

# RESEARCH & DEVELOPMENT CELL



## SAMBALPUR UNIVERSITY

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### RESEARCH & DEVELOPMENT CELL (RDC)

RULES, GUIDELINES & RELATED INFORMATION

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Edition

May 2022

# **Guidelines for Establishment of Research & Development**

## **Cell in Sambalpur University**

### **1. INTRODUCTION**

The National Education Policy (NEP) 2020 envisages the promotion of quality research within the Higher Education system. Research and innovation are important aspects of enhancing quality education in the Higher Education Institutions (HEIs). Societal challenges of our country can only be addressed by having a solid and vibrant higher education ecosystem with an emphasis on Research, innovation, and technology development. The integration of Research, Innovation and Technology Development is the foundation of Atma-Nirbhar Bharat (Self-reliant India). The establishment of the Research and Development Cell (RDC) in HEIs will enable the attainment of targets of Atma-Nirbhar Bharat and is expected to play a pivotal role in catalyzing multidisciplinary/transdisciplinary and translational research culture mandated in NEP 2020.

Sambalpur University is a high-flying academic institution in Odisha, adjudged by the quality of teaching imparted to the learners and Research being carried out by the faculties in different disciplines. To encourage and support the Research in particular, a cell named **Research & Development Cell (RDC)** has been established in the University campus to promote and assist the faculty members in undertaking research and consultancy works that enhance the economic and academic growth of the University. In addition, the cell provides an opportunity for the faculty and academia to apply their ideas to find solutions to the problems in emerging areas.

### **2. VISION**

To put in place a robust mechanism for developing and strengthening the research ecosystem within Sambalpur University, aligned with the provisions of NEP-2020.

### **3. MISSION**

- a) To create a conducive environment for enhanced research productivity.
- b) To encourage collaboration across industry, government, community- based organizations, and agencies at the local, national, and international levels.
- c) To facilitate greater access to research through mobilization of resources and funding.

### **4. OBJECTIVES**

- a) To facilitate the recruitment of research personnel, procurement of equipment, and financial management with adequate autonomy to the Principal Investigator(s) and disseminate research outcomes to stakeholders and the public at large.

- b) To act as a liaison between researchers & relevant research funding agencies, extend guidance in the preparation & submission of project proposals and post-sanctioning of the grants.
- c) To have better coordination among other cells/centers dealing with University-Industry Inter Linkage, Incubation, Innovation and Entrepreneurship Development and Intellectual Property Rights (IPR).
- d) To develop an Institutional Research Information System for sharing the status of ongoing/completed research projects/Programmes, expertise & resources, etc., making effective use of Information & Communication Technology (ICT) for preparing the database of in-house experts to provide industrial consultancy and services.
- e) To serve as nodal center for ideation and conceptualization of research topics/themes by organizing workshops and training programs and ensuring the integrity and ethical practices in research activities, including clearance of bioethical committee wherever required.
- f) To assist affiliated college in promoting research, consultancy and patent filing.

## **5. FUNCTIONS**

The UGC launched an initiative to establish an RDC in HEIs with the mandate for promoting quality research that contributes meaningfully toward the goal of a self-reliant India ("Atma-Nirbhar Bharat"), aligned with the provisions of NEP-2020.

The RDC would help creating a research ecosystem for reliable, impactful, and sustained research output. The essential elements of such an ecosystem, viz., generation of knowledge and facilitation of research, innovation and technology development for industrial & societal benefits, are addressed by human resource (researcher & faculty), intellectual capital (knowledge & skills), governance (regulation & policies) and financial resources (funding & grants).

The RDC will be managed by a Director (not below the rank of a Professor) and a Deputy Director (not below the rank of an Associate Professor). Two Office Assistants and a Peon shall be engaged on an outsourcing basis in the RDC Office. The Cell will perform the following functions:

- (i) Approving the project, consultancy and testing proposals, filling of patent and monitoring at the Central Basis
- (ii) Keeping official records of all sponsored projects and consultancy projects.
- (iii) Submission of utilization to the sponsoring agency in time.

The following procedure will be adopted for initiating, operating and completing the research projects funded by different funding agencies and industries.

## **6. DEFINITIONS**

**6.1 University** means Sambalpur University, Odisha

**6.2 VC** means the Vice-Chancellor, Sambalpur University, Odisha

**6.3 Department** means all the academic departments, academic centres, centres of excellence and academic service centres at the Sambalpur University.

**6.4 Director** means Director, Sponsored Research and Industrial Consultancy (RDC), Sambalpur University, Odisha.

**6.5 DR** means Deputy Director, Sponsored Research and Industrial Consultancy (RDC), Sambalpur University, Odisha.

**6.6 RDC Advisory Committee** means Committee for Sponsored Research & Industrial Consultancy, Sambalpur University.

**6.7 Project** implies sponsored research projects or industrial consultancy projects or routine testing projects

**6.8 Sponsored Research Projects** means Research Projects sponsored by Government, public, private, national/international agencies and autonomous bodies. Generally the project cost including expenditure towards manpower, equipments, consumables and supporting services of the University is borne by the sponsor.

**6.9 Routine Testing project** implies those testing works' where the rates are fixed by the department. The concerned Head of the Department will be the PI.

**6.10 Sponsor** means the organization that offers a Project to the University and provides necessary financial support for successful completion of the project in time. „

**6.11 Principal Investigator (P.I.)** is a member of the faculty/scientist of the University with necessary expertise and competence to conduct a Research and consultancy work. Normally, the faculty/scientist who submits the project proposal and negotiates with the sponsor and is instrumental in getting the project funding is the Principal Investigator (PI). In case of research project, emeritus fellow/chair professor/ visiting professor may also be the PI.

**6.12 Co-Investigator (Co-PI)** means a person from amongst the faculty/scientist (including Emeritus Fellow, chair faculty, visiting professor) co-opted by the Principal Investigator to work jointly with him/her on the project

- 6.13 Consultant:** A consultant is an individual or government/public sector undertaking/ government company engaged for a specific period to carry out a specific job.
- 6.14 Project Staff** means a person appointed in conformity with the guidelines to work on a project for a specified period.
- 6.15 RDC Development Fund (RDCDF)** means a part of the Institutional/ University Overhead Charges (IOC /UOC)/share received for sponsored Research and Industrial consultancy projects credited to a separate fund operated by Director (RDC).
- 6.16 Departmental Development Fund (DDF)** means a fund of the Department to which a part of the University overhead charges/ share from Research and consultancy Projects are transferred for utilization by the Head of the Department.
- 6.17 Project Monitoring Committee:** Project Monitoring Committee (PMC) means the Committee constituted to monitor the large projects with outlay of more than Rs. 100 lacs.
- 6.18 Research Centre** means all approved research Canters of Sambalpur University.
- 6.19 Head/Coordinator** means Head/Coordinator of the Academic /Teaching Department
- 6.20 Institutional Consultancy** means consultancy offered by University, Government institutes, Ministries, International bodies, NGO, Corporations, Organizations, Trusts, Private institutes including HRD activities in continuing education centre etc.
- 6.21 Industrial Consultancy** means consultancy offered by industries, consulting firms, companies and individuals etc.
- 6.22 Lead Consultant (L.C)** means faculty member of any Department/Centre who will act as leader of the consultancy project.
- 6.23 Consultant** means faculty member and/ or team of faculty members/scientist/employee providing consultancy.
- 6.24 Mentor** means Senior faculty members/ Senior professionals who have formidable expertise and may not be able to visit the project sites but their experience and expertise may be utilized to train the Team Members.
- 6.25 Consultancy Project** means a project involving any individual faculty member/ Department/Research Centre/Functionary of University and use of University facilities and intellectual inputs of the faculty will be treated as Consultancy Project.
- 6.26 RDC Advisory Committee:** The Committee shall monitor the overall smooth function of the RDC.

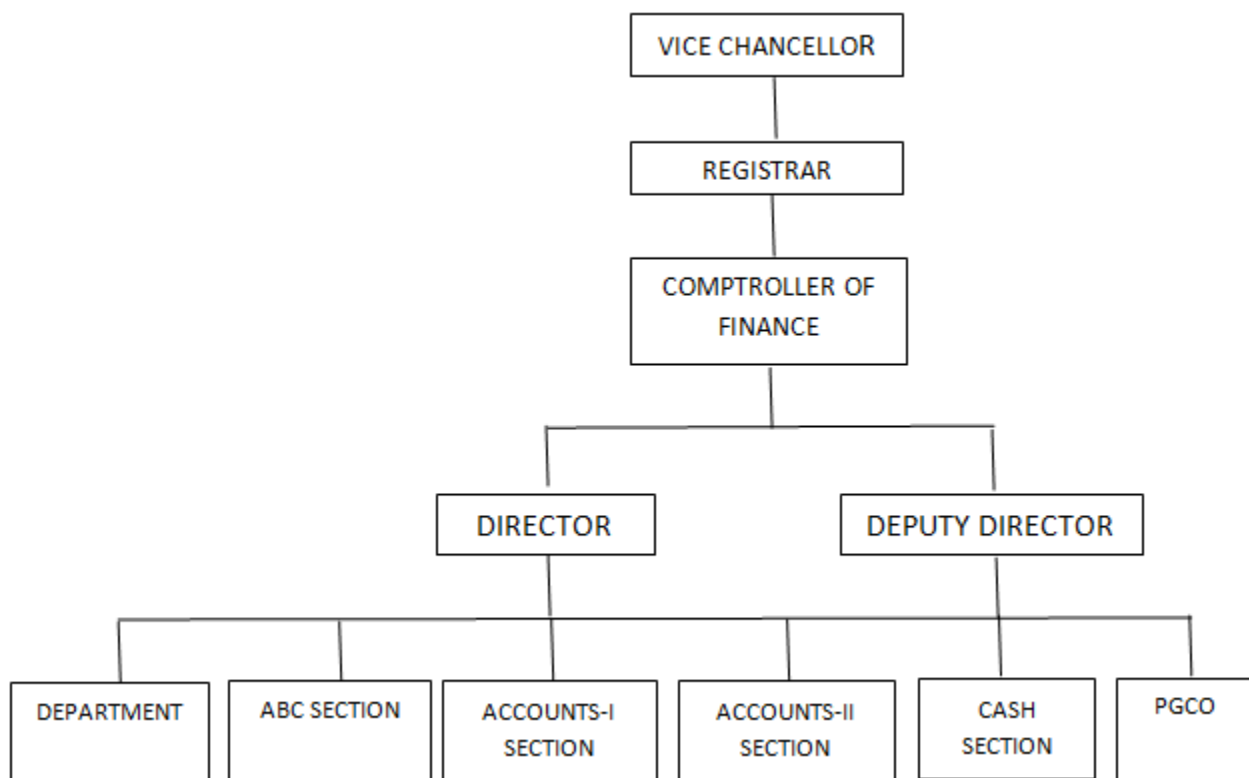
**6.27 RDC Advisory Committee:** The RDC shall compose of the following members:

- |  |                     |
|--|---------------------|
| a. Vice Chancellor                                   | – Patron            |
| b. Chairman PGCo                                     | – Ex Officio Member |
| c. Director IQAC                                     | - Member            |
| d. Coordinator NAAC                                  | - Member            |
| c. All Dean of Faculties                             | - Member            |
| d. Two Professors to be nominated by Vice Chancellor | - Member            |
| e. Director RDC                                      | - Convenor          |

## 7. GOVERNANCE

An efficient governance mechanism ensures functional autonomy, transparency, accountability, and adaptability by strengthening inter-linkages to create a conducive research environment. The Sambalpur University can foster the human elements (faculty, staff, scholars, and students), logistics (land, buildings, and facilities), knowledge resources (research equipment, project utilities, and consumables), fund flow, etc. through a steady, proficient, effective governance (Rules, Norms, and Policies) and financial (Grants and Funds) management. In addition, dedicated leadership and administrative structure for Research, led by experienced researchers, are essential for establishing an effective and robust Research Governance in RDC at Sambalpur University.

The Research Governance will function as per the Organization Structure comprising of various committees for specified functions may be as under:



## **8. ADMINISTRATION**

Established organizational structure (Bodies, Authorities, and Committees) will facilitate planning, implementation, and monitoring of research activities at Sambalpur University, formulate rules, regulations, and policy frameworks for utilization of facilities and resources at the University. A strategy adopted to integrate multiple functional units can support institutional Research under a single-window operational system for effective administration. The activities of RDC will be mentored and monitored by various committees for devising research models, technology, appraisal, foresight & review functions, mediating sectoral R&D progress, and IPR protection. In addition, RDC should keep close contact with Ministry Innovation Cell to make use of various innovative plans for facilitating the researchers.

## **9. RESEARCH ECOSYSTEM/COLLABORATION**

A vibrant research ecosystem in Sambalpur University aims to provide a meaningful thrust for sustainable Research and innovation and promote collaboration between government, universities, research institutes and industries. University needs to build a sustainable research ecosystem that leads to consistent quality research outcomes and enhanced productivity. The RDC act as a facilitator for networking and collaborative Research with other national and international institutions working in inter-disciplinary, trans-disciplinary, and multidisciplinary research areas. Universities need to establish collaborations, teams/consortia, partnerships, and combined ventures for joint research activities through clustering institutions and organizations to facilitate the exchange of students, scholars, and faculty. There is a need to strengthen resource sharing in content and infrastructure both within the University and among universities, funding agencies, industries, corporate and government.

## **10. HUMAN RESOURCES**

The Director and Deputy Director (RDC), the Conveners and members of various committees (nominated by the Director-RDC from/among the existing faculties with research credentials) and supporting administrative/technical staff would ensure smooth conduct of the research activities in University.

Re-employing or designating superannuated faculty/scientists with exceptional research profiles and eminent faculty as Mentors/ Scientists/ Professor Emeritus on a selective basis will help to build a resilient research ecosystem. Distinguished faculties or research scientists grooming young talents can help replenish the void created as a result of superannuated faculty/researchers.

## **11. RESEARCH PROMOTION & GUIDANCE**

Research promotion activities at the Sambalpur University is aligned with the mandates of various National Missions, SDGs, Start-up India leading to a Self-Reliant India (Atma-Nirbhar Bharat).

Research Guidance from RDC will aim to encourage faculties to conceive ideas through enhanced industry-academia interactions and prepare research proposals for funding from various agencies. Organizing events like capacity-building programs (Research Methodology and Research Techniques) and specific research theme-based workshops and Research Internships will motivate the end-users (students, scholars, and faculties) to participate actively in the process of ideation and innovative Research in emerging areas.

#### **a. Research Thrust and Clustered Areas**

Thrust areas for Research should be identified, underpinning the societal needs and the availability of key resources, including in-house human resources, faculty research competencies, and support systems. This would enable University to consider establishing a Center of Excellence (CoE) in these identified contemporary areas of Research.

Research Clusters and/or Regional Research Consortia prompted/formed by RDC to bring all researchers, faculty, students, scholars, and Post-Doctoral Fellows for joint high value (interdisciplinary and trans-disciplinary) research projects to avail national and international funding opportunities. Shared infrastructure and expertise will enable cross-fertilization of ideas and mobilization of resources. Further, forming Regional Research Consortia adds a synergistic advantage in finding solutions in inter-disciplinary, trans-disciplinary, and multidisciplinary areas.

#### **b. Centre of Excellences**

CoEs' can serve as Incubation Centres to transform innovative ideas into processes and products administered and monitored by the proposed RDC. RDC could also provide an avenue for community talent with prior learning/expertise to engage in research and innovation activities of Sambalpur University.

#### **c. Research Incentives and Recognition**

Incentives play a significant role in triggering and catalyzing research interest among scholars and faculties. Incentivizing quality publications and patents by students and faculty will have an enduring positive impact.

Institution of Excellence Awards for accomplishments/achievements in the form of impactful quality research and/or research-based teaching will further stimulate and invigorate the research and innovation activities of the University.

RDC should also develop a policy focusing on identifying specific incentives for research faculty and develop a unique Research Career ladder for strengthening the mission "Research".

The Syndicate vide Resolution No. 111, dtd 21.12.2021 has approved the following incentive scheme for Faculty Members/ Research Scholars of Sambalpur University for promoting research activities in the University.



<b>Sl. No.</b>	<b>Details of the Scheme</b>
1	Incentive slabs for faculty for publication of papers in Scopus Journal or web of sciences or any ABCD journals. a. For first publication: Rs. 3,000/- b. In case of two papers in a year: Rs. 6,000/- c. Three publications or more: Rs. 10,000/-
2	In case of filling of patent,copy right, the faculty will be entitled for Rs. 10,000/- per patent per year. If the faculty will file more than one patent, then the University will bear the cost of filing of patent and appreciation certificate will be given to the teacher.
3	In case of a faculty who has never written a project proposal, if he/she would write a project and get it sanctioned from the funding agency, will be given 2% of the project cost as incentive, subject to a maximum amount of Rs. 5,000/-.
4	The research scholars who are enrolled in University P.G. Departments and not getting any scholarship from any funding agency, they would be given Sambalpur University Research Fellowship (SURF) amounting to Rs. 10,000/- per month if certified by the research guide. The number of SURF will be awarded to a maximum number of 20 scholars per year. In this context it has been decided that, the merit list of research scholars will be prepared among the names recommended by the P.G. Departments and the first 20 research scholars in order of merit will be chosen for Sambalpur University Research Fellowship (SURF).

#### **d. Technology Development and Business Centred Facility**

The Technology Development and business-centered facility will be a hub for strategic partnerships/ collaborations, industry-institute interface, sponsored or contract research, new knowledge generation, IPR, and patent services, venture capital, trade/market portfolio, technology transfer, and commercialization of Research to facilitate innovation, incubation, entrepreneurship and start-up ventures..

#### **e. Finance**

RDC can facilitate resource mobilization and create a Corpus for Research and development from government, industry, and other funding agencies and channelize Corporate Social Responsibility (CSR) funds for sustenance and furtherance of research activities. Apart from creating a Corpus fund exclusively for R&D, RDC can explore venture capitalists and angel investors for funding in Research and innovation. It needs to liaise with funding agencies, and track funding opportunities from industrial consortia. The University may make provision for Research in the annual budget subject to the availability of funds.

The corpus created for Research could also support the seed funding for freshly recruited faculty for developing research facilities, publications and patenting.

## **12. INTEGRITY AND ETHICS**

Regular initiatives by RDC will ensure that researchers understand the importance of integrity and ethics and comply with ethical codes of research and publishing practices at institutional, national, and global levels. A standard plagiarism check should be mandatorily implemented and the requisite

software in this regard made accessible to all researchers. In addition, the RDC will sensitize the research community about dubious research and publishing practices and predatory journals.

### **13. CAPACITY BUILDING**

RDC would play a crucial role in building the capacity of faculty and students to undertake research problems in line with the latest advances in diverse disciplines to push the boundaries of knowledge through publications and contribute to technological developments relevant to societal needs. It would also pave the way for Sambalpur University to attract more research grants under norm-based funding, improve its accreditation ranking and enhance its brand image. Regular events such as refresher courses, workshops, trainings/internships, group discussions and seminars/conferences may be organized for capacity building. RDC would play a pivotal role in creating central R&D facilities by providing associated training/internship thereon.

### **14. RESEARCH MONITORING**

The current policy environment in India encourages universities to be responsible and accountable for research development and innovation activities through the creation of infrastructure, generation of resources, promotion of business, and facilitation of policy framework to nurture the culture of quality research by adhering to ethical practices. Among the standard functions, the RDC monitors and oversees research progress, coordinates program, manages and facilitates optimizing resources, and timely reviews of research activities as per schedule.

RDC ensures that all the Research Labs in the institution fulfill the norms of Good Laboratory Practices (GLP) and Safety (Bio and Chemical) measures, recognized as QIP center and by the National Accreditation Board of Laboratories (NABL).

### **15. GENERAL**

- a. Individuals or Departments shall take up projects after taking the Director's (RDC) approval through the Head of the concerned Department. All funds in connection with Projects should be received in the name of the Sambalpur University, Odisha. The account of Projects/SDF/DDF will be maintained by RDC Office and controlled by Director (RDC). Norms for project initiation and management are given at **Annexure 1**.
- b. The time spent by a faculty/scientist on Consultancy Project will not exceed one day per working weekend, thus a total of 52 main days during the calendar year.
- c. Consultancy projects from any sponsor can be taken up for a minimum amount of Rs.30,000/-. For consultation work involving only site visits or personal discussions, a minimum amount of Rs.5,000/- per day for faculty/scientist and Rs.1,000/- per day for technical and other non-academic staff may be charged.

- d. University staff may be granted project leave up to 15 days during a calendar year for work related to Sponsored Research and Industrial Consultancy Projects, in addition to the special casual leave available as per University norms.
- e. Reports and data collected/originated out of project are the joint Intellectual Property of the sponsor and the investigators which can be used by the sponsor for its own use only and cannot be disclosed to a third party without prior consent of the sponsor and the Principal Investigator.
- f. The IPR policy of the University shall be applicable. However, if there is a condition in MoU signed between the Sponsor and PI, regarding the IPR issue that will take precedence over the condition laid down in the above para.

PI will keep the report of the Sponsored Research and industrial consultancy projects for a period of 03 years from the date of closure of the project and for routine testing from the date of issue of the report.

- g. If a prima-facie case of malpractice and/or misconduct is established by a fact finding committee against, a staff member in connection with project(s), the VC, on the recommendation of Director, RDC may prohibit the concerned staff member to take part in any new project either as Principal Investigator or investigator, till such time that a final decision is taken by the appropriate authority in the matter. However, in such cases, the concerned staff member will be expected to complete his/her obligations in the ongoing project(s) with which he/she is connected. The ongoing projects and obligations to the sponsor do not suffer.
- h. All purchases of projects/DDF shall be made as per University norms. In case of equipment which is to be carried outside, the same should be insured before they are taken out from the University/Department and with the prior written permission of the Head of the Department.
- i. Faculty/scientist may accept honorary membership of board of directors of companies with the condition that there will not be any direct involvement of the faculty in concerned industry/company and the normal duty in the University shall not be hampered.
- j. A sitting fee of Rs. 2000/- is payable to an outside expert other than those involved in the project for attending consultation meetings duly notified by PI in connection with the project work with the approval of Director (RDC). The Amount shall be spent out of the Department Development Fund.

## **16. MANPOWER**

### **Project staff**

- a. The project staff shall be appointed for assisting/working on the project as per prescribed selection procedure, designations, qualifications and experience requirements and consolidated fellowship/emoluments as given at Annexure 5.
- b. Open selections will be held for all project position through advertisements in at least one News paper and University website.
- c. Appointments on all project positions drawing emolument shall be on temporary contract /outsourcing only.
- d. The Project staff shall work for fulfilling the objectives of the project.
- e. The tenure of appointment of a project staff will be at the most for the remaining duration of the project. The severance notice may be issued to the project staff by the PI one month prior to the termination of appointment.
- f. A contractual project staff appointed shall execute a Contract Agreement with PI at the time of joining with the explicit provision that the contract may be terminated by either side, the staff or PI, by giving one month's notice or one month's consolidated emoluments in lieu of the notice. The contract will be complete when countersigned by Director (RDC) who will retain the original contract agreement. The project staff shall furnish an undertaking in non-judicial stamp paper duly executed by an Executive Magistrate in the prescribed format declaring that he or she shall not claim for permanent absorption in the University.
- g. Appointment of project staff on contract basis against a project position can be considered by Director (RDC) on the recommendation of the PI for a period not exceeding 89 days.
- h. All the group C and class IV (or group D) services for the Project shall be hired from outsourcing agencies.

### **17. Student Assistants**

The PI may engage University PG Students (who may or may not be getting fellowship/ assistantship) as student assistants for the project work. The payment for such engagement shall be limited to Rs 8000/- per month subject to provision of the project/consultancy.

### **18. Outside Consultants**

The PI may, with the prior approval of Director (RDC) may avail the services of individuals not in the University service or government organization as Consultants. However, the amount payable to the consultant(s) shall be limited to 20% of the total contracted amount in consultancy project.

## **19. TRAVEL**

- a. The most expeditious and convenient mode of travel should be used to minimize period of absence from the University. Admissible DA or actual boarding & lodging expenses will be paid on production of receipt as per rules of this University. However, if the sponsor has specified any specific condition(s) for travel under the project that shall be followed normally.
- b. If the PI wants to travel then prior approval of the VC will be required for the tour programme. After conducting the tour the PI will submit the tour diary for approval of the VC.
- c. If the scholars engaged in the project wants to travel then prior approval of the Director, RDC will be required for the tour programme. After conducting the tour the scholar will submit the tour diary for approval of the Director, RDC.
- d. Prior approval of VC will be required for all international travels.

## **20. FINANCE AND ACCOUNTS**

### **20.1 Sponsored Research Project**

When submitting a sponsored research project proposal, the PI shall make a provision, of Institutional/University Overhead Charges (IOC/ UOC) at the rate of 20% of the total project cost or at the rate permitted by the sponsor. However, this will not,be treated as a condition for accepting the award of project. In case of project received from Govt. Agencies, the norms of the sponsor in respect of % overhead expenditure shall be followed.

**20.2** Details of distribution of Sponsored Research Project shall be as below.

Total amount sanctioned = A

University Overhead charges = U = 0.50A\*

\*As per the norms of sponsored agency in case of Govt. Projects

# FUNDED CONSULTANCY PROJECT

## 1. Introduction

In the light of the changing economic scenario at the global, national and local levels, the importance of industry-academia-interaction has assumed pivotal importance. This interaction could be in the form of industrial consultancy, environmental impact assessment and sponsored research. In fact, it is being emphasised that faculty members should disseminate their academic knowledge and expertise to external organisations, including government, public sector bodies, community groups and businesses. What is being emphasized upon is that institutions of higher learning, including universities have to utilize their depth and breadth of multidisciplinary research base to rise up to the challenges faced by society and state. It is in this backdrop that University Grants Commission (UGC), Ministry of Human Resource Development (MHRD) and other regulatory bodies including National Assessment and Accreditation Council (NAAC) identify research, innovation and consultancy as one of the core spheres of activity in the institutions of higher learning. Therefore, as a matter of policy, the Sambalpur University encourages its faculty members to undertake consultancy work for the effective utilization of their expertise in the interest of the society. Consultancy Project means consultancy assignment/job given by outside agency to a faculty of the University for work within mutually agreed scope. It will also include consultancy assignment/job referred to the Head of the Department or a functionary of the University which may be taken up a Consultancy Project by faculty. Consultancy projects benefit faculty members and University both academically and financially. Consultancy services enrich the professional experience and knowledge of faculty members and thus keep them abreast with the changing socio-economic and developmental environment. While the University encourages faculty members to undertake consultancy projects, it is implied that consultancy work under any circumstance shall not hamper the primary duties of faculty involved in consultancy.

2. At the time of submission of a consultancy project proposal, the PI shall make a provision for Institutional/University share at the rate of 25% of the total contracted project cost. However, such share shall be 40% for routine testings. Details of distribution of Consultancy and Routine Testing Projects fund shall be as below:

### Consultancy works

Total amount Received after deduction of service tax and other taxes if any = A

Expenditure for consultancy work = E

University Overhead charges =  $U = (A-E) \times 0.25$

Distribution among persons involved in consultancy =  $D = (A-E) \times 0.75$

## Routine Testing works

Total amount Received after deduction of service tax and other taxes if any = A

University Overhead charges= U= AX 0.40

### a. *Distribution of University Share (U)*

SRIC Development Fund (SDF) = U X 0.6 Department Development Fund (DDF) = U X 0.4

- b. A separate account head shall be maintained for each project by RDC office. The RDC office shall be responsible for the submission-of audited statement of accounts as and when required by the sponsors. The audit shall be through Chartered Accountant or as per the guidelines of the Sponsoring Agency.

## **3. Utilization of DDF AND SDF**

### **3.1 Utilization of DDF**

DDF fund can be utilized for the following purposes as per University norms:

- a. Development of Departmental Infra structure facilities like equipment laboratories, class rooms, committee/ conference rooms/ furniture/energy charges etc..
- b. Repair, maintenance and A.M.C of equipment.
- c. Repair and maintenance of office and lab.
- d. Seed money for holding conferences/ workshops and seminars etc.
- e. Advertisement, expenses for organizing meeting relating to project (if it is not coming under the contingent grant or in any other budget head of the project proposal).

The budget for utilizing DDF may be recommended by the Teachers Council including the PI of the Department and approved by the Director, RDC.

### **3.2 Utilization of SDF**

SDF fund shall be utilized by the University as per approval of Syndicate/ VC as per the recommendation of Director, RDC. The remuneration of persons engaged in outsourced or part-time basis shall be paid out of the SDF.

## **4. Sponsors specific conditions**

Specific conditions of sponsor (e.g. DST, DAE, CSIR) for designation (s), qualifications and employment condition(s) for manpower and other expenditure related shall be followed.

## **5. Exception clause**

These guidelines shall normally be applicable to all Projects. However, any changes required which does not constitute to policy change may be approved by VC on the recommendations of Director (RDC).

## **6. Review**

The rules may be reviewed normally in three years or as per needs.

## **7. Testing Projects**

The word refers to testing a component or a product against a standard. Examples could be testing the strength of concrete in construction, compaction strength of soil, calibration of pressure gauges, and chemical identification, drugs identifications, estimation and evaluation of unknown species. The University will undertake testing jobs provided facilities are available and such testing does not interfere with any teaching or research work. The testing jobs can be initiated by faculty once request is received for the testing job. The procedure for overall operation of the project is similar like that of consultancy project.

## **8. General Guidelines**

**8.1 Limitations:** Undertaking routine testing jobs is to be discouraged. Sufficient caution also needs to be exercised to ensure that consultancy projects do not interfere with the normal duties of Faculty members.

**8.2 Involving Foreign Collaborators:** The proposals involving foreign collaborators must have funding support given to each partner in accordance with the National Laws, Rules, Regulations and procedures in effect.

**8.3 Publications of Results:** Investigators wishing to publish technical/ scientific papers based on the research work done under the project, should adhere to the guidelines of sponsoring agency and acknowledge the assistance received from sponsoring agency in the publications. If the results of research are to be legally protected, the results should not be published without action being taken to secure legal protection for the research results.

**8.4 Retainership:** With the permission of the Vice Chancellor of the University, the faculty members of the University can accept retainership of the reputed organizations. The fees thus earned shall be shared as per rules laid down above. Formula to share the retainership will be worked out in due course of time. An undertaking will be required from the concerned Faculty member indicating any conflict of interests between Sambalpur University and the other organisations.



**8.5 External Consultants in Consultancy Projects:** The services of external consultants may be utilized to a limited extent in order to provide comprehensive services to clients. Such external candidates will be entitled to a lump sum honorarium/ fees. The honoraria payable to external consultants may not exceed 30% of the total consultancy fee specified in the Consultancy Projects Proposal.

**8.6 Conflict of Interest:** Consultants shall disclose to the Director (RDC) in writing, the existence of (i) any relationship between him / her and the client funding the consultancy project or any vendor to whom payments are made from the project funds, in the form of involvement of any immediate relatives or (ii) any scope for potential disproportionate self-gain. Director (RDC) will review such cases and decide appropriately, with the advice of a committee, to ensure that no actual conflict of interest exists and that such an involvement by the consultant does not adversely affect the consultant's objectivity, integrity, or commitment to the Institute and to the profession.

Consultants may not use the Institute name or the fact that they are affiliated with the Institute, in a manner that (i) suggests that the Institute approves or disapproves of a product or service provided by a profit, non-profit or governmental entity or (ii) suggests that the Institute has performed research or issued research findings when it has not done so, or misleadingly states the results of Institute research or (iii) may be interpreted to communicate the official position of the Institute on any issue of public interest.

**8.7 Exceptions:** Items like Book royalty and honorarium for Expert Committee meetings, invited lectures, PhD viva/evaluation, invited training programmes, organization of conferences/workshops are not covered under consultancy.

# INTELLECTUAL PROPERTY RIGHT POLICY

## 1. Purpose

Sambalpur University is dedicated to teaching, research, and extension of knowledge to the public (public service). It is the policy of the university to carry out its scholarly work in an open and free atmosphere and to publish results obtained there from freely. However, the university recognizes patentable inventions which are outcome of the research conducted by its employees (teaching, non-teaching, full time and part time), students, research scholars, and such other stakeholders using university facilities. The **Syndicate/ Authority** of the university reserves the right pertaining to patenting and licensing of Inventions resulting from the work of the above university personnel.

## 2. Objectives

The principal objectives of Sambalpur University (SU) Intellectual Property Policies relating to Patent and Copyright set forth herein are:

- (a) To provide appropriate incentive to creative intellectual effort by faculty, staff, students, and others associated with the university;
- (b) To establish principles for determining the interests of the institution, inventors, and sponsors in regards to inventions and/or discoveries;
- (c) To enable the institution to develop procedures by which the significance of inventions and/or discoveries may be determined and brought to the point of commercial utilization;
- (d) To provide the means for placing in the public realm the results of research, while safeguarding the interests of the university, inventor, and sponsor; and
- (e) To recognize the right of the inventor to financial benefits from the invention or discovery.

## 3. Coverage

The university Intellectual Property Policies apply to all university employees (teaching, non-teaching, full time and part time), students, research scholars, and such other stakeholders using university facilities. These policies, as amended from time to time, shall be deemed to be a part of the conditions of employment of every employee, including student employees, and of the conditions of enrolment and attendance by every student of the institution. Upon prior written agreement between persons and the university, these policies may be applied to persons not associated with the university who make their inventions and original works available to the university under circumstances where the further development and refinement of the inventions are compatible with the research programs of the institution.

#### **4. Patent Ownership A. SU Ownership**

**(1) Intellectual property** of any kind created by faculty, students, staff, project staff, visitors and others, such as trainees from other institutes, participating in SU programs or using SU funds or facilities, are owned by SU when either of the following applies:

- (a) The intellectual property was created with the significant use of funds or facilities administered by SU.
- (b) The intellectual property was created (i) as a part of the normal professional duty or (ii) work for hire.
- (c) The intellectual property created in the course of or pursuant to a sponsored/consultancy research agreement with **SU**. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
- (d) The intellectual property created as a part of academic research and training leading towards a degree or otherwise.

**(2) All copyrights**, including copyrighted software will be owned by **SU** when it is created as a part of any of the academic programs of **SU** or created pursuant to a written agreement with **SU**, providing for transfer of copyright or ownership to **SU**. More specifically:

- (a) **SU** will be the owner of the copyright on all teaching materials created by **SU** and non-**SU** personnel for external agencies, institutions and industry under the continuing education and distance education programs of **SU**. However, the authors will have the right to use the material for their teaching and research activities.
- (b) **SU** will not claim ownership of copyright on books and scientific articles authored by **SU** personnel. However, **SU** will have the copyright if such books and reports have been created using resources specifically provided for this purpose by **SU**.

#### **(3) Trade mark(s) / Service mark(s)**

Ownership of Trade mark(s) / Service mark(s) created for SU will be with SU.

#### **B. Inventor/Author Ownership**

**(1) Inventors/Authors** will own intellectual property when

- (a) None of the situation defined above for **SU** -ownership of intellectual property applies.
- (b) It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant institute resources.

- (2) Students will own copyright on theses/dissertations created as a part of their academic programmes. However, the student must grant to **SU** royalty-free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.
- (3) Ownership of software code, patentable subject matter and other intellectual property contained in the theses/reports are subject to conditions specified under **SU** -ownership and Inventor/Author ownership.

### **C. Third-Party Ownership**

#### **(1) Ownership of intellectual property resulting from:**

- (a) Funds provided partially or fully by a third-party to **SU** will be governed by specific provisions in the contract between the third-party and **SU**.
  - (b) Exchange programs between **SU** and other institutions will be governed by specific provisions in the contract between the third-party and **SU**.
  - (c) In case no such specific contract exists, IPR will remain with **SU**.
- (2) In cases of all IP produced at **SU**, **SU** shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality arguments where ever entered by **SU**.
  - (3) In cases where an IP is created by **SU** personnel, fully or as a part of the team, during deputation, official leave, or sabbatical, the concerned **SU** personnel should officially communicate the IP to **SU**. If the IP involves ideas/software developed, fully or in part, using significant **SU** resources, then the IP will also be owned by **SU** fully or partially, as the case may be.
  - (4) **Filings of IP Applications in foreign countries:** If inventor(s) wish application will be filed in foreign country parallel to its filing in India. If **SU** opts not to undertake such protection in any specific country requested by the inventor(s), **SU** will assign rights of the IP in that country to the inventor(s) for the purpose of such protection. **SU**, TIFAC, DST or Attorney can be approached for such protection.
  - (5) **Renewal of IP rights:** A decision on the annual renewal of IP rights will be taken by a committee constituted by the Vice Chancellor. If **SU** decides not to renew the IPR in any country, then it will assign the rights of the IP in that country to the inventor(s) upon a request to that affect from the inventor(s). In case of patents, the process of reassignment will be completed in a period of three months before the due date for its renewal.

In all cases where IP rights in any specific country have been reassigned to the inventor(s), SU will not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by SU.

## **5. Disclosures, Confidentiality and Assignment of Rights**

- (1) For sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of IP are applied.
- (2) For all other IP produced at SU, the inventors will be required to disclose their IP to the IPEC (Intellectual Property Evaluation Committee) at the earliest date using an IPDF (Intellectual Property Disclosure Form).
- (3) It will be mandatory to submit an IPDF, countersigned by their supervisor(s), at the time of filing Ph.D thesis or any other degree offered by their University.
- (4) The inventor shall assign the rights of the disclosed IP to SU before leaving the institute and will agree to the terms and conditions for the sharing of any financial benefits received by the institute by commercialization of such IP.
- (5) Having made the disclosure, the inventors, both SU and non-SU personnel, shall maintain confidentiality of the IP during the period it is pending with SU for the assessment of the possibility of commercialization and protection of IP, unless authorized in writing by SU.

## **6. Intellectual Property Cell (IPC)**

### **INTELLECTUAL PROPERTY CELL (IPC)**

(1) There shall be an Intellectual Property Cell (IPC) for the management of the intellectual property in which the university has stake/share, technology transfer activities and for the implementation of the I.P. Policy. Particular attention shall be paid by the IPC to the preservation of intellectual property, management, budget, division of intellectual property income and the resolution of disputes. The IPC shall make recommendations to the Vice-Chancellor.

#### **(2) Composition of IPC**

The IPC shall consist of the following:

- (a) There shall be a Professor In-charge appointed by the Vice-Chancellor, who shall be the head of IPC.
- (b) One Intellectual Property Attorney having experience in the field of intellectual property laws to be engaged by the University.
- (c) One Professor of Department of Computer Science
- (d) The Dean, Faculty of Law

(e) Up to three other Professors to be nominated by the Vice-Chancellor.

Four shall constitute to quorum.

(3) The meeting of the IPC shall be convened by the Chairman from time to time. The term of the committee shall be Three years. The IPC shall lay down its own procedure for conduct of its business.

(4) The University shall provide adequate support and secretarial staff headed by a Registrar for smooth functioning of the cell.

(5) Powers and Functions of IPC

(a) to assign management, utilization, licensing and protection of intellectual property in which university has a stake/share, to the expert agency created by the CSIR for this purpose or to publish or advertise the intellectual property as it deems appropriate.

(b) endeavor to negotiate and manage agreements to the best advantage of the creator and the University as are consistent with the Intellectual Property Policy and guidelines;

(c) provide all legal support as deemed necessary or desirable for the protection of University's intellectual property;

(d) prepare legal instruments necessary to realize the technology transfer objective.

(e) provide legal and administrative support following such realization as needed; and

(f) management of conflicts of interest, including negotiating agreements which are consistent with the Act and the Statutes.

## **7. Evaluation of Intellectual Property**

(1) Evaluation of Intellectual Property will be done by the IPEC (Intellectual Property Evaluation Committee nominated by the Vice-Chancellor.

(2) Evaluation of IP means:

(a) Assigning ownership of IP.

(b) Determining whether an IP is innovative and fit for filing in India and foreign countries.

(c) Determining whether the IP has a reasonable chance for commercialization.

(3) After evaluation of IP, if **SU** decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.

(4) Even in such cases, as in (3), **SU** may take the responsibility of facilitating protection of the IP on case by case basis.

(5) A decision on the annual renewal of IP rights will be taken by the IPEC. If **SU** decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the "inventors."

## **8. Contracts and Agreements**

All agreements related to IP, including, but not limited to the following categories, undertaken by any **SU** personnel and students need to be approved by the institute:

- a. Allegiance, Affirmation and Confidentiality Agreement
- b. Evaluation Agreement
- c. License Agreement
- d. Technology Transfer (Commercialization) Agreement **5. Alternative Dispute Resolution Agreement**
- e. Classified Information Non-Disclosure (specific) Agreement
- f. Any other Contract/Agreement (implied or express) pertaining IP of **SU** for better interest of the institution

## **9. Commercialization**

- a. **SU** shall market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it.
- b. For the IP where exclusive rights have not already been assigned to a third party, the inventor(s) may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is not affected.
- c. If **SU** is not able to commercialize the IP in a reasonable time then the inventor(s) may approach **SU** for assignment of rights of the invention(s) to them.

## **10. Infringements, Damages, Liability and Indemnity/Insurance**

- a. As a matter of policy, **SU** shall, in any contract between the licensee and **SU**, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.
- b. **SU** shall also ensure that **SU** personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

## 11. Revenue Sharing

1. The net earnings from the commercialization of IP owned by **SU** would be shared as follows:

Case	Net earnings	Inventor(s)	<b>SU's</b> Share	Service Account*
1	For the first amount Q	60%	30%	10%
2	For the next amount Q or more than 2Q	45%	45%	10%

\* Money may be used for the promotion and up gradation of the invention. Unused funds from the service account will be used for promotion of commercialization, IP protection and any other related activities.

2. It is suggested that amount Q be initially fixed at Rs. 25 lakhs. The inventor(s) share would be declared annually and disbursement will be made to the inventor(s), their legal heir, whether or not the inventor(s) are associated with **SU** at the time of disbursement.

3. Co- inventors 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 inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement.

## 12. 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 or potential licensee company then they are required to disclose the stake they and/or their immediate family have in the company. Under these circumstances, it must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on inventor(s) teaching, research and any other institutional responsibilities.

## 13. Dispute Resolution

In case of any disputes between **SU** and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Vice-Chancellor of **SU**. Efforts shall be made to address the concerns of the aggrieved party. The **Syndicate/Authority** decision in this regard would be final and binding.

## 14. Jurisdiction

As a policy, all agreements to be signed by **SU** will have the jurisdiction of the courts in Sambalpur and shall be governed by appropriate laws in India.

**SU** will retain the right to engage or not in any litigation concerning patents and license infringements.



- **Note:** Inventor should keep a laboratory notebook in which they keep records of their work. Descriptions of discoveries should be signed, dated, and if possible witnessed.

**Project Consultation Rules:**

**Case A (I)** Where the consultation is on basis of intellectual input by the faculty member/members alone & collectively without use of infrastructure (electricity, computer library etc.)

**Case B (II)** Where consultation is on basis of intellectual input by the faculty & with use of infrastructure of university

**Case C (III)** Where consultation is on basis of efforts put in by faculty / other supportive staff & with use of infrastructure & inputs of universities (chemicals, glassware, instrumentation facilities)

Percentage sharing on 100% basis			
Stake holders	Case A	Case B	Case C
University	15	15	15
Department	25	35	45
Faculty/consultant	60	50	40

**Case D (IV)** Where indirect/direct costs are involved, in case A, B, and C as the case may be, only after deducting the amount of actual expenditure, the consultation amount will be shared among individuals alone or those who are involved in the entire consultation work. The students who are offered for research fellowships from the project consultancy will in no case be a part of consultation sharing. However, they may be part of inventor group if their efforts are significant.

## **1. PROJECT INITIATION AND MANAGEMENT**

**1.1** Each project will have a Principal Investigator (P.I.) who will be a faculty member of the University and who will be responsible for:

- (i) Formulating the project proposal which may include
  - (a) planning of the work to be done,
  - (b) estimating costs according to the guidelines provided in the later section, and
  - (c) if necessary, identifying other Investigators, who shall also be faculty member(s)/Scientist(s) in the service of the University,
- (ii) Co-ordination and execution of work,
- (iii) Handling all communications with the sponsor,
- (iv) Writing of intermediate and final reports according to the project proposal
- (v) Ensuring that all reports bear the name of the Principal Investigator and his/her signatures and the name(s) of the Investigator(s) who participated in the project,
- (vi) Signing the Memorandum of Understanding (MoU) or Agreement with the sponsor, if required. Guidelines for MoU/Agreement are given at Annexure 2.

**1.2.** The PI may, at his discretion, co-opt the names of other faculty members/ Scientists as co-Investigators(Co-PI).

**1.3.** The PI will prepare research project proposal in conformity with:

- (i) permitted designation and emolument/fellowship rates for project staff, with qualification and experience as specified by the sponsor
- (ii) provision for Institution overhead charges as per the rules of the University,
- (iii) other guidelines for Sponsored Research Projects, and
- (iv) Rules, Regulations & Statutes of the University

**1.4.** The project proposal submitted by PI and duly forwarded by the Head of the Department/School shall be submitted to the RDC for approval of the Director RDC. One copy of the approved project proposal shall be retained in RDC cell for record. If any of the submitted projects is asked for revision before sanction, one copy of the revised project proposal shall be submitted to RDC for record and future use.

**1.5.** For additional requirement of land/ space/ and construction prim\ approval shall be accorded at the time of submission of the proposal to the Sponsoring agency.

- 1.6.** If the project is with a non-government agency, a statement on terms and conditions of the project including the right of patents and royalties must be spelt out clearly.
- 1.7.** If an MOU is to be signed later on, the exact terms and conditions of the MOU, including a summary of the finalized Project, shall be submitted to the Director, RDC
- 1.8.** Once a project proposal is sanctioned, the PI shall submit a copy of the letter of sanction and details of the information to Director, RDC cell through the HOD in the format for project initiation form as given in Annexure-3 before the start of the project. After the commencement of the project all communications to the funding agency shall be informed to RDC for record.
- 1.9.** The date of start of the project will be the date of actual receipt of first instalment of the grant sanctioned or as specified by the funding agency.
- 1.10.** After receiving the funds from the sponsors by the University, the funds will be transferred by the COF as per the recommendation of the Director, RDC to the newly opened account on the project of the PI after deduction of the University Overhead Charges as per rule. The University Overhead charges(U) shall be directly transferred by the COF to the RDC account (A/C) to be opened by the Director, RDC
- 1.11.** The Chairman, PG. Council, Controller of Finance, Head of the Department of the concerned discipline and Principal Investigator (convener) shall constitute the Purchase Committee. The OUAm/Govt. of Odisha purchase rule vide No. 4939/F dated 13.2.2012 as amended from time to time shall be followed for purchase of items.
- 1.12.** All consumable items shall be purchased by the PI directly. For all non-consumable items purchase order shall be placed by the HOD and shall be received, stock entered in the stock register of the department and shall be issued to the PI for the project use. The PI shall make payments to the party on satisfactory installation of the items after due approval of the HOD. After completion of the project the PI shall return all the non-consumable items to the Department and shall obtain a clearance from the HOD.
- 1.13.** The TA/DA in the project for field work and visits outside Odisha (in India or Abroad) or within Odisha can be paid as per rules of the Sambalpur University or as per guidelines of the funding agency to the PI, Co-PI and Project staff as well as Ph.D. students working on jobs related to the Project work upon approval and justification by the PI.
- 1.14.** The period spent by the PI, Co-PI and Project Staff on field work or collaborative work in another laboratory relating to research work of the project (in India or Abroad) shall be treated as on duty (provided this does not affect the teaching obligation) and shall need the approval of Director, RDC on the basis of recommendation by the concerned Head of the Department.

- 1.15.** The PI shall prepare the statement of expenditure and utilization certificate of every project as per the time schedule and format prescribed by the funding agency. The same may be sent to the RDC within 15 days of the said date for confirmation/reconciliation for onward transmission to the funding agency along with annual report of the work done.
- 1.16.** The preparation of the utilization certificate (UC) at the end of each year and at the final closure shall be prepared by Chartered Accountant or any competent authority to prepare such certificates. The UC shall be signed by both Registrar and/ or Comptroller of Finance (COP) of Sambalpur University as the case may be.
- 1.17.** Each project should have separate stock register for assets, accession, consumable and non-consumable articles.
- 1.18.** Separate account should be opened for each article purchase on separate page with full particulars unless the transactions in respect of articles are small in number, in which case a page may be utilized for recording receipts and issue for more than one article provided the accounts in respect of different articles are not mixed up on that page.
- 1.19.** All entries in the stock book shall be signed by the PI.
- 1.20.** Physical verification of stock shall be conducted at least once in a year.
- 1.21.** Equipments purchased specifically for each project will be the property of the respective Department on the completion of the project unless the sponsoring body desires otherwise.
- 1.22.** The PI shall prepare the Progress report along with the settlement of-accounts which should be submitted in the prescribed format given by the agency if any to the Finance Office through RDC. After verification, the reports and accounts with a forwarding letter shall be returned to the PI from RDC for onward transmission to the funding agency.
- 1.23.** The final progress and UC at the completion of the project will be sent to the funding agency in the prescribed format given by the agency if any.
- 1.24.** Statement of final accounts and a list of articles (non-consumables) left over at the time of termination of the project and purchased out of the project funds should be sent in triplicate to the RDC in the prescribed Performa (**Annexure-4**) and verified by the Internal Audit Officer of the University. These articles may be transferred to the Department stock register except where the sponsoring bodies do not allow the Department to retain the articles without paying them the book value of the articles. In case the Department does not want these articles, the same will be auctioned through the Engineer's office.
- 1.25.** It shall be the responsibility of the PI to get project work completed satisfactorily within the sanctioned grant and duration.

- 1.26.** The PI shall ensure that the head-wise expenditure does not exceed the budgetary allocation as applicable.
- 1.27.** The PI shall maintain the details of equipment purchased out of research project funds separately for each project and send a copy of the record to Director (RDC) for record.
- 1.28.** The PI shall be responsible for maintenance of Laboratory Record Book (LRB) preparation and submission of periodical and/or final technical report(s) of the research project work to the sponsor as required. He/she will also send a copy of the final technical report to Director (RDC).
- 1.29.** The PI shall write to the sponsor for timely release of funds with a copy to the Director (RDC) for follow up, if necessary.
- 1.30.** No retiring faculty member be allowed to submit a consultancy project proposal as Principal Investigator (PI) or if the proposed duration of the project falls beyond the date of retirement of PI.
- 1.31.** The Emeritus Fellows, Chair Faculty, Visiting Faculty, etc. can be appointed/ nominated/ continued as principal investigator for research projects if the sponsors do not have any objection. The retired faculty/scientist working under Emeritus Fellowship be allowed to continue as Principal Investigators in the ongoing consultancy projects, if the sponsors do not have any objection. Emeritus Fellows, Chair Faculty, Visiting Faculty, etc. can only be investigator(s) for the new consultancy projects.
- 1.32.** If the PI leave the University, retires or proceeds on leave or not available for some reason, Director RDC, on the recommendation of the P.I. and approval of sponsoring agency can appoint (if he/she is available) a new PI, who will assume the powers and responsibilities of the PI. The new PI should be agreeable to become PI. The new PI will also give an undertaking to complete the project in the remaining funds and time period, to the Director (RDC) through H.O.D. However, in exceptional circumstances, a retired faculty member may continue to work as P.I. with the approval of the Director, if he/ she continues to serve the University in some other capacity.
- 1.33.** Normally the agreed charges of the consultancy project are to be deposited by the sponsor, in full, before the work commences. However, this stipulation is negotiable. In cases where the work is started with only partial charges deposited in advance, the arrangements of subsequent receipt of funds from the client have to be clearly spelled out in advance.
- 1.34.** Project file will be closed with the submission of final project report and final settlement of accounts etc.

## **2. BUDGETARY NORMS**

### **A. FOR RESEARCH PROJECTS**

The total agreed charges of a Research project will consist of the University share, actual expenses of the project covering following.

- (i) Permanent equipment to be procured / fabrication of equipment or models.
- (ii) Consumable materials.
- (iii) Travel expenses in connection with the project work (domestic and foreign if budgeted/ allowed by sponsor)
- (iv) Computational or other charges payable to any other outside agency.
- (v) All contingency expenses for preparation of report, literature (books, journals) and audit expenses and any other item budgeted under the proposal and approved by the sponsor.
- (vi) Expenses for work to be carried out on payment basis through Research Fellow/Project Fellow/ Project Assistant/Field Assistant, remuneration to student assistants, etc.
- (vii) Insurance on equipment and manpower during travel

### **B. FOR CONSULTANCY AND TESTING PROJECTS**

The total agreed charges of a Consultancy project will consist of the University share, actual expenses and the remuneration to be distributed to the faculty and staff. The actual expenses should cover the following costs related to the project. The service tax will be applicable as per government rules.

- (i) Permanent equipment to be procured / fabrication of equipment or models.
- (ii) Consumable materials.
- (iii) Travel expenses in connection with the project work.
- (iv) Computational or other charges the Principal Investigator may have to pay to the University or any other outside agency in the course of the execution of the work.
- (v) Charges to be paid for the use of specific equipment in the departments or central facilities.
- (vi) Contingency expenses to cover cost of supplies, preparation of report, typing, word processing, drawing, drafting, stationery, reproduction, literature (books, journals; membership fee for professional societies), postage, courier, FAX and telephone (including rental and STD/ISD :call bills of telephone at residence or mobile phones), cost of insurance of personnel/ equipment being used for the project and medical reimbursement on duty (excluding major ailments) for staff etc.
- (vii) Expenses for work to be carried out on payment basis, remuneration to scholar / assistants etc.
- (viii) Insurance on equipment and manpower during travel
- (ix) Any other costs considered appropriate.

The approval of the Director RDC to make any expenditure from the project funds assumes that funds are available in the project for the purpose.

### **3. COLLABORATION WITH OUTSIDE ORGANIZATIONS**

If collaboration with other Govt./Public Sector organizations is envisaged, the nature scope and financial budget of the proposed arrangements will also be specified at the time of submitting the project proposal for approval.

### **4. DISAGREEMENTS / DISPUTES**

**4.1.** Any disagreement within the University arising at any stage of a Consultancy project will be resolved in consultation with Director (RDC) / VC to ensure an expeditious removal of bottlenecks and smooth functioning of the project.

**4.2.** In case of any dispute arising at any stage of Consultancy, project between Investigator(s) and the sponsor(s), the Investigator(s) will be responsible for settlement of the dispute.

**4.3.** All disputes will be subject to jurisdiction at Civil Courts at Sambalpur

### **5. PUBLICATION OF RESULTS**

PI will have the right to publish the work carried out by him/her unless the sponsors have an agreement under which their prior permission is required. In such cases the draft paper before publication will be submitted to sponsors and if no objections are raised within one month of the submission of the proposal to publish the result, it will be assumed that the sponsors have no objection to the publication.

### **6. PROJECT MONITORING COMMITTEE**

For large projects the Project Monitoring Committee with the following composition shall review and assess the progress periodically (at least once a year) for timely completion of the projects. The committee may also advise Director (RDC) in any other matter on the project.

- |   |          |
|---|----------|
| (1) Director, RDC   | Convenor |
| (2) Head of the concerned Deptt or his nominee  | Member   |
| (3) Head of one more Deptt. from relevant field or his nominee  | Member   |
| (4) One faculty Member from relevant field  | Member   |
| (5) Principal Investigator  | Member   |
| (6) One expert from outside the University in relevant field nominated by the V.C., if required (or representative of sponsor, if required by sponsor). |          |
| (7) COF, Sambalpur University   |          |

### **7. Forms**

To ensure smooth administration & management of Projects, only the forms supplied by Director (RDC) will be used by the PIs and others concerned.

## **GUIDELINES FOR MoU/AGREEMENT**

If a MoU/Agreement is required to be signed with the sponsor of a Consultancy Project, it should generally include the following clauses. Additional clauses may be added if considered necessary:

### **1. General**

This section should include the reference to the proposed Consultancy and identify the parties concerned pertaining to the MoU.

### **2. Scope**

This section should spell out briefly the nature of work, its limitations and the expected end results.

### **3. Time of Frame**

This clause must indicate the expected duration of the project and should also indicate the schedule of review of progress, submission of reports etc., if any.

### **4. Consultancy Charges and payment terms**

The document must clearly indicate the charges to be paid including applicable service tax along with payment terms.

### **5. Responsibilities**

This clause should define clearly the responsibilities of the various parties with regard to making the data and / or material available for the work as also for the return of the same, as and if applicable.

### **6. Patents/Publications**

The MoU should clearly spell out the arrangements proposed to be made with regard to any patents or publications arising out of the proposed Consultancy project.

### **7. Force Majeure**

This is an important clause and must be included to safeguard the interest of the various parties due to one or more of the unforeseen force majeure events

### **8. Disagreement/Dispute**

The document shall provide for, a suitable channel to settle any disputes or differences related to the execution of the Consultancy project, which shall conform to clause given earlier.



## **9. Liability**

This clause should indicate the maximum liability which is to be accepted in the event of the project being terminated without completion at any stage.

## **10. Amendment to the MoU**

The clause should specify a provision for amendments to any one or more clauses of the MoU through mutual consent, at any stage during work of the project, due to any reason whatsoever.

**PROJECT INITIATION FORM**

1.	Name and address of Principal Investigator	a. Name b. Address
2.	Name and address of Principal Co-Investigator(s) if any	a. Name b. Address
3.	Name of the funding agency and Title of project	a. Name of the funding agency b. Title of the project
4.	Details of the project	a. Sanction Letter No. b. Total amounts sanctioned c. Salaries d. Consumables e. Equipments f. Contingency g. Overheadh.Duration
5.	Letter No. and amount of first installment release	a. Letter No. b. First installment in (Rs.)
6.	Date of receipt of the first installment amount by the University, Date of Commencement and Completion of the project	a Date of receipt b. Date of commencement c. Proposed date of completion
7.	Requirement from the University	
8.	Number and Details of completed project(s) by Principal Investigator(Title of the project, Name of the funding agency, Total sanctioned amount, Duration, Project Closure) till date	a. Title of the project b. Name of the funding agency c. Total sanctioned amount d. Duration(from....to...=-- years) e. Date of completion f. audit report
9.	Number and Details of completed project(s) by Principal Co-Investigator(Titleof the project, Name of the funding agency, Total sanctioned amount, Duration, Project Closure) till date	a. Title of the project b. Name of the funding agency c. Total sanctioned amount d.Duration(from....to...=-- years) e. Date of completion f. audit report g. Utilization Certificate
10.	Number and Details of ongoing project(s) by Principal Investigator(Title of the project, Name of the funding agency, Total sanctioned amount, Duration, Project Closure)	a. Title of the project b. Name of the funding agency c. Total sanctioned amount d. Duration(from....to... years)
11.	Number and Details of Ongoing project(s) by Principal Co-Investigator(Titleof the project, Name ofthe funding agency, Total sanctioned amount, Duration, Project Closure)	a Title of the project b. Name of the funding agency c. Total sanctioned amount d.Duration(from....to...=-- years) e. Project Enclosure(Yes/No)

We certify that no civil/electrical modifications shall be carried outwithout prior permission from the University authority.

We will follow the normsand conditions ofthe University/RDC rulesframed during time totime for the execution and completion of the project.

Signature of the Principal Investigator with Date

Signature of the Principal Co-Investigator with Date

Counter Signature of the HOD with Date

**FORMAT FOR CLOSING OF PROJECT RESEARCH PROPOSAL**

The above noted project has terminated/completed on \_\_\_\_\_, the relevant details of the project are being given.

1. Title of the project
2. Funding Agency
3. a. Duration of the Project
- b. No. & Date of Sanction Order
- c. Date of Receipt of Fund
- d. Date of commencement
- e. Date of completion
4. Name of the Investigator
5. Designation .
6. Department/Center/Institute
7. Name of the Co-Investigator
8. Designation
9. Department/Center/Institute
10. Total funds received including salaries without overhead charges
11. Whether the final accounts of the completed projects for all the years have been submitted/closed. If not, reason thereof.
12. Amount of the unspent balance( if any) and reason there of
13. Whether the unspent balance is to be returned to the sponsoring body.
14. Whether the certificate.of 'no liability' against the project to enable the University to refund the unspent balance, if any, to the sponsoring body is enclosed .or not. If not, reasons thereof.
15. Whether the final Technical Report of the project for onward transmission to the sponsoring body .,is enclosed or not. If not, reasons thereof:
16. Whether all the Odvanceshave been rendered and reconciled with the Finance Office. If not, reason thereof:

17. List of non-consumables articles

SI No.	Item(s)	Date of Purchase	Cost at the time of purchase	Present condition	Whether transferred to the department details there of

Signatures of the Investigator:

Date

Signatures of the Co-Investigator(if any):

Date

Head of the Department/Director of Center/Institute (Signature) with Seal:

Date

## **SELECTION PROCEDURES FOR RECRUITMENT OF PROJECT STAFF**

### **(Including for Walk in Interview) AND TERMS & CONDITIONS**

#### **1. PREPARATION OF DRAFT ADVERTISEMENT**

- (i). Principal Investigator will send the draft advertisement to Director (RDC) for approval through the HOD
- (ii). Director (RDC) will approve the draft advertisement and return it to the Principal Investigator for notification/ advertisement

#### **2. ADVERTISEMENT OF THE POSITIONS**

The Principal Investigator will advertise the positions through University website and through other means and receive the applications.

#### **3. SCREENING OF APPLICATIONS**

- (i) The P.I. will fix the meeting of Screening Committee and send the report of the screening committee to Director (RDC) for approval.
- (ii) The P.I. will issue the letters to the candidates called for interview after Screening Committee report has been approved by Director (RDC).
- (iii) For walk in interview, screening is not required.

#### **4. SCREENING COMMITTEE CONSTITUTION**

- |   |          |
|---|----------|
| (i) HOD of the concerned Department                               | Chairman |
| (ii) Concerned Principal Investigator                             | Member   |
| (iii) One faculty member from the Department as available to P.I. | Member   |

#### **5. INTERVIEW**

- (i) The PI will fix the date of the interview and get the interview conducted. The PI will send the recommendations of the Selection Committee to Director (RDC) for approval in the format as given in **Annexure-6**.
- (ii) The PI will arrange the walk-in-interviews on the advertised date by a duly approved Selection Committee.

#### **6. SELECTION COMMITTEE CONSTITUTION**

- |  |          |
|--|----------|
| (i) One Professor nominated by the VC  | Chairman |
| (ii) Head of the Concerned Department  | Member   |
| (iii) Concerned Principal Investigator   | Convenor |
| (iv) One expert member from outside the Department nominated by VC               | Member   |
| (v) One external expert from outside the University (If required by the sponsor) | Member   |

#### **7. FINAL SELECTION / APPOINTMENT**

Selection Committee report will be approved by Director (RDC) and appointment letter will be issued by PI.

- 8. Conduct Rules** The project staff shall maintain record and secrecy of the findings/technical information and shall not communicate it in any manner without the approval of the PI in any official document or information to any person or agency. They shall also follow general code of conduct of the University.
- 9. Disciplinary Proceedings:** Director (RDC) may, at his own discretion or on the recommendation of the PI, constitute a committee(s) to conduct disciplinary proceedings against project staff, if necessary. On the basis of the report of the committee, suitable disciplinary action may be initiated and penalty be imposed by the Director (RDC).
- 10. Leave:** All project staff working on project shall be entitled to take leave as per the leave rule of sponsoring agency. In case there is no spelt out of leave rule, project staff shall be entitled to take leave as per the following types of leave:
- Casual leave: 15 days per year or proportionate thereof
- Maternity leave: 180 days (Only for the appointment for a year or more) or proportionate thereof.
- Medical Leave: 10 days per year or proportionate thereof
- The record of the leave shall be allowed and maintained by PI.

**FORMAT OF RECOMMENDATION FOR THE TEMPORARY ENGAGEMENT IN RESEARCH PROJECT**

1.	Details of the project:	a. Title of the project
		b. Name of the Funding agency
		c. Name of the P.G. Department
		d. Duration from..... to.....
2.	Type of the post:	
3.	Merit list:-	
4.	Salary	
5.	Duration of employment	
6.	Terms and condition of employment (Temporary/ Permanent, Sanction of leave etc.)	
7.	Signature of the members of selection Committee	(i) Principal Investigator (ii) V.C. Nominee (iii) Head of the Dept./Centre (iv) Subject Expert (Inside the Dept.) (v) Subject Expert (Outside the Dept.)

**SUGGESTIVE FORM OF UTILISATION CERTIFICATE**

1. Title of the project/scheme
  2. Name of the Department:
  3. Principal Investigator:
  4. University sanction order No. & date of sanctioning of the Project:
  5. Amount brought forward from the previous financial year quoting the letter No. & date in which the authority to carry forward the said amount was given:
  6. Amount received from University during the financial year (please give No. and dates of sanction orders showing the amount paid)
  7. Interest earned if any, on grants:
  8. Total amount that was available for expenditure during the financial year (Sl. No. 5,6 &7)
  9. Actual expenditure (excluding commitments) incurred during the financial year (Statement of Expenditure is enclosed)
  10. Unspent balance refunded, if any (please give details of cheque No. etc.)
  11. Balance amount available at the end of the financial year
  12. Amount allowed to be carried forward to the next financial year vide letter No. & date.
1. Certified that the amount Rs.-----mentioned against Col. 9 has been utilized on the project/scheme for the purpose for which it was sanctioned, that the balance of Rs-----remaining unutilised at the end of the year has been surrendered to University (Vide No.-----dated-----)/ will be adjusted towards the grants in aid payable during the next year.
  2. Certified that I have satisfied myself that the conditions in which that grants-in-aid was sanctioned have been duly fulfilled / are being fulfilled and that I have exercised the following checks to see that the money was actually utilised for the purpose for which it was sanctioned.

Kinds of checks exercised:

1.

2.

**(PROJECT INVESTIGATOR)**

**(FINANCE OFFICER)**

**(HEAD OF THE INSTITUTE)**

*Note: Prescribed forms if any as per the funding agency may be used.*



### Statement of Expenditure Incurred

Showing grants received from the University and the expenditure incurred during the period from ----- to -----

Item	Unspent balance carried forward from previous year	Grants received from University during the year	Interest earned if any on the grant	Total Col (2+3+4)	Expenditure (excluding Commitment) Incurred during the year	Balance (5-6)	Remark
1	2	3	4	5	6	7	8
1.	<b>Nonrecurring</b>						
	(i) Equipment						
2.	<b>Recurring</b>						
	(i) Consumables						
	(ii) Travel						
	(iii) Contingency						
	(iv) Any other (Receipt of Interest on the Grants received) (if applicable)						

(PROJECT INVESTIGATOR)

(FINANCE OFFICER)

(HEAD OF THE INSTITUTE)

**FORM O.G.F.R.-7 (A)**

**(See Rule 172)**

**FORM OF UTILISATION CERTIFICATE FOR THE YEAR 20**

I hereby certify that the grant at my disposal/at the disposal of-----, in the year 20----- and the amount available for expenditure during the said year were as follows :

1. (a) Unspent balance at the end of the year 20--- :

(b) Grant received during the year 20----- :

TOTAL :

2. (a) Expenditure during the year 20----- :

i. Out of the unspent balance as in (a) above :

ii. Out of grant referred to in (b) above :

TOTAL :

(b) Unspent balance at the end of the year :

3. I further certify that the expenditure of Rs.----- (Rupees-----) only shown as expenditure in the year 20----- under my charge within the jurisdiction and a sum of Rs.----- (Rs.-----) only shown as balance at the end of the year 20----- and no part has been diverted to other purpose.

4. I further certify that a list of works on which the expenditure of Rs.----- (Rs.-----) only has been incurred and the amount spent on each has been prepared and is maintained in my office (office of the-----)

**Signature of the Principal  
Investigator**

**Signature of Finance Officer of  
the Institute with seal**

**Signature of the Head of the  
Institute with sea**