as mentor/adviser/consultant. However to associate as consultant, prior permission from the University need to be sought.

The roles of mentor and adviser are honorary positions without any remuneration. However, if the USU awards/offers a consultancy project to the faculty member, (s)he is free to engage in the consultant role by charging consultancy fees by adhering to the norms of the University Consultancy Cell. The faculty member may exercise caution while associating with start-ups and should ensure to avoid any conflict of interest in other projects/works that he/she undertakes from any other external agencies. The member should however declare this to University of Kerala in order to avoid any conflict of interest situation.

Any faculty must begin his / her engagement with KUBIIC by submitting a proposal through Head of Department to the Director, KUBIIC. On accepting the proposal by KUBIIC, the faculty will be authorized to perform the actions necessary for pre-incubation or incubation, including registration of the Start-up, fund raising, team development, product/services development, consulting, market research and development, etc.

#### **10. Research Scholars' / Students' Involvement**

If the research scholar/student is in receipt of any remuneration for the involvement in USU/SSU, his/her involvement would be governed by the rules applicable as per the fellowship/scholarship rules of the University/external funding agencies.

A research scholar/student is entitled to be part of any number of USUs/SSUs subject to approval of the EC.

#### **11. Intellectual Property Cell (IPC)**

In order to enable the students/faculty who run startups, file patent applications for their innovative products/ideas, an in-house IPC will function in KUBIIC.

The IPC would

- act as a single window for Intellectual Property (IP) protection, Intellectual Property (IP) advisory, and technology transfer for the startups
- facilitate the startups to commercialize their IP
- provide startups with updated IPR related information to improve their business prospects and marketability of products and services
- to strengthen IP component in business activities of startups and make them competitive nationally and internationally as well
- to conduct regular trainings, workshops and invited talks to strengthen IP awareness amongst the startups

The sharing rights for the intellectual property shall be subject to IP rights policy of the University.

## 11. Withdrawal of Support

University of Kerala reserves the right to withdraw its support to any Start-up that it engages with, after serving a 14-day notice to this effect. This may involve withdrawal of access to University of Kerala's facilities, and/or withdrawal of permission to MEMBER to engage further with the Start-up in any manner. Start-up will be required to desist from advertising itself as such thereafter. In order to protect University of Kerala's fair name and its interests, KUBIIC can make modifications to the agreement signed with the Start-up, subject to the approval of EC and GC.

## 12. Protection of University of Kerala's fair name

When a Start-up is designated as University start-up, it is permitted to advertise itself as such wherever such advertisement is appropriate. In case the start-up indulges in improper behavior or dealings, University of Kerala after sending a notice can disassociate with the start-up immediately, subject to an enquiry by EC and approval by the GC..

## 13. Exit Policy

An USU/SSU may exit KUBIIC in the following scenarios:

1. **Voluntary exit:** A USU/SSU decides to exit voluntarily. In such case the EC shall give approval for exit on the basis of the report from the Director, KUBIIC. This will follow voluntary exit rules.
2. **Forced Exit:** Incubated USU will have to report progress every six months. On three consecutive progress reports marked as unsatisfactory, KUBIIC after evaluating health matrix of the company can recommend for its forceful exit, which shall be approved by the EC and reported to the GC. A start-up could also be forcefully exited, if they make any change in promoters without taking KUBIIC into confidence. Further forceful exit can also be initiated if the start-up acts inconsistent with University rules, or violate any environment and or other law.



3. **Graduation exit:** Three years of successful incubation will lead to graduation of the company where company will exit out unless special extension is granted. There is possibility of early exit in case of certain financial milestones achieved by the company. These milestones will be decided during signing of MoU, following the health matrix.

4. **Deferred Exit:** After three years from date of signing of MOU, if the committee decides to grant extension – there will be rise in charges of the resources used by the USU. These are the USU's those show very high potential but need more time to unleash their potential.

The incubation period of a company will cease once it is considered as healthy and strong enough to survive outside the incubation environment. Assessment of Health matrix of a company includes some or all of the parameters given below:

- Revenue
- Expenses
- Number of users
- Number of active users
- Number of paying customers
- Total number of customers
- Opportunity visualization
- Accolades/awards
- Number of employees
- IP created
- IP evaluation
- Fund raised
- Data generated
- Technology/product/idea potential

### **13a. Exit rules**

- (a) When the Start-up reaches the maximum duration of three years;

- (b) Underperformance/ not reaching business milestones/ unfavourable existence, poor health (based on three consecutive reviews) would force KUBIIC to review the company for forceful exit;
- (c) When the sales annual turnover of the company exceeds 50 lakhs or when the company profit before interest and tax exceeds 20 lakhs annually;
- (d) Raising handsome investments from secondary funding sources (Angel, VC etc.) of Rs. 50 lakhs or more;
- (e) When the number of employees of the registered firm exceeds 12 members;
- (f) Acquisition or merger of the USU;
- (g) The start-up becomes a public limited company;
- (h) When the company transfers patented technology to a third party by observing IP rules of IPR policy.

Under any of the circumstances mentioned afore (clauses a to g), a start-up will have to pay KUBIIC, a nominal fee of the annual turnover as listed below:

- 3% for manufacturing
- 4% for service oriented and product based (non IT)
- 5% for IT.

## **Appendix 1: Structure of KUBIIC**

The office of the KUBIIC consists of the Director, Centre Manager, Research Associates in Science/Applied Science/Technology having Ph.D. in relevant areas, research assistants and supporting staff that may include casual staff. For effective functioning of KUBIIC, an incubation centre with a built up space of 20,000 sq.ft is required. The incubation space would consist of modules to accommodate start-ups with facilities for conference/meeting room, cafeteria, lab space, furniture, computers, utilities etc. and services (IT, technical, legal, financial and IP).



# Intellectual Property Rights Policy

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### **ANNEXURE** *Application*

#### **I PREAMBLE**

- University of Kerala has been engaging in research and development programmes that generate Intellectual Property (IP) which can be commercially utilized in a variety of forms for the benefit of the creator, the University and the general public.
- This Intellectual Property Rights Policy (IPR-P) of the University attempts to lay down guidelines, support procedures, processes etc., available to researchers at the University to enable them translate their creative works into IP and it relates to the ownership, protection and commercial exploitation of Intellectual Property created in the course of the creator's research in the University.

## II OBJECTIVES

The objectives of this IPR-P are :

- to create, stimulate and foster an ambience in which new ideas, research and scholarship can flourish, and from which pioneers of tomorrow emerge
- to promote innovations and facilitate protection of IP in an ethical environment
- to assist creators/innovators translate their IP into products, processes, services etc., for commercial exploitation
- to streamline procedures and processes for obtaining licenses, patents, copyrights etc., and to provide all necessary administrative support
- to ensure the timely and efficient protection and management of Intellectual Property
- to facilitate the recording, monitoring and maintenance of the University's Intellectual Property portfolio
- to ensure that economic benefits arising from the commercialization of Intellectual Property are distributed in a fair and equitable manner, recognizing the contributions of the researchers, the University as well as any other relevant stakeholders
- to enhance the reputation of the University as an academic research institution and a member of the society as well as the reputation of the Researchers by making the research results accessible for public use and benefit
- to strengthen the ecosystem for innovation and entrepreneurship in the university. Introduce clear guidelines for the ownership and sharing of intellectual property with start-ups emerging from the university, sharing of IPR emanating from academia-industry linkages and define the incentive mechanism (fiscal/non-fiscal) from IPR exploitation.
- to provide clarity to specific issues like material transfer agreement, contractual agreement

## III DEFINITIONS

- **“Commercialization”** means any form of exploitation of Intellectual Property, including assignment, licensing, or internal exploitation within the University.
- **“Copyrighted works”** mean literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and other materials or works other than software, which qualify for protection under the copyright law.
- **“Creator”** includes inventors, researchers, innovators, who contribute to the development of Intellectual property.
- **“University resources”** mean any form of funds, facilities or resources, including equipment, consumables and human resources provided by the University either in a direct or indirect way.
- **“Intellectual Property”** means inventions, technologies, developments, improvements, materials, compounds, processes, research results and other tangible research properties, including software and other copyrighted works.
- **“Intellectual Property Rights” (IP Rights)** mean ownership and associated rights related to Intellectual Property including patents; rights in utility model; plant breeders rights; rights in designs; trademarks; topography rights; know-how; trade secrets; and all other intellectual or industrial property rights as well as copyrights, either registered or unregistered and including applications or

rights to apply for them, together with its extensions, renewals and other rights or forms of protection which have equivalent or similar effect anywhere in the world.

- **“Inventor”** means the Researcher who contributed to the creation of the Intellectual Property.
- **“Research Agreement”** may refer to Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning the research pursued by the Researchers and/or the Intellectual Property created at the University
- **“Researcher”** means people employed by the University, including teachers, technical staff or other employees; or students, including graduate, postgraduate and research students; or any other person, including visiting scientists, who use the University resources to perform any research activity at the University or otherwise participate in any research project administered by the University, including those funded by external sponsors.

#### **IV SCOPE OF THE POLICY**

- This Policy shall be applicable to all intellectual Property created on or after policy approval date and all IP Rights associated with them.
- This Policy shall be applicable to all Researchers who have established legal relationship with the University based on which the Researcher is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement or individual agreement.
- The present Policy shall not apply in cases where the Researcher had entered into an explicit arrangement to the contrary with the University before the effective date of the Policy, or the University had previously entered into an agreement with a third party concerning the rights and obligations set out in this Policy.

#### **V LEGAL ISSUES CONCERNING THE STATUS OF RESEARCHERS**

The person exercising the authority of employment on behalf of the University shall ensure that the employment contract or other agreement establishing any type of employment relationship between the University and the Researcher includes a provision placing the Researcher under the scope of the Policy.

#### **VI OWNERSHIP RIGHTS**

- **In-House Research**  
All rights with respect to the investigations carried out at the University shall be vested in the University except in the case of research carried out under/jointly with other institutions or agencies, in which case the ownership will be decided and agreed through mutual deliberations.
- **Sponsored Research**

Intellectual Property Rights (IPR) of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be owned jointly by the University and the sponsoring agencies if they agree to equitably share the cost of filing and maintaining the IPR. If sponsoring agencies are not forthcoming, the University at its discretion may file the application with absolute ownership and the University will meet the entire cost of filing and protecting the IPR.

- Collaborative Research

All Intellectual Property Rights jointly created, authored, discovered, invented, conceived or reduced to practice during the course of collaborative research undertaken jointly by the University and Collaborating Institutions shall be jointly owned and the Collaborating Institutions will be requested to equitably share the cost of filing and maintaining the IPR. Where the Collaborating Institutions are not forthcoming for filing joint IPR application and sharing such costs, the University at its discretion may file the application with absolute ownership and the University will meet the entire cost of filing and protecting the IPR.

- Independent Research

All Intellectual Property Rights jointly created, authored, discovered, invented, conceived or reduced to practice during the course of research undertaken independently by the student/researcher without using any infrastructural facilities or financial support of the University shall be owned by the individual or group of individuals undertaking the research.

## **VII COPYRIGHTS**

Ownership of copyright of all copyrightable work shall be as follows:

- Copyrights of books, publications, teaching material, etc., created/authored by University personnel shall rest with the creator/author. Nevertheless, the University will be the absolute owner of the work's copyright if it is conducted in the course of the personnel's employment in the university.
- Copyrights of products, other than software, created by University personnel, shall rest with the author. However, if the University foresees a gainful return from copyrights, it may initiate steps to file and protect such copyrights and share the financial benefits with the creator/inventor on mutually agreed terms and conditions.
- If the copyrightable work is produced during the course of the sponsored and/or collaborative activity, the ownership of IP will be determined through specific provisions instituted through contracts, which will govern such activities.



## **VIII Trade Marks / Service Marks**

- Ownership of trade mark(s) / service mark(s) created for the University shall rest with the University. However, for the IP produced at the University, the University shall retain a nonexclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality agreements entered into by the University.

## **IX Material Transfer Agreement**

- Appropriate Material Transfer Agreement (MTA), which is a written contract between the university representing the researcher and the party concerned, will be initiated by the IP cell on a case to case basis. MTA will specify the rights, obligations, and restrictions of both the providing and receiving parties with respect to issues such as: ownership of materials and modifications or derivatives of the materials made by the recipient; limits on the recipient's use of the materials and related liability; restrictions on the recipient's ability to transfer the material, modifications, and derivatives to third parties; rights to inventions resulting from the use of the materials; rights to publish research obtained through the use of the materials; and reporting and confidentiality obligations. The researcher needs to notify the university IP cell especially when they would like to share with a third party biological materials such as reagents, cell lines, cultures, plasmids, vectors, nucleotides, proteins, bacteria, transgenic animals, pharmaceuticals, chemicals, and other proprietary physical materials which are covered under MTA.

## **X GENERAL**

- Any IP generated when an Inventor from the University works in a university or company abroad/in India on LWA/sabbatical leave/earned leave, will be jointly owned by the University and the other university/Company.

## **XI TECHNOLOGY TRANSFER**

- The Intellectual Property of the University, which is held either in the name of the University or jointly with other Institutions/Industry, will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.
- The IP Cell shall identify potential licensee(s) for the IP to which the University has ownership. In the case of joint ownership, the Organization/Industry which has sponsored the activity, will have the first right to commercially utilize and exploit Intellectual Property emanating from the collaborative activity, whether or not the same have been formally protected by patent(s). The licensing to commercially exploit would involve technology transfer fee and also royalty payment from the first date of such commercial exploitation for a period that will be mutually agreed upon.
- In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period of one year from the first date of development of the technology, the University reserves the right to transfer the said know-how to a Third Party for its commercial exploitation and use. However, in such instances, the University shall share the net proceeds from such commercial assignments, in equal measure with the collaborating organization/industry in the ratio 1:1.

## **XII REVENUE SHARING**

- The revenue generated through the commercialization of IP would be shared in an appropriate ratio (currently, this ratio is fixed as 60:40) between the creator(s)/inventor(s) and the University. If the University transfers the right of the IP to a third party, the inventor(s) shall reimburse all the costs incurred by the University, which include protection, maintenance, marketing and other associated costs. In the case of Joint inventors, the royalty will be shared on equal basis between/among them, except when there is an agreement to the contrary.
- In collaborative research, the royalty generated through the commercialization of IP would be shared in the ratio 50:25:25 among the inventors, university and the Collaborating Institution respectively. In the case of Joint inventors, the royalty will be shared on equal basis between/among them, except when there is an agreement to the contrary.
- In any research done under the guidance of any faculty of the University, irrespective of whether she/he is named as an inventor in the IP registration process, 10% of the revenue arising out of the commercialization of IP, would be given to the faculty. And the rest of the amount will be shared as provided in 12.1 and 12.2. In case more than one faculty acted as the guide, the royalty will be shared equally between/among them, except when there is an agreement to the contrary.

## **XIII INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY**

- As a matter of policy, the University shall, in any contract between the transferee and the University, seek indemnity from any legal proceedings including, but not limited to manufacturing defects, production problems, design guarantee, upgradation and debugging obligation. The University shall also ensure that the University personnel are also covered by an indemnity clause built into the agreements with the transferee(s) while transferring technology or any form of IP to the transferees.
- The University shall retain the right to engage in or desist from any litigation concerning IP infringements.

## **XIV CONFLICT OF INTEREST AND CONFIDENTIALITY**

- A researcher's primary commitment of time and intellectual contributions should be in the interest of the education, research and academic programmes of the University.
- It is the responsibility of each Researcher to ensure that their agreements with third parties do not conflict with their obligations to the University or this Policy. This provision shall apply in particular to private consultancy and other research service agreements made with third parties. Each researcher should clarify his or her obligations to the University to those with whom such agreements may be made, and should ensure that they are provided with a copy of this Policy.
- Researchers shall keep the University's business secrets in confidence. In terms of this Policy, *inter alia*, every fact, information, solution or data related to the research carried out at the University, whose public disclosure or

acquisition or exploitation by unauthorized persons could damage or endanger the University's lawful financial, economic or market interests shall qualify as business secret. Researchers shall exercise all due diligence regarding confidentiality provisions while communicating with third parties.

- Should any doubt arise concerning conflict of interest or confidentiality issues, researchers are advised to consult with the IP Cell of the University.
- Researchers shall promptly report all potential and existing conflict of interest to the IP Cell in order to reach a solution agreeable to all the concerned parties.
- The creator(s)/inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the creator(s)/inventor(s) and/or their immediate family have a stake in a transferee company to which the IP is transferred, then they are required to disclose the stake they and /or their immediate family have in the company. In such circumstances, the license or an assignment of rights for a patent to the licensee company shall be subject to the approval of the IP Management Committee.

## **XV PROCEDURE FOR IP FILING**

- Upon the creation of an IP, the inventor should submit an Invention Disclosure Form (IDF) to the IP Cell that functions under the Business Incubation and Innovation Centre. This form will contain all details of the invention such as creator(s)/ inventor(s) involved, the sponsoring agency, details of public disclosures, brief description of the creation/invention, etc. This form will be recorded and docketed at the IP Cell. Corresponding reference number will be provided to the inventor(s).
- The IP Cell will, then, constitute an IP Evaluation Committee (IPEC) to evaluate the submitted IP. The Committee will consist of University faculty in the concerned field of study. The creator(s)/ inventor(s) will be required to make a presentation about the invention to the IPEC at a meeting called for, by the IP Cell. IPEC will evaluate accordingly and take a decision *vis-a-vis* the obtaining of Intellectual Property Rights (IPR) for the invention. The decision will be communicated to the IP Cell.
- Based on IPEC's decision, IP Cell will determine whether or not the University will press ahead with an [IPR Application](#) for the invention.
- If the decision is in favor of the submitted invention, IP Cell will proceed with the obtaining of IPR for the invention. Though IP Cell funds all inventions cleared by the IPEC, it is preferred that [Potential Licensees](#) fund, in whole or in part, the expenses related to the obtaining of IPR for the invention. This is suggested owing to the high cost of filing IPR applications for selected inventions.
- If the decision is not in favor of the submitted invention, the committee will cite certain reasons for the same. These reasons will be communicated to the creator/inventor. The creator/inventor may then re-work on the creation/ invention accordingly, and re-seek the Committee's approval. He/She can also contact the IP Cell for any help in this regard.
- The filing and prosecution of IPR applications are assigned to External Agencies. These agencies (generally IP Firms) are chosen, depending on factors such as the nature of the invention, invention-relevant technical competence, creator's/ inventor's preference, etc. It should be noted here that the successful

filing and prosecution of an IPR application depends to a great extent on the creator's/inventor's cooperation. Hence, creator/ inventor should always accord due importance to the filing and prosecution process. The IPR will subsequently be maintained by the IP Cell with the help of the chosen agencies.

- Where possible, IP Cell will file and prosecute IPR applications on its own. However, this will depend on the collective decision of the creator/inventor and the IP Cell.
- IP Cell will then, seek to utilize or commercialize the invention. In accordance with the [IP Policy](#) and keeping in mind the creator's/inventor's preferences, the IP Cell will then license the IPR to the concerned agencies. This will be done by entering into a Licensing Agreement with the agency. The royalties will be shared with the creator(s)/ inventor(s), based on the terms of the IP Policy.

#### **XVI Breach of the terms of this Policy**

- Any breach of the terms of this Policy will be tantamount to misconduct and the University will have the freedom to initiate penal action as per the prevailing law and to initiate steps to cancel any Intellectual property secured by the creator in violation of the terms of this policy.

#### **XVII DISPUTE RESOLUTION**

- In the case of any dispute between the University and the Creator(s)/Inventor(s) regarding the implementation of the IP policy, the Creator(s)/Inventor(s) may appeal to the Vice-Chancellor of the University. Efforts shall be made to address the concerns of the Creator(s)/Inventor(s) by developing and instituting an arbitration mechanism and arrangement. The Vice-Chancellor's decision in this regard would be final and binding on the University and the Creator(s)/Inventor(s).

#### **XVII LEGAL JURISDICTION**

- As a policy, the courts in Thiruvananthapuram will have jurisdiction over all the agreements signed by the University and shall be governed by appropriate Government laws.

**Appendix VII**  
**Government Order for sabbatical**



**GOVERNMENT OF KERALA**

**Abstract**

Electronics & IT Department – Kerala Startup Mission – Sabbatical Scheme for faculty members – Guidelines approved- Committee constituted for the selection of beneficiaries – Orders issued

**ELECTRONICS & INFORMATION TECHNOLOGY (IT CELL) DEPARTMENT**  
**G.O.(Rt)No. 240/2017/ITD** Dated, Thiruvananthapuram, 07/10/2017

Read: Letter No. K-SUM/391/2017 dated 28.07.2017 from the Chief Executive Officer, Kerala Startup Mission

**ORDER**

In the 18th meeting of the executive committee of the Kerala Startup Mission, the proposal for implementation of sabbatical scheme for the faculty members who intend to start Startups as founders / co-founders along with students is accepted to be implemented in a pilot basis. The Chief Executive Officer, Kerala Startup Mission has proposed to approve the guidelines for implementation of the scheme and to issue orders constituting the committee for selection of beneficiaries under the scheme.

Government have examined the matter and are pleased to accord sanction to the Chief Executive Officer, Kerala Startup Mission to implement the sabbatical scheme of faculty members intended to start Start ups as founders / co-founders along with the students as per the following guidelines

1. Fellowship will be given for faculty members on application in the prescribed format.
2. Faculty should avail sabbatical leave with or without pay from the institution in which he/she is working.
3. The scheme is open only to regular faculties of the institutions.
4. The institution should give an undertaking to re-induct the faculty on completion of sabbatical leave, if he/she desires to rejoin.
5. Sabbatical will be given as per the rules applicable to the institution in which he/she is working.
6. In case of non-payment / Payment of reduced salary, the faculty will be paid a fellowship of Rs. 50000 or last drawn salary whichever is lower during the period of sabbatical leave.
7. All the benefits, scheme and support including R&D grant, productization / scale up grant, seed fund, international exchange programme/business visits, training and mentoring etc available for Startups will be extended to faculty Startups also.
8. The maximum duration of the fellowship is 24 months and pilot scheme is limited to 10 faculty members
9. Faculty members with innovative project in POC / Prototype stage or above

File No.ITCell-2/212/2017-ITD

only will be considered for fellowship.

An Expert Committee with following members is also constituted for the selection of beneficiaries under the scheme.

1. The Chief Executive Officer, Kerala Startup Mission
2. Representative of KTU
3. Representative of CUSAT
4. Representative of AICTE
5. Dinesh Thampi, CTO, TCS, Kochi

(By order of the Governor)

**M. SIVASANKAR**  
**SECRETARY**

To:- The Chief Executive Officer, Kerala Startup Mission  
The Vice Chancellor, Kerala/Calicut/KTU/CUSAT (Through CEO, KSUM)  
All the members of the Expert Committee (Through CEO, KSUM)  
The Higher Education Department  
The Principal Accountant General (A & E), Kerala  
The Principal Accountant General (Audit), Kerala

**Signature valid**

Digitally signed by PRANMOD V  
R  
Date: 2017.10.09 13:21:33 IST  
Reason: Approve