



Sri Sai Vidya Vikas Shikshana Samithi ®

SAI VIDYA INSTITUTE OF TECHNOLOGY

(Approved by AICTE, New Delhi, Affiliated to VTU, Recognized by Govt. of Karnataka)
Accredited by NBA, New Delhi (CSE, ISE, ECE, MECH, CIVIL)

RAJANUKUNTE, BENGALURU 560 064, KARNATAKA

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INDUSTRY CONSULTANCY & SPONSORED RESEARCH (ICSR) POLICY


PRINCIPAL
Sai Vidya Institute of Technology
Rajanukunte, Bengaluru-560 064

1. PREAMBLE

In the light of changing economic scenario, government policies and Institute priorities, the Institute considers sponsored research and industrial consultancy projects as an important means for extending benefit of scientific research work at the Institute to the sponsoring agencies broadening the experience base of the Institute community and as a tool for contributing to the country's economic growth. Therefore, as a matter of policy, the Institute encourages its faculty members to undertake research and consultancy work as a measure of scientific/technical collaboration with outside agencies. Appropriate Research and consultancy projects, in addition, for providing much needed service to the government and industry, also benefit the concerned faculty members and the Institute in several ways. They enrich the professional experience and knowledge of faculty members and thus make them better educators. Research and consultancy projects provide a first-hand knowledge of the current problems of industry and the emerging area which is very helpful in tuning the curriculum to the national needs. The faculty members get an opportunity to apply their ideas for finding out the solutions to the problems in emerging areas. Furthermore, the consultancy work also provides incentives for their contributions to all categories of staff.

2. DEFINITIONS

- 2.1 **Institute** means Sai Vidya Institute of Technology, Bengaluru.
- 2.2 **Department** means all the Academic departments, Academic centres, Centres of Excellence and Academic Service. Centres at the Institute.
- 2.3 **Principal** means Principal, Sai Vidya Institute of Technology, Bengaluru.
- 2.4 **Principal will be Head of Sponsored Research & Consultancy (ICSR), and HEAD ICSR** will be the Vice-chairman of ICSR, Sai Vidya Institute of Technology Bengaluru.
- 2.5 **ICSR Advisory Committee** means Committee for Sponsored Research & Industrial Consultancy, Sai Vidya Institute of Technology, Bengaluru.
- 2.6.1 **Project** implies sponsored research projects or industrial consultancy projects or **Routine Testing Projects**
- 2.6.2 **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, equipment's, travel, contingency, consumables and supporting services of the Institute is borne by the sponsor.

- 2.6.3 Consultancy Project** means consultancy assignment/job given by outside agency to a faculty of the Institute for work within mutually agreed scope. It will also include a consultancy assignment/job referred to the Head of the Department or a functionary of the Institute (i.e. Principal or Dean (s) or Registrar which may be taken up as a Consultancy Project by faculty.
- 2.6.4** 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. (Routine testing projects are also Consultancy Projects, Type-II).
- 2.7** Sponsor means the organization that offers a Project to the Institute and provides necessary financial support for successful completion of the project in time.
- 2.8 Principal Investigator (P.I.)** is a member of the faculty of the Institute with necessary expertise and competence to conduct a Research and Consultancy work. Normally, the faculty 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.
- 2.9 CO Investigator (I)** means a person from amongst the faculty (including Emeritus Fellow, chair faculty, visiting professor) co-opted by the Principal Investigator to work jointly with him/her on the project.
- 2.10 Consultant:** Consultant is an individual or government /public sector undertaking/Government Company engaged for a specific period to carry out specific job.
- 2.11 Project Staff** means a person appointed in conformity with the guidelines to work on a project.
- 2.12 Project Monitoring Committee:** Project Monitoring Committee (PMC) means the Committee constituted to monitor the large projects with outlay of more than Rs.10 lakhs.

3. GENERAL

- 3.1** Individuals or Departments shall take up projects after taking approval of the **HEAD ICSR/PRINCIPAL** through the Head of the concerned Department. All funds in


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connection with Projects should be received in the name of the PI or as directed by the Principal. The account of Projects will be jointly maintained and controlled by Principal and PI. Norms for project initiation and management are given at Annexure-1.

- 3.2 Consultancy project from any sponsor can be taken up for a minimum amount of Rs.10,000/-. For projects involving only site visits for consultation work and/or personal discussion, charges will be decided at mutually acceptable rate which shall be based on extent and nature of work. Travelling & Daily allowance will be extra as per Institute norms. No consultancy, whatsoever, shall be less than Rs.10,000/-, but this condition can be relaxed by the Principal depending on the circumstances.
- 3.3 Institute 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 Institute Norms.
- 3.4 Report(s) 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.
- 3.5 The IPR policy of the Institute 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.
- 3.6 The report of the Sponsored Research and industrial consultancy projects will be kept by PI for a period of 03 years from the date of closure of the project and for routine testing from the date of issue of report.
- 3.7 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 Principal, on the recommendation of Head of the Department 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 on-going project(s) with which he/she is connected, in order that the on-going projects and obligations to the sponsor do not suffer.
- 3.8 A sitting fee is payable to an 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 Head(ICSR).

4. MANPOWER

4.1 Project Staff

- 4.1.1 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 Annexure2.
- 4.1.2 Open selections will be held for all project positions.
- 4.1.3 Appointments on all project positions drawing emolument shall be on contract only.
- 4.1.4 The Project staff shall work for fulfilling the objectives of the project.
- 4.1.5 Transfer of project staff from one project to another, either on completion or midway, may be permitted by HEAD ICSR/PRINCIPAL in consultation with HOD on the recommendation of respective PI's.
- 4.1.6 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.
- 4.1.7 On the completion of one year or more and on the recommendation of PI, the enhancement of fellowship / emoluments of a project staff may be considered by the HEAD ICSR in consultation with Principal.
- 4.1.8 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 Head (ICSR) who will retain the original contract agreement.
- 4.1.9 Appointment of project staff on ad-hoc basis against a project position can be considered by Principal on the recommendation of the PI depending on the duration of the project (Refer Annexure-4 for Format).

4.2 Student Assistants

The PI may engage Institute Students (who may or may not be getting fellowship/assistantship) as student assistants for the project work. The student assistance stipend can be provided with the approval of project monitoring committee to bear their hospitality and travel expenses.


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4.3 Consultants

The PI may, with the prior approval of HEAD ICSR/PRINCIPAL may avail the services of individuals not in the Institute service or government organization as Consultants. However, the amount payable to consultant (s) shall be limited to 30% of the total contracted amount in consultancy project.

5. TRAVEL

- 5.1 The most expeditious and convenient mode of travel should be used to minimize period of absence from the Institute. Admissible DA or actual boarding & lodging expenses will be paid on production of receipt, subject to a maximum of twice the daily gross salary at the ceiling of the person's pay scale. Expenses on local travel by taxi will be reimbursed against receipt as per actual.

Approval for domestic travel shall be accorded by PI including for self-subject to leave approved by the competent authority. Advance for travel will be approved by the Principal.

Payment of charges to travel agents for Ticket purchase assistance, Visa assistance, Insurance etc. shall be admissible from project funds.

However, if sponsor has specified any specific condition (s) for travel under the project that shall be followed normally.

- 5.2 Approval of Principal will be required for all international travels and any deviations from above.
- 5.3 Out of pocket expenses will be payable for the actual period of field work at the work place at the following rates and will not be admissible for the journey period.

Category of Staff:

PI, CO-PI and External Consultants

- Rs.600/- per day or part of a day.

JRF, Student Assistants, Technical Staff and others

- Rs.400/- per day or part of a day.


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6. FINANCE AND ACCOUNTS

6.1 Research Project:

- 6.1.1 At the time of submission of a sponsored research project proposal, the PI shall make a provision of Institutional Overhead Charges (IOC) at 20% of the total project cost or at the rate permitted by the sponsor depending on the funding agency. However, this will not be treated as a condition for accepting the award of project.
- 6.1.2 At 5% of the project cost or (capital, non-recurring), will be given to the PI and other project associates/staff involved in the project to encourage sponsored research projects by the Management.

6.2 Consultancy Project:

- 6.2.1 At the time of submission of a consultancy project proposal, the PI shall make a provision for institutional share at the rate of 28.5% of the total contracted project cost.
- 6.2.2 Details of distribution of project Revenue shall be as below:
- (a) **Type I** - Using the laboratory facilities of the college
 - (b) **Type II** – Without using the laboratory facilities of the college

TYPE-1 Using the laboratory facilities of the college

This involves participation of a teacher or group of teachers who use institutional infrastructure such as workshop, laboratories, computers, etc. for the work.

Sharing of net revenue:

- (a) 50% to the development fund of the Institution (20% towards Research & Development Fund + 30% to the Institution).
- (b) 50% to be shared by the team involved with the work including supporting staff/students (Refer Table-I).
- (c) 10% TDS will be deducted for the Remuneration paid to teaching and nonteaching staff members.

TYPE-2 Without using the laboratory facilities of the College

This involves participation of a teacher(s) without using any institutional infrastructure.

Sharing of net revenue:


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- (a) 30% to the development fund of the Institution (10% towards Department Development Fund + 20% to the Institution).
- (b) 70% to be shared by the team involved with the work (Refer Table-I).
- (c) 10% TDS will be deducted for the Remuneration paid to teaching and nonteaching staff members.

TABLE 1: APPORTIONMENT OF NET REVENUE

Sl. No	Details	Percentage of Sharing	
		Type-I (S)	Type-II (S)
01	Principal	1.5	1.5
02	Head ICSR	1.5	1.5
03	Head of the Department	2	2
04	Teaching Staff involved in the Project	25.0	65.0
05	Supporting Staff/students Involved in the Project	20.0	--

TABLE 2: GENERAL REVENUE SHARING STRUCTURE

Item	Type- I	Type-II
Total money received	G	G
Service Tax	L	L
Total contracted (T)	(G-L)	(G-L)
Overhead (Recurring)	K	K
Expenditure (Nonrecurring)	E	E
Balance Amount for distribution ISI	(T-K-E)	(T-K-E)
Institute share (P)*	0.485S	0.285S
Compensation to Office Staff	0.015S	0.015S
Remaining amount available for distribution (F)	0.50 S	0.70S

Disbursement of amount "S" will be the responsibility of Principal Investigator.

*However, in case of a large consultancy project funded by a Government Organization, the institute's share may be negotiated with the approval of Principal.

Overhead expenses include accounting fees, advertising, insurance, interest, legal fees, labour burden, rent, repairs, supplies, taxes, telephone bills, travel expenditure, utilities stationeries and other recurring expenses.

- 6.2.3 For consultancy project with an outlay of Rs. 10 lakhs or more, interim distribution may be permitted subject to the condition that the total distribution does not exceed 60% of the balance amount and that the amount of distribution is commensurate with the work completed.
- 6.3 A separate account head shall be maintained for each project by PI. HEAD ICSR/PRINCIPAL shall be responsible for the submission of audited statement of accounts at the end of financial year.

7. ADMISSION OF PROJECT STAFF TO ACADEMIC PROGRAMMES.

- 7.1 A project staff is eligible to register for Ph.D. or Master's Programme of the Institute as per Institute norms subject to his/her satisfying the admission requirements of the Institute.
- 7.2 The concerned project staff will be required to give an undertaking that he/she will not be automatically eligible for award of Institute fellowship and shall finance himself/herself beyond the tenure of the appointment if Institute fellowship is not awarded.
- 7.3 The project staff admitted to Ph.D/Master's programme will be governed by the relevant ordinances and fulfil his/her obligations towards the PI & the project in which he/she is appointed.

8. SPONSOR'S SPECIFIC CONDITIONS

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


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9. EXCEPTION CLAUSSE

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

10. REVIEW

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

PROJECT INITIATION AND MANAGEMENT

1 ANNEXURE -1

1.1 Each project will have a Principal Investigator (P.I) who will be a faculty member/in the service of the Institute 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,
 - (c) if necessary, identifying other Investigators, who shall also be faculty member(s) in the service of the Institute.
- (i) Co-ordination and execution of work,
- (ii) Handling all communications with the sponsor,
- (iii) Writing of intermediate and final reports according to the project proposal,
- (iv) 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,
- (v) Signing the Memorandum of Understanding (MoU) or Agreement with the sponsor, if required. Guidelines for MoU/Agreement are given at Annexure-3.

1.2 The PI will, at his discretion, co-opt the names of other faculty members as Investigators. Any other employee so permitted by the Principal can be co-opted as Investigator.


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 otherwise of the institute.

- (ii) Provision for Institution overhead charges as per the rules of the Institute,
 - (iii) Other guidelines for Sponsored Research Projects, and Rules.
 - (iv) Rules, Regulations & Statutes of the Institute
 - (v) Need for the procurement of instruments, lab development etc.
 - (vi) If the project is interdisciplinary in nature, the revenue sharing will be finalized in consultation with Head ICSR and Principal.
 - (vii) Co-Investigator from other institute is permitted without any financial obligations.
- 1.4 All research project proposals shall be submitted to the sponsors through the concerned Head of the Department and Head (ICSR).
- 1.5 It shall be the responsibility of the PI to get project work completed satisfactorily within the sanctioned grant and duration.
- 1.6 The PI shall ensure that the head-wise expenditure does not exceed the budgetary allocation as applicable.
- 1.7 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 HEAD ICSR/PRINCIPAL for placing the same before the Govt. or Audit, for verification or as and when required for any other purpose.
- 1.8 The PI shall be responsible for maintenance of Laboratory Record Book (LRB) as required for IPR submission, 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 Head (ICSR).
- 1.9 The PI shall write to the sponsor for timely release of funds with a copy to the HEAD ICSR/PRINCIPAL for follow up, if necessary.
- 1.10 For Research Project: The sponsor which assigns the research project usually are approached by an individual or a functionary of the Institute (i.e. Head of the Department, HEAD ICSR/PRINCIPAL).

For Consultancy project: The sponsor which assigns the consultancy project usually approaches the Institute for Consultancy work through an individual or a functionary of the Institute (i.e. Head of the Department, HEAD ICSR/PRINCIPAL).

When an individual is approached for the work, he/she will be normally the Principal Investigator. If the project is referred to a functionary, the Principal Investigator would be identified by the Head of the Department to whom Principal refers the project in consultation with HEAD ICSR.


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- 1.11 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 working under Emeritus Fellowship be allowed to continue as Principal Investigator 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.
- 1.12 If the PI leaves the institute, retires or proceeds on leave or not available for some reason, Head ICSR, on the recommendation of the PI (if he/she is available) can appoint 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 HEAD ICSR/PRINCIPAL through HOD. However, in exceptional circumstances, a retired faculty member may continue to work as P.I. with the approval of the Principal, if he/she continues to serve the institute in some other capacity.
- 1.13 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.
- 1.14 Project file will be closed with the submission of final project report and final settlement of accounts etc.

2 BUDGETARY NORM:

A. For Research Projects

The total agreed charges of a Research project will consist of the Institute 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.


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- (v) All contingency expenses for preparation of report and literature (books, and any other item budgeted under the proposal and approved by the sponsor).
- (vi) Expenses for work to be carried out on payment basis, remuneration to student assistants.

B. For Consultancy Projects

The total agreed charges of a Consultancy project will consist of the Institute 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 Institute 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/ISO 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 student assistants.
- (viii) Any other costs considered appropriate.

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


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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. LIABILITY

In case any legal dispute arises between the investigator (s) and the sponsor such that the investigator (s) are in any way, held responsible to make good the losses incurred by the sponsor, such liability will be restricted to a maximum limit which will be calculated as follows:

Maximum Liability = The total amount charged for the project - the expenditure / liabilities on the project. It is in the interest of the Investigators to bring this fact to the notice of the sponsors. The expenditure / liabilities as determined by the Institute will be calculated as the expenditure/liability till such date on which the sponsors inform the Investigator in writing to stop work on the project for ongoing projects, or till the end of the project for completed projects. This amount does not include the remuneration paid to the investigator (s) and staff of the Institute. The Institute may take a suitable insurance for this purpose on a rolling basis. The expenditure on this account may be charged to the IRDF.

The amount charged by the Institute is on lump sum basis. Submission of the requisite report on the work itself shall constitute the Utilization Certificate/final bill.

5. DISAGREEMENTS/DISPUTES

- 5.1 Any disagreement within the Institute arising at any stage of a Consultancy project will be resolved in consultation with HEAD ICSR/PRINCIPAL to ensure an expeditious removal of bottle necks and smooth functioning of the project.
- 5.2 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.
- 5.3 All legal action will be subject to jurisdiction at Civil Courts at Bengaluru / High Court at Bengaluru.

6. ARBITRATION

In the event of any dispute or difference at any time arising between the parties relating to Consultancy project or any other clause(s) or any content of the rights and liabilities of the parties or other matters specified therein or with reference to anything arising out of the Consultancy or otherwise in relation to the terms, whether during the Consultancy or thereafter, such disputes or differences shall be endeavoured to be resolved by mutual negotiations. If, however, such negotiations are infructuous, the dispute should be finally settled through Arbitration and Conciliation Act 1996 by three arbitrators appointed in accordance with the said Act. The arbitrators shall give reasoned and speaking award.

7. 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.

8. PROJECT MONITORING COMMITTEE

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

- | | | |
|-----|--|----------|
| (1) | Principal or Head ICSR or Dean – R&D | Chairman |
| (2) | Head of the concerned Dept or his nominee | Member |
| (3) | Head of one more Dept. 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 institute in
relevant field, if -required, or representative
of sponsor, if required by sponsor. | Member |

9 FORMS

To ensure smooth administration & of Projects, only the forms supplied by Head ICSR will be used by the PI's and others concerned.


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ANNEXURE -2

SELECTION PROCEDURES FOR RECRUITMENT OF PROJECT STAFF (Including for Walk in Interview)

1. PREPARATION OF DRAFT ADVERTISEMENT

- (i) Principal Investigator will send the draft advertisement to Head ICSR for further processing.
- (ii) Head ICSR will forward the draft advertisement to Principal for approval and based on approval from Principal will return it to the Principal Investigator for notification/advertisement.

2. ADVERTISEMENT OF THE POSITIONS

The Principal Investigator will liaise with Registrar (Admin) to advertise the positions through institute 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 Head (ICSR) for further processing. The Principal will approve it.
- (ii) The P.I. will issue the letters to the candidates called for interview after Screening Committee report has been approved by Principal
- (iii) For walk in interview, screening is not required.

4. SCREENING COMMITTEE CONSTITUTION

- | | |
|---|----------|
| (1) Faculty from the existing panel approved by the Principal | Chairman |
| (2) Concerned Principal Investigator | Member |
| (3) One faculty member from the Department as available to – the PI | 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 Head (ICSR) for further processing. The Principal will approve it.


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- (ii) The PI will arrange the walk-in-interviews on the advertised date by a duly approved Selection Committee.

6. SELECTION COMMITTEE CONSTITUTION

- | | | |
|-----|---|----------|
| (1) | Faculty from the existing panel Approved by the Principal | Chairman |
| (2) | Head of the concerned Dept or his nominee | Member |
| (3) | Concerned Principal Investigator | Member |
| (4) | One faculty member from outside the department as available to P.I | Member |
| (5) | One external expert from outside the Institution (if required by the Sponsor) | Member |

7. FINAL SELECTION/APPOINTMENT

Selection Committee report will be approved by Principal and appointment letter will be issued by Principal to the selected candidate/s.

ANNEXURE-3

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 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.


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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. **Arbitration**

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 and shall be in conformity with clause given earlier.

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.

Two model formats of MOU, "format A" and "format B" are available on the internet of the Institute and may be used as such or with minor modifications conforming to the above guidelines. Format "B" is concise and is recommended for smaller projects. Format "A" is much more elaborative. If a different format is used, its legal vetting by the institute's Advocate will be the responsibility of the PI concerned.


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ANNEXURE – 4
INDUSTRY CONSULTANCY & SPONSORED RESEARCH (ICSR)
FORM FOR ADHOC APPOINTMENT
(Maximum for a period of 3 months)


1. Title and Code of the Project: _____
2. a) Name of the P.I / C.I: _____
b) Department/Centre: _____
3. a) Duration of the Project: _____
b) Scheduled Date of Completion _____
4. Status of positions available Posts Vacant: _____
5. Post for which selection is proposed _____
6. Duration for which ad hoc appointment is proposed (Max. 3 Months): _____
7. Qualification and Experience required: _____
8. Composition of Selection Committee: _____

Details of Chairperson:

Name of the Chairperson	Dept./Centre	Interview Details	
		Date	Time

Details of other Members:

Name of Faculty/ Other Member	Dept./Centre	PI/CI/HoD
		P.I./C.I.
		HOD


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Details of Outside Expert(s), if any:

Name of the Expert	Address	Contact No.	E-mail Address

Signature of HoD with Date

Signature of Principal Investigator with Date


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BIO-DATA OF THE APPLICANT

1. Name in full (in block letters) _____
2. Address (in block letters)
 - (i) For Communication _____

 - (ii) Permanent _____

3. Particulars of age (as per Matriculation or equivalent Certificate)
 - (i) Date of Birth _____
 - (ii) Age _____
 - (iii) Place of Birth _____
4. Father's/Husband's Name _____
5. 4. Are you member of
SC/ST/OBC/Ex.S.Men/PH _____
(If Yes, Mention and attach
certificate from District
Magistrate/Tehsil or the concerned
competent authority)
6. Particulars of Qualification and Experience:

(If space is insufficient, attach separate sheet. Attested copies of
certificates/testimonials in support of the qualifications and experience mentioned must
be attached.)


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Qualifications (in chronological order)

Educational/ Technical/ Professional Exam	Discipline	Grades/ Division	% of marks	Year of passing	Name of the University

Experience (in chronological order)

Employer	Designation	Period		Length of service in Yrs/Months	Nature of duties/area of specialize- tion etc.	Pay Scale and Present Salary
		From	To			

6. Any Other relevant Information:

I hereby declare that all particulars in this form are correct and true to the best of my knowledge & belief and nothing has been concealed therein.

PLACE:

DATE:

SIGNATURE OF THE APPLICANT



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ANNEXURE – 5

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR CONSULTANCY

These terms and conditions are to cover projects for the development of products, processes, field studies, model studies, calculations, economic and technical consulting and other forms of project of specific interest to the client. The conditions are binding unless otherwise agreed upon in a separate document.

1. PROJECT PIANNING

The Institute shall, together with the Client, prepare work Plan and budget for the project parts of the project wherever the project size or subject makes this necessary. This Plan shall normally be accepted by the Client before commencement of the work on the project. The Institute shall supply information regarding the progress of the project at any time at the Client's request. The Client may, with the agreement of the Institute, follow the progress of the project personally, or through a third party named by the Client. The Institute and the Client shall agree on the form and frequency of formal reports concerning the progress and the results of the project.

2. RESPONSIBILITY:

The Institute undertakes to carry out the project as conscientiously as conditions allow, but accepts no economic responsibility, should the work not lead to expected results. The Institute accepts the project on condition that the Client renounces all right to claim damages for losses sustained directly or indirectly in consequence of the work done by the Institute.

3. DISCRETION:

The Institute undertakes to handle with discretion reports, results, the identity of the Client, and all material which the Client Places at the disposal of the Institute in connection with the project.

4. SUB-CONTRACTING:

The Institute reserves the right to allow any work, experimental or otherwise to be carried out by a third party provided this does not result in the danger of information of a confidential nature coming into the hands of unauthorized persons.


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5. RESULTS OF THE PROJECT:

The results of all work done by the Institute in connection with the project, incorporated in written reports shall remain the property of the Client. Results arrived at with little or no involvement on the part of the Client are available free of charge for the Client's own use. However, the Institute reserves the right to use such results in connection with activities outside the scope of the project. If the Client consists of several individuals, all questions of Client, rights between the Clients must be settled between such individuals, and are of no concern to the Institute. Unless otherwise agreed, all reports are to be sent to the Client in triplicate. The Institute has the right to retain a copy.

INVENTIONS:

All reports of Institute on the project are the property of the Client. This includes patentable inventions while working on the project.

6. PUBLISHING THE RESULTS/OUTCOME OF THE CONSULTANCY:

The results/outcome of the consultancy must not be exploited by the client organization for its business interests by using Sai Vidya Institute of Technology name/logo through press advertisements/publicity material or in any other manner. Manuscripts of academic papers, brochures, advertisements or other form of published material which refer to or quote the propriety results of the project shall be vetted by both parties before publication.

7. COMMUNICATION OF RESULTS TO A THIRD PARTY:

The institute may not, without the written agreement of the Client, communicate the results of the project to a third party. The Client shall arrange the necessary agreement of all parties on the Client's side who may have publication rights with respect to the project.

8. PROJECTS FOR OTHER CLIENTS:

The institute may normally undertake other projects in the same field provided – to the best of the institute's knowledge and belief - there exists no danger of information of a confidential nature coming into hands of a third party. Any agreement to restrict the

Institute from undertaking similar projects during or after the life of the project shall be covered by a separate contract.

9. APPARATUS:

Instruments and/or equipment obtained in connection with the project and charged to the client will remain the property of Sai Vidya Institute of Technology, unless otherwise it is specifically agreed to by the institute.

10. TERMINATION OF THE PROJECT:

The client has a right to terminate the project at any time, but shall be liable for all reasonable expenses incurred in connection with halting work already in progress according to the agreed work programme. The Institute has the right to terminate the project with three months' notice except where otherwise agreed upon. The client in this case will not be liable for any expenses incurred after the period of notice.

11. NORMAL TERMS OF PAYMENT:

The payment of the Institute charges for the consultancy projects are required to be deposited in full (unless otherwise it is specifically agreed by the Institute) before the start of the work, through a crossed bank draft/cheque (Bank drafts in the case of private organisations and by draft/cheque for others). The draft/cheque is to be drawn in favour of "Principal, Sai Vidya Institute of Technology, Bengaluru" and sent to Principal, Sai Vidya Institute of Technology and drawn on any bank in Bengaluru.

12. DISPUTES:

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to an outside arbitrator to be nominated by the Principal of the Sai Vidya Institute of Technology for a reasoned Award. The Award of the arbitrator shall be binding on the parties to the dispute.

13. SERVICE TAX:

As per Service Tax Act of G.O.I., the service tax plus education cess or any other tax will be levied on total consultancy charges and this amount is to be borne by the client organization.


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General revenue sharing structure:

Item	Type-I	Type-II
Total money received	G	G
Service Tax	L	L
Total contracted (T)	(G-L)	(G-L)
Overhead (Recurring)	K	K
Expenditure (Non Recurring)	E	E
Balance Amount for distribution is)	(T-K-E)	(T-K-E)
Institute share (P)*	0.485S	0.285S
Compensation to Office Staff	0.015S	0.015S
Remaining amount available for distribution (F)	0.50S	0.70S

Apportionment of Net Revenue:

Sl. No	Details	Percentage of Sharing	
		Type-I (S)	Type-II (S)
01.	Principal	1.5	1.5
02.	Head ICSR	1.5	1.5
03.	Head of the Department	2.0	2.0
04.	Teaching Staff involved in the Project	25.0	65.0
05.	Supporting Staff/students involved in the Project	20.0	-


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