



लक्ष्मीबाई राष्ट्रीय शारीरिक शिक्षा संस्थान, ग्वालियर

LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION

(Deemed-to-be University)
Ministry of Youth Affairs & Sports, Government of India

STANDARD OPERATING PROCEDURE

INNOVATION & INCUBATION CELL





LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR

(Deemed to be University under Section 3 of the UGC Act, 1956)

Ministry of Youth Affairs & Sports, Government of India

STANDARD OPERATING PROCEDURE (SOP)

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*(National Innovation and Startup Policy 2019 for Students and Faculty Ministry of
Human Resource Development Government of India)*

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LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR

INNOVATION & INCUBATION CELL

1. VISION

To inspire, encourage and foster the culture of Innovation and Start-ups among students and faculty members of the Lakshmibai National Institute of Physical Education, Gwalior (M.P.)

2. MISSION

- To provide students and faculty members a platform along with other people with bright and original ideas to work together and incubate these ideas to execution.
- To provide synergy between academia and industry that fuels entrepreneurial spirit.
- To inculcate a bent of mind geared towards research among the young students to help them to be self-reliant.
- To foster efficient cognitive ability and technological skills among students.
- To create a vibrant local innovative ecosystem.

3. ACTIVITIES

- Development and Continuous Improvement of the Standard Operating Procedures (SOP) related to Start-ups.
- Encouraging, Coordinating and Facilitating Faculty Members to seek grant for setting up Incubation hub.
- Organising Students' Research Convention in different disciplines of Physical Education, sports and other allied areas
- Facilitating the Outstanding Researcher and Young Researcher Awards to Faculty Members and research scholars of the institute
- Working in tandem with the Intellectual Property Cell of LNIPE to encourage the Faculty Members and the Students to file patent.
- Organising Workshop on IPR, Innovation and other related topics.
- Coordinating activities of Students' Academic Clubs of the University.

4. BACKGROUND

Studies have shown that India, with a huge population of about 550 million young men and women below the age of 25 years, has enormous un-tapped innovation capability which can easily meet basic human needs of the country. Recognizing this fact, the Prime Minister in 2010 set up the National Innovation Council and the President of India declared 2010-2020 as the Decade of Innovation. Since then the National Innovation Council has been encouraging country's various sectors such as: industrial; governmental; educational and other related segments to work together and establish innovation clusters and networks for developing synergy and taking the innovation activities in the country to the next higher

level. Realizing the importance, the University in 2013 established an Innovation Council with the Pro Vice-Chancellor as its Chairman.

5. OBJECTIVE

- Providing infrastructural, logistic and guidance support for incubation activities.
- Coordinating with IP Cell.
- Provide mentorship to the students and faculty members
- Fostering innovation in students through "innovation melas" and "workshops".
- Facilitating inter-disciplinary activities.
- Promoting industry-academia interaction.

6. START-UP / INCUBATION POLICIES AND PROCEDURES

One of objectives of **Innovation & Incubation Cell (IIC)** at **LNIFE, Gwalior** is to promote entrepreneurship and thereby facilitate practical Application of knowledge for public use.

IIC wishes to facilitate the creation of ideas and inventions that benefit society. To this end, **IIC** has adopted this Incubation Policy to provide guidance and management structure to facilitate the development of entrepreneurship.

The scope of this document is to define the policies and procedures for the operational matters related to the **Innovation & Incubation CELL**. It covers the following processes:

1. Eligibility
2. Admission procedure
3. Infrastructure and Services provided to incubate
4. Mandatory Mentorship
5. Period of Incubation/ Exit
6. Intellectual Property Evaluation
7. Seed Funding
8. Periodic Assessment
9. Conflicts of interest and Agreements
10. Special Provision for Sports Industry companies

The **policy** is subject to periodical review and amendments. It will be the responsibility of the companies admitted to **IIC** to update themselves from time to time on amendments in the Incubation policy and procedures.

LNIFE, Gwalior reserves the rights to make an exception of all or any of the terms of the policy for a particular company or a promoter on a case-to-case basis.

7. ADVISORY BOARD AND REVIEW MECHANISM

The advisory board will shall review the implementation of policy at least once in a year to ensure the compliance of policy and implementation of guidelines stated in the IIC policy. Committee is also empowered to make suggestions for revision of the policy to the Committee responsible for framing of this policy.

The advisory board shall comprise of the following Members:

- | | | | |
|----|--|---|-------------------------|
| 1. | Vice- Chancellor of LNIPE Gwalior | - | Chairman |
| 2. | One-member Board of Management | - | Member |
| 3. | One academician from Renowned Institutes (IIT/IIM/IIIT) R & D person | - | Member |
| 4. | One person from Industry | - | Member |
| 5. | Finance Officer of the Institute | - | Member |
| 6. | In-charge Research and Development | - | Member |
| 7. | Director IQAC | - | Member |
| 8. | In charge Innovation & Incubation cell | - | Member Secretary |

The term of the member of Advisory board shall be for the period of three years from the date of their appointment.

8. INCUBATOR'S ELIGIBILITY

- (i) Any person desirous of availing incubation facilities must incorporate a private/public limited company under the Indian Companies Act and apply in the prescribed format along with the required documents. No application for incubation shall be entertained if the applicant has not incorporated a private/public limited company under the Companies Act.
- (ii) The companies promoted by Faculty of **LNIPE Gwalior** shall be governed by Faculty Entrepreneurship Policy as approved by the Institute. The companies promoted by students enrolled for full-time Degree at an educational University shall not be offered incubation if the student is holding an Executive position; however, companies promoted by students are eligible to apply for incubation provided the student is not actively engaged with the company beyond any engagement which may be permitted by the University.
- (iii) A company if promoted by regular Government staff or employee shall be granted incubation only upon submission of 'No Objection Certificate' from the competent authority or employer. However, companies having employees as shareholders are eligible to apply for incubation.
- (iv) Any company that is engaged or proposing to be engaged in imparting educational courses and/or training programs including vocational training or is planning to undertake such activities during or after its incubation at **IIC** is not deemed eligible for incubation and their application will not be entertained.

9. INNOVATION & INCUBATION ADMISSION PROCEDURE

All the applicants shall have to read and agree to the "terms and conditions" of the incubation. Then only their Applications shall be processed.

10. STAGE 1: SUBMIT EXECUTIVE SUMMARY/BUSINESS PLAN

As a first step in the admission process, the prospective company should submit an Incubation Application containing the Business plan, Certificate of incorporation and

Memorandum & Articles of Association. IIC then shall present the executive summary to an internal review committee for comments on technical and business feasibility of the idea.

Here are the Evaluation Criteria:

- (i) Some representative criteria to be applied for evaluation.
- (ii) Strength of the product idea in terms of its technology content, innovation, timelines, and market potential.
- (iii) Profile of the core team/ promoters.
- (iv) Intellectual Property generated and the potential of the idea for IP creation.
- (v) Financial/Commercial Viability and 5-year projections, Balance Sheet and Cash Flows.
- (vi) Funds requirement and viability of raising finance.
- (vii) Time to market.
- (viii) Break-even period.
- (ix) Commercial potential, demand, and requirement in India.
- (x) Scalability.

11. STAGE 2: PRESENTATION TO EVALUATION COMMITTEE OF IIC

If the initial evaluation of the business plan / executive summary is positive, IIC will arrange a meeting with the company founders, during which the company will be expected to present a Power Point presentation describing critical aspects of the business plan to the evaluation committee. The presentation will be followed by Q&A session. After the presentation, a final decision will be made regarding the company's entry into the incubator. The company will be informed of the final decision after the presentation. The presentation through video conferencing is also permitted.

The constitution of the evaluation committee will be according to LNIPE comprising representatives of LNIPE along with technical, financial and other experts.

Research & Due Diligence:

Throughout the Application process, on an as-needed basis, IIC will perform research and due diligence of the company, the management team, the industry, and the current and future competitive elements facing the business. IIC may require further information from the applicant, and may ask the applicant to revise the executive summary and/or presentation. IIC may at its discretion seek advice of various government bodies who have sponsored the incubation center like DST (Department of Science and Technology), DSIR (Department of Scientific and Industrial Research), MSME (Ministry of Micro Small & Medium Enterprises (MSMEs), TDB, NSTEDB, TIDE, MCI, etc.

Non-Disclosure:

IIC, LNIPE adheres to strict confidentiality throughout the Application process. However, IIC-LNIPE will not sign any 'non-disclosure' agreements.

12. INFRASTRUCTURE AND SERVICES PROVIDED TO INCUBATE

Upon admission to IIC, the following facilities will be offered to the incubated companies on

an individual basis:

- (i) Office space.
- (ii) Computers - Up to two on rental basis. More than two can be availed at market rates.
- (iii) Printer.
- (iv) Internet connection.
- (v) Phone connection - Each company will pay the rentals and bills.
- (vi) Standard Furniture as decided by IIC.

Common Infrastructure: IIC provides a common pool of hard and soft infrastructure to be shared by all incubated companies. The following resources are provided:

- (i) Photocopying machine.
- (ii) Workshop facility.
- (iii) Document Scanner.
- (iv) Library: Management Books, Subscription to IT, Business, Management and Trade journals and newspapers.
- (v) Meeting/Conference room with projection equipment.
- (vi) Tele or Video conferencing facilities.

Innovation & Incubation Cell Infrastructure: IIC may facilitate access to the University infrastructure or laboratories as per the norms of LNIPE.

Services: IIC may associate with professionals for accounting, IP, legal and management expertise on a part-time basis. The incubated companies can avail their services. Any direct services provided to an incubate would have to be paid for by the incubate to the service provider.

IIC will also provide soft infrastructure and business services to the incubated companies. The possible services and support items are listed as follows:

- (i) Common secretarial pool/staff.
- (ii) Intern Support: To provide support in management, incubates will be assigned an MBA student, if desired.

Mentoring and Advisory Services:

- (i) Strategic Checkups: The IIC Head will meet the company CEOs at least once a month for strategy reviews and discussion of operational issues.
- (ii) An incubated company will have to take a faculty advisor as a mentor on technology issues.
- (iii) Specialized mentors will also be made available to the companies to assist with particular strategic areas or to provide project-oriented consultation. These arrangements may begin as a pro bono arrangement with an option for both parties to graduate to a paid relationship.
- (iv) An incubated company may avail the consulting services by empanelled professionals.

13. MANDATORY MENTORSHIP

One of the objectives of Incubation is to utilize the technical expertise and lab infrastructure of LNIPE. Therefore, every company that is offered incubation at IIC must select one faculty member from the Institute who shall act as a mentor to the incubated company and guide the company on product development. The choice of faculty member must be on the recommendation of IIC. The company has to offer minimum 1% of share equity to the mentor as a consideration of mentorship.

Industry Mentor: IIC has created a database of Industry mentors. Every company incubated at IIC may select one Industry mentor within six months from the date of joining the center. In case the incubatee opts for an industry mentor, the company has to offer a minimum 1% of equity to the mentor as a consideration of mentorship.

14. PERIOD OF INCUBATION/EXIT

The companies will be permitted to stay in the incubator for a period of two years. They may be granted maximum two extensions for 6 months each at a time at the sole discretion of the University.

Exit: An incubated company will leave the incubator under the following circumstances:

- (i) Completion of two years stay (if no extension granted).
- (ii) Underperformance or non-viability of business proposition as decided by IIC on case-to-case basis.
- (iii) Irresolvable promoters' disputes as decided by IIC on a case-to-case basis.
- (iv) Violation of LNIPE policy.
- (v) When the company enters in an acquisition, merger or amalgamation or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products, or business plan.
- (vi) Change in promoters'/ founders' team without concurrence of IIC.
- (vii) Any change of more than 50% of equity ownership would require a prior approval of IIC.
- (viii) Any other reason for which IIC may find it necessary for an incubated company to leave.

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

15. PERIODIC ASSESSMENT

A committee set up by IIC will evaluate the performance of incubates every 3 months. The emphasis of evaluation will be on checking if the milestones specified in the business plan are met as well as if there is any violation of terms and conditions laid down by IIC. For a company which has taken seed fund loan, additional checks will be done on the financial health of the company in terms of its order booking, expenses, profitability, utilization of seed money loan for the specified purposes and its ability to repay the loan. Further seed fund disbursement will be dependent on the progress shown in previous appraisal.

Periodic assessment would vary depending on the stage of incubation the company is in. Some representative criteria for evaluation are:

(i) Ideation / Innovation stage

- Concept development / Opportunity spotting
- Product Development
- Market assessment / Competition analysis
- First level Business Planning / Business Modeling
- Founding Team
- Intellectual property protection
- Seed Funding

(ii) Pre-Market Stage

- Proof of Concept/ Prototyping
- Product Development and enhancement
- Financial Assistance Required
- Test marketing
- Full scale business planning including production, sales and sourcing

(iii) Implementation Stage

- Full scale Business Planning
- Pitching for Venture Funding
- Scaling up operations
- Large scale commercialization
- Mature Team Formation

(iv) Exit stage

- Going National / Global
- Exit options for LNIPE
- Full scale business Graduation
- Post incubation Survival

The incubatee may be asked to provide more frequent updates to IIC.

16. CONFLICT OF INTEREST AND AGREEMENTS

In case of any conflicts of interests, the decision of the University shall be final and binding upon the parties.

Disclaimer:

IIC, LNIPE does not guarantee success and/or feasibility of the technology transferred from the University. IIC / LNIPE or any person representing them shall not be liable for any acts or omissions of the incubated company. However, in case of any such event the incubated

company shall do all that is required to hold IIC / LNIPE or any person representing them harmless from any loss including damage, penalty.

Agreements:

All incubates shall enter into the following agreements with the University:

- (i) Incubation Agreement: Contain rules and other incubation norms, consideration, equity holding, etc. (Applicable to all.)
- (ii) In return of the services and facilities, LNIPE may go into an agreement with the company, to own liability free equity of 2.0% to 9.5% (preferably 5%).
 - In case of compulsory equity model, Startup 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 incubator. In that case, during the cooling period, institute cannot force startup to issue equity on the first day of granting of incubation support.
- (iii) Seed-Fund Agreement: Contain rules of disbursement and repayment. (Applicable to incubates availing seed-fund.)
- (iv) Technology Commercialization Agreement: Applicable to incubates using technology or IP developed by LNIPE.
- (v) If the Incubator has not utilized at least 50% of the total commitment within the first 2 years, then the Incubator will not be eligible for any further draw downs. It will return all unutilized funds along with interest.

Guidelines for Disbursement of Seed Fund to Start ups by Incubators

IIC aims to provide financial assistance to start-ups and incubators mostly research scholars , faculty , Post Graduate students for proof of concept, prototype development, product trials, market entry and commercialization. This would enable these start-ups to graduate to a level where they will be able to raise investments from angel investors or venture capitalists, or seek loans from commercial banks or financial institutions. The Seed Fund will be disbursed to eligible startups through eligible incubators

Seed Fund to an eligible start-up by the incubator shall be disbursed as follows:

1. Up to Rs. 10 Lakhs as grant for validation of Proof of Concept, or prototype development, or product trials. The grant shall be disbursed in milestone-based instalments. These milestones can be related to development of prototype, product testing, building a product ready for market launch, etc.
2. Up to Rs. 20 Lakhs of investment for market entry, commercialization, or scaling up through convertible debentures or debt or debt-linked instruments
3. Seed fund shall strictly not be used by start-ups for creation of any facilities and shall be utilized for the purpose it has been granted for

8.2 Not more than 20% of the total grant to an incubator shall be given as grants to start-ups by incubator. Rate of interest (as defined under GFR) on unutilized funds available with incubator would also be taken into account and adjusted at the time of next release by DPIIT.

8.3 For start-ups being supported through convertible debentures, or debt, or debt linked

instruments, funds shall be provided at a rate of interest of not more than prevailing repo rate. The tenure should be fixed at the time of sanctioning the loan by the incubator, which shall be not more than 30 months (5 years). A moratorium of up to 12 months may be provided for the start-ups. Because of the early stage of the start-ups, this shall be unsecured and no guarantee from promoter or third-party will be required.

8.4 The incubator shall execute a legal agreement with the selected start-ups before the release of the first instalment. The incubators shall ensure that the necessary terms and conditions, including milestones, related to the Seed Fund are clearly detailed in the agreement.

8.5 Subsequent disbursement would be linked to the achievement of previously specified milestones as per agreement between the start-up and incubator

8.6 Start-ups will receive the funds in their company bank accounts

8.7 For grants, the first instalment to any selected start-up shall be released not more than 60 days from receipt of application from the start-up. The start-up shall submit the interim progress update and utilisation certificate to initiate the release of subsequent instalment of grant.

8.8 Startup shall submit final report and audited utilisation certificate at the end of the project duration. For failed ventures, the entrepreneur will share his/her learning's and the reasons for failure in the report and submit this along with the utilisation certificate for the fund amount

8.9 The incubator or any of its staff members shall not charge any fee in cash or in kind from applicants or beneficiaries under the scheme for any process of selection, disbursement, incubation, or monitoring

8.10 A grievance cell shall be set up at DPIIT for the scheme to address issues of applicants, such as delayed evaluation of applications, delayed disbursements by incubators, etc.

17. Accounting and Utilization of funds

a. The incubator shall maintain an exclusive, project-specific Trust and Retention Account (TRA) with any nationalized bank. Funds under this scheme shall be released into that account in milestone- based three (or) more instalments.

b. Any net return received from beneficiary startup can be used for further funding in start-ups as per guidelines of this scheme (net returns shall include principal, interest, and profits). In case of no further funding of start-ups using this money for three years, this shall be returned to DPIIT

c. Each incubator shall report the funds sanctioned, received, and disbursed to each start-up for each financial year

d. Incubators would also submit detailed report on status of utilization of funds and audited expenditure for each financial year

18. Indicators of Successful Implementation

a. The following shall be tracked and recorded by incubators for all beneficiary startups:

1. Progress of proof of concept

2. Progress of prototype development

3. Progress of product development
 4. Progress of field trials
 5. Progress of market launch
 6. Quantum of loan, angel or VC funding raised
 7. Jobs created by start up
 8. Turnover of start up
 9. Any other appropriate parameter
- b. Selected start-ups shall furnish details on above parameters to incubator in all progress reports
 - c. The incubator shall provide the above information real-time to Start-up India through their online dashboards and shall present the same to EAC on a quarterly basis
 - d. Incubator shall also report return on investment for each Start-up. Appropriate matrix may be devised for this purpose.
 - e. It is understood that every start-up cannot be successful

19. Repeat Incubator Applicants for Seed Fund

An incubator can reapply for funds under the Scheme when it has disbursed or committed its entire previously released grant

20. Progress Monitoring

- a. Experts Advisory Committee (EAC) will review the progress of the scheme with the Incubators selected under the scheme
- b. The Incubators will provide the reports as may be directed by the EAC for objective evaluation
- c. In case of poor performance of any selected incubator, EAC may decide to discontinue seed fund support to the incubator and take further action as may be required
- d. Appropriate legal action will be taken against the selected incubator in case it uses the grant for purposes other than those for which it has been awarded

17. Intellectual Property Right Policy

i. The Policy Objectives

The University has formulated this intellectual property policy for the management of intellectual property to:

1. Foster, stimulate and encourage creative activities in the widest sense in the areas of Technology, Science, Arts and Management.
2. protect the legitimate interests of the institute faculty, scholars, students and other members of the University and the society at large and to help resolving possible conflicts of opposing interests.

3. put in place a transparent administrative system for the ownership control and assignment of intellectual properties and sharing of the revenues generated by the intellectual properties developed and owned by the University.
4. Evolve an organization structure and procedures through which inventions and discoveries made in the course of institute research may be made readily available to the public through channels of commerce.
5. Establish standards for determining the rights and obligations of the university, creator of intellectual property (for example inventions, developers, authors) and their sponsors with respect to inventions, discoveries and works created at the university.
6. Ensure compliance with applicable laws and regulations and enable the university to secure sponsored research funding at all levels of research; and
7. Enhance the reputation of the university as an academic research institution and a member of society by pursuing the highest ideals of scholarship and teaching and by conferring the benefits of that scholarship and teaching on the university community and society.
8. The IPR policy provides the mechanism for preservation and use of intellectual property and procedures through which invention and discoveries made in the course of university research are disseminated to the public through the transfer of technology. As the scope of intellectual property and the mechanism for the transfer of technology are vast, it is not possible to address all the possibilities in this policy. However, the university aims to generate intellectual property for society use and benefit while raising income to support research and education.

ii. **Commencement of the Policy** The ordinance governing the intellectual property policy shall come into effect from the date notified by the university. Moreover, this IPR policy shall supersede and overwrite any other policy in vogue at the time of this policy and this policy shall prevail all intents and purposes.

iii. **The Terms Defined**

1. **Assignment** transfer of rights or title in the intellectual property in writing.
2. **Copy-right** is the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his/her creative work.

3. **Copy-right able materials: include**

- a. books, journal articles, texts, glossaries , laboratory, manuals, syllabi, tests and proposals, study guides, bibliographic;
 - b. Lectures, musical or dramatic compositions, unpublished scripts;
 - c. films, filmstrips, charts, transparencies, and other visual aids, Vide-audio tapes and cassettes;
 - d. live video and audio broad-casts;
 - e. Programmed instructional materials;
 - f. Research notes, research data reports and research notebooks;
 - g. other materials or works other than software which qualify for protection under the Indian Copy-right Act.
- (iv) **Creator(s)** include any employee of the university whether employed full time or part time or on probation or temporary basis either in the university and/or in projects and those who are research workers, research scholars or students or project fellows who are responsible for the creation of an intellectual property using the facilities of the University.
- (v) **Confidential disclosure** means an agreement between disclosing and recipient parties or a term in a research contractor license agreement.
- (vi) **Direct Expenses** include the costs associated with the development, protection, maintaining and licensing of intellectual property, including the regular payment of salaries or other overhead costs of the university.
- (vii) **Educational materials** comprise the content and associated tools and technologies for delivery of content, including material developed for traditional face to face class room courses as well as other delivery methods such as through internet or other distance learning media. For the purpose of this policy, educational material do not normally include works such as text books, articles, papers, scholarly monographs or artistic works produced in the normal course of academic scholarship.
- (viii) **Invention disclosure** means a written description of an invention that is confidentially made by the inventor to the university.
- (ix) **Intellectual Property** shall include any property generated out of intellectual effort of the creator (s). It includes but not limited to
 - a) New and useful scientific and technical advancement in the form of innovations, inventions, products and processes, computer hardware and software, materials, biological varieties which are patentable.
 - b) Industrial and architectural designs, models, drawings software, creative, artistic and literary works, teaching resource materials generated, records of research etc, which copy-right able.
 - c) Trademarks, service marks, logos etc.
- (x) **IPR Cell and IPR –Advisory Committee:** The IPR Cell shall be headed by the I/c IPR Cell, LNIPE Gwalior appointed by the Vice-Chancellor. IPR-Advisory committee comprise of three members (with Two years term) with expertise in

areas related to IPR and technology transfer, as recommended by the In charge IPR cell and approved by the Vice-Chancellor. However, In charge IPR

cell can re-constitute IPR-Advisory committee with the approval of Vice-chancellor. The IPR Cell from time to time, will be incumbent to evaluate and make recommendations regarding IPR related issues. All the recommendations shall be forwarded to Research development cell.

- (xi) **Knowhow** refers to the knowledge, innovations, practices, expertise, processes or procedures, and secrets of individuals regarding the use of material, product or resource, or the practice of a method for a particular purpose..
- (xii) **Patent and patentable materials** are as defined in Indian Patent Act 1970 and further amended from time to time. The patentable material includes discoveries and inventions of new products and processes.
- (xiii) **Patentee** means the person for the time being entered on the register of patents kept under the Indian Patent Act as the generator or proprietor of the patent.
- (xiv) **Publication** means a public enabling disclosure of an invention and may be verbal or printed. Printed publication includes abstracts, student thesis and in certain instances, grants proposals.
- (xv) **Revenue** means any payment received as per an agreement by the university, usually for legal use of an intellectual property of the university through a license.

iv. **Ownership of Intellectual Property**

The University shall be the owner of all intellectual properties including inventions, software's, designs and integrated circuits, specimens, created by creators as a result of University research or created by substantial use of University facilities.

Specific provisions relating to IPR made in contracts governing the collaborative sponsored activity shall determine the ownership of in case of sponsored or collaborative research. Usually where there has been external corporate, foundation ,trust ,Government or industrial funding of any project ,the intellectual property generated from such a project shall owned by the University, creator of intellectual property and the funding agency jointly provided such agency has provided Rs.10/-lac. Or more for a particular research/invention/intellectual creation under a specific agreement with the University. An IPR in this University shall be managed by the IPR Cell of the University. **The creator of the intellectual property** on a mutual agreement a creator of intellectual property may assign his/her IPR he or she would otherwise to the University to be managed by the intellectual property cell. If the University cannot, or decides not to proceed in a timely manner to protect and or license university owned intellectual property, it shall assign ownership to the creator upon request to the extent prompted by these ordinances and third-party agreements if any.

Exceptions to the ownership The creator of the intellectual property may opt to retain the ownership of the following:-

- a) All intellectual properties developed without substantial use of University resources.
- b) All rights in artistic, literary and scholarly intellectual property such as scholarly books articles and other publications including those in electronic mode, works of art, literature and music recordings shall belong to the creators despite use of University resources so long as such works are not the projects of University research, neither created under the direction and control of the University, nor developed in the performance of a sponsored research or third-party agreement.
- c) All copyrights in papers, thesis and dissertations written as a student to earn credit in university courses or other wise to specify university degree requirements.
- d) The University faculty and students may freely published research of the ir result provided such research does not to leave copyrightable / patentable in tell actual property.

v. **Creation of Intellectual Property:** the IP consisting of patentable or copyrightable material can be created by the University in the following ways:

1. When university undertakes an assignment either from external agency or by its own initiation to take up on creation of a specific copyrightable or patentable material and deputes a team of its researchers to accomplish it as and when an individual researcher or a team of researchers may develop copy right able or patentable material during the course of the researcher as a specific project.
2. When some external funding agencies such as Government, foundation, trust commercial / corporate undertaking may enter into a specific agreement with the university and research team of researchers to develop some specific copyrightable or patentable materials.

vi. **Evaluation and Management of IPR:** IPR Cell of the University will coordinate the activity of evaluating, protecting, marketing, licensing and managing the IPR generated at the University. The creators of the IPR shall provide all the necessary information to the cell for the management of the IPR. The IPR Cell will get it evaluated through the IPR Advisory Committee and also by co-opting the patent attorney/legal external experts whenever and wherever needed, before deciding to manage the IPR. An invention will be patented only if it has some commercial use, motivation and viability at some point of time in the future.

vii. Registration of Patents/ copyrights

- a) **Filing of application in India:** The creators of know-how / designs / instruments /devices / processes / specimens and other such IPs who want to get patents for the patentable IPs and / or transfer thereof for commercial exploitation will be required to make an application for the purpose to the Director IPR Cell as per the procedure laid out by the IPR Cell and approved by the Vice-Chancellor. If any creator(s) consider it necessary to obtain immediate protection for safeguarding interest of the creator(s), a professional patent may be directly applied by the creator(s) after obtaining the permission from the University and simultaneously apply for the evaluation of the IP by the University as per the prescribed procedure. In case the University decides to take the patent in the name of the University (Registrar of the University Jointly with Creator or Team), the expenses incurred by the creator(s) for obtaining the professional patent protection will be reimbursed to the creator(s) by the University. The University employees associated with any activity of the University shall treat all IPR related information as confidential. Such confidentiality shall be maintained till the date as demanded by the University or the relevant contract between the concerned parties, unless such knowledge is in the public domain or is generally available to the public.
- b) **Filing of Application in Foreign Countries:** The University may consider requests for registration of Patents in foreign countries based on the merit of the IP. If the University decides not to file such a patent in any foreign country, the University shall assign rights of IP in that country to the creator(s) for the purpose of such protection, if the creator so desires.

viii. Renewal of Patents

The University will pay the Patent Fees for the first five years in all cases where patent is taken by the University (Registrar of the University Jointly with Creator). If it is a joint patent with a sponsoring agency, the patenting costs may be equally shared. If the patent has been commercially exploited within the first seven years, the University shall pay the Patent Fees for the remaining period of the life of the patent. If the patent has not been commercially exploited within the first five years, the University and the creator(s) shall share the subsequent installments of renewal fees on 50:50 basis. If the creator does not show interest in such renewals, the University can either continue the patent by paying the fees for its full term or withdraw application for the patent protection at its discretion.

ix. Transfer of IP

- (a) The creator shall make a confidential disclosure to the Patent Attorney/Legal Expert/IPR in writing as soon as possible if the University has an ownership interest and if the intellectual property/technology may be patentable, copyrightable or has potential for commercialization and licensing. The IPR cell will provide disclosure forms on request. The creator may consult IPR cell with respect to his/her duties to disclose inventions and the manner and timeliness with which such disclosures should be made to the IPR Cell.
- (b) The disclosure should contain sufficient detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation and technical characteristics of the creation. The creator(s) should also be responsible to update the IPR cell in a timely manner of any developments involving publications, sale or use of which he becomes aware after the confidential disclosure.
- (c) If the creator claims an ownership interest in intellectual property or has a question about whether an assignment must be made to the University, the intellectual property shall be disclosed to the IPR cell and the claim or question clearly stated. The University, through the IPR, will provide a determination of rights within a reasonable time following submission, generally not to exceed 90 days. The determination may be appealed to the Vice-Chancellor for a final adjudication.
- (d) The IPR will evaluate inventions and other intellectual property disclosed to the IPR to suggest the form of intellectual property protection, if any, that should be considered and also the potential for commercial exploitation. Thereupon it shall either assign the task of securing patent/copy right in the intellectual property and of managing its subsequent economic use to the specialist agency or do so itself in timely and efficient manner. Direct expenses associated with obtaining protection for intellectual property in which University has stake/share shall be borne by the University if such intellectual property is being managed by the IPR, by the specialist agency if University has entrusted management of a particular intellectual property to it and by the creator/inventor if he has withdrawn management of intellectual property from specialist agency/IPR cell on grounds of non-performance.
- (e) The institute or its agents or the creator after obtaining approval from the Vice-Chancellor through Director IPR Cell may approach external agencies for commercial exploitations. All agreements shall be signed by the Registrar of the University on the recommendations of In charge, IPR and the creator of the IP being transferred, on behalf of the University.
- (f) In case of IP involving more than one creator, a coordinator from among the creators shall be identified by the creators, for IP protection purposes. At this stage all members of the group of creators shall sign a revenue sharing

agreement for the IP, as and when they accrue. This revenue sharing agreement may be modified at any time on mutual consent among the creators and intimated to the Incharge IPR Cell. Any conflict with regard to revenue sharing among the creators will be resolved by the University and the same will be binding on the entire creator so of the IP.

x. Revenue Sharing

The revenue generated from the Intellectual Property shall be distributed as follows:

1. When University is the Creator, the income from economic use of intellectual property will be shared amongst the University and Research Team as 60% and 40% respectively.
2. When the individual researcher or a team of researchers is the Creator and has used substantial University resources, the Revenue shall be shared amongst the individual researcher, team of researchers and the University and as 60%, 40% respectively.
3. When the creation is the result of funded research, the income from economic use to be received from the Institution funding the research will be on revenue sharing basis at the level determined in the agreement assigning economic use of intellectual property to that institution when it is the economic user. In such cases the income shall be shared between the team of researcher sand the University as 60%, and 40% respectively.
4. When a Company, Industry or Commercial Undertaking other than Funding Institution is the economic user, the income receivable from the economic user will be as provided in the licensing agreement with that Company, Industry or Commercial Undertaking. Such income will be shared as 60% and 40% between the Funding Agency and the University respectively. The University will distribute the income it so derives to itself, researcher/team of researchers as in the preceding Para.
5. The shares as mentioned above shall be determined after deducting the direct expenses if any from the total income received by the University.
6. The creator(s) share would be declared annually and disbursement will be made to the creator(s) or their legal heir, whether or not the creators are associated with the University at the time of disbursement.
7. Co-creators that is research team members of IP shall sign at the time of disclosure a Distribution of IP earnings agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The co-owners of intellectual property may at any time by mutual consent revise the distribution of IP Earnings.

xi. Responsibilities of the Institute

- a) To assign, at its discretion, the management including patenting /copyrighting, negotiating and assigning or licensing commercial use of such

intellectual property in which it has stake/share to a specified agency created for this purpose under such terms as the University may consider reasonable or University may manage such intellectual property through IPR cell. Provided however that if the specialist agency or IPR Cell, as the case may be, fails to serve patent / copyright within one year of Patentable /copyrightable material being made available by the inventor/creator or fails to assign / license patented/copyrighted material to economic use, during further period of one year, the inventor/creator will have the right to withdraw right of the inventor /creator will have the right to withdraw right of management of patentable/copyrightable or patented/copyrighted material to himself and take further action to manage it himself and thereupon the right of the specialist agency/IPR Cell to manage it will stand terminated.

- b) To make aware the faculty members, staff and other scholars regarding University's intellectual property.
- c) To provide support as it deems necessary or desirable to obtain legal protection intellectual property in which University has stake/share.
- d) To facilitate the transfer of such intellectual property for economic use and develop mechanisms within these statutes for the assignment and management of Intellectual Property.
- e) To provide legal support as it deems necessary and desirable to defend and protect the interests of the University and the creators of the intellectual property against third party claims or unauthorized use.
- f) To impart information to research sponsors as required by research and Licensing agreements, and applicable laws and regulations in a timely manner.

xii. Responsibilities of the creator(s)

- a) To make an invention disclosure in a thorough and timely manner of all inventions, discoveries and other works that are patentable/copyrightable and in which University has stake/share as described in this Ordinance.
- b) To provide such assistance as may be necessary throughout the assignment process to protect and affect transfer of the intellectual property.
- c) To return all records and documents that is necessary for the protection of the intellectual property.
- d) To abide by all commitments made in license, sponsored research and other agreements made in accordance with this Ordinance.
- e) To corporate with the University with full responsibility in resolving all conflicts as may arise with respect to the IPs concerning to him/her and to make timely disclosure of such information which may hint towards any potential conflict relating to IP.
- f) To manage, including bearing patent / copyright, assigning it for economic use or licensing it similarly on terms to be finalized jointly by

Director of IPR cell, inventor/creator and financing agency if any for the research project which lead to such an invention /creation, in situation referred to in 12(a) when inventor/creator has withdrawn the right of management of intellectual property from the specialist agency of IPR Cell due to the non-performance. Provided that income from any such assignment/licensing for economic use will necessarily be receivable by the University in totality and distribution of inventor's/creator's and financing agency's share will be the exclusive responsibility of the University.

xiii. Taxability of Revenue generated on IPR

Taxability of revenue generated on IPR is stated as Revenue generated on IPR covered by heading No 9973(leasing or rental services, with or without operator) as notified by the Govt. of India vide **Notification No.11/2007-Central Tax (Rate)**i.e.

Heading	Description	Rate
9973	(i)Temporary or permanent transfer or permitting the use or enjoyment of Intellectual Property (IP) right in respect of goods other than Information Technology software.	6%

The net rate of tax applicable on temporary transfer of IPR is 6%(CGST)+6%(SGST)= 12%

This notification has been further supplemented by **Notification No. 41/2017- Central Tax (Rate) dated 14 November 2017**wherein the following entry has been inserted:-

Heading	Chapter	Description
243	Any Chapter	Permanent transfer of Intellectual Property (IP) right in respect of good so there than Information Technology software

The aforesaid entryiscoveredbytaxrateof6% (CGST)+ 6%(SGST)=12

It is further stated that temporary as well as permanent transfer of IPR shall be liable toGST@12% (at such rate as amended from time to time)

Since, the University is going to be the owner of the IPR, the invoice shall be raised by the university in favour of the users of the IPR for the amount as agreed (as per agreement) and GST at the rates as prescribed by the Government of India from time to time.

It is further stated that, in case the creator of IPR (covered under section 13(I)(a) of the Copyrights Act 1957) opts to retain the ownership in his/her own name, then the University shall be liable to pay tax on Reverse Charge Basis u/s 9(3) of the CGST Act , 2017 at the rate of 12% (at such rate as amended from time to time) unless such author is Registered under the GST Act, 2017 and issues a declaration to this effect containing the following terms:-

- a. that he/she shall be liable to pay tax under the Forward Charge mechanism to CGST/SGST Commissioner
- b. That he/she shall not withdraw such option within a period of 1year from the date of exercising such option
- c. The author prescribes such declaration on the invoice issued by him.

The tax so paid on reverse charge basis shall be eligible to be claimed as tax credit in the month of payment and can be used to discharge the GST liability of the current as well as future months. The University shall further issue the invoice to the actual user of IPR by charging the amount of GST separately.

xiv. Dispute Resolution

Any disputed issue related to the intellectual property or the interpretation of these Ordinances, shall be decided as follows:

1. Any disputed issue that cannot be resolved with the assistance of the IPR cell shall be referred to a tribunal of Arbitration at the instance of the University or at the request of the inventor or funding agency. The decision of this tribunal of Arbitration shall be final between the parties for any disputed issue related to intellectual property, revenue sharing or the interpretation of this policy.
2. The tribunal shall consist of Director IPR Cell, one member appointed by the Vice-Chancellor, one member nominated by the other party(s) and the Legal Advisor of the University.
3. The process of resolving the dispute shall be completed expeditiously and except in unusual circumstances within two months.
4. The tribunal of Arbitration shall have power to regulate its own procedure in consonance with principles of natural justice.

xv. Miscellaneous

- v) **Amendments:** The University reserves the right to amend these Ordinances at any time as required. The syndicate upon recommendation by the Intellectual Property Cell may amend these Ordinances.
- vi) **Waivers:** The University may grant a waiver from the provisions of these Ordinances on a case-by-case basis. All waivers must be in writing, supported by reasons and signed by the Vice-Chancellor. Any decision to grant a waiver will take into account the best interest of the University and the facts of the particular situation. Every waiver and reasons for it shall be reported to the syndicate in its next meeting.

vii) Educational Materials: Educational Materials represent a broad spectrum of copyright works. These materials encompass traditional educational materials such as material for lessons and course material as well as other methods of course delivery such as Internet based learning. The desire of the University is to encourage the development of creative and effective educational tools and media in order to further the University educational goals. Educational materials produced in the normal course will generally be owned by the creator of the educational material. Certain circumstances, may however, give rise to claim of joint ownership by the University. Because all possible circumstances cannot be envisioned by this Ordinance, each particular situation will have to be evaluated on its own facts to determine ownership interests.

viii) Moral Rights: The University recognizes the moral rights of the creators of intellectual property and shall endeavour to protect these rights. These include the right of fair attribution of authorship or invention, the need for the work not to be altered in such a way that it harms the reputation of the creator and an opportunity for the creator to be involved in determining the outcome of his/ her labour.

ix) Logo and the Emblem of University: The logo and Emblem of the University are the exclusive identity and property of the University and no person shall without prior permission of the University can utilize the logo and / or emblem of the University for any commercial purpose.

xvi. SEED FUNDING

- (i) IIC may provide seed loan subject to the availability of funds/ grants/ schemes meant for this purpose. Seed loan will be sanctioned only to the registered companies and shall be based on the merits of each company. Further, the admission to IIC shall not automatically entitle the companies to seed loan.
- (ii) A company desirous of getting seed loan may submit an application for seed fund after three months of incubation at IIC. The seed loan will be sanctioned based on the eligibility criteria as decided by IIC.
- (iii) One of the criteria for approval of the seed loan will be the contribution brought in by the promoters to the capital of their companies. Preference will be given to the companies who already have some sources of revenue or some customer order booking. IIC will have the sole discretion to sanction or reject an Application for seed loan and the decision of IIC in this regard shall be final. IIC is not bound to give any reason in case an application for seed loan is rejected.
- (iv) Though seed loan may be sanctioned at the time of approval of the proposal for admission, disbursement shall be subject to IIC Head's satisfaction over the suitable progress made by the company.
- (v) Notwithstanding anything contrary contained herein, the Seed fund sanction and disbursal shall be governed by Seed Fund Guidelines of IIC.
- (vi) IIC will charge the incubates for infrastructure and services, seed loan and LNIPE

Intellectual Property. This payment would be in the form of service charges and equity share as per the following details (yet to be finalized).

the call for proposal under the schemes and programs of IIC division is primarily an annual call. The priorities and commitments of the advertised call are articulated in the Call for Proposals on LNIPE website. The format and call guidelines detailing eligibility conditions, criteria for evaluation and evaluation procedure are part of call document. Applicants are required to submit a soft copy of the proposal through INNOVATION&INCUBATIONCELL@LNIPE.EDU.IN in the prescribed format.

xvii. SPECIAL PROVISION FOR SPORTS /PHYSICAL EDUCATION

The special consideration will be given to the sports related companies. This is mainly due to the peculiar nature of the product and the number of regulatory procedures required to be followed before the commercial launch of the products. In such cases, the incubate company may request for extension of the incubation period. IIC may grant such extension based on the requirements of the incubate.

THE PROJECT WORK SHALL BE ENROLLED IN THE FOLLOWING STAGES

Stage 1 : Project Idea Generation and Screening

- (i) Creativity and Idea Generation – SWOT analysis of Idea and articulation of objectives.
- (ii) Screening of Ideas – Cost, Return and Risk.
- (iii) Scanning the Environment – Economic Sector, Governmental Sector, Technological Sector, Socio-demographic Sector, Competition, Supplier Sector.
- (iv) Corporate Appraisal – Marketing, Financial, Technical and Socio-economic.

Stage 2 : Converting concept / ideas in New Project Ideas

- (i) Feasibility as per Stage 1
- (ii) Study the Existing Industries
- (iii) Observe the Inputs and Outputs of Various Industries
- (iv) Analysis of internal markets, Imports and Exports
- (v) Study of Economic and Social Trends
- (vi) Observe New Technologies
- (vii) Identifying Psychological Needs
- (viii) Study the Government Guidelines and Recommendations for Financial Institutions

Stage 3 : Prototype phase

Stage 4 : Intellectual Property Rights evaluation for filing patent

Stage 5 : Commercial and Marketing Phase

PROJECT APPLICATION FORM

1. TITLE OF THE PROJECT:

2. TYPE OF PROJECT:

- (i) Consultancy
- (ii) Idea Incubation
- (iii) Others Application Form for Incubation

3. INDICATE YOUR RELATIONSHIP WITH LNIPE:

- (i) Faculty
- (ii) Staff
- (iii) Alumni
- (iv) Others

4. BROAD AREA (TICK ANY)

- (i) Sports engineering and technology
- (ii) Sports science
- (iii) Allied Areas
- (iv) Others

5. PROPOSED PROJECT MENTOR, IF ANY

6. DETAILS OF THE PROJECT PROPOSAL

(PLEASE ATTACH SEPARATE SHEET STATING IN BRIEF THE FOLLOWING POINTS)

- (i) Project Summary
- (ii) Origin of the Project
- (iii) Problem Statement
- (iv) Goals and Objective
- (v) Time Schedule
(eg: time required for different components, time for ideation, incubation time etc)
- (vi) Business Model
- (vii) Budget (with justification)
- (viii) Expectations from IIC (Financial Assistance Required)
- (ix) Relevance to National or International Context
- (x) Whether Applied elsewhere for Incubation (If yes, give details)

(SIGNATURE WITH NAME, TIME, DATE AND PLACE)

STANDARD OPERATING PROCEDURES(SOP)

Outstanding Researcher Award & Young Researcher Award

1. Inviting nomination/Application on prescribed proforma: 1st July of every year
2. Last date for submitting nomination/Application: 30th August every year
3. Constitution of scrutiny committee by the Vice-Chancellor: 1st week of August every year
4. The scrutiny committee member must not be an applicant himself or any of his close relatives should also not be an applicant.
5. If it is observed during scrutiny that more than one applicant are competing for the award and they are from widely different discipline then two step assessment will be followed. The scrutinized Application in the first step will be assessed by the specialized external expert of each discipline. The Innovation Council will try to get detailed comments on each Application from these experts which will be sent to the external Jury for final assessment. The criteria for selection of external expert will remain as that of the external Jury detailed below.
6. Preparation of the panel of external Jury by the Innovation Council by 2nd week of August every year
7. External Jury must fulfil the following criteria:
 - (i) Must not have served LNIPE in any capacity
 - (ii) Must not be a collaborator with any faculty of LNIPE (He/she should not have published any paper/book chapter/books etc. as co-author with any LNIPE faculty in last ten years.)
 - (iii) Should be a senior Professor/Scientist (G) or higher cadre
 - (iv) Should be preferably an academic fellow of impeccable integrity serving in high-ranking institutes.
8. Obtaining approval of the panel of External Jury by the Vice-Chancellor by 31st August every year
9. Sending scrutinized Application to at least two external Juries by the first week of September every year.
10. Receipt of recommendation with specific comments from the external Juries by 1st week of October
11. Final approval of the results from the External Juries by the Vice- Chancellor taking everything into consideration including Departmental Record.
12. Announcement of the Awardees by the PRO/Media Committee

LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION GWALIOR

Innovation & Incubation cell

Incubation Form

1. Venture Name :

2. Stage of your venture:

Idea

Proof of concept

POC completed

Business launch

Address of Registered office / operating space*

Contact No.

Email address :

Name and Profile :

3. Venture Details:

1. Vision of Product or Service: In 5 lines, explain goal of the company (tactical goals even milestones)*

2. Problem that the product or service intends to solve / help to solve*:

a) Who are the target audience and what are the critical problems you are solving (Who will buy these products or services and why will they do so?) maximum 150 words*:

b) Need to include a write up on how the intended customers of the services or product solve their problem described above, Currently maximum 100 words*

3. Solution Details: Include detailed description of the solution/s for a critical success factor (Basically what is your product/service, what does your product do /service do and what capabilities your product/service have) maximum 250 words*:
4. Critical success factors – Mention at least 2-3 areas which should be focused more (remaining areas can have errors) which will allow your start up to succeed but errors in those 2-3 areas will sink your start-up*:
5. How will you make money, both in long and short-term - Proof points: how have you validated these assumptions? In simplicity you need to explain - How will the product/service be promoted and sold/offered? maximum 250 words*:
6. Your differentiator (In one line, how this start up idea is 10 times better vs competition at solving a problem in an aspect that is important to consumers)
Explanation of why others aren't and can't do this - Answer: why you? maximum 250 words*
7. Business Plan/Presentation about your company/idea?
(Attach document / if any)
8. Any other details which would help in evaluating your application: Internship done/Work experience related to your idea*:

9. Declaration:

We hereby agree that the declaration and facts in the application are true and best to our knowledge and nothing material has been concealed.

Team member 1

Name :

Address :

Email :

Mob :

Signature :

Team member 2

Name :

Address :

Email :

Mob:

Signature :

Annexure required to be sent along with the Application form:

1. Business Plan copy - latest:
2. Scan copy of certificate of incorporation (if applicable):
3. Memorandum and Articles of Association:
4. Balance sheet, Profit & Loss statement and Cash Flow statement for 3 years:
5. Short Resume of founders also include reference in that:
6. Pictures/ illustration/ working model/ video of product or offerings:
7. Details of Patent filed/ Process if any: