



KLE TECHNOLOGICAL UNIVERSITY

IP POLICY

By: IP CELL KLE Tech Univ



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FOREWORD

KLE Tech. recognizes the importance of innovations and assists in translating them into products, processes and services for both commercial benefits and achieve the widest public good. In this regards the University has developed Intellectual Property (IP) Protection policy to support inventors in intellectual property rights and monetization of IP. The IP policy aids in developing an eco-system conducive for innovation and growth of innovation culture. KLE Technological University's IP policy is designed to identify, protect and leverage the bouquet of IPs that is generated from research—patents, copyrights, design rights and trademarks amongst others, that serve the purpose of knowledge diffusion and commercialization. The policy also helps researchers and inventors effectively collaborate with external agencies and other institutes. The features of IP Policy aim to meet and enable the University to achieve its vision

Dr. Ashok Shettar

Vice Chancellor

KLE Technological University

ABOUT THE IPR BOOK

The University IP Policy states the procedure to be followed in the administration of inventions which result from teaching, research, and other intellectual activity performed under University auspices. The University has developed IP review and IP filing process which aids inventors to protect their IP rights. The policy is reviewed annually and revised as per the requirements and developments of the University and IP rules and regulations of India.

IP policy also eludes to various agreements to transfer, share and monetize IP rights. The following documents are part of the IP policy

- i Non-Disclosure Agreement (NDA)
- ii Technology Transfer Agreement
- iii Joint IP Agreement
- iv Invention Disclosure Form

Dr. Uma M
Dean R& D
KLE Technological University

Part A

IP Policy Preamble

This policy concerning Intellectual Property of KLE Tech is aligned to the vision and mission of KLE Technological University.

KLE Tech acknowledges the role of numerous stakeholders in the creation of its Intellectual Property (IP), namely the government, public, researchers, faculty, staff, postdoctoral fellows, research students, postgraduate and graduate students, guest researchers, sponsors, technology transfer units and the national IP offices. Being a public educational institute, interests of the various stakeholders have been attempted to be taken care of.

KLE Tech recognizes the importance of innovations and assists in translating them into products, processes and services for both commercial benefits and achieves the widest public good. The features of this IP Policy aim to meet such needs and enable KLE Tech to achieve its vision. KLE Tech's IP policy is designed to identify, protect, and leverage the bouquet of IPs that is generated from research – patents, copyrights, design rights and trademarks amongst others, that serve the purpose of knowledge diffusion and commercialization.

The IP policy of KLE Tech is segregated into two primary sub policies relating to (a) “inventions” and (b) “expressions” associated activities at the KLE Tech. The main IP policy presents the generic position of KLE Tech. The Inventions related IP Policy relates to patent, design, layout, trademark, bio-diversity and related rights whilst the Expressions related IP Policy provides direction for the Copyright and related rights. Various forms that explain in detail the sub processes, various situations and required documentation will be included as part of the implementation of this policy.

Part B

Part B- The KLE Tech Hubballi Intellectual Property (IP) Policy

0.1 IP Policy

This policy is applicable to all the KLE Tech Personnel—students, faculty, staff, researchers, project engineers, research assistants, interns, visiting scholars and CTIE staff members. Entrepreneurs, industry and external parties should be aware of KLE Tech’s IP policy if they are working with KLE Tech to generate IP, share or license IP or any other IP related activity. Ownership of IP when external parties are involved is also addressed in this policy.

KLE Tech personnel are entitled to decide if the results of any research undertaken by them in the course of their employment/ engagement with the KLE Tech shall be disseminated through publications or disclosed as they wish in accordance with normal academic practice. However, the concerned parties should be aware of the various Intellectual Properties that get created in the course of their research, collaborations and teaching that has potential for increased productiveness or break through development/inventions and creative activities as a means of effective communication and dissemination.

Under situations where a particular invention /development come under both the sub policies of Inventions vis-à-vis Expressions, the IP Inventions Policy will supersede. The KLE Tech’s decision to grant waivers to the creators from non-application of the IP policy is delegated jointly to the Dean Research and Development (Dean R&D) and Vice Chancellor of KLE Tech OR to IP Steering committee of KLE Tech which includes VC and Dean R&D.

- I **Ownership:** The IP policy has to be accepted and signed by all KLE Tech Personnel. KLE Tech owns all the Intellectual Property (IP) that is produced by all KLE Tech personnel and external stake-holders who use significant resources of KLE Tech. Refer to the detailed relevant IP Inventions Policy (Part C) and Expression Policy (Part D) for exceptions. KLE Tech reserves the right to apply for IP protection in India/throughout the world/specific countries for suitable protection of the IP generated. KLE Tech will also decide about the continued maintenance of the IP.

The policy also addresses scenarios where KLE Personnel are working with external parties when IP is generated jointly. The following scenarios exist

I-A) When IP is generated using KLE Tech’s research facilities (significant resources) (Labs, workshops, software and computing systems) jointly by external party and KLE Tech personnel. In this case the IP rights are mutually agreed upon by KLE Tech and external party - before the start of the collaboration. IP rights shall be jointly filed by KLE Tech and external party. An agreement (Annexure 5) is signed regarding sharing of monetized value of IP.

I-B) When IP is generated by external party using research facilities (significant resources) of KLE Tech. In this scenario IP rights are mutually agreed upon by external party and KLE Tech - before the start of the collaboration, and an agreement (Annexure 5) is signed regarding sharing of monetized IP value. IP rights can be filed jointly by KLE Tech or a third party.

I-C) IP rights can be waived by KLE Tech when KLE Tech students and personnel generate IP while working with an external party and using their research facilities (significant resources) during the period of engagement with the external party. However, if the external party has no IP policy of its own and does not insist on IP rights, KLE Tech students and personnel can protect the IP generated by them during this period by filing for IP rights through KLE Tech and avail the benefits of the policy. If the external party insists on joint IP rights point I-B above can be applied.

Annexure 1 : Gives an explanation of what constitutes significant resources.

II Disclosure : KLE Tech encourages timely disclosure of all potential IP/Inventions/Innovations generated (conceived or reduced to practice in whole or in part) by members of the faculty or staff (including research staff, doctoral students, students and visiting scholars) of the KLE Tech and external stake-holders in the course of their KLE Tech related activities. KLE Tech identifies the relevant statutory and other mechanisms not limited to Patent, Copyright, Trademark, Design Rights, Integrated Circuit, Plant Varieties and rest towards registration. Disclosure enables prompt action by KLE Tech to appropriately protect and disseminate the research activities occurring at KLE Tech. All requests/claims for IP must be routed through the office of Dean R&D, and appropriate approvals taken before-hand.

Annexure 2 : Details the process of disclosure and protection of KLE Tech's Intellectual Property. All such disclosures are considered to be confidential.

III IP Licensing and Agreements KLE Tech understands the legitimate commercial needs and the security required in the form of IP especially for breakthrough technologies. KLE Tech strives to balance this critical requirement against the primary goal of academic and research dissemination leading to a practical usage of the technologies being developed. The licensing is done by KLE Tech by considering the evaluation, marketing,

negotiations and licensing of the entire KLE Tech owned IP (Refer Annexure 4 for details and Annexure 5 for information on Agreements). In certain cases, KLE Tech might use the services of a third party for licensing the technology developed, under mutually agreed terms and conditions with such party, within the framework of the KLE Tech IP Policy.

IV Licensing Types The type of license provided will depend on the nature of the invention/innovation. KLE Tech, being an academic institute, encourages non-exclusive licensing towards wider deployment of innovations being developed at KLE Tech. Under certain exceptions, KLE Tech might consider exclusive licensing. In case of platform wide use of inventions / innovations and or where significant resources/effort have to be invested by the licensee in using the IP, KLE Tech might consider providing an application and/or region specific or a full scale exclusive license. Due-diligence, not limiting to business plan, business model, milestones and usage plan of the IP in discussion and other relevant information as required, would be undertaken, in order to determine the type of licensing to be provided. Licenses are provided to a company and not to an individual. License may be limited to that particular IP in discussion and not to its enhancements or modifications. Licenses provided are subject to periodic review including the working status and accessibility / availability of the IP used. Based on the review of the licensing activities, KLE Tech reserves the right to extend, modify or terminate the type of existing license provided.

a) **License Exemptions** In case of both the inventor(s) and external party(ies) requesting for the license of the same KLE Tech owned IP at the same time, preference for licensing may be provided to the inventor(s) based on the nature of technology amongst other considerations.

Irrespective of the license provided, KLE Tech retains the right for research exemption and experimental use for patents, design rights and under fair use of copyrights and trademarks on an KLE Tech wide perpetual license towards its basic objective of academics and enhancing research. This will include the right to publish, use of technical data, the method, product and related services that has resulted from earlier research which has been licensed for the activities mentioned earlier.

In the case of inventions by its faculty / students / research scholars / other KLE Tech Personnel under lien/sabbatical/visit/internship, KLE Tech exercises the right to the accesses of such IP created for the sole purpose of academic work and research under research exemption and fair use, being conducted within its jurisdiction. The stakeholders are encouraged to disclose the invention through appropriate invention disclosure form (IDF) of such developments during their external stay.

V **Technology License/ Transfer Options** KLE Tech recognizes the inventor(s)/creator(s) as a key component for successful commercialization process. KLE Tech shall use the following options to utilize the IP generated. Licensing may be made either directly to third parties or through incubation or through licensing agents. It is to be noted that the IP generated would preferably be licensed and not assigned. KLE Tech reserves its march-in rights in the case of assigned IP. Any licensing done by KLE Tech will be on an as is where is basis.

1 **Technology licensing:** This would be as per the current policy and revenues earned will be shared with the inventor(s) in a 70:30 ratio. The 70% due to the KLE Tech inventor(s) will be distributed as per the separate inventors' agreement entered into between the inventors. In the case of multiple KLE Tech inventors, the default inventors' royalty share is done on an equal basis in the absence of an alternate revenue sharing agreement. Details of royalty sharing are given in Annexure 3. Salient features of the licensing include the following:

- i Preferred mode is Non Exclusive licensing. Exceptions to this will be based on the funding of the project and any other relevant requirements.
- ii Exclusive license will be subjected to periodic review of license not limiting to usage status, application and/or region specific, royalty generation for continuing such license agreement.

2 **Incubation through Center of Technology Innovation and Entrepreneurship (CTIE):** KLE Tech inventors and community interested to incubate the technologies developed have an opportunity through CTIE. Salient features for CTIE incubation model include the following:

- i Nature of license (exclusive, non-exclusive or transfer of know how) will be based on the nature of the technology developed and on any prior contract governing the IP to be licensed.
- ii Exit time review of the earlier license provided would determine the future mode of license.
- iii Exclusive licensing provided after exit from CTIE will be subject to periodic review based on various measures.
- iv For IP involving multiple inventors, a No-objection Certificate (NoC) from all the inventors concerned is a necessity for an exclusive license to be considered. In the absence of NoCs from all concerned, a non-exclusive license ONLY will be provided to the

requester(s).

V **Licensing through agents:** In some cases, KLE Tech might utilize the services of third party licensing agents and mechanisms for effective deployment of the technology developed. Salient features for third party licensing agents include the following:

- i The nature of the licensing would be generally non-exclusive.
- ii Exclusive licensing will be subject to periodic review based on various measures. For an IP which has not been licensed to any party, the creator(s) may also contact potential licensee(s) on their own initiative, maintaining confidentiality and taking all necessary care so as not to affect the value of the IP, through appropriate agreements such as Non-Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions. If KLE Tech has not been able to commercialize the creative work in a reasonable time frame, the creator(s) may approach the Dean R&D for the assignment of rights of the invention(s) to them.

VI **Infringements, Damages, Liability and Indemnity Insurance** KLE Tech shall, in any contract between the licensee and KLE Tech, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgrades, debug obligations and the content created. The policy also supports the need to indemnify KLE Tech personnel built into the license agreements for Sponsored research and consultative work. KLE Tech shall retain the right to engage in any litigation concerning its IP and license infringements.

VII **Conflict of Interest** The inventor(s) are required to disclose potential conflict of interest while undertaking any IP related activity. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company. A KLE Tech license to a company in which the inventors also have a stake and management role shall be subject to the approval of the Dean R&D taking the above consideration into fact. All KLE Tech Personnel shall be bound by the conflict of interest related policy/ guidelines of KLE Tech as applicable from time to time.

VII **Dispute Resolution** In case of any disputes between KLE Tech and the inventors/ creators regarding the implementation of the IP policy, the aggrieved party may appeal to the Vice Chancellor of KLE Tech, and/or the IP Steering Committee. Efforts shall be made to address the concerns of the aggrieved party through the appointment of a committee of experts and the verdict of the Vice Chancellor is final.

IX **Jurisdiction** All agreements to be signed by KLE Tech will have the jurisdiction of the court in Karnataka and shall be governed by appropriate laws of India.

Part C

The Inventions IP Policy (Patents, Trademarks, Design rights and related)

1 Applicability & Requirements:

This policy is applicable to all KLE Tech personnel as defined in the overall IP policy and their range of activities such as, but not limited to, teaching, research, distance education and modules, continuing education programme, consultancy, sponsored work, collaborative research (internal and external) and the range of inventions includes patentable subject matter, trademark/service mark, geographical indicators, design registrations, integrated circuits layout, plant varieties, materials transfer and other related necessary Confidential Information.

Evaluation of academic work associated with IP creation will be subject to KLE Tech norms as applicable from time to time. Any agreement with an external agency, which requires delay in public disclosure for the purpose of IP protection, should usually not have effect for longer than three months from the time of notification by KLE Tech to the said agency.

The applicability of the IP policy will be covered through appropriate forms to be filled by the KLE Tech personnel.

2 Relevant inventions and Ownership:

Under this policy, title to such inventions including software where applicable, designs and integrated circuit layouts and patentable subject matter that are created in KLE Tech with the use of significant KLE Tech resources are assigned to and owned by KLE Tech, regardless of the source of funding, if any. In case the funding agency insists on IP rights, it shall be discussed before the start of the research and IP rights shall be shared with mutually agreed ratio.

All inventors/creators are required to ensure that an “inventor’s agreement” is filled at the time of submission of an invention disclosure to KLE Tech. This agreement would among other aspects, include ratio of sharing any revenue received from commercialization of the said technology amongst the KLE Tech inventors/ creators. Absence of such an agreement will be considered as equal sharing amongst the KLE Tech inventors/ creators.

3 Ownership exemption The possibility of exemption to ownership is given in the following cases and KLE Tech reserves the right to revise these exemptions on a case to case basis.

- i If the inventor / creator is not related with KLE Tech.
- ii If the inventor/creator has not used significant resources of KLE Tech. The inventor(s)/creator(s) are to submit the lack of using significant resources (as described in Annexure 1) for exemption purposes.
- iii If KLE Tech is not interested to take forward the disclosed invention/creation towards IP protection or through prior specific agreement.

In case of KLE Tech not protecting an IP, the inventor(s)/ creator(s) are provided with the permission to protect the same in countries of their choice.

4 Externally Funded /Collaborative Development For the relevant invention(s) including software, designs and integrated circuit layouts, produced during the course of a sponsored and/or collaborative activity(internal/external),specific provisions related to IP made in contracts governing the collaborative activities are to be referred along with this policy. Cases where confidential data and results are to be used by the KLE Tech for its academic and research work, exclusive access to the relevant project members have to be provided. Relevant faculty, students and researchers who would contribute in such projects are to be duly notified of potential delay in approval for publication, academic and research related activities before accepting such project proposals. Based on such agreements assigned by KLE Tech, the following scenarios are envisaged:

- i KLE Tech is the sole owner of the IP generated from the funding provided.
- ii The IP generate disowned jointly with the collaborative partner having the first rights of refusal towards commercialization.
- iii In the case of a collaborative/multiple consortium based IP generation, the IP terms of such agreement is to be considered along with the policy. In the absence of any specific mutually agreed IP agreement in such cases, KLE Tech follows its IP policy.
- iv KLE Tech can assign the IP generated, to the funding agency based

on the nature of the technology, funding and specific applications.

Under all circumstances, KLE Tech always reserves the right to use the IP generated for its academic and research purposes.

5 Design Rights

The design right for a created component (physical or graphic, any dimension) follows the IP inventions policy as indicated in this section.

6 Trade Mark(s)/ Service Mark(s)

The logo of KLE Tech would be the trade mark of the KLE Technological University. It is to be noted that the logo of KLE Tech cannot be used on any of the private communication of any of the KLE Tech personnel. Official activities that are part of the officially recognized bodies of KLE Tech, web pages hosted on the KLE Tech domain, project websites and reports in which KLE Tech is a project member, student thesis are allowed by default to have the KLE Tech logo. The usage of the KLE Tech logo, KLE Tech name in full or partial for all other activities has to get due approval of KLE Tech.

7 Material Transfer Agreements (MTAs)

This agreement is of relevance to activity which requires a physical material access for research. KLE Tech follows a material transfer agreement aligned with its academic and research needs. The MTA is used for both KLE Tech to provide a material (typically biological) to any other external party and also to request any material from external agency. Such agreements are to be finalized in consultation with KLE Tech for all materials transferred to and from external agencies.

* * End of Inventions related IP Policy* *

Part D

The Expressions IP Policy
(Copyrights related)

1 Applicability & Requirements:

This policy is applicable to all KLE Tech personnel as defined in the overall IP policy and their range of activities during their engagement with KLE Tech such as, but not limited to, teaching, research, distance education, continuing education, consultancy, sponsored work, collaborative activity (internal and external), KLE Tech designated or sponsored work (academic, cultural) and the range of creations includes copyright able works and related necessary confidential information.

This sub policy is limited to the “literal” component of any deliverable and patentable / “inventions”- related content will be under the purview of the IP inventions policy. As an example, thesis under the copyright policy of KLE Tech refers only to the literary work of the thesis.

Evaluation of academic work associated with IP creation will be subject to KLE Tech norms as applicable from time to time. Any agreement with an external agency, which requires delay in public disclosure for the purpose of IP protection, should usually not have effect for longer than three months from the time of notification by KLE Tech to the said agency.

2 Relevant inventions and Ownership:

Title to such creations including literary works, software, music, cinematography, sound and other rights covered under the Copyright Act of India, 1956 and amendments thereof, where applicable, that are created in KLE Tech with the use of significant KLE Tech resources under this policy are assigned to and owned by KLE Tech.

KLE Tech is the owner to the administrative and other documents created as part of designated work. Examples include course outline documents, question papers, answer sheets, grade ranking sheet, and other such creations. All the creations are required to ensure that the “inventors’ agreement” is filled at the time of submission to KLE Tech. This agreement would among other aspects, include ratio of sharing of any revenue received from commercialization of the said creation. Absence of such an agreement will be considered as equal sharing amongst the creators.

3 Ownership exemption

Exemption to ownership is given in the following cases and KLE Tech reserves the right to revise these exemptions on a case to case basis. Copyright being present by default on any material being created, the policy provides the following ownership exemptions to the various creations that

occur as part of KLE Tech personnel's activities. The copyright ownership is treated separately for the various creations identified.

Teaching/ Course material

- 1 KLE Tech acknowledges that the author is the owner of teaching materials created for teaching purposes during author's engagement with/stay at KLE Tech.
- 2 As most of the course content is created cumulatively and in order to enable a wider usage and distribution of the teaching materials created, KLE Tech by default gets a license to the copyright and all other rights of the content created by the creator for fair dealing under academic and research context.
- 3 KLE Tech is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.

Thesis

- 1 The student is the original creator of the thesis, fine-tuned with relevant contribution of the supervisor(s) and the copyright authorship rests with the student creator.
- 2 The ownership is jointly held by the student creator and the supervisor(s) concerned. The supervisor(s) can waive off their joint ownership if desired. Relevant forms will be made available for such waivers.
- 3 The supervisor(s) is (are) required to sign off at the time of the thesis submission, indicating the commercial/potential commercial/no commercial value of the work concerned.
- 4 KLE Tech reserves the right to identify potential IP generated through the submitted thesis and protect such identified IP before displaying the thesis in public domain. KLE Tech gets a non-exclusive, non-commercial license for the display and use of the thesis for academic and research purposes.
- 5 In the case of a thesis resulting from external funding, the joint ownership of the thesis extends to the external supervisor(s). Pending any specific agreement, the IP and Copyright policy of KLE Tech will be applicable by default in such cases.
- 6 Both the student and the faculty supervisor(s), where applicable, have the right to first refusal for any further adaptations and other deriva-

tive work that is intended to be done by either of the parties. They are given three months' time from the day the official request submitted, to exercise their right to refusal. The official request should include at the minimum the adaptations identified.

- 7 Failure to respond within the time duration of three months will be deemed to be an acceptance of the proposal presented. Either party can approach KLE Tech towards the resolution. The Vice Chancellor of KLE Tech authorizes the formation of a panel under the Dean R&D for a resolution process.
- 8 Irrespective of any agreement, KLE Tech reserves the right to use the thesis for educational and research requirements. KLE Tech may not prefer the use of NDA for its thesis evaluation.
- 9 KLE Tech gets an automatic right to display the thesis in soft and hard forms

Books, articles and related literary works

KLE Tech encourages its personnel to spread knowledge and books, technical articles etc. are ways in which this vision can be achieved. In this respect, KLE Tech does not claim ownership of copy right on books authored by KLE Tech personnel. In cases where the books are related to the multiple research groups / faculty teaching the course in the KLE Tech, it is expected that the interested author shall get the relevant objection certificate from co-authors/ other contributors.

Use of KLE Tech logo on any personal publications by the faculty/staff/student is prohibited. In cases of KLE Tech designated works and other works like the content development programme, the ownership rests with KLE Tech.

Students who wish to publish their thesis, prior to submission for an academic degree, as a book or any other type of publication are required to seek a prior written approval from Dean R&D -KLE Tech.

* * End of Expressions related IP Policy* *

Part E
Annexure

0.1 Annexure 1

Defining parties concerned and significant usage

In addition to faculty and staff (including project staff), the provisions of the KLE Tech's IP policy will extend to all students, research scholars and post-doctoral fellows, non- employees who participate or intend to participate in research projects at KLE Tech (including visiting faculty, industry personnel, visiting students, fellows, etc.) either in a direct or indirect relationship with KLE Tech or through any related activity.

- 1 Use of library facilities, internet connectivity, and occasional use of office equipment and office staff will not be considered "significant use" of KLE Tech facilities and equipment. In addition, the following are accepted as no significant usage of KLE Tech resources:
- 2 The inventor does not use any KLE Tech provided funds or KLE Tech administered funds in connection with the activity resulting in generation of IP.

Prior disclosure by the inventors of any intellectual property that closely resembles a specific research project at the KLE Tech, together with an explanation that such intellectual property did not arise through use of KLE Tech resources.

The KLE Tech requires the individual to provide supporting documentation towards the claim of no significant use of the KLE Tech resources and reserves the right to grant appropriate waivers. It is to be noted that in the event of further development or modifications to an earlier individual work by making significant use of KLE Tech facilities, resources and related funding, KLE Tech may assert further rights in accordance with its IP policies.

Access to facilities for external registered students is limited to their related research and is bound by the IP policy of KLE Tech.

0.2 Annexure 2

Disclosure, Assessment and Protection

For all invention(s) produced at KLE Tech University, the inventor(s) who are KLE Tech Personnel are required to disclose the creative work to the IP Coordinator or Department IP representative at the earliest date using an Invention Disclosure form (IDF) of the KLE Tech. Disclosure is a critical part of the IP protection process and it formally documents claims of inventorship, the date of the invention and other details of the invention. The inventor(s) shall assign the rights of the disclosed invention to KLE Tech.

For sponsored activity, the provisions of the contract pertaining to disclosure of creative work are applicable. For IP generated collaboratively with an external agency disclosure process can be adopted, however the IP rights shall be mutually agreed upon.

All KLE Tech personnel and non-KLE Tech personnel associated with any activity of KLE Tech shall treat all IP related information which has been disclosed to the KLE Tech and/or whose rights are assigned to KLE Tech, or whose rights rest with KLE Tech personnel, and/or whose rights are jointly owned as confidential. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public.

In order to expedite and complete the procedural and legal formalities of IP protection, all inventors / creators of KLE Tech are required to sign such identified documents and provide assistance to empower and enable KLE Tech to complete these statutory requirements within stipulated time.

Assessment of Inventions /Innovations for protection

The KLE Tech shall assess the patentability of the invention and make one of the following recommendations:

- 1 KLE Tech shall take the responsibility of protection of the IP, in which case, KLE Tech will initiate appropriate processes.
- 2 In the event of KLE Tech not taking up the responsibility of protection of the IP, the inventor/creator(s) may then choose to protect the IP on their own. However the ownership rights shall remain with KLE Tech. In such cases, the cost and revenue sharing will be governed by a separate agreement between KLE Tech and the inventor / creator(s).

- 3 Filings of IP Applications in foreign countries: Within a reasonable period of filing the complete IP application in India, KLE Tech shall, based on available information decide on the suitability of protection of the invention in foreign countries.
- 4 If KLE Tech opts not to undertake such protection in any specific country requested by the inventor(s), the creator(s) may then choose to protect the creative work on their own. However the ownership rights shall remain with KLE Tech. In such cases, the cost and revenue sharing will be governed by a separate agreement between KLE Tech and the inventor /creator(s).

Renewal of IP Rights

A decision on the annual renewal of IP rights will be taken by the KLE Tech. If KLE Tech decides not to renew the IPR in any country, then it may assign the rights of the IP in that country to the creator(s) based on a request to that effect from the creator(s) and an internal review. In all cases where IP rights in any specific country have been reassigned to the inventor(s), KLE Tech shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by KLE Tech.

0.3 Annexure 3

Revenue Sharing

Net earnings from the commercialization of IP owned by KLE Tech would be shared as follows:

- 1 The inventor(s)/creator(s) share would be declared annually (or as revenues are received) and disbursement will be made to the inventor(s)/creator(s), their legal heir, whether or not the inventor(s)/creators are associated with KLE Tech at the time of disbursement.
- 2 The revenue sharing ratio between the inventor team and KLE Tech will be a fixed 70:30 in favor of the inventor team. IP protection costs will be part of the license revenue sharing agreement between KLE Tech and inventor(s).
- 3 Where applicable and when KLE Tech reassigns the rights of the IP to its creator(s) for any country, the cost and revenue sharing will be governed by a separate agreement between KLE Tech and the inventor / creator(s).

The inventors may at any time by mutual consent revise the distribution of IP earnings agreement.

0.4 Annexure 4

Role of Dean R&D

Dean R&D KLE Tech provides guidance, support and resources to all KLE Tech personnel and facilitates protection and deployment of intellectual property. In achieving this goal, Dean R&D creates awareness about the importance and role of IP Rights, implements the IP policy, ensures transparency and fairness of implementation processes, solicits feedback regarding the fulfillment of the IP policy and periodically reviews the Policy to improve upon any shortcomings, strengthens the infrastructure and resources for protection and exploitation of IP and makes available expert inputs.

Issues of ownership, confidentiality, disclosure, patentability, technology transfer, revenue sharing, and conflict of interest among others play a very important role in any IP management and workshops/meetings are conducted by the KLE Tech to enhance awareness on related issues. Dean R&D also provides templates and guidelines for the contracts, agreements and MOUs governing the effective exploitation of the IP produced by KLE Tech. All such agreements and matters relating to claims, filing, confidentiality, infringements, damages, liabilities and compliance are administered by Dean R&D.

0.5 Annexure 5

Contracts and Agreements

All agreements including but not limited to the following categories, for activities undertaken by any KLE Tech personnel need to be approved by KLE Tech.

- 1 Non-disclosure Agreement
- 2 License Agreement
- 3 Technology Transfer Agreement
- 4 Collaborative MOU with University / Organisation

Dean R&D acts as the final signing authority in all categories of agreements listed above. Dean R&D facilitates the process of framing such agreements by way of providing templates and services through professional consultants.