



DELHI TECHNOLOGICAL UNIVERSITY

Established under Govt. of Delhi Act 6 of 2009

(Formerly Delhi College of Engineering)

BAWANA ROAD, SHAHBAD DAULATPUR, DELHI-42

F.DTU/Council/BOM-AC/Notification/31/2018/507

Date : 09/9/2024

NOTIFICATION

The Board of Management of the Delhi Technological University in its 51st meeting held on 5th July, 2024, vide agenda number 51.25 approved the Policy for Technology Transfer at DTU as under:

POLICY FOR TECHNOLOGY TRANSFER AT DTU

1. Preamble

Delhi Technological University (DTU), is committed to advancing knowledge, fostering innovation, and contributing to the betterment of society through research and development. Recognizing the transformative potential of intellectual property (IP) generated within its academic community, DTU acknowledges the importance of a comprehensive policy that facilitates the transfer and utilization of such innovations for the benefit of society. The proposed DTU policy on the transfer, revenue sharing and use of IP is rooted in the understanding that the translation of intellectual property into tangible products and services. In alignment with DTU's mission, this policy seeks to strike a balance between incentivizing inventors and catalyzing the integration of technological advancements into the market. The policy recognizes that commercialization plays a pivotal role in bridging the gap between research outcomes and societal impact. Furthermore, the Technology Transfer and Revenue Sharing Guidelines have been formulated with the overarching objective of disseminating technologies developed by DTU to the industry. The framework ensures a seamless technology transfer and fosters collaborations with industries for growth and development.

In essence, DTU's Technology Transfer Policy aims to create an environment that not only encourages innovation within its academic community but also facilitates the integration of these innovations into the broader economic landscape, ultimately contributing to the national agenda of self-reliance and industrial development.

2. Definitions

- i. **Applicable Agreements:** Refers to agreements that the Grantee or Licensee must execute under various categories, to which the provisions of revenue sharing shall apply.

- ii. **Commercialization:** In relation to Intellectual Property, it encompasses the use, manufacture, sale, advertising, promotion, distribution, hiring, supply, or disposal of any product manufactured using the Intellectual Property. This also includes the assignment, licensing, or sub-licensing of the Intellectual Property to third parties.
- iii. **Competent Authority:** An officer, employee, or any person legally delegated or vested with the authority to perform a designated function by DTU.
- iv. **Confidential Information:** Encompasses technical, financial, business, or other information, in any form, disclosed or obtained by either Party, related to the terms of the agreement, research, development, inventions, products, production, manufacturing, finances, marketing, business plans, trade secrets, know-how, data, or other confidential communications.
- v. **Exclusive License:** Implies that only the named licensee has the right to make, use, or sell the licensed technology/IP for commercial purposes.
- vi. **Grantee:** A person, institute, or organization, whether private, public, or government, receiving grant-in-aid funding or support from DTU at any stage from ideation to commercializing technology.
- vii. **Intellectual Property (IP) or Intellectual Property Rights (IPR):** Encompasses patents, rights to inventions, copyright, moral rights, designs, trademarks, confidentiality rights, and any other registered or unregistered intellectual property rights, including applications, continuations, renewals, extensions, or equivalents worldwide. It includes Technology, Licensed Patents, and Licensed Trademarks developed through DTU support.
- viii. **Licensee:** Any business, organization, institute, or individual granted legal permission by DTU, in the form of a license, to commercialize the technology.
- ix. **Net Sales:** Gross sales made by the company, its licensee, or its sub-licensee based on the Maximum Retail Price (MRP) of the product, excluding excise duty, GST, or any other levies, as defined by Indian Accounting Standards and certified by a Chartered Accountant.
- x. **Non-exclusive License:** Grants the licensee the right to make, use, or sell the technology for commercial purposes, while DTU retains the freedom to grant similar rights to other licensees.
- xi. **Royalty Period:** Each consecutive period ending on March 31st, June 30th, September 30th, and December 31st, respectively, each year.
- xii. **Sub-License:** The person to whom the Licensee grants a Sub-License to commercialize the Licensed Patents, its Improvements, and associated IP.
- xiii. **Technology:** Encompasses discoveries, inventions, processes, methods, know-how, and Intellectual Property expressed in various forms, developed under DTU Programs. It includes technical information, processes, procedures, trial materials, methods, formulae, protocols, software, specifications, instructions, data, documents, drawings, images, prototypes, and materials related to Licensed Patents and Improvements.



3. Mode of Technology Transfer

The technology(ies) developed through DTU's funding support can be transferred to suitable Licensee(s) in accordance with the following categories:

- i. Limited period Non-Exclusive License/s without transfer of Intellectual Property (IP) rights
- ii. Region/country-specific Exclusive License without transfer of IP rights
- iii. Limited period license granting Exclusive Marketing Rights without transfer of IP rights
- iv. Outright sale of IP Rights
- v. Sub-licensing: In the case of sub-licensing, the industry must obtain prior permission from DTU. DTU may consider sub-licensing the technology(ies) on a case-by-case basis, subject to mutually agreed terms and conditions, as well as in accordance with prevailing Government of NCT of Delhi/India policies and regulations. This consideration is made to fulfill the mandatory/statutory requirements of other countries.
- vi. Any other mode with due justifications

4. Eligibility Criteria for Applicants

Applicants fulfilling the specified eligibility criteria are deemed eligible to submit applications for licensing/material transfer under DTU's Technology Transfer and Revenue Sharing Policy.

- A. Company (Start-up, Small, Medium, or Large) incorporated under the Companies Act 2013, with a minimum of 51% of the shares held by Indian Citizens.
- B. Limited Liability Partnership (LLP) incorporated under the Limited Liability Partnership Act, 2008, with a minimum requirement that half of the persons subscribing to the LLP document as its Partners should be Indian citizens. (Note: The applicant Company/LLP must possess adequate in-house facilities for project implementation and product manufacturing in compliance with CGMP/regulatory requirements). The Company should hold a DSIR (Department of Scientific and Industrial Research) certificate or be incubated with a recognized incubation facility, having suitable tie-ups for product manufacturing.)
- C. Technology transfer to a Foreign Entity or an Entity with Foreign Equity is subject to approval by the Competent Authority of DTU. Such transfers will be exclusively on a non-exclusive basis, with the stipulation of making the product accessible at an affordable/negotiated price to those most in need within India, as determined by DTU and the Government of India.
- D. Applicants must demonstrate capabilities in product development and scale-up.
- E. The applying company should have a minimum of three years of existence, actively engaged in the field of technology related to the licensing area. (Note: Provisions D and E above may be waived for start-up companies.)



These eligibility criteria underscore DTU's commitment to ensuring that technology transfer is aligned with the principles of inclusivity capability, and that it focuses on meeting the needs of the Indian population. The provisions are designed to encourage a diverse range of entities, including start-ups, to participate in the technology transfer process while maintaining a high standard of competence and commitment to societal impact.

5. Ensuring Fair Opportunity for Technology Transfer

DTU is committed to providing an equitable opportunity for all companies, individuals, and potential licensees to explore and engage in licensing opportunities for technologies developed through DTU's funding support. The University strongly emphasizes transparency and openness throughout the entire process, including the call for applications, the shortlisting of applicants, and the selection of companies for technology transfer. To achieve this, DTU will:

- Disseminate detailed information about the technologies available for transfer through various mediums such as publications, bulletins, newsletters, journals, magazines, etc., associated with DTU. Technology briefs will be prominently featured on DTU's website and circulated through agencies enlisted by DTU to facilitate bilateral technology transfers and collaborations.
- On a case-by-case basis, DTU will invite expressions of interest through its official website and other relevant channels. This approach ensures a broad outreach, encouraging diverse stakeholders to participate in the technology transfer process and fostering a transparent and inclusive environment.

6. Relevant Agreements in the Technology Transfer Process

Throughout the technology transfer process, various agreements play a crucial role in facilitating a smooth and transparent exchange. Prior to divulging any confidential information, an initial step involves entering into a **Non-Disclosure Agreement (NDA)** with the potential licensee. This agreement ensures the safeguarding of confidential information related to the technology, allowing the potential licensee to conduct due diligence.

Another essential agreement in the process is the **Material Transfer Agreement (MTA)**. Under the MTA, the laboratory or institute can transfer pertinent materials, including molecules, protocols, reagents, antibodies, etc. These transferred materials often play a pivotal role in the development and commercialization of the technology. For the actual transfer of technology, a **License Agreement (LA)** is executed between DTU and the licensee, facilitating the formal transfer of the technology. This agreement outlines the terms and conditions governing the utilization of the technology.

To initiate discussions regarding the transfer of materials and/or technology, a **Memorandum of Understanding (MoU)** is established. This agreement serves as a foundational document for outlining the framework and intentions of the parties involved in the transfer process.



The details of the Legal Agreements to be entered are as follows: -

- i. **Non-disclosure Agreement (NDA):** Before deciding on technology licensing from DTU, prospective licensees may seek to conduct due diligence for a comprehensive understanding of the technology. To safeguard DTU's intellectual property, it is imperative to enter into an NDA with the prospective licensee. This agreement serves as a prerequisite, allowing the prospective licensee to carry out due diligence to validate claims about the technology.
- ii. **Material Transfer Agreement (MTA):** DTU engages in the transfer of materials, such as molecules, protocols, reagents, antibodies, to various government and private institutes/organizations for research and development purposes. Prospective licensees may also express interest in obtaining samples of the product/technology developed for due diligence. In such cases, a Material Transfer Agreement is essential, serving as a prerequisite for providing materials for research, development, and due diligence while safeguarding DTU's intellectual property.
- iii. **Licensing Agreement (LA) for Transfer of Technology:** The Licensing Agreement is executed between DTU and the licensee and encompasses technology licensing terms. The terms of this agreement are crafted in accordance with the present guidelines.
- iv. **Memorandum of Understanding (MoU):** At the initial stages of negotiations for the transfer of materials and/or technologies, it is sometimes necessary to execute a Memorandum of Understanding (MoU). This serves as a starting point, defining the scope and purpose of the collaboration. The understanding established through the MoU is then implemented through a detailed agreement, specifying specific terms and conditions.

7. Handholding Support by DTU

DTU Faculty/Scientists will provide handholding support to ensure the successful transfer of technology, including know-how, to the licensee for further development and commercialization. If travel by DTU scientists is required to facilitate technology transfer and provide handholding support, the associated expenses, including boarding and lodging charges for both DTU and non-DTU staff, will be born by the licensee as per actuals and government rules.

8. Technology Transfer Document (TTD)

A Technology Transfer Document (TTD) is crucial to facilitate a seamless transfer of DTU technology to the licensee. Following the transfer, essential documents covering the know-how of the technology, including relevant details, drawings, product information, essential process details, process parameters, and packaging/handling information, will be provided to the licensee.



9. Technology Transfer Fees and Royalty Sharing

- i. **Technology Transfer Fees:** For the licensing of technologies, an upfront payment will be applicable, determined on a case-by-case basis through technology valuation. The upfront payment can be made either as a one-time payment based on the Technology Readiness Level (TRL) of the licensed technology or as staggered payments linked to the achievement of specific milestones.
- ii. **Royalty from Net Sales:** Grantees/Licensees of DTU involved in the commercialization of DTU technologies are required to make royalty payments from 'Net Sales.' The term 'Net Sales' refers to the gross sales conducted by the company, its licensee, or its sub-licensee, based on the Maximum Retail Price (MRP) of the product. This excludes applicable excise duty, Goods and Services Tax (GST), or any other levies, as defined by the Indian Accounting Standards and certified by a Chartered Accountant. Royalty payments are to be calculated as a percentage of the net sales, ensuring a fair and transparent mechanism for revenue sharing in the commercialization process.
- iii. **Variation in Technology Transfer and Royalty Fees:** There could be variations in Technology Transfer Fees and Royalty Fees structure for the same technology when non-exclusive licenses are considered at different points in time. These variations could be attributed to the following reasons:
 - Licensing Regions
 - Mode of Technology Transfer
 - Size of the companies/Technology Transfer seekers
 - Market penetration capability of the companies/Technology Transfer seekers

10. Sharing of Revenue Between DTU and Inventor(S)

The protection of IP serves, among other purposes, as an incentive for individuals associated with DTU, encouraging research endeavours that lead to marketable products or processes, ultimately generating revenue for DTU. As a guiding principle, DTU has established a policy to share the revenue derived from IP monetization among various stakeholders.

In addition to DTU, these stakeholders include inventors, affiliated academic entities of DTU, and administrative entities engaged in IP management and commercialization. DTU retains the authority to determine the respective shares allocated to different stakeholders involved in the creation and dissemination of IP, and such allocations may be periodically reviewed and adjusted.

Notably, the revenue share allocated to the inventor(s) is designed to persist even after their association with DTU concludes. The administering entity will develop procedures to facilitate this continued revenue sharing, ensuring a fair and sustained mechanism for recognizing the contributions of inventors in the ongoing success of IP monetization.



11. Noncompliance and Conflict of Interest

Every inventor at DTU bears the responsibility for adhering to government regulations, as well as the policies and ordinances set forth by DTU, concerning the development and utilization of intellectual property (IP). In the course of implementing the IP policy of the Institute, all faculty members and inventors are obligated to steer clear of potential and mutual conflicts of interest.

12. Jurisdiction

In the event of any disputes arising in connection with the implementation of intellectual property rights (IPR), the designated jurisdiction shall be limited to Delhi.

13. Review and implementation

In case of any unforeseen requirements, the direction/decision of Hon'ble Vice Chancellor shall be final and binding. The policy will be reviewed as and when required.



(Prof. Madhusudan Singh)
Registrar

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Date : 09/09/2024

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1. PA to V.C. for kind information of the Vice Chancellor
2. PA to Registrar
3. All Deans & HODs
4. Head, Computer Centre (with a request to upload on University Website)
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(Dr. Lokesh Garg)
Assistant Registrar (Council)