

IP POLICY OF BBC

1. ABOUT BBC

Bangalore Bioinnovation Centre (BBC), hereinafter referred to as “Centre” is a state-of-art incubation centre that caters to the needs of start-ups in broad areas of Life Sciences ie., Healthcare (MedTech/Pharma/Bio-Pharma), Agriculture, Food/Nutrition, Industrial Biotechnology and Environmental Biotechnology. It is an initiative of Dept of IT, BT and S&T, Government of Karnataka with funding support from DBT. The centre provides a Central Instrumentation Facility with world class Hi-End equipments such as CLSM, FACS, HPLC, GC, LC-MS etc., in addition to basic requirements of any Life Sciences research.

The incubatees at the centre are involved in deep science and translational research and are funded by various Government programmes such as Idea2PoC, Elevate, BIRAC etc., Their research activities range from drug development, isolation and purification of biomolecules to 3D organoid construction, from kits to medical devices with varied commercial outputs that has even fetched them awards such as NXT program – PWC/FICCI, Hot Start Ups, DERBI etc., both private and public. With ever growing number of incubatees, the centre is currently providing them with consultation support in the areas of Agriculture Food and Nutrition, Environment, Health & Safety and Intellectual Property Rights.

The primary research of the incubatees being in the field of Lifesciences, the centre advocates the need to secure protection for its IP. The centre identified the need for guidance and support among the incubatees regarding the procedures to be followed in securing the IP and also support in carrying out basic patentability search and freedom to operate search.

2. VISION

Promotion of innovative culture capturing the Intellectual Property in the field of Life Sciences in India; Ensuring availability, dissemination and accessibility to patented technology for effective utilisation benefitting public and state; delivering the fair return to the innovator for his/her patented technology.

3. MISSION

To foster innovation and creativity among the scientific community in the field of Life Sciences through translation into Intellectual Property Rights assets.

To ensure optimum technical support for maximisation of research output in the field of Industrial Biotechnology, Environmental Biotechnology, Pharmaceutical, Healthcare and Agriculture.

4. OBJECTIVES

- To encourage and create awareness about IP rights to the centre personnel, incubatees and stakeholders and any startups not incubated with the centre.

- To create a database of IP lying on the shelf of various academic/research institutes, both public and private in the field of Life Sciences.
- To facilitate Transfer of Technologies (ToT) of the inventions developed by the Incubatees/non-incubatee startups as well as catalyze the commercialization of IP lying on the shelf of various academic/research institutes, both public and private in the field of Life Sciences.
- To interact with the incubatees periodically and provide guidance and assistance in issues concerning securing IP rights for their inventions.
- To create an IP Cell portal for disbursement of information/events related to IP and also act as a platform to encourage commercialization of IP lying on the shelf of various other public and private Research and Academic Institutes.
- To facilitate the process of securing the IP rights of Incubatees/non-incubatee startups and provide need based consultation and assistance on IP rights.

5. DEFINITIONS

- “**Centre**” means Bangalore Bioinnovation Centre located in Helix Biotechnology Park, Electronics city, Bangalore.
- “**Applicable Law**” shall include legislations, rules, by-laws, regulations, orders, ordinances, having the force of law within the territory of India, and may include principles of International Law and other Treaties, specifically signed or ratified by India as applicable in the State of Karnataka.
- “**Chairperson**” shall mean the chairman of the LAG.
- “**Member Secretary**” shall mean the IP consultant of Bangalore Bioinnovation Centre
- “**Members**” shall mean the members nominated to the LAG in accordance with these terms of IP Policy and shall include the Chairperson.
- “**Transfer of Technologies (ToT)**” means commercialization, licensing, assigning and other means of dissemination.
- “**Confidential Information**” means any IP, information or data that is confidential or proprietary in nature, including all oral and/or visual information, all information or data recorded in writing or in any other medium or by any other method, and all IP, information and data which the authorized recipient is under an obligation, whether contractual or otherwise, not to divulge.
- An “**Invention**” is a new product or process which may be novel in its entirety or an improvement upon an existing product or process and is not obvious to others skilled in the art or field.
- An “**Inventor**” refers to the incubatee performing the act of an Invention.
- “**Centre Personnel**” shall mean all Faculty, Students, Staff, Consultants, Ad-hoc Appointees, and Contract Employees, engaging in advanced research at the premises of the centre or off the premises of the centre, working during leave or on duty from the centre.

- **“Disclosure of an Invention”** refers to the IP Information revealed by an Inventor to the IP Cell of the Centre, to determine whether the Intellectual Property in the said Invention should be protected by the centre. The centre would maintain confidentiality of the disclosure and also ascertain the scope for Technology Transfer, Commercialization, and Licensing of the said Invention.
- **“Intellectual Property (IP)”** refers to an intangible property that results out of creativity such as patents, designs, copyright, trademark.
- **“Intellectual Property Rights (IPR)”**: refer to rights conferred by law on inventors of the IP to exercise ownership and monopoly, for a designated period of time. Intellectual Property Rights include Patents, Copyright, Industrial Design Rights, Trademarks, Plant Variety Rights, Trade Dress. There are also more specialized or sui generis exclusive rights, such as Supplementary Protection Certificates for pharmaceutical products (after expiry of a Patent protecting them) and Database Rights (in European law).
- **“Intellectual Property (IP) Policy”**: The IP Policy refers to the set of principles, values, and guidelines that will govern all the actions and efforts of the centre, towards the identification, protection, prosecution, utilization, transfer, licensing, and commercialization of all IP disclosed and registered with the IP cell of the centre.
- **“IP Cell”**: The Intellectual Property Cell of Bangalore Bioinnovation Centre and is responsible for all the IP related activities of the centre in addition to commercialization and transfer of technologies.
- **“Incubatees”** means startups/individuals incubated in centre to promote their research work.
- **“Stakeholders”** means a person who has an interest in or investment in the startup and who impacts or impacted by the growth of the startup.
- **“Substantial Use of Centre’s Resources”** means use of the centre’s experimental facilities, laboratories, computational facilities, centre-provided or centre administered funds, space or human resources during the course of their work.
- **“Assignment”** means the transfer of rights or title in the Intellectual Property in writing.
- **“Licensing”** refers to the process by which the owner of an IP, (in this case the centre) assigns to the other party (the Licensee) the right to use, put in practice, and commercialize the invention or technology covered by the IP. The specific terms of Technology Licensing will usually be set out in detail in the Agreement for Technology Licensing, that will be entered into and contracted, between the Owner of the Technology/ Invention/ IP (the Licensor) and the other party seeking the License (the Licensee).
- **“Commercialization”** refers to the various activities, processes, and steps undertaken by the Licensee, under the terms of the Licensing Agreement, to put the Technology/ Invention/ IP to commercial use, in terms of sale, internal use, lease, rent or assign to any other party, etc., that result in financial, commercial, economic, or any other material benefit to the Licensee. The terms of the Licensing Agreement will specify the

compensation to be paid by the Licensee to the centre (Licensor), and such compensation would include a one-time Lump Sum Technology Transfer Fee, as well as deferred Royalty payments. In addition, the Licensee may also offer a certain equity in the proposed start-up venture to the centre, on terms to be mutually discussed and negotiated.

- **"Earning"** refers to all the financial earnings made by the Licensee, from the rights to use the Technology/ Invention/ IP, for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee. Where the context so admits, earning would also refer to the financial compensation paid by the Licensee to the Licensor, in this case, the centre, for the rights to use the Technology/ Invention/ IP, for commercial purposes, including the sale, internal use, lease, rent, or assign to any other party, etc. that result in financial, commercial, economic, or any other material benefit to the Licensee.

6. COVERAGE OF IP POLICY

The IP Policy of the Centre is applicable to all incubatees/researchers/staff or any concerned party of the centre making substantial use of its Resources. It may also be applicable to non-incubatee startups approaching the IP cell of the centre for assistance. The stakeholders in commercialization of the IP of public/private research/academic institutes through the centre are construed to follow this IP policy. All aspects of IP such as Patents, Design, Trademarks, Copyrights, Plant Varieties Protection, Geographical Indications and Trade Secrets shall be taken up by the IP Cell for providing suggestion and guidance. IP policy may be governing all collaborative research activities, sponsored research and any research carried out under an agreement.

7. ROLE OF IP CELL

The IP Cell of the centre is responsible for carrying out all the duties concerning matters of IP in the centre as directed by LAG and report to the Director of the centre. The duties of the IP Cell include day-to-day handling of IP matters, dealing with Disclosures of Inventions submitted by the inventors, arranging for the LAG meeting and Evaluation of Disclosures, docketing Patent and other IP applications, and negotiating Technology Transfer, Licensing, and Commercialization Agreements, or any other Agreements concerning IP related matters. In the course, creation of awareness about IP to incubatees/centre personnel or to other interested startups/individuals is taken up.

8. PROTECTION OF IP

8.1 Invention disclosure and assignment of rights

If the research work of a centre personnel results in IP, whose ownership is vested in the centre (solely or jointly), the inventor is obliged to disclose such an IP to the IP cell of the centre using the Invention Disclosure Form. The inventor is under obligation to

maintain confidentiality of the IP disclosed to the IP cell until LAG evaluates and decides on further process to be adopted for its protection and communicate the same to the inventor. The inventor shall not divulge any information in any public forum, namely scholarly Journal, Conference, or in the news media, until an application seeking protection for the IP has been filed.

The securing of IP Rights of any invention by incubatees of the Centre borne out of their personal scientific work is not bound by this IP policy terms and conditions of ownership and protection as the centre holds no stake. The responsibility of securing of the incubate(s) IP Rights lies solely with the incubate(s) themselves. However they are bound by this policy to disclose any IP Right secured by them during their period of incubation at the centre to the IP Cell of the centre.

8.2 Assessment of IP

The LAG of IP Cell shall complete the process of evaluation for requisite statutory protection and commercial potential of the IP disclosed, either in their own capacity or by seeking, in confidence, the advice of an external expert(s) in the required field. The evaluation process by the LAG may be conducted through a formal meeting in the centre, in the presence of the inventor or without a formal meeting, but holding detailed discussion with the Inventor for understanding the Invention and its potential application(s). The LAG may direct the IP Cell consultant to undertake such discussion and report the recommendations of the expert(s) to the LAG.

8.3 Protection of IP in India and outside India

The inventor(s) are obliged to seek IP protection in India for the invention through the centre, in which the centre is a main stakeholder or ownership is vested in the centre. The expenses towards securing protection of IP shall be borne wholly or in part by the centre depending on the type of ownership over the IP, sole or joint. The extent of costs borne will be limited to protection of IP in India only. For seeking protection for inventions outside India, the centre may take up liability provided sufficient approval and grant is obtained for the same. However, the centre may not seek protection for the IP, if the LAG, after sufficient expert advice, deems it scientifically and technically meritorious but opines that the IP may not be commercially attractive. In such case the inventor is free to publish his/her findings in public forum or seek protection in other jurisdictions at his/her own expense.

8.4 Maintenance of IP rights

The centre shall bear liability, wholly or partly, for the maintenance of the IP rights of the invention(s) secured by the centre, solely or jointly, till its validity period until and unless the rights are legally transferred to any other third party by deed of transfer. The LAG of IP Cell shall review and evaluate the activities of the IP Cell periodically, to

assess the utility, and potential for Technology Transfer, Licensing, and Commercialization, of the list of IP's shared by other institutes/organizations.

9. OWNERSHIP OF IP

An owner of an IP, like owner of any other immovable property, is the one who has the rights to enter into transaction of IP such as licensing, selling, assigning of IPR or engaging in any other similar activity, to earn revenue or any consideration accruing from such an activity and retain, share and utilize the revenue so earned. Recently booming knowledge based economy, especially bio-based sectors being promoted *inter alia* other fields of development has epitomised the need to clarify the ownership of the created IP. Well defined ownership secures the rights of the inventor as well as benefit the society at large.

Subject to the exceptions mentioned hereinafter, the ownership of intellectual property (including research log notebooks and other tangible intellectual property) shall be as follows:

- A) Any IP created as a result of research by the centre personnel, at the centre or created by substantial use of centre facilities with funding either wholly from the centre or collated from other funding agencies shall be owned by the centre in the absence of any associated agreements. However, the incubate(s) are exempted from this clause, as their IP ownership are as mentioned and bound by the associated rental agreement with the centre at beginning of incubation.
- B) In case the research scholar/Entrepreneur-in-residence is/are deployed by the centre the ownership rights will reside with the centre. However, the centre is amenable to provide "First right of refusal" to the research scholar turned entrepreneur (who is the inventor) engaged by the centre to bring to bear commercialization of the IP.
- C) A research scholar shall own the copyright of his or her thesis. The scholar shall grant to the centre a royalty-free permission to reproduce, publish, and publicly distribute copies of the thesis, in any appropriate form. If Thesis, Publication or Book by centre personnel contains information on any invention that the centre is entitled under this policy, the personnel shall make relevant disclosures to the centre to obtain 'no objection' before such publication is made or caused to be made. The inventor is bound by the IP policy of the centre to the extent of getting "No Objection to Publish" only after taking necessary steps to secure IP rights.
- D) In the case of sponsored research by Government of India, state governments, international agencies, or foreign governments, etc., the ownership of IP rights vests with
 - (i) the centre and the inventor, wholly, in the absence of a formal associated agreement.
 - (ii) the centre, inventor and the third party(ies) in the presence of a formal associated agreement and as per the clause(s) in the associated agreement with the sponsoring agency.

- E) In case of contract research or collaborative research, undertaken with institutions including government departments and agencies, PSUs and private companies located in India or outside India, the IP shall be owned
- (i) jointly by the centre and the funding agency, fully compliant to the clause(s) defined by the agency in the formal associated agreement at the time of approval of the activity, or
 - (ii) jointly by the centre, inventor of intellectual property and on a pro-rata basis with the funding agency/collaborator based on the relative contribution in terms of funding amount or intellectual support for a particular research/ invention/ intellectual creation based on any formal associated agreement at the time of initiation.
- F) In case of collaborative activity with foreign institutions involving indigenous biological material, IP ownership has to take into account restrictions as per the prevailing 'Biological Diversity Act 2002' of India.
- G) The ownership of IP in the purview of contracts, PPPs & International Agreements such as Service Agreements, Material Transfer Agreements, Confidentiality Agreements, R&D Agreements and Inter-governmental Agreements is construed to comply with the terms and conditions of the respective associated agreements formulated or in line with the national IPR policy of India.

All the IP Rights secured and exercised by the centre, solely or jointly, shall be construed to be in-line and comply with the national IP policy of India. The government reserves all authority to exercise its rights in accordance with the National IP Policy of India in all aspects related to IP. Wherever a conflict arises between the national IP policy and the present IP policy of the Centre, the clause in accordance with the National IP Policy prevails.

Intellectual property rights of which the centre is the co-owner shall be managed by the Intellectual Property Cell of the centre. The ownership to the IP identified from the IP portfolio of research organizations/ institute / academic institutes/ universities, public or private, shall vest with the original IP rights holder. Facilitation for commercialization of such an IP by the centre through mutual agreement with any institute shall be incentivised by providing an amount or stake in equity as deemed fit.

10. VALORISATION OF IP

10.1 Commercialization/ utilization of centre's IP

As the sole or joint owner of any IP, the centre is entitled to enter into binding agreement with any party for the utilization of its IP, whether on commercial terms or on non-commercial terms in the public interest, and in a manner consistent with the terms of any agreement involving the research from which IP is generated read harmoniously with the terms of this policy.

The centre shall be entitled to make arrangements that deem fit to facilitate commercialization of the centre's IP via cooperation with industry or other entities, while preserving the rights and interests of the centre and of the Inventor(s). The cooperation may likely be Licensing (exclusive, non-exclusive, limited exclusive, royalty free or equity), Assignment/sale or any other means of commercialization hitherto not mentioned.

In the scenario of joint ownership, any means of commercialization adopted shall be construed in harmony with the terms and conditions of any previous agreement entered with the co-owner. Any means of commercialization for an IP generated from public funding shall comply with the national IP legislation. The inventor(s) shall cooperate with the centre both during the effort to protect IP and later to undertake any means of commercialization.

Where the centre undertakes commercialization of an IP lying on the shelf of public/private research and academic institutes, as mentioned in clause ---- under "Ownership of IP" the centre and the research/academic institute shall hold a stake in equity of the startup company initiated by the inventor or will be entitled to receive a lumpsum as fee payment for facilitating the process. The same shall hold good for any spin-offs of the IP held in agreement between the centre and the third party. Agreements to enable such commercialization efforts will be formulated on a case-by-case basis. IP's born out of Co-Development between the Centre and any third party, are bound by the associated agreement vetted on case basis.

11. SHARING OF EARNINGS

Except as otherwise provided in this policy, the apportioning of earnings associated with commercialization efforts, between the IP holder and the centre will be determined in accordance to terms agreed with the IP holder case-by-case. The centre may also accept equity in the Licensee Company as part of the license fee. The inventor's share in such equity granted to the centre shall be decided on a case-by-case basis. In the event of any inconsistency with the national legislation or government policies concerning IP revenue sharing, the respective legislation or government policies shall prevail.

11.1 Apportionment amongst Individual Inventors:

Where more than one Inventor is involved, initial responsibility for agreeing to the division of the Inventors' share of revenue amongst them shall lie with those Inventors. The revenue would be shared based on the apportionment provided by the centre or primary Inventor.

12. MISCELLANEOUS

12.1 IP Infringement

In case of violation/infringement of any intellectual property rights such as patent infringement by the centre personnel or any third party infringing upon the IPR of centre or collaborating party, centre would create an appropriate administrative body, which would first investigate the matter and make recommendations to the Director for resolution of such violation/infringement. In case of any third party infringing upon IPR of centre or collaborating party, the above administrative body would investigate and make recommendations to the Director including need for any legal course of action.

12.2 Regulatory

The centre, through its regulatory agents, Attorneys or Advocates, shall ensure that all its research conducted independently, by the centre personnel discussed in this IP Policy, is not in violation of any regulatory law or any other law operational in India.

12.3 Waiver of the IP Policy

The centre shall have the discretion to waive or vary any or all of the provisions of this IP Policy, or any of the rules or guidelines framed there under, in a particular case. Such discretion shall lie solely with the Director/Chairperson of the centre based on the recommendation by the LAG. A waiver on one occasion and for a particular case shall not be deemed to be a waiver or variation or act as a precedent for a waiver or variation of the same or any other provision on a future occasion or for a future case.

12.4 Provision to amend guidelines of the IP Policy

Based on the recommendation of the LAG, the centre may amend the provisions and guidelines set out in the IP Policy from time to time and shall notify the incubatees/researchers/staff or any concerned party of such amendments as soon as possible. The amendments shall be in full force and effect on the date the amendments have been announced by the centre to take effect.

12.5 Conflict of Interest

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

12.6 Dispute Resolution

In case of any disputes between centre and the inventor(s) regarding the implementation of the IP policy, the inventor(s) may appeal to the Director/IP Committee of centre. The

Director/IP Committee decision in this regard would be final and binding on both centre and inventor.

13. DISCLAIMER

Headings are inserted for guidance only, and will not affect the meaning and interpretation or limit the scope of this policy or the intent of any provision thereof. Wherever singularity is mentioned to address the collaborator, agency and clause, plurality may be substituted.