

**SWARNANDHRA**  
**COLLEGE OF ENGINEERING & TECHNOLOGY**  
**(AUTONOMOUS)**

**RESEARCH POLICY**



**Swarnandhra**  
**College of Engineering & Technology**  
**(Autonomous)**  
**(Sponsored by Vasista Educational Society)**  
**(Affiliated to JNTUK University & Approved by AICTE)**  
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# Swarnandhra College of Engineering & Technology (AUTONOMOUS)

## R&D RULES AND REGULATIONS

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## **1. DEFINITIONS**

### **Confidential Information**

Documentation that is not in the public domain and has been designated as confidential by companies or individuals in a signed MOU/Agreement.

### **Intellectual Property**

Intellectual Property is characterized as the physical or virtual products of research, innovation, teaching, or other intellectual practice, including but not limited to copyrights and copyrightable products, proprietary and patentable innovations, understand for a process/plan/design and computer software, trademarks, service marks, and trade secrets.

### **Invention**

All novel and improved method, formula, or the machine invented or first reduced to operation in whole or in part, as specified by the Patent Act, is included.

### **Inventors**

Persons who create an innovation or original work are known as inventors.

### **Patent**

It is the legal right to create, use, and distribute an invention that is granted by law.

### **Trade Secret**

Typically, any information, such as commercial or strategic know-how, is kept confidential and only used under restricted conditions.

### **Licensing**

Licensing is the method of licensing intellectual property to a third party for use while also maintaining possession of the property. It entails granting the licensee the right to use the IP and to create, distribute, or use the resulting product(s) for commercial purposes in accordance with the terms of the agreement.

### **Royalty**

Royalty is a monetary reward given to an inventor/author or an entity in exchange for the legal usage of a patented invention or other intellectual property after it is registered.

### **Significant use of SCET Resources**

Any utilization of SCET resources in the development of the invention(s) over the normal use of office facilities, machines, library infrastructure, and tools accessible to the general public is considered.

### **Principal Consultant/Investigator (PI)**

A faculty member of the college is liable for administrating the consultancy project/research project.

### **Consultant/Co-investigator**

Any other faculty member associated with the consultancy/research project in addition to PI.

## **2. CONTRACT RESEARCH**

- a. Sponsored Projects:** Sponsored category refers to where a faculty member recognizes, identifies, and outlines an issue and submits it to a funding body in the form of a project proposal. Government bodies such as DRDO, UGC, DST, Diety, AICTE, MHRD and any other agencies consider as grant-in-aid. Sanctioned projects include funding for manpower, facilities, consumables, and other needs. The college must facilitate for the faculty to complete the project. The project/principal investigator is the faculty member who receives the project. Sponsored projects can often be multi-line/multi-participant, with two or more funders and sharing project work and leading to research outcomes. IP rights are mostly reserved with the college.
- b. Collaborative Projects:** Sponsor-funded projects that are supplemented by specialist manpower, infrastructure, and other resources. The problem statement in a consultancy and collaborative project usually comes from a firm or organization; but, whether intellectual property is created around the initial problem statement, intellectual insight will come from both. As a consequence, IPR would be shared equally.
- c. Composite Projects:** Certain ventures, referred to as contract R&D, consulting, technical services, and so on, are hybrid in nature and advance through a variety of inputs. Such projects should be divided into relevant contract research, consultancy, and technical service components for SCET costing/ accounting purposes, and approval from the competent body obtained for every component representing the nature of project components.

### 3. CONSULTANCY

Projects that provide a solution to an industrial problem by investigation the real problem, troubleshooting by research ability or providing technical services just at the request of industry, and maybe recommended to/by the Principal/Dean (R&D)/Head of the Department for appropriate faculty members. Consultancy projects expose students to and help them recognize the issues that an organization face, and is beneficial in tailoring the curriculum to meet their demands. Each consulting project can include one or more faculty members.

We may divide consulting into four classes based on their functions.

- a. **Design and Project consultancy:** Framework Design/components /processes in numerous technologies
- b. **Advisory consultancy:** Comprise scientific, technical, or other professional advice provided to a client solely on the basis of available expert training and skills of the individual(s), delivering of expert opinions in the field of engineering industries, advisor/member to different entities of industry/institutions, Production building design, the establishment of laboratories and so on. This will fall under the class of independent consulting.
- c. **Training consultancy:** This includes HR programmes, designed training programmes according to industry needs.
- d. **General consultancy:** General consultancy shall provide scientific, technical or other skilled services relying on the college's existing knowledge base/expertise and use only a limited facility of the college for necessary experimentation, computing, or any services required to fulfil the consultancy assignment's objectives. An assignment/services/ which does not come exclusively into the context of the first three shall be considered as General Consulting.
- e. **Consultancy Projects Classification**
  - i. **Independent Consultancy Projects:** Independent consultancy projects are those that do not involve laboratory instruments besides the college's or department's facilities such as internet, journals, books, office facility.
  - ii. **Institutional Consultancy Projects:** Institutional consultancy projects are those that include the department's/ College's equipment/infrastructures, tools, and any other resources. As part of the consulting project, some projects will include experimental research work, design/simulation, measurements, devices testing, product testing, and equipments available in any department/laboratory.

#### **4. GUIDELINES FOR DRAFTING A MOU AGREEMENT**

A memorandum of understanding (MoU) is a form of contract between two or more parties. It indicates an expected shared course of action by expressing a convergence of will between the parties. It is frequently used in situations when the parties do not indicate a legal promise or where the parties are unable to reach a legally enforceable arrangement.

A memorandum of understanding (MOU) is signed with the sponsor or client of R&D project. In general, the following clauses shall be included in this document. If required, additional clauses can be incorporated.

**General:** It specifies the parties, outlines the project on which they are agreeing, determines its scope, and specifies the roles and responsibilities of each party.

**Objective and scope:** The essence of the work should be summarized in this part.

**IP:** Intangible assets such as intellectual property (IP) play a critical role in the establishment of an organization.

The MOU should explicitly state the plans for any patents or publications that could arise from the proposed project. Government departments, like the Department of Science and Technology, have a strategy of waiving all IPR claims. SCET would have exclusive ownership of IPR in those cases. While the research may be documented in the name of the individual, the college retains all privileges.

##### **Sponsored Research**

SCET would be the owner of every intellectual property created. SCET would be responsible for obtaining and protecting the applicable patents, which would be done at its expense. The SCET will decide whether or not an intellectual property privilege can be received, and its determination will be definitive and binding on the sponsor.

##### **Collaborative Research**

Intellectual property created as part of projects including a collaborator's intellectual input would be shared. SCET and the partner would split the costs of acquiring and retaining intellectual property assets. The SCET and the partner would make a collective determination about whether or not intellectual property rights can be protected.

##### **Grant-in-aid**

Throughout the relation to government entities and agencies, intellectual property rights can be subject to normal terms and conditions. However, if the grantor organization does not have any standard conditions, SCET would have ownership privileges.

### **Intellectual Property Rights for Academic Purposes**

SCET shall maintain a noncommercial, unrestricted, irrevocable authorization to copy/use IP for teaching and research activities in the event of IP generated at SCET, except when IPR lies with the sponsor, in accordance with secrecy claims wherever joined by SCET.

### **Publications**

Publication of findings in the form of research papers, reports, the thesis is essential for sustaining the research environment in the college. SCET's freedom to publish experiments done in its research labs should therefore be preserved (other than the confidential information). The sponsor's or client's contributions will be acknowledged in the publications. If the sponsors have agreed otherwise, PI will have the freedom to report the work, he has done. All parties involved should reach an understanding a priori. As a result, there will be no complications in publishing. Every publication originating from intellectual property should be feasible with only a legal agreement to the other party / or with the other party's permission, as follows. Such permission will usually be given within 6 weeks, and it will not be delayed for any purpose. If necessary, the publication will be postponed for 6-8 weeks to allow the other party to file a joint patent within India or elsewhere.

### **Background IPR**

SCET will retain ownership of the background IPR. SCET grants non-exclusive access to the project's background rights, which are dependent on the MOU's will rights.

### **Confidentiality**

It's essential to note that secrecy just applies to the researcher or consultant and his or her group, not for the College as whole. As a result, one of the options mentioned below could be pursued. Confidential details would be shared with the faculty and team members working on the project. They would be held individually liable for the non-disclosure of confidential information. The non-disclosure agreement will last until the deal is terminated or expires. OR The non-disclosure agreement will last for two years after the deal is terminated or expired. A confidential or proprietary material cannot be included in a student's dissertation because all dissertation or reports are open to the public. If the documentation is confidential to the client, a specific NDA (non-disclosure agreement) must be negotiated by the parties at the point of contract negotiation.

### **Ownership of Property**

Unless otherwise defined in the agreement, SCET would be the owner of equipment, software and labs bought under the contract.



### **Disagreements/disputes/Arbitration**

Any conflict between the college and the involved party that arises during the course of an R&D/consultancy project will be addressed in conjunction with the Dean (R&D) or Principal to ensure that the project runs smoothly. If a disagreement arises between the investigator(s) and the sponsor(s) at some point during the investigation, the investigator(s) would be liable for resolving the disagreement; such disagreements or disputes would be settled by joint negotiations between the investigator(s) and the sponsors/clients. All legal matters will be under the jurisdiction of Narsapur Civil Court.

### **Indemnity/Liability**

This provision should state the extent of any obligation that would be assumed if the project is terminated before it is completed at any point. SCET's responsibility, if any, arising out of or in conjunction with contract research/IPR licensing/consultancy is limited to the sums obtained by SCET from the customer minus the project's expense. The college-determined expenditures/liabilities may be measured as expenditures/liabilities before the sponsors notify the investigator in writing that construction on the project is to be suspended for pending projects.

### **Amendment to the MOU**

The clause shall provide a provision for mutually agreed-upon amendments to either one or more MOU clauses at any point during the project's work, for any cause.

### **Penalty clause**

This clause is unacceptable. In other terms, SCET would not impose any penalties for non-performance or delayed completion during the duration of the project.

### **Security deposit**

The college would not usually need a security deposit to commence a project.

## **5. AGREEMENT FOR INDIVIDUAL RESEARCH COLLABORATION**

Any project, Research/Consultancy under this agreement shall be initiated through the signing of a separate Research Agreement. The details are as:

- a. The nature and scope of the project
- b. The project's time schedule with milestones
- c. The project's type such as R&D/consultancy
- d. The coordinator/project investigator's name must be stated on the first page of the project agreement

- e. **Responsibilities:** This clause shall state the liabilities of the parties in making the data and/ or material available for the work as also for the return of the same, as and if applicable.
- f. Time Frame-This clause must designate the anticipated tenure of the project
- g. The schedule of review of progress, submission of reports etc. shall be mentioned
- h. Consultancy / contract R&D charges

The overall expense of the Research Project and its sharing among the parties, as well as the sum of support to be obtained from external parties, if any, must be included. The expenditures to be borne by the sponsor/client for the committed project along with details of amounts of a bank draft(s) to be drawn in favour of 'Principal, Swarnandhra College of Engineering and Technology, Narsapur'. Further, service tax obligations should be indicated.

In addition, the payment schedule should be explicitly stated in this clause.

- i. An initial payment must be made to start the project (30%).
  - ii. Budget schedule, schedule of payment with amount and date of payment.
  - iii. All cheques are payable to Principal, Swarnandhra College of Engineering and Technology, Narsapur'.
  - iv. For Sponsored projects: budget includes College overheads.
  - v. For consultancy projects: budget includes the service tax and College overheads.
- i. **Deliverables:**
- I. Deliverables must be explicitly stated as a clause in the contract/ agreement.
  - II. Work Statement and dates of milestones to be achieved are mentioned.
- (For completeness, a detailed project plan must be attached).
- j. Ownership of Reports/Plans/Guides/ Software's etc.  
Normally, the sponsors own the above-mentioned output. The ownership of Grant-in-Aid/ collaborative projects and consultancy must be decided upon in advance by SCET and the grantor/collaborator and must be included and listed in the agreement.
  - k. The treatment of Intellectual Property and data rights resulting from the Research Project, such as trademarks, innovations, patented material, and copyrights, should be transparent.
  - l. Any IP that belongs to a group and is used in a research/consultancy project (background IP). It's worth noting.
  - m. Such clauses that can be mutually decided upon, such as provisions addressing the implications of a participant's resignation or termination, term, conflict resolution, and applicable law.
  - n. The clause should cover all IP assignment plans, licensing plans, and royalty fees that might be relevant.

## 6. SIGNATORY FOR AGREEMENTS

Dean R&D and the Principal should both sign the MOU. The principal and company authority shall sign the final copy (02) of the MOU in the presence of two witnesses, Dean (R&D) from the College and one from the company. The Dean R&D shall keep the original copy of the MOU in his/her office. The principal and designated company authority must each sign the non-disclosure arrangement (NDA). Both research and consulting project deals are signed by Dean (R&D). As witness/witnesses, the PI/HOD signs the document. For all MOUs, NDAs, and project agreements, Dean (R&D) will serve as the single point of communication.

## 7. COLLEGE OVERHEAD CHARGES

Several indirect costs borne by the college in R&D or institutional consultancy projects include laboratory space, furniture, networking facilities, salaries of assisting staff, repairs, and other special use equipment. The costs for using the above services, as well as maintenance and storage charges, will be charged on all facilities. It would also contain indirect costs including power supply, internet, stationery, hiring vehicles, and so on. In addition, the college can retain 15-20% of the overall project expense as College Overhead Charges (COC). The remaining funds are to be used by the PI for project expenditures as stated in the original proposal. College Overhead Charges would be a set percentage of the Consultancy Project / Sponsored Project cost (COC). The COC and consultancy revenue would be allocated to a different Internal Revenue Generation Fund account (IRGF). It will then be divided into three separate heads, each of which will be retained by the college for a particular reason, such as College Development Fund (CDF), R&D Fund (RDF), and Department Professional Development Fund (DPDF), in the ratio of 2:2:1. The Principal will handle the Internal Revenue Generation Fund (IRGF). The college overhead charge shall be set around 15-20% (COC) for the R&D projects.

There are no overheads on independent consulting ventures, but a part of the revenue (20%) would be deposited in the Internal Revenue Generation Fund (IRGF) as college share.

In the case of institutional outsourcing ventures, 40% (overheads) would be deposited in the Internal Revenue Generating Fund (IRGF) account.

### **Training consultancy:**

After deducting expenditures such as Course Expenditure, which involves Course Material / Registration Kit, Technical Books, Consumables / Raw Materials, and Course Notification through News Papers / Communication / Brochure Printing, Tea/meals/snacks/Miscellaneous Costs/Incidental Expenses, Faculty remuneration, which includes visiting faculty, expert's TA/DA, Honorarium for the Course Coordinator/Head of Department, Remuneration for supporting staff, audit fees for 'Chartered Accountant', the balance amount would be credited in the CDF account.

- I. **College Development Fund (CDF)** –CDF allocated 40% of the IRG budget. With the consent of the management, the Principal may handle this fund and use the funds for the college development.
- II. **R&D Fund (RDF):** The head 'R&D Fund' shall be allocated 40% of the IRG. Dean (R&D) will monitor the RDF, with the consent of the Management. The RDF can only be used to promote R&D activities, such as for research/consultancy related visits and seed money for projects, and so on.
- III. **Department Professional Development Fund (DPDF)**

The project's head of DPDF would earn 20% of the IRG which will be for the concerned department. This fund aims to provide the necessary support to the department for its growth and other purposes for which adequate funding is not accessible from any other sources. This fund may be used for a variety of purposes, such as.

- a) Financial assistance to meet the expenses related to TA/DA and Registration fee in part/full for attending a conference in India or abroad.
- b) Membership fee of professional bodies/agencies.
- c) Procuring of books, journals subscription, stationery, computer stationery, software or data storage medium.
- d) Up-gradation on purchase of a laptop or desktop computer and related peripherals for use by the faculty members of the department.
- e) Financial assistance as seed money to the newly joined faculty for doing research
- f) Financial assistance for conducting conferences/ workshops/seminars and entrepreneurial activities.

The budget of DPDF fund would be approved by the departmental committee headed by the Head of the concerned department.

## **8. INTELLECTUAL FEE**

This represents SCET's commitment over time in establishing and retaining its level of expertise, knowledgebase, and services. The intellectual fee to be paid should, thus, be consistent with the quantity and nature of SCET's resource inputs, as well as the possible benefits to be obtained by the client upon completion of the project results. Intellectual payments would be applied to the net cost of the project as a percentage of the project expenditure (excluding equipment costs paid by the sponsor) and is not less than one third of the total expenditures (excluding equipment costs incurred at the client's expense or provided by the client). However, there is no hard and fast law for this since it is dependent on the project, conceptual part, and IP rights assignment in the agreement. At the Responsible Authority's decision, the intellectual fee for grant-in-aid ventures that may not result in the generation of commercial intellectual property will be diminished or waived.

## **9. SERVICE TAX**

Provision for Service Tax, where necessary, shall be rendered over and above the gross contracted amount while drafting the application. On ventures financed by organisations outside India, service tax is not deducted, and funds are received in foreign exchange.

## **10. EXPENDITURE NORMS FOR R&D PROJECT/CONSULTANCY**

### **Job work**

With Dean R&D's permission, the principal investigator can outsource particular job work for a fee (labour cost). Such charge, however, does not surpass 15% of the overall sum contracted for the project and should be made from the project's expense. Both applicable rules and regulations for consultant/research projects should be implemented before making such an investment. Prior approval from the Principal would be needed for higher expenses.

### **Student Assistants**

The principal investigator can hire college students as student assistants for consultancy/research projects, and laboratory work at a rate of Rs 50/- per hour for undergraduates and Rs 100/- per hour for graduate students, with a monthly limit of 100 hours. Students who earn a fellowship from another agency, however, will not be eligible for those payments. In a typical situation, the total expenditure on this fund does not surpass 20% of the gross payments contracted for the project and should be paid from the project budget.

### **Hospitality**

Costs for appropriate accommodation paid in conjunction with consultancy/research project work can be compensated as expenses out of the fee earned so that the overall cost on this account should not surpass 3% of the gross fees agreed for the project.

### **TA/DA**

The principal will approve air travel for non-entitled employees on a practical basis and whether it is necessary for the successful outcome. To reduce time away from campus, the most expedient and economical form of transportation should be used. The college would not enforce any limitations on forms of transportation. Actual accommodation and boarding costs (up to a limit of the regular gross salary at the person's pay scale's ceiling), as well as the college admissible DA for out of station payment, would be made upon submission of the receipt. Wherever practicable, if client hospitality is accessible, it should be used. Expenses on every local taxi travel would be reimbursed against a cash receipt on a case-by-case basis. Any of these charges would be offset by funds from the consultancy/research project.

### **Further funds permitting**

In the interest of the college/research project, the Dean (R&D) may recommend deviation of TA rules, if appropriate.

### **Out of Pocket Expenses for work outside**

Payment of "Out of Pocket Expenses" to faculty and other staff, project staff, and contract personnel sent for Research Policy, SCET(A)

fieldwork related to sponsored research or consultancy projects would be permitted in the following circumstances:

- (a) For the intent of project work or institutional consultancy, out-of-pocket expenses would be admissible for "fieldwork," which would include the collection of test reports, installation, testing, or other repairs, discussion with the client, evaluation of samples outside the college, and so on.
- (b) Out-of-pocket expenses would be reimbursed for the time spent working at the job site, but not for the time spent travelling.
- (c) In addition to D.A., out-of-pocket expenses would be allowed.
- (d) Out-of-pocket expenses would be paid at the following rate:
  1. For Professors & Associate Professors – Rs.400 per day or part of the day
  2. For all other staff including project staff – Rs.200 per day or part of the day.

## **11. RESPONSIBILITY OF PI FOR R&D AND CONSULTANCY PROJECTS**

PI will be responsible for:

- a. Designing/formulating the project proposal and submission through HOD & Dean R&D.
- b. Planning of the work to be done estimating costs according to the instructions issued provided.
- c. Identifying other co-investigators as possible, coordinating and executing work, and managing project interactions with the sponsor/clients.
- d. Preparing interim and final reports in accordance with the project proposal.
- e. Making recommendations to the Dean (R&D) on staff needs, Project expenditures, and faculty and student remuneration
- f. Maintenance of project records.
- g. Sanctioning/controlling leave due to research and other contractual staff working in his/her projects.
- h. Maintaining the details of equipment purchased out of project funds separately for each project and send a copy of the record to Dean (R&D) ensuring the expenditure as per budgetary allocation and submitting the utilization certificate.
- i. For the timely completion of the project and submission of final report to the funding agency through the office of Dean (R&D).
- j. For maintenance of Laboratory Record Book as required for IPR submission, periodical and /or final technical report(S) of the project work to the sponsoring agency as required.
- k. Writing to the sponsor/client for timely release of funds with a copy to the Dean (R&D) for follow up, if necessary.

PI need to inform Dean (R&D) and research partners and take permission from both before publishing results.

If the PI leaves the college. Retires or goes on leave, co-investigator or Co-PI will assume the powers and responsibilities of the PI with the approval of the Dean (R&D)

## **12. DUTY LEAVE FOR R&D/INDEPENDENT CONSULTANCY WORK**

It is known that research/consultancy adds to the faculty member's enhanced expertise and skills. As a result, by adjusting the academic calendar, each such faculty member must be allocated at least one day per week

free time to complete such assignments. In addition to the leave available as per College standards, faculty and research staff can be given project leave for up to 15 days per year for work relating to "Research/Independent Consultancy" projects. Project leave and academic calendar adjustments can be approved by HODs.

### **13. R&D PROJECT GUIDELINES**

Project responsibility: Funded research projects allow the College to build new assets. These projects are led by a principal investigator (PI) and can have co-principal investigators (co-PIs) or an administrative PI (to run the project if the PI is absent), with the PIs responsible for the deliverables. The college offers the required assistance to the PIs. The total cost of the project's activity must be covered by funds provided by the sponsoring agency for each funded project. The PI is in-charge of the project's day-to-day activities. A funded project is one in which the principal investigator (PI) would not owe honoraria. No honorarium of any kind can be claimed for a project funded by a government department. The fund may be used by the PIs if the funding body has approved it under the respective budget head.

#### **a. Costing for R&D Projects**

The following expenditure headings should be addressed when calculating the funds needed for a project:

- (a) Salary of Project Staff including research scholars (no honorarium for PI)
- (b) Equipments, installation & maintenance, books, reference material
- (c) Consumables
- (d) Travel (domestic, international if permitted) (e) Contingency
- (f) Overheads (@ 15-20% of project cost)
- (g) Any intellectual fee honorarium if projects is of commercial interest

**b. Contingencies**

Enable for some unanticipated project expenses that were not budgeted for. The amount of contingency costs will differ depending on the project and whether the college and the sponsor agreed upon it. Estimated contingency charges of 5 to 10% of overall project costs, on the other side, are common.

**c. Collaboration with Outside Organizations/ Subcontracting**

If the project will involve cooperation with other organizations or institutions, or if a part of the project may be subcontracted. At the time of submitting the proposal for approval, the nature, scope, and financial budget of the planned arrangements must be specifically stated in the project proposal. Work would be subcontracted after the concerned HOD and Dean (R&D) have given their consent.

**d. IPR issue:** The college and the funding agency come to an agreement on all IPR matters.

**e. MoU / Agreement preparation**

For MOU/Agreement drafting, the College Governing Body has approved the guidelines. Stock/asset registers must be maintained by PIs / HODs. As required, these must be sent to the audit/college. The office of accounting must keep a separate account for each project. The college is liable for submitting audited financial statements to the sponsors as and when they are necessary.

**f. Project Evaluation Committee**

If the sponsor requests that a Project Evaluation or Monitoring Committee be established, the Dean (R&D) may do so in conjunction with the principal and in accordance with the sponsor's guidelines. If the Dean (R&D) thinks it is appropriate, he or she can suggest the principal select such a committee. All project review meetings will be attended by Dean (R&D), and each PI will send project documents to Dean (R&D).

**g. Completion and Closure of Project**

After completion of the project, the final report should be submitted to the funding agency, a copy of which is given to the R&D Cell for records. The final report along with the utilization certificate may be routed thru the R&D Cell.

**h. Leave/OD for project-related work**

HODs have the authority to approve OD for project work. HODs may have the authority to approve project leave or make academic calendar revisions.



## **14. CONSULTANCY PROJECTS GUIDELINES**

### **a. Consultancy agreement:**

SCET's contractual commitments with a consulting project need to be met. Agreements with clients would thus be conducted by the College on behalf of SCET, rather than by a single consultant or team of consultants. All regulatory complications affecting the College as a consequence of the consultancy service should be avoided at all costs. A formal agreement on stamp paper and the terms and conditions of consultancy agreed by the exchange of letters could be acceptable for minor consultancy services. If the principal believes that a legally enforceable arrangement will be technically and legally beneficial, the party will be required to sign one. The terms and conditions of consulting services provided to Government Departments/Agencies and Public Sector Undertakings can be agreed upon by the exchange of letters. A formal agreement on a non-judicial paper might not be needed in such situations. Each consultancy project's staff involvement must be approved by the principal or SCET as the case may be. When assigning consultancy work to a member of staff, consideration should be given to his or her workload. The College can promote a fair distribution of consultancy/work among qualifying staff at all levels and enforce that it is not exclusive to particular persons, categories, or levels of staff.

### **b. General Outline of Consultancy work:**

After informing and receiving approval from the Dean (R&D) through the Head of the concerned Department, individuals or departments may engage in consultancy work. The PIs and HODs will sign the institutional consultancy project report.

### **c. Appointment of PI in Consultancy**

When a sponsoring industry or company approaches the college for consultancy work, the department HOD may designate an appropriate individual to serve as the principal investigator. With the consent of the HOD, a client who comes directly through a faculty member, then he/she may be identified as PI. In both circumstances, a legal agreement should be signed in accordance with the Dean of the R&D Cell. If a PI is about to resign or leave the service, the Dean (R&D) should find a suitable replacement until one month has passed, and the new PI should send an undertaking to the Dean (R&) through the HOD to finish the project within the remaining funds and time period. If the current principal investigator leaves without assigning responsibility, the college can name a new principal investigator or terminate the project. Emeritus fellows may only be named as Co-PIs or investigators, not as Principal investigators. The Principal Investigator for Institutional Consultancy Projects would be chosen by the head of the department in consultation with the department's R&D committee.

#### **d. Monitoring Committee**

A College Level Committee can review the consultancy projects undertaken by different departments. When only guidance is needed or testing of materials/products in the laboratory is required, the work can be approved with the consent of the head of department and Dean's notification (R&D). However, the report is typically only issued after the Proposal has been studied extensively.

Dean (R&D), Concerned HOD, and Dean (academic) committees may be formed to consider the following:

- (i) To consider the involvement of consultants / outside experts and the norms adherence.
- (ii) To consider the sub-contract, if any, as proposed by the PI
- (iii) To categorise the consultancy as independent or institutional

#### **e. Costing of Consultancy**

The overall approved costs of a consulting project would comprise the college share, actual expenditures, intellectual costs, and service tax charges. Provision of services tax, if appropriate, would be rendered over and above the total contract cost when drafting the proposal. The following things should be taken into account before calculating actual project costs:

- a. Purchase of equipment plus @25% of the cost (for installation, maintenance etc.)
- b. Design and fabrication of an equipment
- c. Consumables like chemicals etc. plus overheads @25% of the cost (to meet the expenditures storage, handling etc.)
- d. Fieldwork or travelling expenditures toward the project work
- e. The remuneration to the working faculty and staff on the project
- f. Any computational or other charges
- g. Charges for data collection, hiring services such as access of infrastructural facilities
- h. Charges towards the access of particular equipment within the department or from centralized facilities.
- i. Existing specific equipment, Pro-rata charges for the usage of existing equipment for a shorter time
- j. Contingency expenditure towards the cost of supplies, report preparation, typing, word processing, drawing, drafting, stationery, reproduction
- k. Expenditures for literature survey such as purchase of books, journals also membership fee for professional societies
- l. Postal/courier charges, FAX and telephone charges(may be rental and STD/ ISD call bills of telephone at residence or cell phones)
- m. Charges against the insurance of equipment begin used for the project
- n. Remuneration to student or assistant for work on payment basis

**f. Contingencies:**

Allow for any unexpected costs that may arise during the project for which no provision has been made in the budget. The amount of contingency charges for each project would be determined by mutual agreement between the college and the sponsor. Estimated contingency charges of 5 to 10% of total project costs are usual.

**g. Consultancy Fee:**

The expense of consultancy services is based on a number of factors, including the amount of time spent, the value of the advice, and the faculty's knowledge, when measuring the cost of consultancy. After deducting expenses and college overhead charges from the fee charged to the client, only a portion of the total fee is available for distribution among the faculty, staff, and students. For a certain category of work, consultancy fees in the form of a specific amount or a percentage of the work can be worked out.

**h. Consultancy Rates:**

Fees may be paid on a per specific workday basis at a mutually agreeable cost for a project requiring site visits for consultancy work and/or personal communication, which would usually be a limit of Rs. 5000/- per day for academic staff, with travel days. Fees may be paid on a per-day basis for technical and other non-academic staff, with a limit of Rs. 500/- per day.

**i. Completion/closure of consultancy Project:**

A summary of the project report for any consulting work conducted shall be maintained for future reference with the office of Dean R&D, except those which are solely advisory in nature where no report submission is needed to be sent to the client. In such situations, a short report on the consultancy provided should be forwarded to the R&D Cell for documentation. Any stock registers belonging to projects will be retained in the departmental office until the projects are completed and terminated. The certificate of project completion should be acquired from the sponsor/funding agency for the satisfactory completion of the project on the grounds of which the account will be closed.

**j. Distribution of Consultancy Income:**

The partial payment of consultancy fees may be allowed for ongoing projects provided the cumulative distribution sum does not surpass 50% of the anticipated distribution amount and the amount of distribution is proportional with the work done. The distribution of consultancy fees will be done within three months of the project completion.

**k. Leave/OD for consultancy:**

Faculty and staff who leave the campus for consultancy work with the consent of HOD may be considered on duty, although the consultancy does not conflict with the academic schedule/services to be offered to students.

**l. Engaging Outside Consultancy / Contract Staff**

No allowance permissible for the participation of experts from other than college as a consultant on a consultancy project. The Principal Investigator may be using the expertise of other than college staff as

consultants given that the services are of a category for which expertise is not present in the department/college. Charges for such consultancy should already be included in the expense of the project. A sum of Rs.25000 or 20% of the consultancy charge, whichever is lower, can be provided to the consultant(s) upon receiving the consent of the Dean(R&D). For paying above Rs.25000, the permission of the committee set-up for this reason by the principal would be desired. These payments shall be borne from the concerned project.

#### **15. TERMS OF PAYMENT**

Any service charges for consultancy/R&D ventures should be paid on in favour of 'Principal, Swarnandhra College of Engineering & Technology, Narsapur'. The amount of advance payment to a consultancy should be at least 25% if the amount reaches Rs. 2 lakhs or else, it shall be fixed at 50%. In the case of research projects, the payment shall be according to the annual budget plan and the proposed expense.

#### **16. PURCHASE RULES FOR ALL FUNDED PROJECTS**

The PI shall prescribe the procurement of the items needed for the research project as stated in the budget. The PI may contact the vendors and the procurement will be executed by obtaining three quotations for the equipment/software according to the specification. However, for proprietary products, there is no need for three quotations. For the purchasing of an individual item worth more than Rs.1 lakh, a purchase committee can be formed with a Chairman for the finalization of the supplier. For other needs/items, the PI may submit a request to Dean (R&D) for procurement following the preparation of justifications according to requirement specifications along with the comparative study of cost, after the consent of the HOD. Dean(R&D) may approve the procurement up to Rs.1lakh. Purchase orders shall be signed by Dean(R&D) after obtaining approval from the chairman of the 'Purchase Committee' in order to prevent delay in the procurement process.

In addition, an imprest amount of Rs.10000 may be approved by Dean (R&D) to the PI from the ongoing project funds.

## **17. TECHNOLOGY TRANSFER AGREEMENT**

Intellectual property is a college commodity and an acceptable return is sought. The longevity of an IPR-enabled technology in the market differs, as does its success, and therefore revenues. Recurring royalties would be focused primarily on these conditions. The forms of payment (licensing payments and/or royalties) would then be on mutually accepted terms with the licensee and flexible/determined on a case-by-case basis rather than static. The conditions of the commercialization can even be amended with time. There is no specific procedure or algorithm for evaluating the value of a technology. The expertise opinion and judgement, along with the following points, would be included in the calculation of the price/license charge.

1. IPR protection and maintenance cost
2. IPR production and handling cost
3. Other institutional costs, where necessary

A royalty share deal must be concluded for product-oriented know-how transferred as part of a consultancy/research project. For commercial viability, the College typically will grant a non-exclusive authorization. Exceptions may be rendered on a scenario basis, dependent on the sponsor's role in the creation. In the next five years, the price of know how/intellectual property usually varies from 2% to 10% of usage. The cost, on the other side, will be calculated by calculations of potential demand and "what the consumer can afford." Furthermore, the price realization may be broken into a lump sum and recurring royalty payments.

The following considerations are being used to predict the cost of intellectual property:

Cost of development requires projected costs of direct inputs

### **1. Cost of development requires projected costs of**

#### **Direct inputs**

- a) Science & Technology manpower employed on the project (as prescribed rates)
- b) Raw materials, consumable items etc. with 25% overheads
- c) Equipment usage
- d) External payments, made if any.
- e) Securing of intellectual property rights.
- f) Cost of publicity.

#### **Indirect inputs**

- a) Investment on the staff, equipment and facilitates utilized for the project
- b) Intellectual inputs

## **2. Estimate of net benefit to be derived by the licensee**

This may be measured as the money to be saved by the licensee by optimizing operations, such as cuts in raw materials, electricity, time, manpower, etc., or additional income obtained on the basis of improved product quality or net profit through the use of the intellectual property.

## **3. Size and number of potential clients**

Any calculations can be made of the potential IP market, i.e. the commodity, operation, technology, applications, software etc., and the possible number of intellectual property licensees. Often, there could be an additional source for intellectual property competition. This should be taken into account when deciding the number of licensees for the intellectual property of the College.

## **4. Cost of imported intellectual property**

In certain cases, similar intellectual property could have been introduced or agreed to be imported or proposed to be imported in the country. The value and standard of such technology may be an indication for determining the price of indigenously developed intellectual property.

## **5. Piracy of intellectual property**

Any intellectual property is highly innovative, so it may be tough to deter anyone from pirating it. The price would have to consider the intellectual property rights that licensees would be entitled to.

## **6. Opportunity Value**

In terms of money, opportunity value is the approximate sum that can be obtained depending on circumstantial factors. For estimates, opportunity value may be represented as an absolute amount or as a percentage of expected income.

## **18. LICENSING OF INTELLECTUAL PROPERTY**

### **Grant-in aid government agency sponsored projects**

Following an order from the Indian government, government funding agencies have agreed not to assert any claim on an invention created by college faculty on a funded research project. In those situations, the college may have the freedom and authority to bargain and transfer the technology for commercial use, without the funding agency's permission.

### **Industry Sponsored Projects**

The first right to commercial use of the intellectual property would be granted to the sponsor. SCET will charge a reasonable fee for the authorization given to the sponsor for the commercial use of the intellectual property. This may be a lump sum and/or a recurring royalty. This freedom, however, must be exercised by submitting a written communication to the college within a pre-determined span, corresponding to the receiving of the final report.

### **Collaborative research**

- i. The rights of licensing of intellectual property shall be jointly held by SCET and the collaborator.
- ii. The first right to commercial use of the intellectual property would be granted to the collaborator. This freedom, however, must be exercised by submitting a written communication to the college within a pre-determined span of not more than one-year, corresponding to the receiving of the final report. Therefore, IP shall be licensed to the collaborator for use, on terms to be jointly agreed by the SCET and collaborator.
- iii. In case, if the collaborator is unsuccessful to exercise the opportunity or deteriorate to commercially exploit the IP within the predetermined time then SCET shall have the right to license the IP to others on terms to be mutually agreed upon between the collaborator and the SCET. In this circumstance, the money accruing shall be shared with the collaborator, matching his inputs in the project. Also, SCET shall not be less than 51% while sponsor shall not be more than the paid sponsorship charges to SCET. Any intellectual property rights rest with SCET.

## **19. MECHANISM OF TECHNOLOGY TRANSFER**

The college may not warranty that the technology will be fruitfully exploited. In the event that the other party transfers/assigns IPR obtained in a technology transfer agreement produced by SCET or transfers/sells IPR/product created on the basis of technology to another party during any project, the above clause may also refer to third parties.

**a. Methods of Licensing**

IP licensing may be formulated by specific contractual agreements. Licensing should be achieved by an implicit contractual agreement with no liabilities on SCET for the transfer of IP by a single demonstration or the supply of just sketches, papers, software, and so on.

**b. Channels of Licensing and associated ownership rights.**

IP licensing may be accomplished by a sponsor, the National Research Development Corporation (NRDC), or another Technology Transfer Agency (TTA). Any IP intended for commercialization by NRDC must be allocated to NRDC. Under a license agreement, the NRDC will hold control of the IP allocated.

**c. Intellectual Property Committee**

The college may set up a process to investigate the feasibility of legally protecting the IP created. The college administration would designate an intellectual property committee (IPC) to make necessary decisions on IP security, licensing and other matters. In addition to the Dean (R&D), the college's management will select two more Professors from within the college's staff. The college will perform an annual review of intellectual property licensed, with follow-up with the licensee. The committee would perform a detailed professional review of any intellectual property that is being approved. The process can be internal to the college, external to the college, or a hybrid of both, and it may vary from case to case. A feasibility report on the use of intellectual property should be prepared if the technical evaluation is satisfactory.

**d. Collection or Royalty**

The college will be liable for timely receipt of all royalties earned by direct or indirect licensing of intellectual property. A system for collecting and monitoring royalty accrual and realizing must be in operation.

**e. Indemnity/liability**

The responsibility, if any, for SCET resulting from or in conjunction with IPR licensing shall be subject to a limit of the amount obtained by SCET from the licensee for IPR licensing.



## 20. DISTRIBUTION OF FUNDS OF CONSULTANCY INCOME/PROJECT GRANT

The revenue will be distributed according to the table below.

S N	Condition	Explanation	College	Finance / Principal Office/ Others	Faculty Involved	Support Staff Tech	Support Staff Non-Tech	Remarks
1	Individual consultancy	Design/ Advisory Position/ Validation	40%	10%	40%	5%	5%	-
2	Multiple consultancy	Product Design/ Technology /Testing, Calibration	30%	10%	40%	10%	10%	The last three columns will be shared among different departments involved
3	Product Testing	Testing using college facilities	30%	10%	30%	20%	10%	The technical support staff contribute more to the consultancy
4	Training Course	Conducting courses	30%	10%	30%	10%	20%	The non-tech staff contribute more to the consultancy
5	Government funded Project	Like DST etc.	Balance after the distri	5% of Project Revenue after tax	50% of Time charged to the project	5% of Project revenue after tax	5% of Project Revenue after tax	-

			butio n					
6	Industry Funded Project	Private industry funding	30%	10%	40%	10%	10%	The last three columns will be shared among different departments involved
7	Technology License Royalty	To be decided later	-	-	-	-	-	-

## 21. MAINTENANCE OF PROJECT RECORDS

The Principal of the college shall ensure that the following records are maintained and retained in the college:

(i) By Project Leader / Principal Investigator

### a) Project File

Document containing

- a) Information on a systematic basis on initiation of the idea b) Date of starting of the project'
- c) List of innovators and Principal Contributors
- d) Responsibilities assigned to the individuals and the extent of their participation (whether whole-time or part-time)
- e) Signification contributions made by the individuals along with the supporting inputs/contributions of the S&T and other staff.

### b) Record Book

A document maintained individually by the innovators & Principal Contributors, S&T and Other staff listing.

- a) Date of his/her joining the project;
- b) Extent of participation (whether whole-time or part-time)
- c) Contributions or achievement made, verified and countersigned by the Project Leader / Principal Investigator

### c) Completion Report

A document detailing the final project report/conclusion as well as the efforts taken by each of the Innovators and Principal Contributors, as well as S&T and other employees. The Principal Investigator and co-investigators must sign the final report.

## **22. SELECTION PROCEDURE FOR RECRUITMENT OF CONTRACT RESEARCH STAFF UNDER SPONSORED RESEARCH AND CONSULTANCY PROJECT**

1. Principal Investigator will send the draft advertisement to Dean (R&D) for approval
2. Dean R&D will advertise the positions and receive the applications
3. Screening of applications-Dean R&D will finalize the meeting of screening
4. committee with Principal Investigator and co-investigators if any, short listing will be made and will issue the call letters to the candidates

### **4. Screening Committee Constitution**

- (i) Dean R&D
- (ii) Concerned Principal Investigator – Member.
- (iii) One faculty member from the Department as available to the PI – Member

### **5. Interview**

Dean R&D will fix the date of the interview/consultation with the Principal and get the interview conducted.

### **6. Selection committee constitution**

- (i) Dean R&D
- (ii) One professor in the expertise field of concerned Department
- (iii) Nominee(s) of Management
- (iv) Concerned Principal Investigator/Co-Principal/Investigator

PI. Any external representative expert from the supporting R&D organization/outside the college will be nominated by Dean (R&D) on the recommendation of the PI as necessary by the sponsoring organization.

### **7. Final Selection /Appointment**

Dean (R&D) would forward the Selection Committee's report for approval and the issuing the appropriate orders. Dean (R&D) can approve the transfer of project personnel from one project to another, either at the end of the project or in the middle, depending on the project specifications.

## **23. PROGRAMMES CONDUCTED UNDER MOUS**

MOUs are a valuable part of College activities since they enable all parties to share their experience and skills. The MOUs may benefit the College in terms of improved resource usage, increased faculty expertise and skills, IPR, infrastructure growth, and/or benefit to industry/society (particularly students) at large. As a result, certain memorandums of understanding should be promoted. A faculty member who takes the initiative to create an MOU can receive motivation and adequate help from their department. A College-level committee comprised of the Principal as Chairman, the concerned HOD as Member, the Dean (Academic) as Member, and the Dean (R&D) as Member-Secretary should receive and approve each new MOU.

## 24. FACULTY INCENTIVES

The college shall offer various incentives to faculty members.

### Research Policy

- Faculty members are encouraged to enroll in Ph.D. programmes and participate in research activities.
- Faculty members registered for Ph.D. are entitled to get sabbatical leave with salary benefits.
- The college sponsors Ph.D. Registration and semester fees for the faculty members who do research at SCET's Research Centers.
- Faculty members are encouraged to apply for research projects from international, national funding organizations and industries along with for in-house funding.
- The SCET allows on duty leave to the faculty members for accessing the external facilities needed to carry out their Ph.D. work.
- Faculty members will be entitled to avail special duty leave to attend conferences/workshops related to their area of research in India or abroad. The college will reimburse the registration expense towards such visits.
- International/National Workshops/Seminars/Conferences are encouraged to be organized by faculty members.
- There is a provision of special incentives to faculty members for publishing their work in reputed journals.
- The SCET encourages innovation, creativity, and patent filing by establishing dedicated cells for each activity.
- Faculty members are encouraged to seek seed money from funding organizations or industries with interest in their area of research.
- The management will consider seed funding for research initiatives if the faculty demonstrates a proof of concept.
- Faculty members are encouraged to register for the doctoral program. The relaxation from the academic load is provided to Ph.D. scholars and the financial support to the deserving faculty.
- In a year, faculty expected to publish at least two research papers in refereed journals and conferences at national and international levels
- Faculty expected to guide research-oriented M.Tech projects and support to publish a minimum paper in WoS/SCI/Scopus indexed journal.
- Any research proposal before the submission would be evaluated for its quality by the research committee headed by the Research Dean.
- Before submission, any research paper would be scrutinized for its similarity check/plagiarism. In this concern, faculties are bound to abide the guidelines issued by the UGC, time-to-time.
- Faculty members are permitted to act as resource person in any scientific events, guiding Ph.D. students outside the institute.
- Financial support for the open access fee against the good impact factor-based journal (only SCI/WoS) is provided to the faculty. The submission of an open-access journal is subject to approval by Research Dean

before the submission. After accepting the paper, the faculty has to submit the requisition with the necessary documents to the Research Dean concerned for financial support.

#### Consultancy Policy

- Faculty members are encouraged to collaborate with other institutions/universities in India and overseas for MoUs.
- The SCET encourages signing MoU's with industries related to different engineering and technology domains.
- The SCET encourages faculty members to understand the reality and requirements of the industries to acquire works from the industries.
- Faculty encourages developing low-cost innovative products for the society/ institutions/industries.
- Keeping the environment/ecological balance/economy/energy in mind always contributes technological support for the nation's progress.
- The coordinator of an industry-institute interaction cell (IIIC) will handle consultancy, research, and product development-related activities.
- The appointment of IIIC coordinator will be based on their industrial exposure in the various domains of the engineering and technology fields.
- A committee will be constituted for the smooth and rapid execution of industrial consultancy, research, and product development.
- Committee will have rights in selecting consultancy Incharge(CI)/Co-Consultant(Co) for the pre-determined work.
- The CI/Co must raise awareness and interest among students and faculty members in conducting research and consultancy work.
- As and when needed, the committee will frame the work's time, cost, venue, and procedural aspects
- The committee will have the authority to add or remove any Co members but not the CI.

The revenue sharing finalized by the committee is as follows

Expenses/Honorarium to CI/Co	50 %
Department concerned	30%
Support to the institution	20%

The revenue has to be distributed to the CI/Co concerned and the students involved engaged in the work.

## **IPR POLICY**

### Clause (a)

SCET will pay the complete patenting fee for the IPR owned entirely by SCET, and revenue sharing will be 60:40 for inventors and institute. In the case of multiple inventors, every inventor will get an equal share or as per already agreed terms. If SCET reassigns IP rights to inventors due to any reason, Inventors should reimburse patenting fees to the institute.

### Clause(b):

For IPR owned between SCET and agencies, as in the case of sponsored research, sharing of revenue and patenting fees will be as per the rules of the sponsoring agency, if the agency shares the patenting fees. If sponsoring agency is not sponsoring for patenting fees, Clause (a) will be followed.

### Clause(c):

For IPR owned between SCET and Industry, as in the case of collaborative research, sharing of revenue and patenting fees will be as per the agreement with the collaborating industry if the industry shares the patenting fees. If the collaborating industry is not sponsoring patenting fees, Clause (a) will be followed.

### **RESEARCH PROMOTION SCHEMES**

SN	Nature of Work	Incentives			
1.	Paper presentation in Conference/ Symposium/ Workshop/Seminar	Actual Registration Fees (yearly once) *Should not exceed Rs. 5000 per faculty member			
2.	Journal Publications	Scopus Indexed Journal		SCI Journal	
		Rs.3000		Rs.10000	
3.	Book Publications	Within SCET	Local Publications	Reputed National Publications	International Publications
		10% of the revenue generated	Rs.1000	Rs.2000	Rs.3000
4.	Consultancy Work	50% of the amount generated			
5.	Project Grants	Minor Project	10% of the amount generated		
		Major Project	5% of the amount generated		
6.	Incentives for pursuing Ph.D.	Registration fees concession, if registered in SCET & 10 days OD/year			
7.	Honorarium for Ph.D. Guidance	Rs.7500 after the Viva-Voce			
8.	Contribution of Management towards enhancement of Research and Development Activities	Rs.1,00,000/project *For Outstanding projects only			