



**Kurukshetra University Technology Incubation Centre
(KUTIC)**

**Kurukshetra University, Kurukshetra , India
(A+ Grade NAAC Accredited)**

Policy For Kurukshetra University Technology Incubation Centre (KUTIC)



**Kurukshetra University, Kurukshetra ,
India**

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Kurukshetra University Technology Incubation Centre (KUTIC)

Kurukshetra University, Kurukshetra , India
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Policy Document for KUTIC **Kurukshetra University, Kurukshetra**

A. Objectives of Kurukshetra University Technology Incubation Centre

Kurukshetra University Kurukshetra (KUK), established by Central/State **Act under** Section 2(f) of the **UGC Act, 1956**, is a A + grade NAAC accredited university. The university has setup an incubation centre under the **Rashtriya Uchchatar Shiksha Abhiyan (RUSA)** through a society named as Kurukshetra University RUSA Project Society (**KURPS**). The incubation centre is focusing on Science and Technology and is named as Kurukshetra University Technology Incubation Centre (**KUTIC**) with the mission to create an ecosystem for incubating start-ups and create academia-industry interface for a symbiotic relationship between industry and university. The objectives of KUTIC are as given below

- To motivate students and research scholars to translate their ideas into products
- Develop an ecosystem to promote the utilization of expertise of the Faculty for mentoring the start-ups
- Rope in expertise of Alumni for providing a strong backbone to the activities of start-up
- Provide networking with mentors and advisors from Industries
- Promote incubation of Science and Technology based start-ups

A. ORGANISATION STRUCTURE & FUNCTIONS

Kurukshetra University RUSA Project Society (KURPS) is endowed with the responsibility for overall administration of the KUTIC and management of its common facilities. KURPS also facilitates the marketing of KUTIC among potential clients (i.e. KUK faculty and scholars, entrepreneurs and high tech industries etc. in India and abroad), and disseminate information to industry association, government departments, sister organizations, Angel Investors and Venture Capital Companies etc.

Constitution

An University level Empowered Committee on KUTIC known as Project Action Group (PAG), has been constituted. Following faculty members of KUK, for the time being, constitute the Project Action Group:

1. Prof. Anurekha Sharma, Electronic Science Department, KUK – Co-ordinator
2. Prof. Anil Mittal, Management Department, KUK- Member



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3. Prof. Anita Yadav, Biotechnology Department, KUK- Member
4. Dr. Hardeep Anand, Associate Professor., Chemistry Department, KUK- Member
5. Dr. Reeta Devi, Assistant Professor, UIET, KUK- Member
6. Dr. Ashwani Mittal, Associate Professor, Biochemistry, IIHS-Member

The KUTIC would be responsible for, among other things,

- Finalization of the Membership criteria and terms and conditions with respect to Technology Incubation Centre (including space utilization fees)
- Screening of applications from prospective incubatee and final selection subject to approval by KURPS board
- Periodic monitoring of progress of incubatee members and review of their performance, especially relating to technical collaboration with KU faculty/Depts.
- All matters relating to interaction between the KUTIC, KURPS and KUK system, including those concerning sharing of resources etc.
- KUTIC in consultation with KURPS shall appoint advisory board members(6 to 10 members)

In short, the KUTIC will be managing the interface of KURPS, whereas KURPS will play the role of administrator.

B. INCUBATOR RESIDENCY

(I) Admission Criteria

Application for incubation would be open throughout the year. The applicant should submit the application form (as Annexure 1).

Among eligible applicants following criteria shall be observed for short-listing:

- i. Homology between the services/expertise/facilities available at the KUK and technical facilities/assistance required by the applicant.
- ii. Technology based product or services: The product or services should be based on new technologies or technologically innovative concepts and should seek to develop a proprietary position.
- iii. Entrepreneurial capability: The applicant should have adequate technical education or business experience to exploit the technology.
- iv. Startups would be admitted by **Expression of Interest and evaluation by the screening committee.**
- v. Commercial viability and growth potential.



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- vi. Written Business Plan: The applicant member has to prepare and submit a written business plan at the time of admission. The plan should indicate key focus, market analysis, customers, costs, pricing and cash flow forecasts.
- vii. R & D intensity: The key focus during the incubation will be on the R & D intensity and therefore an applicant should clearly indicate in advance the areas of technology to be addressed and the departments/centres/faculties/laboratories and facilities of KUK to collaborate with on a regular basis.
- viii. Capability to network with other incubatees, with the industry and with contacts of KUK/KURPS
- ix. **Primary Condition for Incubation**
The resident company/ incubatee may be a company or LLP. In case the resident company/Incubatee is a Proprietorship, Partnership Firm or a Pre Incorporated entity, the promoters must get it registered as a company or as a LLP within three months of entry into incubation.
- x. **Primary Condition for Pre-Incubation**
In case the applicant has a novel idea but is still a student he/she can apply for pre-incubation. For the Incubatee which has applied for Pre-Incubation, registration as a company or LLP will not be required. Here, the company/ incubatee can remain as a Proprietorship Firm, a Partnership Firm or a Pre-Incorporated entity for a period of six months, thereafter, they have to get it registered as a company or LLP

(II) Terms of Residency

- i. Residency period shall be for two years however depending upon progress of incubation the period can be extended by one more year. In special cases KUTIC at its discretion may extend the residency period upto five years.
- ii. Each applicant recommended for membership by the KUTIC and approved by KURPS board will have to execute a Licence/Rent Agreement (**Annexure 9**) for space utilization with the KUTIC and a tripartite agreement/Incubation Agreement(**Annexure 6**) on collaboration with the KUK and KURPS.
- iii. Each successful applicant, admitted as an incubatee, will have to pay to the KUTIC a charge of utilization of space, at a rate to be decided by KUTIC from time to time as prescribed in Annexure-2.
- iv. All applicants approved for KUTIC residency will be required to give an undertaking to offer Royalty/ Consideration/ Commission equivalent to 5% of their turn over to the KUTIC/KUK with the option of lump sum settlement of such royalty/ consideration at an appropriate time in future.
- v. Under no circumstances, routine sales/marketing operations will be permitted from the KUTIC.



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- vi. Incubatees/startup companies may be given a cooling period of 3 months to use incubation services on rental basis to take a final decision based on satisfaction of services offered by the KUK/KUTIC.
- vii. **Default in payment:** If the incubatee defaults to pay any dues then they shall have to pay such dues at any time till exit with prevailing rates 8.65%* of interest compounded quarterly. KUTIC has the right to change the rate of interest at its discretion from time to time.

** The interest rate is decided on the basis of rates prevalent with SMILE scheme (for SIDBI's internal rating grade of C6, 5-year term loan) of SIDBI, which is a scheme to provide soft loans in the nature of quasi-equity to start-ups and MSME. Kindly refer to: www.sidbi.in/SMILE.php*

C. Services

(a) Space

A limited modular space shall be provided to new entrepreneurs or technology based organizations for a limited period of time for setting up an office or a workstation or a prototyping laboratory within the Campus with a view to:

- (i) Promote interactions with and technology/expertise resourcing from the members of academic staff and research scholars of the Departments and Centres of the KUK, and
- (ii) Incubate novel technology and business ideas into viable commercial products or services.

The modular spaces shall be available with appropriate infrastructure like electricity and power lines, telephone and networking arrangements, but without any other furniture as such and shall be made available to carefully screened applicants.

(b) **Business Facilities:***(without any charges levied)*

- i) Committee Room, Conferencing, Reception etc.
- ii) Photocopying, Fax
- iii) Telephone, Internet Services
- iv) Staff recruitment

(c) **Promotion/Publicity:***(without any charges levied)*

- i) Networking with other incubators
- ii) Publicity through newsletters, presentation at various technology platforms, conferences, seminars etc.
- iii) Promotion through participation in technology/trade fairs etc.
- iv) Connecting with techno legal commercial services like vetting of agreements/business tie-ups, networking with funding/service providers



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(d) Funding:

- i) An early stage fund support through Soft Loan/Seed grant
- ii) Project sub-contracts

(e) Services of Professionals

KUTIC may identify and associate professionals for accounting, IP, legal and management expertise on a part-time basis as prescribed on Annexure 3. Incubatee/ Resident Company can avail of their services on prescribed charges.

(f) Technical:

Faculty consultants/student interns, techno-commercial supports through network partners

- i) Compensation for use of KUK resources such as research equipment and laboratories are prescribed in Annexure 8.

Any consultancy services hired shall be governed by the KUK consultancy policy.

D. POLICY FRAMEWORK

(I) Categories of Resident Members

Category-I – *An incubator nursery programme – initiated by one or more members of faculty, staff, students or alumni of the KUK or other premier govt./public undertaking technological Institutes supported by KUK/KURPS or some other technology promoting body with a view to trying out a novel technological idea or scaling up a laboratory proven concept.*

Category-II – *Technology based start-up companies*

Category-III – *Technology/R & D unit office of a small or medium size enterprise, industry association/an R & D company who desires to have a technology interface with KUK.*

Operational Parameters for all categories:

Each KUTIC incubatee needs to be recommended by a Screening Committee and approved by the KURPS Board for the following Operational Parameters

- *Residency period shall be for two years however depending upon progress of incubation the period can be extended by one more year. In special cases KUTIC at its discretion may extend the residency period upto five years.*



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- Each applicant approved for membership by the KURPS Board, will have to execute a License/Rent Agreement (**Annexure 9**) for space utilization with the tripartite/Incubation Agreement (**Annexure 6**) in collaboration with the KUK and KURPS.
- Each successful applicant, admitted as an incubatee will have to pay to the KUK a charge of utilization of space, at a rate to be decided by KUTIC from time to time as prescribed in **Annexure 2**.
- On completion of the agreed tenure of the period, the incubatee shall unconditionally and compulsorily vacate the office space.
- All incubatees will be required to give an undertaking to offer Royalty/ Consideration/ Commission equivalent to 5% of their turn over to the KUTIC with the option of lump sum settlement of such royalty/ consideration at an appropriate time in future.
- Each incubatee shall be required to have a Faculty mentor from KUK, or the incubatee may have additional mentor from any other institute/University/industry as a faculty mentor/Advisor in consultation with faculty mentor from KUK. The terms and conditions in this regard have to be worked out by the incubatee with the faculty concerned and intimated to KUTIC.
- Address in the KUK campus cannot be used as the address of the registered office of the resident company except in the case of students.

Operational Parameters for students:

For Category-I: Student resident members

- All student KUTIC incubatees who are under incubation, but are pursuing some entrepreneurial ventures while studying will be allowed to use the incubation centre's address for correspondence in the University to register their company with due permission from the KUK.*
- All KUTIC student incubatees be allowed to sit for the examination, even if their attendance is less than the minimum permissible percentage, subject to permission from the KUK.*
- All KUTIC student incubatees will be allowed to take a semester/year break to work on their start-ups and re-join academics to complete the course. They earn academic credits for their efforts while creating an enterprise depending upon the decision of review committee constituted by the KUK.*



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- *The student incubatees shall not be liable to pay any Royalty, however they shall submit their audited financial accounts to KUTIC as is applicable in case of other incubatees. They will be governed by the terms and conditions applicable to other incubatees after they cease to exist as students.**

****Subject to approval by academic council.***

Operational Parameters for faculty/staff:

(II) KUK Faculty Participating in KUTIC as a promoter/Owner of a start-up company

- The concerned faculty member will have to register with the KURPS.
- The Vice-Chancellor, KUK on recommendations of the KURPS Board shall be the Competent Authority for according approval to all such applications from faculty members.
- On a full time basis, the faculty member must take Sabbatical Leave/Leave of the kind due during the first year of the entrepreneurship with prior approval of the competent authority. However, for a part-time involvement, the existing norms for giving consultancy will prevail**
- During the subsequent years of the entrepreneurship, the faculty members will do their normal teaching and other academic activity and they can spend one day per week. Alternatively the faculty member can devote full time by keeping lien with KUK. The lien for this purpose may be granted as per the provisions in KUK calendar**

**** Subject to approval by university/competent authorities**

(III) Financial support in the form of Seed capital (Loan//grant)

*KUTIC through KURPS may provide seed loan subject to the availability of funds/ grants meant for this purpose as prescribed in Annexure 4&5. The support (on **returnable loan/grant**) to be provided to incubatee shall be subject to the following terms:*

- *Faculty of the KUK would be associated in the particular venture and*
- *The funds shall be utilized in accordance with the requirement of a particular incubatee or project primarily to support:*
- *The gaps in the requirements of the incubatee and resources made available at the KUK.*
- *Recurring expenditure of the incubatee through seed grant/loan.*



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- The support under the scheme will be provided to the **registered entities**. The registration amount will be mobilized by the promoters.
- The financial support to be treated as seed grant/soft loan from the KURPS to the incubatee. KURPS at its discretion may charge interest on this loan.
- KUTIC may monitor the utilization of such funds as it deem fit.
- The revenue generated by the KUTIC by way of license fee, royalty and others and also the loan returned by the incubatees may be ploughed back for supporting technology incubation.

Within the framework of incubation operations outlined as above, the financial implications for Technology Business Incubation Operation for incubatees are as follows:

(i) Space Utilization charges

*Benchmark space utilization charges: Rs. 40 per sq. ft. pm

*Concessions granted during incubation period

Category	Period	Concessions
I	1-3 months	100% concession on the Benchmark Charges
	4-24 months	Upto 75% Concession on Charges
II & III	1-24 months	50% concession on the Benchmark Charges

The space utilization charge shall be reflected in the Annexure 2 between the incubatee and KUTIC prior to commencement of the incubation. The payments are to be made by the incubatee on invoice raised by the KUK (construction branch of KUK).

The concession, as mentioned above, may be amended and changed any time and if so changed or amended, the changed and amended concession shall be applicable to the Incubatee with immediate effect.

(ii) Maintenance Charges for common facilities

A flat charge of 20% on the space utilization charges is to be paid by the resident companies for the common facilities e.g. reception, photocopying/conferencing facilities,



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conference/meeting room and other logistics. This is payable by each resident company on invoice raised by the KUK.

(iii) Turn over consideration

5% of the turn over of the start- up company shall be deemed as royalty of the KUTIC in consideration for the collaborative R & D/ handholding activities. This is to be paid by the start-up companies along with copy of the Annual Report and Audited Statement of Accounts after the end of each year.

In the case of a start-up company – owned/promoted by the KUK faculty members, the company shall pay to the KURPS an amount equivalent to **3% of gross annual turnover** as royalty/ consideration/ commission. This is to be paid by faculty promoted start-up companies along with copy of the Annual Report and Audited Statement of Accounts after the end of each year.

The payment of royalty (5% for incubatee and 3% for faculty owned startup) shall be deemed as due for payment at the end of each financial year, 90% of which shall be paid immediately based on self-assessment, however, any difference in the amount based on audited account shall be paid/recovered within six months of the end of the financial year.

The royalty terms may have the option of lump sum settlement of such royalty/ consideration at an appropriate time in future.

(iv) Seed loan/Seed grant

KUTIC supports the incubatees and pre-incubatees to raise their seed funding. Such facilitation would be on a case to case basis, subject to availability of grants/funds, basis of application, business plan, and subject to the approval of the committee. The seed support shall be in the form of seed loan as prescribed in Annexure 5 and seed grant as prescribed in Annexure 4 : For seed support being approved in the form of loan or grant, the total fund will be disbursed in eight phases, however, the disbursement shall be subjected to periodic performance evaluation of the incubated companies. KUTIC will stipulate the terms in the loan and grant agreements.

(v) Payment for utilities

Charges for expenses on electricity and other utilities are to be paid at actual on invoice raised by the Construction /General branch of KUK.

(vii) Intellectual Property Rights



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The rules and guidelines governing the intellectual property rights for incubatees/start-up companies are prescribed in Annexure 10.

(viii) Personal Guarantee

The resident company/incubatee will have to sign PERSONAL GUARANTEE as given in the **Annexure 7**.

(IV) Exit Policy

Notwithstanding any issues pending between the incubatee and the KUK /KURPS at the time of completion of the agreed tenure of incubation period, the incubatee shall unconditionally and compulsorily vacate the office space. The Agreement will also contain a provision to monitor the progress of incubatee to ensure that significant collaboration/association with the KUK through the faculty and/or research laboratories/facilities are manifested in the technology incubation of the incubatee. In case such monitoring reveals that the incubatee resorted to operations in contravention with the submitted Business/Work Plan or fails to collaborate with the KUK or resorted to routine sales/marketing operations, the incubatee will undertake to vacate the office on a written notice by the KUTIC to this effect. If incubatee ceased to be a start-up in accordance with the start up policy of the Govt , then it has to exit the incubation centre.

F. DISCLAIMER:

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

- i. Ensuring success of an incubatee, its products/ process/ services or marketability,
- ii. Ensuring quality of support and services provided by KUTIC to the complete satisfaction of the incubatee or their promoters/ founders.
- iii. Ensuring quality of services of the consultants engaged by the incubatee through KUTIC/KUK network. Incubatee will have to apply their judgements before getting into a relationship with them.

The incubatee agrees that KUTIC/KUK or their employees shall not be held liable for anything on account of the above.

G. RIGHT TO MODIFICATION:



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KUK/KUTIC reserves the right, in its absolute discretion, to revise, modify, alter and amend this policy as it deem fit, from time to time, without any notice, consultation, discussion or information to anybody.

H. AGREEMENTS:

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

Incubation agreement:

License/Rent Agreement

Personal Guarantee

Soft loan Agreement:

Seed grant Agreement:

ANNEXURE-1

Annexure to the Incubation Agreement

APPLICATION FOR INCUBATION AT KURUKSHETRA UNIVERSITY TECHNOLOGY INCUBATION CENTRE (KUTIC)

- 1. Name of the applicant:**
- 2. Primary email address:**
- 3. Primary contact number:**
- 4. Qualification (pursuing or completed)**
- 5. Are you a student (pursuing) or an alumnus of KUK? (Please enter the details year/stream/degree)**
- 6. Address for Communication:**
- 7. PAN & AADHAR Details**
- 8. Company/nursery incubatee name, address of registered office and CIN, details of directors:**
- 9. Company domain/sector:**
- 10. Company Stage
Ideation:**



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Mockup complete:

Prototype:

In Beta:

In Market:

Other:

11. Do you have a working prototype (yes/no)?

12. What is your company currently seeking?

- Go to market strategy
- Funding and financial Assistance
- Business Advisors
- Investment & Networking
- Infrastructure and office space
- Business and mentorship support
- Technology & Advisory support
- Interns
- Virtual Incubation
- Other :

13. Please provide a brief description of your company, product or service:

14. Describe your target market (i.e size, audience, industry, demographic, etc.):

15. Unique Value Proposition (How will your solution be better than the competition?):

16. Describe your competitive advantage? What is your differentiation factor that encourages consumers to use your product over the competition's?

17. Brief description of potential intellectual property (Intellectual property potentially associated with your idea:

18. Describe your revenue streams:



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19. Short Description of members of Founding Team:

20. Declaration by the applicant:

I/We, hereby, declare that I/We have read and understood the terms & conditions of the Kurukshetra University Technology Incubation Center (KUTIC) at KUK and will agree to abide by the same. I/We will follow the rules and regulations of KUTIC and KUK. The declaration and facts in the application are correct, and true to the best of our knowledge and no material fact has been concealed.

Applicant's Signature

Name:

Email ID:

Ph. No:

Date

ANNEXURE 2

Annexure to the Incubation Agreement

Consideration for infrastructure facilities

The consideration payable by the company for the use of the incubation centre facilities and infrastructure will be as follows:

Office Usage Fee	@ Rs.40/sq.ft/month
Electricity charges including air-conditioning	On actual per quarter
PC usage fee	@ Rs.1000/month/computer
Printer	@ Rs.200/month/(inkjet)



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Internet connection	@ Rs.1000/quarter
Any other facility required by incubate/ Resident	On actual per quarter or part thereof

Note:

The Incubation charges, as mentioned above, are in accordance with the Rules, Regulations and Policies of KUK/KUTIC and may be amended and changed any time and if so changed or amended, the changed and amended Incubation Charges shall be applicable to the Incubatee with immediate effect.

ANNEXURE-3

Annexure to the Incubation Agreement

Consultancy services through partner organizations and identified consultants

KUTIC may also, if regulations of KUK permit, assist the Resident Company/ Incubatee in getting consultancy services through partner organizations and identified consultants:

- Accounting tools/ software
- Experiences of successful companies will be generated through a knowledge/information platform offering management principles, reviews/evaluation of intellectual property, deal making, transactions, networking, VC funding, company registration etc.
- Tie-ups with chartered accountants, company secretaries, advocates and other professional organizations as required
- Networking events/showcases

Note:

KUK consultancy policy may be amended and changed any time and if so changed or amended, the changed and amended consultancy policy shall be applicable to the Incubatee with immediate effect.



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ANNEXURE-4

Annexure to the Incubation Agreement (Seed Grant)

Seed grant will be subject to the following terms and conditions, which are subject to review from time to time:

1. Successful incubatees would be provided seed grant to support the startups for a period of 2 years upto Rs. 25 lakhs to cover the capital and operational expenditures.
2. The incubatee desirous of getting seed grant may submit an application on admission or any time during its tenure at KUTIC.
3. KUTIC shall provide seed grant subject to funds and grants being made available for this purpose. As per the prevailing system, the exact amount of the grant shall be determined on case to case basis, on the basis of the application, business plan, and subject to the approval of KUTIC/KURPS. The companies which already have some sources of revenue will be given priority.
4. KUTIC will have the sole discretion to recommend or reject an application and its decision in this regard shall be final. KUTIC is not obliged to offer any justification for denying a seed grant application. The applicant would enter into a Seed grant Agreement with the KUTIC.



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5. The sanctioned seed grant will be disbursed in eight phases, however, the disbursement shall be subjected to periodic performance evaluation of the incubated companies.
6. KUTIC may monitor the utilization of such funds as it deem fit. The company will be subject to performance review every quarter. Further disbursement of seed grant would depend on the progress shown in the previous quarter. The un-disbursed seed grant portion will be adjusted, according to the company's performance.
7. It is mandatory for incubatee and pre-incubatee companies to participate in all review meetings conducted by KUTIC, failing which necessary actions may be taken by KUTIC.



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ANNEXURE-5

Annexure to the Incubation Agreement (Seed Loan)

Seed loan will be subject to the following terms and conditions, which are subject to review from time to time:

1. The total seed loan for successful incubatees will be upto 25 Lakhs for a period of 2 years to cover the capital and operational expenditures.
2. KUTIC will decide about the mode of repayment, which could differ from company to company
3. The incubatee desirous of getting seed loan may submit an application on admission or any time during its tenure at KUTIC.
4. KUTIC shall provide seed loan subject to funds and grants being made available for this purpose. As per the prevailing system, the exact amount of the grant shall be determined on case to case basis , on the basis of the application, business plan, and subject to the approval of KUTIC/KURPS. The companies which already have some sources of revenue will be given priority.
5. KUTIC will have the sole discretion to recommend or reject an application and its decision in this regard shall be final. KUTIC is not obliged to offer any justification for denying a seed loan application. The applicant would enter into a Seed Loan Agreement with the KUTIC
6. The sanctioned seed loan will be disbursed in eight phases, however, the disbursement shall be subjected to periodic performance evaluation of the incubated companies.
7. KUTIC may monitor the utilization of such funds as it deem fit. The company will be subject to performance review every quarter. Further disbursement of seed loan would depend on the progress shown in the previous quarter. The un-disbursed seed loan portion will be adjusted, according to the company's performance
8. It is mandatory for incubatee and pre-incubatee companies to participate in all review meetings conducted by KUTIC, failing which necessary actions may be taken by KUTIC.
9. The repayment schedule will be set out at the time the loan application is approved and will form part of the Loan Agreement. If a company leaves KUTIC before the negotiated repayment period, it will ensure to repay/return the loan prior to its exit from KUTIC.
10. The repayment options shall be decided by a committee comprising members from the KUK, KUTIC, CA & legal consultant. Complete amount would be paid back with an interest, which will be the prime lending rate of SBI (on the date of sanction) less 3% and remains fixed for the tenure of the loan.



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ANNEXURE-6

INCUBATION AGREEMENT

Between

**KURUKSHETRA UNIVERSITY, KURUKSHETRA
and**

**KURUKSHETRA UNIVERSITY TECHNOLOGY INCUBATION CENTRE
a constituent part of
(KURUKSHETRA UNIVERSITY RUSA PROJECT SOCIETY)
and**

M/S. _____ PRIVATE LIMITED,

This Agreement on Science and Technology partnership is made effective on and from ____ day of _____, 2019

BY AND AMONGST

Kurukshetra University, Kurukshetra, having its registered office at -----, represented by its Vice-Chancellor or his nominee (hereinafter referred to as KUK which expression, unless excluded by or repugnant to the context, shall include its successors, administrators, executors and permitted assigns) of the FIRST PART

AND

M/s. _____ LIMITED having its registered office at -----, represented by its Chief Executive Officer / Director (hereinafter referred to as ABCD, which expression unless excluded by or repugnant to the context, shall include its successors, administrators, executors and permitted assigns) of the SECOND PART

AND

Kurukshetra University Technology Incubation Centre, established under KURUKSHETRA UNIVERSITY RUSA PROJECT SOCIETY (KURPS) a society registered under “The Haryana Registration and Regulation of Societies Act, 2012”, Registration Number 02255, date 21.05.2019 and established by and at KUK, (hereinafter referred to as KUTIC which expression shall, unless excluded by or repugnant to the context include its successors, administrators, executors and permitted assigns) of the THIRD PART



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WHEREAS

1. **ABCD** has the vision to grow and emerge as a leading player in technology based products and applications in the area of “_____” **ABCD** is a technology based start-up company venturing into “_____”,
2. **KUK** is one of the A+ NAAC accredited universities in the country and among top 100 Universities as per NIRF ranking 2019
3. **KURPS** is a society established under The Haryana Registration and Regulation of Societies Act, 2012 with aim of fostering research, entrepreneurship, innovation, skill development, employment generation for **KUK**, through its research centres, corporate resource centres, technology incubation centre and entrepreneurship centre by promoting interaction with, and resourcing technology and expertise from, the members of the faculty and research scholars in different Departments and Centres of Excellence at **KUK**
4. **KUTIC** is established with the aim of creating an ecosystem for science and technology based innovation and incubating start-ups under KURUKSHETRA UNIVERSITY RUSA PROJECT SOCIETY (KURPS)

AND WHEREAS **ABCD** wish to use the facilities of **KUTIC** and carry out full-fledged activities as resident company incubatee.

AND WHEREAS **KUTIC** has agreed to extend all the facilities of Incubation to **ABCD**.

AND WHEREAS **KURPS** has agreed to permit incubate company to commence incubation in **KUTIC** w.e.f. _____ for a period of _____.

AND WHEREAS it has been agreed between the parties that the period of incubation can be extended only by **KUTIC/KURPS** at its discretion on request of **ABCD**.

NOW, THEREFORE, in consideration of the premises, mutual covenants and promises set forth hereinafter and for other good and valuable consideration, sufficiency of which is hereby acknowledged, this Agreement witnesseth as under:

OBJECTIVES

ABCD is a technology based Start-up Company which plans to develop “_____”. **ABCD** has identified R&D as a key function to maintain its competitive edge, and intends to leverage new and emerging technologies while it is still in the nascent stage and subsequently develop them



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into ready-to-market products / services. Following major objectives / goals / developments shall be pursued by **ABCD**

1. Incubating solutions for _____
2. Hardware development and software optimization
3. Product prototype
(to be included as case specific)

The facilities of **KUK**, KUTIC will be utilized as an R&D laboratory of **ABCD**

Understanding the strength of each party in developing innovative and patentable interface technologies, ABCD and KUK propose to collaborate to provide the best insights as to where the technologies are headed, which ones are most likely to emerge as frontrunners and how best to implement projects or solutions around them.

The purpose of this agreement is to provide a framework for the proposed collaboration.

1. Technical / Academic

While remaining as an incubatee within the **KUTIC**, **ABCD** will endeavour to work closely with the **KUK** to provide inputs for reinforcing the research and development efforts of each. **ABCD** desires to rely on the faculty, graduate, post graduate and research students of **KUK** to provide the best insights as to where the technologies are headed, which ones are most likely to emerge as front runners and how best to implement projects or solutions around them.

In particular, **ABCD** has made the following commitments:

- a) ABCD** will use the premises in the **KUTIC** only for research and development purpose (which term shall include the development and writing of software and systems by **ABCD** for sale or licensing by it to third parties).
- b) ABCD** will make use of the **KUK** laboratories, specialized equipment, central facilities, faculty and student time etc. in established modes of (i) consultancy – retainer or problem specific and (ii) research programmes, which will be jointly identified and implemented by **ABCD** experts and **KUK** faculty members, and administered under the aegis of **KURPS**.
- c) ABCD** will sponsor several scholarships during the incubation period, as per the merit of enterprising students of **KUK**;
- d) ABCD** will provide every year a number of projects where UG and PG students of Science, Life Science, Engineering and Pharmaceutical Sciences of **KUK** and affiliated colleges will be involved;



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e) **ABCD** will prepare an annual report highlighting these interactions and the progress as per the Business Plan (along with audited accounts), and make it available to KUTIC/KURPS within SIX months from the end of every financial year for the record/review/monitoring.

f) Senior Technical Executives of **ABCD** will make regular presentations on the latest technological issues to the students and faculty of the **KUK**

2. Infrastructure

KUK by a License/Rent Agreement with **ABCD** will provide limited space to **ABCD** to set up a **Technology Business Incubation unit at KUTIC**, on terms and conditions stipulated in the said agreement.

3. Consideration

- (I) **ABCD** shall have to execute separate agreement for seed money and/ or Intellectual Property/ know-how, technology owned by **KUK**, as and when a request is made and agreed upon by **KUK**. Charges for seed money and Kurukshetra University Intellectual Property would be as decided by **KUK**.

4. Others

ABCD agrees as under:

- 1 To submit a business plan stating the novelty of the technology/idea, business prospects including demand and supply, need for **KUK** expertise, laboratory and infrastructural utilization for the research and development, commercialization of the technology developed, IPR ownership, financial plan etc.
- 2 To restrict activities and operations as per the business plan finally accepted by **KUTIC** and to comply with the guidelines, if any; issued by **KUK** for operations of **KUTIC** from time to time.
- 3 To furnish information, periodic reports as and when desired by KUTIC PAG Board/ **KURPS BOG** / other committees in the **KUK**. The requisitioned information / reports can be as part of any exercise to monitor/review the progress of incubation in line with the original/revised Business Plan submitted to the **KUTIC** or to meet requirement of special/contingent/unforeseen circumstance. This also includes any audio-visual presentation requisitioned by **KUTIC**



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- 4 The total financial support provided to the company over a two year period shall be upto 25 Lakhs. The financial support to be treated as seed grant/soft loan from the KURPS to the entrepreneur.
- 5 In the event the faculty associated with **ABCD** assumes executive position in **ABCD**, the **ABCD** will become liable to pay 3.0% of the gross annual turnover of the company in conformity with clause __ of the BoG guidelines approved at __meeting of the Board of Governors of **KURPS** on _____. The payment shall be made as applicable in case of Royalty, as explained hereinafter..
- 6 The payment of royalty (5% for incubatee and 3% for faculty owned start-up) shall be deemed as due for payment at the end of each financial year, 90% of which shall be paid immediately based on self-assessment, however, any difference in the amount based on audited account shall be paid/recovered within six months of the end of the financial year.
- 7 For Seed Support being approved in the form of loan, ABCD shall pay interest on the loan at the rate which will be the prime lending rate of SBI (on the date of sanction) less 3% and remains fixed for the tenure of the loan.. The rate is subject to change at the discretion of KUTIC. The interest is payable yearly, and an additional penal interest of 10% pa shall be levied in case of default.
- 8 In the beginning, the incubatee/resident company is required to provide a list of their full-time and part-time employees according to the format below. All the changes should be submitted to the KUTIC at the earliest, by the end of the current quarter at the latest.

S.No	Name	Age	Sex	Full Time /Part time	Qualification and Experience	Designation & Responsibilities /Duty	Address	Signature of Employee

- 9 That the '**Policy document of KUTIC**' forms part and parcel of this agreement and is hereby accepted by the resident company in its entirety.
- 10 **Amendments Not Withstanding** contained herein above or in the '**Policy document of KUTIC**' annexed thereto KUTIC may at any time amend **all** or any part of the agreement and its annexure and ABCD shall be bound by the said amendments. The amendments shall be applicable with immediate effect.
- 11 Arbitration and Dispute Resolution:



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- (a) Any dispute or difference between the Parties arising out of or in connection with this Agreement, including any question regarding its interpretation, existence, performance, validity, or termination, either during the term of the Agreement or at anytime thereafter, will be settled between the Parties through friendly consultations and negotiations.
 - (b) If no settlement can be reached through friendly consultations and negotiations, then such dispute will be finally settled by.
 - (c) The arbitration proceedings which will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (“Arbitration Act”).
 - (d) The dispute or difference will be referred to an arbitrator to be appointed by the Vice Chancellor, KUK. The award by such arbitrators shall be final and binding upon the parties.
 - (e) The arbitration proceedings will be held at Kurukshetra and the language to be used in the arbitral proceedings will be English.
 - (f) The prevailing Party in the arbitration proceedings will be awarded reasonable attorney's fees, if any, and all other costs and expenses in relation to the arbitration proceedings unless the arbitrator for good cause determines otherwise.
- 12 Personal Guarantee: The resident company/incubatee agree to sign a PERSONAL GUARANTEE as given in the **Annexure 7**.
- 13 Indemnity: ABCD hereby agree to protect, defend, indemnify and hold harmless the KUK against any and all costs, charges, losses, claims, damages, disbursements, liabilities and expenses, including legal/litigation costs and attorney's fees, which may be imposed upon or incurred by KUK in connection with the performance of its duties hereunder, including any litigation arising out of this Agreement or involving the subject matter hereof. The KUK shall have no liability towards ABCD for any loss or damage that it may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement. The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 14 Compliance with applicable laws: ABCD will comply with all laws that are applicable to the ABCD in performance of their obligations under this Agreement. Further, the ABCD will obtain and maintain all registrations, authorizations, licenses, approvals and permits as may be necessary for them to perform fully its obligations under this Agreement.
- 15 Governing law & Jurisdiction: This Agreement shall be governed by and interpreted in accordance with laws of India. Any matter or dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Kurukshetra.
- 16 Partnership/ agency: The Parties hereto will act in all matters pertaining to this Agreement as independent parties and nothing contained herein will constitute either Party as the agent or partner of the other.



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- 17 Confidential Information: ABCD will hold the information provided by KUK or accessed by ABCD in any manner, in confidence and will not disclose or attempt to disclose the same to third parties. ABCD may however disclose the information to its employees as may be necessary for performance of its obligations under the terms of this Agreement and strictly on a need to know basis. Provided, however, ABCD will ensure that its employees will not under any circumstance further disclose or attempt to disclose such information to their third party(ies).
- (a) ABCD will use the information only for the limited purpose of performance of its duties under terms of this Agreement.
 - i. ABCD will use utmost care to prevent the unauthorized use, dissemination or publication of the information.
 - ii. ABCD will immediately on receipt of a written request, promptly return to KUK, all information (including all copies thereof).
- 18 Assignment: ABCD will not directly or indirectly transfer or assign its rights, license, authorisation, obligations and liabilities under this Agreement to any third party without the prior written consent of KUK and any such actual or purported assignment or transfer without such consent will be null and void.
- 19 Representations and Authority:
- (a) Each Party represents and warrants that it is permitted by its respective corporate charters and incorporating documents to enter, and are not restrained, prevented or inhibited by way of contract or arrangement to which they are a party from entering into this Agreement and undertaking the obligations herein.
 - (b) Each Party represents and warrants that the signatory to this Agreement is duly authorised by the relevant Party for and on whose behalf he is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals and procedures necessary for vesting such authority in him have been duly obtained and complied with.
- 20 Non-Waiver: No waiver of a default or other non performance or consent will be valid unless set forth in writing and signed by the authorized representatives of the Party making the waiver or giving the consent. Any such waiver will however be applicable solely to that particular default and will not be a continuing waiver nor will it excuse any later default or non performance, and any such consent or non performance will be applicable solely to the particular situation for which the waiver or consent was granted. No failure or delay by any Party in exercising any right under this Agreement will operate as or be deemed to be a waiver of or limitation on any such right or an implied consent, and no single or partial exercise of any such right will preclude any other or further exercise of that right or the exercise of any other right.



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21 Notices : Any notice, demand, requests, approvals, waivers or other communication required or permitted to be given or made pursuant to this Agreement will be in writing in English and will be deemed properly given if delivered by:

- (a) Registered post, speed post or courier within India or the Territory; and
- (b) Fax or email during normal business hours on a Business Day,

If to KUK
[Name and Address]

Telex :

Fax :

Email :

If to ABCD:
[Name and Address]

Telex :

Fax :

Email :

Any notice, demand, requests, approvals, waivers or other communication so given or made will be deemed to have been given or made and to have been received on:

- (a) Third (3rd) Business Day from the day when the registered post, speed post or courier was sent (excluding each day during which there exists any general interruption of postal service), if sent as aforesaid;
- (b) Upon dispatch and the receipt of a transmission report confirming dispatch, if sent by fax; and
- (c) Upon receipt of such email by the recipient, if sent by email.

Either Party may from time to time change its address for notice by giving notice to the other Party in the manner aforesaid.

22. Severability: If any provision or part of a provision of this Agreement is declared invalid or unenforceable under the substantive laws of India, then such provision will be deemed deleted from this Agreement. The Parties will however endeavour to reach an agreement for the



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replacement of such deleted provision within a reasonable period. All other provisions of this Agreement will however continue to be in full force and effect unless such invalidity or unenforceability adversely affects the underlying intent of this Agreement.

23. KUTIC, KURPS and KUK wherever referred to in this agreement may be treated as one, separate or interchangeable entities as may be required under the relevant circumstances.

24. Tenure of Incubation: KUK will permit Incubatee Company to commence incubation in KUTIC with effect from _____ and the incubation shall expire on _____.
The period of Incubation can be extended only by KUK/KUTIC at its discretion if a request is made by the company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate hereof on the day and year written above in the manner shown below:

<p>SIGNED and DELIVERED for and on behalf of KURUKSHETRA UNIVERSITY, KURUKSHETRA, KUK aforesaid, by Vice-Chancellor or his/her Nominee</p> <p>----- at Kurukshetra University, Kurukshetra on _____ —</p>	<p>SIGNED and DELIVERED for and on behalf of _____ PRIVATE LIMITED ABCD aforesaid / by its Chief Executive Officer / Director</p> <p>----- at Kurukshetra University, Kurukshetra on _____</p>	<p>SIGNED and DELIVERED for and on behalf of KURUKSHETRA UNIVERSITY RUSA PROJECT SOCIETY, KURPS aforesaid, by its Nodal Officer or his/her Nominee</p> <p>----- at Kurukshetra University, Kurukshetra on _____</p>
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In the presence of witnesses:

1.	1.	1.
2..	2.	2.



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ANNEXURE 7

PERSONAL GUARANTEE BY THE PROMOTERS

to

**KURUKSHETRA UNIVERSITY, KURUKSHETRA AND KURUKSHETRA UNIVERSITY
TECHNOLOGY INCUBATION CENTRE**

WHEREAS M/s ----- (hereinafter referred as “Debtor”) has entered into an agreement with KUK/ KUTIC dated----- for utilizing its ecosystem for science and technology based innovation and incubation and also for availing its facilities and infrastructure arising out of the said Incubation Agreement.

AND WHEREAS Debtor is under an obligation to pay Royalty/ Consideration based on its Turn Over along with other charges including charges for using facilities and infrastructure etc.

AND WHEREAS Debtor has also availed the Seed Grant/ Seed Loan amounting to Rs.----- from KUK/KUTIC.

Now, therefore, in consideration of the premises and of other good and valuable consideration and in order to induce KUK/KUTIC from time to time, in its discretion, to extend or continue credit to the Debtor, the payment of all liabilities of the Debtor to KUK/KUTIC of whatever nature, whether now existing or hereafter incurred, whether created directly or acquired by Creditor by assignment or otherwise, whether matured or unmatured and whether absolute or contingent, including an interest @ 8.65%* compounded quarterly from the date payment becomes due up to the date of payment (all of which are herein collectively referred to as the "Liabilities of the Debtor"), the Undersigned (

Guarantor) M/s, _____ son/daughter of _____ aged----- resident of _____ the Director and promoter of M/s _____ CIN ----- do hereby hereby agrees and covenants as follows:



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1. That, with or without notice or demand, the Guarantor shall pay/reimburse KUK/KUTIC, to the extent that such payment is not made by the Debtor, including for all expenses (including counsel fees) incurred by KUK/KUTIC in connection with any of the Liabilities of the Debtor or the collection thereof.
2. The Guarantor hereby unconditionally, absolutely and irrevocably guarantees to KUK/KUTIC the prompt payment and performance of all of the obligations of the Debtor.
3. KUK/KUTIC may seek recourse against the Guarantor without looking to any collateral given to secure any of the obligations described above or to enforce any of the rights under any other security held by KUK/KUTIC.
4. The Guarantor agrees to pay any and all costs of fees of collection incurred by KUK/KUTIC, including, without limitation, reasonable attorneys' fees for consultation, preparing demand letters or bringing any action for collection, enforcement of such obligations which are guaranteed hereunder, and any interest or finance charges before or after the judgment being rendered.
5. The liability of the Guarantor is direct, immediate, absolute, continuing, unconditional, and unlimited. This is a guarantee of payment and not a guarantee of collection. The Guarantor agrees that KUK/KUTIC may proceed against Debtor (the performance of which is assured by this Guarantee), separately or collectively, without prejudicing or waiving any of KUK/KUTIC's rights under any other obligations or under this Guarantee.
6. This Guaranty is binding upon the Guarantor and its successors and assigns and shall ensure to the benefit of KUK/KUTIC and its successors and assigns. This is a continuing guarantee and notice of its acceptance is waived.
7. In the event Debtor fails to perform, satisfy or observe the terms and conditions of the extension of credit, required to be performed, satisfied or observed by Debtor, the Guarantor will promptly and fully perform, satisfy and observe such obligations in the place of Debtor. The Guarantor shall pay, reimburse, and indemnify KUK/KUTIC for any and all reasonable attorneys' fees, court costs, and finance or interest charges arising or resulting from the failure of Debtor to perform, satisfy, or observe any of the terms and conditions of these agreements.
8. This Guarantee shall remain in full force and effect, and the Guarantor fully responsible, without regard to any security deposit, other collateral, or guaranty, for the performance of the terms and conditions of the above agreements, or the receipts, disposition, application, or release of any other collateral or guaranty, now or hereafter held by or for KUK/KUTIC .
9. The Directors/promoters who are Guarantors also shall keep KUK/KUTIC and its officials and employees indemnified against all claims, losses, damages, costs, liabilities charges and expenses incurred, suffered or paid by them relating to the acts, omissions and commissions of the Incubatee and its Promoters and employees having been allowed the Incubatee company to use the incubation facilities provided by KUK/KUTIC.



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IN WITNESS WHEREOF, this Guaranty is executed as of this day of , 20 .

Signature: _____ (Name)

Address: _____

Witnesses: (Signature, Name, Father's name and Address)

1. _____ 2. _____

**The interest rate is decided on the basis of rates prevalent with SMILE scheme of SIDBI, a scheme to provide soft loans in the nature of quasi-equity to start-ups and MSME. Kindly refer to: <https://sidbi.in/SMILE.php>*

ANNEXURE-8

Compensation for use of KUK Resources for Incubation

M/s. __ (Name of the start-up) _____ has applied for incubation to KUTIC, KUK. The following resources are intended to be used during the company incubation process:

LABORATORIES

S.No.	Lab. Name	No. of incubation staff in the laboratory	Hours per week

EQUIPMENT

S.No.	Major Equipment	Hours per week

Note: All consumables should be provided by the start-up company

The estimated total usage charges over the incubation period: _____

To compensate for the same, M/s. _____ agrees to pay the following charges



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Cost of Equipment	Flat fee* (For KUK Students)	Flat fee* (For KUK Faculty)	Flat fee* (For other Incubatees)
Upto Rs.5.00 lakh	0.1%	0.3%	1%
For every additional cost of Rs.1.00 lakh (upto Rs.20.00 lakh)	0.05%	0.2%	0.5%
For every additional cost of Rs.1.00 lakh beyond Rs.20.00 lakh	0.025%	0.1%	0.3%

* The charges are indicative on per hour/per sample basis as may be decided by the KUK authorities

(Applicant)

(Associated Faculty)

HOD/Coordinator of the centre

ANNEXURE-9

RENT AGREEMENT

This Rent Agreement is made on this _____ (date of rent agreement) by and between **Kurukshetra University, Kurukshetra, having its registered office at -----**, represented by its Vice-Chancellor or his nominee (hereinafter referred to as Lessor/Owner which expression, **unless excluded by or repugnant to** the context, shall include its successors, administrators, executors and permitted assigns) of the **FIRST PART**

AND

M/s -----, having its registered office at -----, represented by its Director, Mr.----- S/o Mr. ----- R/o -----, (hereinafter referred to as Lessee / Tenant which expression, **unless excluded by or repugnant to** the context, shall include its successors, administrators, executors and permitted assigns) of the **SECOND PART**

Whereas the Lessor /Owner is the owner and in possession of the property No: _____

_____ (address of the Property) and has agreed to let out the _____(description of the let out property) , to the Lessee/Tenant and the Lessee/Tenant has agreed to take the same on rent of Rs. _____/- (In words) per month.

NOW THIS RENT AGREEMENT WITNESSETH AS UNDER:-

1. That the Tenant/Lessee shall pay as the **monthly rent of RS. _____/- (In words)** per month, excluding electricity, water charge or any taxes, if applicable. The said Monthly rent shall be payable in advance by the tenth day of every month for the said month, for which the Lessor shall provide Lessee with a signed and stamped receipt



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2. Non-payment of Monthly rent for a maximum period of seven (7) days from the date on which the rent becomes due would be treated as a material breach of this Agreement and the Lessee shall be liable to pay interest @ -- % p.a. on the arrears of Monthly rent for the period of delay. Additionally, upon happening of such an event, without prejudice to the above, the Lessor may at its sole discretion, terminate the Lease if the non-payment extends beyond thirty (30) days after issuing a thirty (30) days' advance written notice to the Lessee and re-enter the Leased Premises.
3. That the Tenant /Lessee shall not sub-let any part of the above said demised premises to anyone else under any circumstances without the written consent of the Owner.
4. That this Lease is granted for a period of Eleven (11) months only commencing from _____ (date of rent commencing from) and this lease can be extended further by both the parties with their mutual consent.
5. That the Lessee shall pay Electricity & Water charge as per the proportionate consumption of the meter to the Lessor /Owner.
6. That the Tenant/Lessee shall not be entitled to make any structural changes in the rented premises except the installation of temporary decoration, wooden partition/ cabin, air – conditioners etc. without the prior written consent of the owner.
7. That the Tenant/Lessee shall permit the Lessor/Owner or his contractors, agents or Authorized representatives to enter into the said tenanted premises for inspection/general checking or to carry out the repair work, at any reasonable time.
8. That the Tenant/Lessee shall keep the said premises in clean & hygienic condition and shall not do or causes to be done any act which may be a nuisance to other.
9. That the Tenant/Lessee shall use the said premises only for the purpose of maintaining his office and shall not use or causes to be used for any other unauthorised, unlawful, illegal activities.
10. That the Tenant/Lessee shall carry on all day to day minor repairs at his/her own cost.
11. That the Lessee/Tenant Shall not store/Keep any offensive, dangerous, explosive or highly Inflammable articles in the said premises.
12. That the Lessee shall pay one month's advance rent to the Lessor.
13. On the expiry of the Term or earlier determination of this Agreement, the Lessee shall be required to restore the Leased Premises to the same condition as that existing at the time of entering the same.
14. The present Agreement shall be governed by the laws of Republic of India and any dispute arising out of or incidental to this Agreement shall be subject to the exclusive jurisdiction of the Courts at Kurukshetra
15. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.



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16. That both the parties have read over and understood all the contents of this agreement and have signed the same without any influence, force or pressure from any side.

In WITNESS WHEREOF the lessor/Owner and the Tenant / Lessee have hereunto subscribed their hand at _____ (place) on this the _____ (date of rent agreement) year first above Mentioned in presence of the following Witnesses

WITNESSES:-

1. _____ (KUK) 2. _____ (name of the proposed Company)

Lessor

Lessee

ANNEXURE-10

Intellectual Property Rights

1. Preamble: Kurukshetra University, Kurukshetra was established by the State Legislature Act XII of 1956 and is 'A' Grade, NAAC Accredited. Located in the holy city of Kurukshetra, land of the historical battle of 'Mahabharata' and the great message of Bhagwad Gita, it has grown into a multi-faculty University as one of the premier centres for advanced study and research in the region. Our mission is to prepare a class of proficient scholars and professionals with ingrained human values and commitment to expand the frontiers of knowledge for the advancement of society. To be globally acknowledged as a distinguished centre of academic excellence is our vision.
2. PURPOSE/OBJECTIVES OF IPR POLICY:
The objectives of the IPR policy are:
 - (a). To enable Kurukshetra University to discharge its primary responsibility of fostering, stimulating and encouraging creative activities in the area of science and technology in the widest sense and aims to facilitate the protection and valorisation of intellectual property generated during scientific pursuit in the University and offers scope for alleviation of human sufferings and betterment of human life.
 - (b). To lay down the norms to protect the legitimate interest of faculty/students/ project staff/ supporting staff /visitors of Kurukshetra University and the society in a rational manner consistent with the 'commitment' of Kurukshetra University 'role' assigned to it by the society and to facilitate in a proactive manner in the generation, protection and



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transaction of Intellectual Property rights which offer potential and scope for shared benefit to both University and inventor.

- (c). To provide a transparent administrative system for the ownership, control and transfer of the intellectual property created and owned by the University;
- (d). To share a global perception of practices related to intellectual property retaining national identity and local constraints, avoiding as far as possible 'conflict' of opposing interests,
- (e). To keep into consideration the sustainable use of bio-resources and conservation of biodiversity.
- (f). To promote fair use of traditional knowledge while recognizing local traditional knowledge stakeholders and benefit sharing

3. DEFINITIONS:

These intellectual properties rights can be illustratively defined which includes:-

- a) Patent- is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem.
- b) Copyright- is an exclusive right given to the author of the original literary, architectural, dramatic, musical and artistic works; cinematograph films; and sound recordings.
- c) Trade/Service mark- means a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one person from those of others and may include shape of goods, their packaging and combination of colours.
- d) Industrial Design- means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye; but does not include any mode or principle of construction or anything which is in substance a mere mechanical device.
- e) Integrated Circuit Layout Designs - means a layout of transistors and other circuitry elements and includes lead wires connecting such elements and expressed in any manner in a semiconductor integrated circuit.

New Plant Variety- a plant variety that is novel, distinct and shows uniform and stable characteristics.



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- g) Biotechnology Inventions-include recombinant products such as vectors, nucleotide sequences, micro-organisms.
- h) Traditional Knowledge- The knowledge developed by the Indigenous oi local communities for the use of a natural resource with respect to agriculture, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- i) Geographical Indications- means an indication which identify such goods as agricultural goods, natural goods as originating or manufactured in the territory of a country or manufactured in the territory of a country or a region or locality in that territory where a given quality, reputation or other characteristic of such goods is essentially attributable to its geographical origin and in case where such goods are manufactured one of the activities of either the production or of processing or preparation of the goods concerned takes place in such territory, regions or locality as the case may be.

3.1. IPR ADVISORY COMMITTEE:

- Vice Chancellor, Kurukshetra University, Kurukshetra
- Dean Academic Affairs, Kurukshetra University, Kurukshetra
- Dean, Research and Development, Kurukshetra University, Kurukshetra
- Nodal Officer, IPR-Cell, Kurukshetra University, Kurukshetra.
- A Senior Scientist. to be nominated by Patent Information Centre, Haryana State Council for Science and Technology, Department of Science and Technology, Panchkula (Haryana).

4. OWNERSHIP:

4.1 IN-HOUSE RESEARCH:

Intellectual Property Rights (IPR) arising out of research grant/projects from the Kurukshetra University and carried out at the Kurukshetra University shall vest in and be the absolute property of the University except in respect of the activities carried out jointly with other institutions or agencies or under a sponsorship by an agency, in which case the ownership will be decided and agreed upon mutually.

4.2 SPONSORED RESEARCH:

All Intellectual Property Rights (IPR) arising out of research projects undertaken on behalf of the sponsoring agencies shall be taken jointly in the name of the University and sponsoring agencies; when the sponsoring agencies bear the cost of filing and maintaining of the IPR equally. If the sponsoring agencies are not forthcoming, the University at its



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discretion may file the application with absolute ownership and University will meet the entire cost of filing and protection of IPR.

4.3 COLLABORATIVE RESEARCH:

All intellectual property rights jointly created, conceived or reduced to practice during the course of collaborative research undertaken jointly by University with collaborating Institutions, shall be jointly owned; and the collaborating Institutions will be requested to bear the cost of filing and maintenance of the IPR. In case the collaborating Institutions are not forthcoming to bear fully the cost of filing and maintenance, if considered expedient by the University, the University will share the cost equitably with the collaborating Institutions. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, the University at its discretion may file the application with absolute ownership and the University will meet the entire cost of filing and protection of Intellectual Property Rights.

5 TECHNOLOGY TRANSFER

(i) The Intellectual Property of the Kurukshetra University which is in the name of Kurukshetra University or jointly with other Institutions/Industry will be marketed commercially under agreements involving technology transfer, licensing and revenue sharing models.

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

(iii). In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology. Kurukshetra University reserves the right to transfer the said technology to a Third Party for its commercial exploitation and use. In such instance, however, Kurukshetra University shall share the net profits from such commercial assignments, in equal measure with the collaborating organization/industry in the ratio 1:1.

Kurukshetra University would endeavour to exploit the IP by commissioning a Technology Management Agency and thereby bring to a favourable light the IP produced



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by its Inventor(s). The Inventor(s) may seek Kurukshetra University to assign the rights to them after a certain holding period.

6 REVENUE SHARING

The revenue arising out of licensing of IP and royalty would be shared in the appropriate ratio (currently, this ratio is 60:40) between the inventor(s) and the Kurukshetra University. Where Kurukshetra University reassigns the right of the IP to its investor(s). The inventor(s) shall reimburse all the costs incurred by Kurukshetra University, which include protection, maintenance, marketing and other associated costs.

7. JURISDICTION

All agreements to be signed by Kurukshetra University will have the jurisdiction of the courts situated at Kurukshetra and shall be governed by appropriate laws in India.

Product ownership rights/IPR for start-ups shall also governed by following clauses:

- 1 Ideally, students and faculty members who wish to launch a start-up based on the technology developed or co-developed by them or the technology owned by the KUK are permitted to take an easy-term license on the technology, either in terms of venture equity and/or license fees and/or royalties to escape the financial burden of the early stage.

Inventors and KUK could together license the product / IPR to any commercial organisation, with inventors having the primary say. License fees could be either / or a mix of

1. Upfront fees or one-time technology transfer fees
 2. Royalty as a percentage of sale-price
 3. Shares in the company licensing the product.
- 2 On the other hand, if product / IPR is developed by innovators who do not use any of the KUK services, outside office hours (for staff and faculty) or students as part of their curriculum, then product / IPR will be wholly owned by inventors in relation to their contributions. In this case, inventors may choose to license the technology to third parties or use the technology in the manner they deem appropriate.



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- 3 In the event that there is a conflict in proprietorship, a base five membered advisory group comprising of two employees (having created adequate IPR and meant commercialisation), two of the KUK graduated class/industry specialists (having involvement with innovation commercialisation) and one legitimate consultant with involvement with IPR, will inspect the issue subsequent to meeting the innovators and assist them with settling this, ideally agreeable to everyone. KUK can utilize the graduated class/workforce of different foundations as individuals, in the event that they can't discover adequately experienced graduated class/staff of their own.
- 4 The IPR cell KUK or incubation center will only be a coordinator and facilitator for the provision of faculties, staff and students facilities. They won't have a say on how the invention is performed, how it is patented or how it is licensed. If universities are to pay for the filing of patents, they may have a committee that can investigate whether the IPR is patentable. The committee should be composed of faculty with expertise and competence in translating technology. If inventors use their own funds or non-university funds, then they should have a say in patenting by themselves.
- 5 All the decision-making body of KUK regarding incubation / IPR / technology licensing will consist of faculty and experts who have excelled in technology translation. Other department faculty will have no say, including department heads, deans, or registrar.
- 6 IPR evaluation shall be done jointly with KUTIC, IP cell KUK and an external expert.

Royalty License Fee: The Technology/IPR owned by KUK or developed by incubatee with the help of resources from KUK or by using the pre-existing IPR of KUK may be used by the incubatee on his own or licensed to the third parties. The license fee or Royalty as the case may be shall be decided keeping in view the IPR policy of KUK. The share of earning from the use of IPR or license of IPR shall also be decided keeping in view the IPR policy of KUK. The income from royalty/license fee received from its commercialisation or licensing shall be equally shared between KUK and KUTIC.