

Intellectual Property Policy of AgriHub, IIT Indore

Section 1 (Purpose & Scope)

1.1 Purpose: The AgriHub, IIT Indore is a Center of Excellence at the Indian Institute of Technology Indore (IIT Indore/IITI) that aims to foster innovation in sustainable agriculture. This policy outlines the rules governing intellectual property resulting from activities under the AgriHub, to encourage research while ensuring fair commercialization.

1.2 Scope: This policy applies to all AgriHub, IIT Indore personnel, students, and non-IITI personnel associated with any activity of the AgriHub center. It comprehensively covers all classes of Intellectual Property (IP), including Patents, Copyrights, Design Registrations, Trade Secrets, and Confidential Information generated across agricultural innovations such as, but not limited to, Instrumentation & Engineering, Digital Agriculture, Software & Analytics, and Agri-Biotechnology & Diagnostics.

Section 2 (IP Ownership & Disclosure Protocols)

2.1 Ownership of Intellectual Property:

- a. **Internal Innovations:** Indian Institute of Technology Indore, on behalf of AgriHub, shall own all IP (including but not limited to hardware, software, chemical and biological laboratory procedures) created at the AgriHub by the concerned IIT Indore personnel, and students. This is in line with the IP policy of IIT Indore, which involves the use of institute resources or falls within the scope of employment/academic research.
- b. **Collaborative & Sponsored Research:** For collaborative projects involving IITI personnel, external industry partners, or an external Institute, **joint IP** ownership may be considered. The financial investment required for patent filing will be shared equally among the partnering entities jointly owning the IP. If an external Institute of a collaborating PI/Co-PI denies participation in joint IP filing or equal cost-sharing, a formal **No Objection Certificate (NoC)** must be obtained from that institution, waiving the rights over ownership. Upon receipt of the NoC, sole IP ownership shall vest entirely with **Indian Institute of Technology Indore** on behalf of **AgriHub**. However, the rights of inventors shall be governed by this IP policy of AgriHub, IIT Indore.
- c. **External & Grassroots Innovators:** In respect of non-IITI personnel (such as visiting farmers or independent startups/incubatees or PI/Co-PI) of AgriHub, IIT Indore sponsored project/ startup who develop innovations without the intellectual contribution of IITI personnel, **Indian Institute of Technology Indore** on behalf of **AgriHub** will be one of the **applicants** to file the **IP**, along with the respective technical innovator as the other applicant/s.

In all the above cases, the **Indian Institute of Technology Indore** on behalf of **AgriHub** will be an **applicant** for the filing of the **IP** application, either as the sole applicant or jointly with the respective applicant(s) as applicable. The **Principal Investigator (PI)/Co-PIs of Deep AgriTech Project/representative of the startup or company and other** eligible innovators /contributors **will be mentioned**

as **inventors/creators**, as applicable, based on their intellectual contribution and as declared in the invention disclosure form (IDF) submitted to AgriHub, IIT Indore.

2.2 Disclosure, Filing & Confidentiality:

- a. **Submission of IDF & Inventor/Creator Recognition:** Inventors/creators wishing to protect their work must submit an official Invention Disclosure Form to the AgriHub, IIT Indore at the earliest date, providing accurate details of all inventors/creators and their respective affiliations.
- b. **Assignment & Confidentiality:** Upon disclosure, inventors must assign their rights to Indian Institute of Technology Indore (and other applicants as applicable). All personnel and collaborators must treat disclosed IP as strictly confidential until officially protected or released into the public domain.
- c. As part of its reporting mandate, AgriHub, IIT Indore shall inform regarding the innovation disclosures/ protected IPs, to the Ministry of Electronics and Information Technology of India (MeitY) and the Department of Science & Technology, Government of Madhya Pradesh (S&T, MP).

Section 3 (Commercialization & Industry Partnerships)

3.1 Licensing:

a. For all intellectual property where Indian Institute of Technology Indore on behalf of the AgriHub is the sole owner, **Indian Institute of Technology Indore shall act as the official Licensor** for commercialization of such technology/ies.

b. **Joint Ownership:** In case of joint ownership, organizations other than the Indian Institute of Technology Indore can also use the respective IP for their own R&D. However, for any commercialization of such technology/ IP, **Indian Institute of Technology Indore shall act as the official licensor** and revenue sharing will be done as per section 4.2.

3.2 Marketing: IIT Indore shall actively market such IP to potential users/industries.

3.3 Confidentiality: All pre-licensing discussions will be safeguarded using standard **Non-Disclosure Agreements (NDAs)** to preserve the commercial value of the IP.

3.4 Liability & Indemnity: As a strict matter of policy, all technology licensing agreements executed by Indian Institute of Technology Indore shall include a comprehensive Indemnity provision to fully indemnify and hold harmless Indian Institute of Technology Indore, other co-applicants and the individual inventors/creators from any legal proceedings, damages, or financial liabilities, including but not limited to those arising from manufacturing defects, field production issues, design guarantees, or product debugging obligations encountered by the licensee.

Section 4 (Revenue Sharing & Governance)

4.1 Institutional Revenue Sharing: The net earnings generated from the commercialization/licensing of IP owned by the Indian Institute of Technology Indore only shall be shared between the inventor(s) and IIT Indore according to the following distribution:

Table 1: Revenue Sharing among stakeholders

Net Earnings Bracket	Inventor(s) Share	AgriHub, IIT Indore Share	IIT Indore Share
For the entire amount	70%	20%	10%

4.2 Multi-Institutional Revenue Sharing: The net earnings generated from the commercialization/licensing of intellectual property (IP) jointly owned by multiple institutions shall be distributed as given in Table 2.

Table 2: Revenue Sharing among stakeholders

Net Earnings Bracket	AgriHub, IIT Indore Share	Equal share among IIT Indore and joint IP owners as applicable*
For the entire amount	20%	80%

*Inventors/creators' share shall be governed by the IP Policy of their respective institute/organization from this part of revenue sharing.

4.3 Internal distribution of revenue share of inventor(s)/creator(s):

The percentage distribution of the collective inventor(s)/creator(s) shall be formally documented by signing a **Distribution of license fee/ Revenue agreement** at the time of licensing of the technology.

4.4 Conflict of Interest Governance:

- Mandatory Disclosure:** All inventor(s)/creator(s) are required to disclose any potential or actual conflict of interest in respect of the IP generated in the Agrihub, IIT Indore. If an inventor/creator or their immediate family holds a financial or management stake in a licensee or potential licensee company, they must formally disclose this stake to the AgriHub, IIT Indore.
- License Approval:** Any license or assignment of rights of the IP owned by Indian Institute of Technology Indore on behalf of AgriHub, to a company in which an inventor holds a stake shall be subject to the formal review and approval of the Dean, Research & Development, Indian Institute of Technology Indore, in accordance with the applicable Institute policies.

Section 5 (Miscellaneous)

5.1 Amendments: Indian Institute of Technology Indore (AgriHub) reserves the right to amend, modify or revise this Policy from time to time with the approval of the competent authority.

5.2 Dispute Resolution: Any dispute relating to the interpretation or implementation of this Policy shall be resolved by referring to the Director, IIT Indore, or an authority designated by the Director, whose decision shall be final and binding, subject to applicable law.

5.3 Policy Interpretation: In the event of any ambiguity, inconsistency, conflict, or omission in this Policy, the provisions of the Intellectual Property Policy of IIT Indore, as amended from time to time, shall prevail and be binding on all stakeholders. Matters not specifically covered under this Policy shall be governed by the Intellectual Property Policy of IIT Indore.

5.4 Governing Law: This IP Policy shall be governed as per the Laws of India.