

**Proposal for
University Industry Consultancy Policy**

**Central University of Rajasthan
Bandarsindri-305801**

Objectives:

- To create a data base on the needs of Industries, other organization and Deptt. of Govt. in the country and launch an Industrial Associateship programme
- To coordinate R&D projects between University departments and Industries in the area of Product/process development and technology transfer
- To assist in signing of MOU and development of IPR/patents by the University faculty based on their products and processes
- To offer testing/material characterization and certification facilities
- To offer training programmes for small/medium scale industries certificate/diploma courses relating to professionally oriented fields
- To develop specialized continuing education programmes for industrial and social action agencies

Structure:

- The UICC will be headed by a senior faculty of the University on a part-time basis as decided by the Executive Council on the recommendation of the Honourable Vice Chancellor. He/She is called as Dean (UICC). The single tenure of the Dean is three years.
- To assist the Dean, there will be an Executive Committee, comprising four members of the University faculty representing different areas, as nominated by the Honourable Vice-Chancellor.
- The Dean will have the powers to sign MoUs on behalf of CURAJ and appoint the requisite staff for the UICC and shall expand the infrastructural facilities, as and when required, subject to the approval by the Honourable Vice-Chancellor.
- The UICC will function in an office at a prominent place in the University campus at Bandarsindri-305801, District Ajmer.
- All the income generate by UICC will be maintained in separate account which will be jointly operated by Registrar & Dean UICC.

Guidelines for distribution and utilization of royalty received by the University for Technologies developed by the University Teachers:

- A. MOU (see Appendix) between the University and Industry should outline the royalty or payment terms negotiated by inventors assisted by UICC, CURAJ.
- B. The royalty or revenue received by the University directly from industry or through any other government agency may be shared as follows:

- a) 60% to the author(s), 15 % to the department/centre where the research was carried out, 25% to the UICC.
- b) The University share should go to a **UICC Reserve Fund** of CURAJ as a new budget head, which should be utilized for the development of departments in the campus as may be decided by the Hon'ble Vice Chancellor.
- c) The department's/centre's share should be utilized for the infrastructure/ up gradation/ maintenance of the departmental facilities where the work was carried out. The utilization of the fund can be discussed in Departmental Research Council and utilized under the guidance of HOD/Dean.
- d) Where there are more than one author/inventor, 50% of the author's share may go to the Principal Inventor (PI) under whom the whole programme was carried out and the rest may be shared among other inventors and other workers associated with the work. These people may not be inventor but may be associated with the work in other capacity. This distribution to each one, which may not equal to everybody, may be decided by the PI and submitted for the approval by the Honourable VC (CURAJ). In case where PI is the only beneficiary, he/she may authorize the University to directly give any part of his/her to anyone who may not be an Inventor but associated with work in any capacity, as per guidelines mentioned in various points.
- e) The revenue/royalty will be shared each time the University receives it.
- f) The beneficiary of the inventor's share must be or must have been an employee of the University either on permanent roll or on temporary roll, as project employee. Students who have contributed in the particular research work may also be given a share, as decided by the PI.

Revenue sharing is not necessarily concurrent with authorship. Mere assistance does not entitle one for authorship but may entitle for share in the revenue. Authorship is an acknowledgement of non-mechanical and intellectual contribution. Revenue sharing may be acceptable even for routine/mechanical contribution at the discretion of PI.

- g) If any of the beneficiaries including PI does not want to take his/her personal income, it can be deposited in an account called **Professional Development Account (PDA)** for that particular person. Revenue received for different technologies may be pooled in

one PDA of that person. The funds accumulated in the PDA for an individual can be utilized by that individual for the following:

- h) For purchasing books, subscription of journals.
- i) For procuring equipment for Research Equipment and data processing and data management such as computer, printer and printing material etc.
- j) For secretarial assistance and hiring technical and non-technical help, as required by PI.
- k) For filling applications for Trade Mark/ Patent
- l) For communication charges such as internet, telephone, fax etc.
- m) Fee to the membership of various societies.
- n) For hiring transport for local travel for official purpose for PI and associates.
- o) To pay in full or part for travel and other expenses for attending professional conferences in India or abroad by PI or other associates and to work in a laboratory for a short period of time.
- p) For the laboratory renovation including furniture.
- q) For hosting scientific meetings and symposia.
- r) To procure chemicals and instruments for laboratory.
- s) Or any other assistance required for the professional development of the individual inventor or his/her laboratory, as approved by the Hon'ble VC, CURAJ.

The expenditure for the purposes mentioned above will be done as per the rules of the University. Any unclaimed share (not claimed by the beneficiary within 3 months of notification) will go to the UICC Reserve Fund.

- C. In order to facilitate and strengthen of the University-Industry interaction, there may be consideration for taking up industry sponsored short/long term research/training programmes for interactive research or training or testing or service or for providing technical help and the fee may be charged under the following "Heads" as mutually agreed and forwarded by the HOD/Dean of the school and approved by the Honorable VC, CURAJ.

Consultancy Rules:

- Faculty members of the University may undertake consultancy or provide technical services to Industry, other organizations and Department of Govt. using, if necessary, the facilities of the University.
- The services/consultancy provided may be of the following types: I. Institutional Consultancy, II. Individual Consultancy and III. Technical services.
- Institutional consultancy relates to advice rendered to an industry/organization, or work done for them, by a department/group/individual on behalf of the University. The Principal Consultant will be identified by the Vice-Chancellor, or by a person authorized by him, namely the Dean.
- Service Consultancy may be University equipment, but consumables or other materials are not required.
- A request for consultancy services shall be received by the UICC on behalf of the University. It may, however, be received directly by a faculty member and forwarded to the UICC for its consideration.

Instruction to be followed for Technology Transfer and Intellectual Property

Rights:

With a view to encourage the teachers to file patent application on their innovations, motivate them to transfer their technologies for commercialization and facilitate them to reward their inventors, the following instructions will be followed.

1. In these instructions:

- “Institution” means CURAJ, where research work is carried out through funding by the Central/State Government.
- “Intellectual Property Rights” includes patents, registered designs, copyrights and layout design of integrated circuits, basic research output.
- “Inventor” means as employee of the University whose duties involve carrying out of scientific or technical research.

2. Inventions by University:

CURAJ shall take steps to seek protections of Intellectual Property Rights (IPR) to the results of research through R&D projects. While the patents may be taken in the name(s) of inventor(s), it will be assign to CURAJ. The CURAJ shall get its name entered in the Register of Patents as the proprietor of the patent. The CURAJ shall take necessary steps for commercial

exploitation of the patent on exclusive / non-exclusive basis. The CURAJ is permitted to retain the benefits and earnings arising out of the IPR. However, the CURAJ may determine the share of the inventor(s) and other persons from such actual earnings. Such share(s) shall be limited to 1/3rd of the actual earnings.

3. Inventions by CURAJ and Industrial concerns:

IPR generated through joint research by curaj and industrial concern(s) through joint efforts can be owned jointly by them as may be mutually agreed to by them through a written agreement. The CURAJ and industrial concern may transfer the technologies to third party for commercialisation on exclusive / non-exclusive basis. The third party, exclusively licensed to market the innovations in India, must manufacture the product in India. The joint owners may share the benefits and earnings arising out of commercial exploitation of the IPR. The CURAJ may determine the share of the inventor(s) and other persons from such actual earnings. Such share(s) shall not exceed 1/3rd of the actual earnings.

4. Revenue Sharing

Distribution of Testing, Consultancy and other revenue generated. The revenue generated through Testing etc. using the University Equipment may be distributed between the University and the staff involved including administration in the ratio of 50-50. The 50% amount to be distributed among the staff involved for the purpose may be decided.

Also, the revenue generated through testing, consultancy and revenue generating Executive Development programmes and other medium may be distributed between the University and the staff involved in the ratio of 40-60. The 60% amount to be distributed among the staff involved for the purpose may be decided.

5. Patent facilitating Fund:

The CURAJ shall set apart not less than 25 percent of such earnings for crediting into fund called Patent Facilitating Fund. This Fund shall be utilised by the CURAJ for updating the innovations, for filing new patent applications, protecting their rights against infringements, for crating awareness and building competency on IPR and related issues.

6. Information:

The CURAJ shall submit information relating to the details of the patent obtained, the benefits and earnings arising out of IPR and the turnover of the products periodically to the MHRD/UGC which has provided funds.

7. Review:

Initially these instructions shall be reviewed by the CURAJ after one year and thereafter, a period of five years.

a) Technical and consultancy fee:

This may be 60 -40% of the total project cost and should be deposited in PDA of the Principal Investigator and utilized as mentioned in the point B(g). This technical and consultancy fee is different than the consultancy fee mentioned in point D and the latter is actually the personal income of the teacher.

b) Equipment and Chemical charges:

This may be 60-40% of total project cost and the actual amount may be calculated based on the actual requirement. The funds will be utilized for providing laboratory supplies.

c) Institutional overheads:

This may be 20% of total fee charged in point 1 and 2 and will be used as per the laboratory rules.

Examples:

1. An industry may ask a teacher to test samples of ice-cream for various parameters, which may require his/her technical expertise along with instrument procured by the teacher or of the department. The fee may be charged for
 - (i) Technical advice
 - (ii) Use of instruments
 - (iii) Chemicals
 - (iv) University overheadPlus taxes if any.
 2. An industry may approach a teacher to optimize a protocol for the purification of a protein/ extraction of DNA.
 3. An industry may approach a teacher to test its product in comparison to other products.
- D. For consultancy/services 25% of the revenue should go to the University (University Development Fund) and 75% to the teacher concerned subject to a maximum of Annual Pay (B.P.+G.P.+D.A.). However, the balance of the excess amount can be put as (50% in PDA account & 50% in the concerned individual investigators Lab). There should be provision for depositing the consultant's (teacher's) share in his/her PDA. This will serve as an incentive for teachers to earn revenue for their professional development rather than their personal benefit.

Appendix

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into on theday of 20.....

BETWEEN

Details of company like name, locations, representative and abbreviated name etc

AND

Department of, University of Rajasthan, Bandarsindri-305801,
Rajasthan

Description of

Brief description of Company, objectives etc.

Description of CURAJ

CURAJ is a premier institute for post graduate education and research, established by an Act of parliament of India in 2009 as a central university. CURAJ is emerging as a top-ranking institute of higher education and research in India.

1. Offer and Acceptance for intended purpose

What two partners (Company and CURAJ) want to do.

2. Definitions

In this Agreement, the following terms shall have the following meanings:

- a. Disclosing Party: The party providing the required, relevant technology to the other party under this MOU.
- b. Receiving Party: The party receiving the required, relevant technology furnished by disclosing party under this MOU.

3. Administration

The Authorized signatories of both CURAJ and Company shall manage this MoU and all endeavours that derive from it.

4. Confidentiality

The parties will share certain Confidential Information to develop new or improved products and services. Both parties will maintain the confidentiality of the collaborative work that is being carried out by the recipient with respect to the commercialization of the technology.

5. Other Obligation

The parties acknowledge that the relationship will be a collaborative one and that neither party is an agent of the other.

Both CURAJ and Company can define other obligations of mutual interest under this section.

6. Reports/ Documents

CURAJ undertakes to provide all the necessary/ required information/ documents/ as necessitated by the regulatory authorities in India for conducting research, trials and other studies in India before commercialisation.

7. Miscellaneous terms

- a. This Agreement is exclusive to the Parties and may not be assigned or transferred by a Party, in whole or in part, without the prior written consent of the other Party, which consent may not be unreasonably or arbitrarily withheld.
- b. This Agreement shall not be construed as representing any commitment by either Party to enter into any business, licensing, cooperation or other type of agreement.
- c. Should any part of this Agreement be declared invalid by any Court of competent jurisdiction for any reason, such declaration of judgment shall not affect the validity of the rest of the Agreement, which shall remain in full force and effect to the fullest extent provided by law.

8. Arbitration

In case of any dispute, which cannot be resolved mutually, the same shall be referred to an arbitrator to be appointed with mutual consent and who is having sufficient related technical knowledge as per the provisions of the arbitration and conciliation act 1996. Place of jurisdiction is at Ajmer/Jaipur (Rajasthan).

9. Liability

Each party undertakes to indemnify and hold harmless the other party against any claim or expense, legal or otherwise, made by third parties in connection with accidents or losses suffered during the performance of the services and/or duties required under this agreement. Moreover, both parties agree to take out a suitable insurance policy to cover any liability which may arise in connection with this agreement.

Executed as an Agreement

Signed for and on behalf of **Company**
by its duly authorised officer in the
presence of

Signature of Authorised Officer

Signature of witness

Name of Authorised Officer

Name of witness (print)

Office held

Signed for and on behalf of **Central
University of Rajasthan** by its duly
authorised officer in the presence of

Signature of Authorised Officer

Signature of witness

Name of Authorised Officer (print)

Name of witness (print)

Office held