



National Institute of Science Education and Research, Bhubaneswar



RESEARCH & DEVELOPMENT MANUAL



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National Institute of Science Education and Research

Bhubaneswar

**NATIONAL INSTITUTE OF SCIENCE
EDUCATION AND RESEARCH,
BHUBANESWAR**



**Research and
Development Manual**

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1. Overview

Since its inception, NISER has been striving to develop itself into an institution of excellence in education and research in consonance with the contemporary and future needs of India through meaningful education, original research of the highest standard and leadership in technological innovation for the industrial growth of the Country. With the path-breaking innovations in both its curriculum and research, the Institute is rapidly gaining a legendary reputation globally.

The research philosophy has progressed from inter-school collaboration, to inter-institutional partnerships at national and international levels. The scope and scale of research has substantially evolved from the era of student theses to funded projects to interdisciplinary research programs at national and international levels.

In addition to offering formal Undergraduate and Post-graduate Programs in basic and applied sciences, the Institute actively encourages its faculty to undertake sponsored and consultancy research projects in order to strengthen the research profile of the Institute. NISER provides an excellent environment for research and development activities. These projects are very important for maintaining external and global linkages and are also a source of revenue for the Institute.

These are coordinated through the Dean, Research & Development. An account is maintained with the R&D Cell/Accounts Section of the Institute for each project. Various aspects of project management, i.e., initiation of proposal, opening of an account with R&D, Project staff appointment, purchases and hiring, travel, submission of report etc. are routed through the R&D Cell. The procurement for R&D projects is processed by the Stores & Purchase Section (R&D) in accordance with the purchase rules of the institute.

Faculty members are also encouraged to collaborate with other faculty members of NISER and other researchers of various Institutes for carrying out research in area of his / her expertise and other multi-disciplinary areas both nationally and internationally. The area of expertise and research interest of individual faculty members of NISER can be obtained by referring to the websites.

2. Research and Development Cell

Research & Development Cell is headed by Dean, Research and Development and set up to provide specialized administrative and managerial support for the operation of sponsored research, consultancy and other R&D related activities of the Institute.

The R&D Cell facilitates interaction with external agencies, both at national and international levels. It also promotes and manages Institute-Industry interactions and all externally funded research and development projects as well as patents. The R&D Cell acts as a liaison between the Institute and funding agency to undertake sponsored projects.

3. Research Advisory Committee (RAC)

Research Advisory Committee (RAC) has been constituted with the approval of the Board with approved mandate and responsibilities of providing impetus to the Institute research and development activities, with the Director of the Institute as the ex-officio Chairperson. The Dean of Research and Development will be its Associate Chairperson who will be responsible for carrying out day to day administrative functions of the Committee, apart from discharging the duties as Head of R&D Cell.

It has representation from all schools and inter-disciplinary programs. The body has become a vibrant entity to discuss policy matters and the Institute receives the first level feedback from the faculty. RAC members highlight shortcomings in procedural matters and thus sharpen the performance of the R&D activities of the institute. For their involvement in R&D activities, Dean(s) will be entitled for honoraria as approved by the Board, the expenditure for which shall be met from the Institute overheads.

4. Research and Development Activity

The Institute's R&D activity aims at innovation and technological development through academic and research collaborations with universities, governments and industries to meet the immediate as well as futuristic needs of the society and industry.

The Institute faculty, research staff and students conduct research with goals and objectives ranging from intellectual curiosity, addressing contemporary challenges, developing technology, or writing scholarly publications. The Institute gains immensely from these activities and in fact, thrives on faculty quest. The Institute's standing in the world as one of the reputed and prestigious institutes, rests squarely on its performance in the research domain. Consequently, the Institute has facilitated a healthy ambience for research – both in terms of state-of-the-art infrastructure and scholastics.

The goal of our Institute is to encourage and cultivate an environment to carry out fundamental as well as applied research activities in the professional fields. Accordingly, the members take initiative to work on local, regional, national and global challenges and to try to find amicable solutions to mitigate them by using efficient techniques.

- **Research Idea:** Generate a list of best ideas from research area in which one is interested. As a Principal Investigator (PI), one should take into account his/her professional interest in identifying new and important research questions. Organization of brainstorming with a group helps in terms of idea mapping. Moreover, identifying ideas that are innovative in which one will be comfortable requires refinement of his/her research idea in terms of its implementation ability within the availability of scarce resources. One could establish an internal review panel as a team to discuss the efficacy of the proposed study. The team will concentrate on the improvement of scientific content of the proposal.
- **Funding Agency:** One needs to learn about the funding agency in terms of its mission, research priorities, available financial resources, recent awards and current announcements. Faculty should initiate interaction with the individual or agency and seek required information on matching of the research Idea and objectives of the agency. Faculty needs to read and analyze the solicitation of the agency's grant application.

5. Type of Research Projects

[1] Sponsored Research Projects

Sponsored project refers to one in which the PI does not charge honoraria/consultation fee. Amount may be used by the PIs as approved in the respective budget head by the funding agency. A faculty may like to approach various national and international funding agencies and industries for sponsored projects in the areas of the desired research interests. For a project sponsored by a government agency, no honorarium in any form can be claimed.

[a] Individual Research Projects

The Institute encourages investigation of basic and applied areas of science and technology, high end technology development in the form of sponsored projects. Research grants for such projects are given by government agencies and industries (both national and international). These projects are usually of 3-5 years duration with periodic appraisals, while research objectives and goals may be refined along the way.

[b] Collaborative Research Projects

Faculty may also participate in collaborative projects with other domestic or foreign partners. In such projects, even though there may be an overall project, there must be a separate budget and scope of work statement to be done by the faculty and staff of the Institute. The summary statement provided to the Institute should be based primarily on the portion to be done by the Institute. The Institute will treat this like any other sponsored project.

After the cost of the project has been received, the R&D Cell will assign a project/job number and inform the same to the PI, Chairperson of the concerned School and accounts section (dealing with R&D accounts). This completes the process of initiation of a project. The Institute soon after receiving the sanction letter and funds from the Sponsoring Agency allows the Project Investigators to initiate the project work by duly hiring the personnel, spending on consumables, using the infrastructure, manpower and resources of the Institute.

The money received through Grants is parked in the Bank Account held by the Institute. Neither the Institute charges any interest from the Funding agencies in case of delay in reimbursement of expenditure or transfer of the Funds pledged by the agency towards the execution of the Projects by the PIs of NISER.

Essential Guidelines:

- **Project responsibility:** These projects are headed by a Principal Investigator (PI), and may have Co-Principal Investigators (co-PIs)/ Administrative PI (to operate the project, in case PI is out of station) and the deliverables are the responsibility of the PIs.
- For each sponsored project, the entire expenditure for the operation of the project is required to be met out of funds provided by the sponsoring agency. The responsibility for operation of the project lies solely with the PI.
- **Preparation and Submission of the Proposal:** The project proposal should be formulated according to the format prescribed by the concerned funding Agency and submitted to the R&D Cell of the Institute for further processing. No R&D proposal shall be submitted by the PI directly to the funding agency. In such an event, the Institute shall not permit the continuation of the project by the PI, using its own platform and resources. The format is available at the respective website of each Funding Agency. A list of websites of various funding agencies is given at **Schedule A**. *However in the*

absence of any prescribed format by the funding agency a general format containing the details of a project proposal is provided below for guidance (the form for submission of the project proposal to R&D Cell for processing is given at **Schedule B**):

- **Proposal Description: Title:** It is the summary of the proposed study. It shall be a good match to the proposed themes of the funding agency. Moreover, it should be easily remembered by the reader cum reviewer.
- **Summary of the Proposal:** One needs to highlight the aims and overview of the research plan. It should demonstrate the importance of the study and generate interest to the reviewer.
- **Research Statement:** Faculty should incorporate the relevance of the proposed study, the focus of the study and a rational plan to achieve the study goal(s).
- **Objectives:** The proposal should establish the overall direction of the proposed study. In the case of several objectives faculty should state the action, the behavior and the standard against which it will be measured.
- **Literature Review:** Faculty needs to incorporate important work in a concise manner in the proposed study. In addition, faculty should try to advance the knowledge.
- **Study Design:** It shall be simple and clear. Moreover, the design should be based on the objectives study. Pl's may need to discuss with the expert in research methods, if necessary, to obtain suggestions on sample design, data measurement, collection and analysis.
- **Ethics/ (Intellectual Property Rights) IPRs:** Funding agencies are concerned with ethical issues of the scientific experimentation on humans, animals, etc. Pls are responsible for upholding academic integrity. (The detail IP Policy, Contract and Draft agreement/MoU guidelines are given at **Schedule C & D**). All contracts have to be signed by the Dean (R&D) with the approval of the Director.
- **Viable research budget and term:** It consists of direct and indirect (contingency, etc.) costs of the proposed study. Moreover, provide rationale for each budget item within the lines of the objectives of the study. It is advisable to seek assistance from the concerned staffs of the R&D Cell of the Institute. It is necessary to check the calculations before submission to the funding agency.

- **Benefits to the academia and the society:** The proposed study should contribute to the knowledge base and find solutions to the society's problems. The relevant design and finding of the study should be disseminated to the targeted groups of the society. The information sharing strategy could be worked out in consultation with stakeholders.
- **While making an estimate of the funds required for a project, the following budget heads should be taken into account:**
 - (a) Salary of Project Staff (with designation) including Ph.D students*
 - (b) Equipment
 - (c) Consumables
 - (d) Travel (domestic & international)
 - (e) Contingency
 - (f) Overheads (@20% of project cost)**

* **Payment of Salary:** While making an estimate for the budget head under salary, the P.I has to specify the position depending on the nature of research. The proposal once made for one category of staff could not be changed or altered. The proposal need not show multiple categories of staffs, but multiple numbers of staffs under different category could be proposed, depending upon the need and nature of research. Apart from usual project staff such as, PDF/RA/Project Fellow (JRF/SRF) etc, P.I can also engage/hire regular contractual support staff for the duration of the project, for project work on payment basis for which specific provision has to be made in the budget. The payments to PDF/RA/ Project Fellow (JRF/SRF) etc be made as per their entitlement as notified by the funding agency from time to time commensurate with their qualification/experience. The payment for other supporting staffs hired for the project is made in accordance with the Institute's policy from time to time. The expenditure involved shall be met from the project budget provision under the salary head. Regular project staffs appointed under the project are not entitled/eligible for Honorarium/OTA.

****Payment of Honorarium or O.T.A:** The PI/Co-PI shall make special provision in the budget, for payment of Honorarium/O.T.A for the regular staffs of the Institute associated with the R&D Cell and other sections/ departments associated with R&D activities, for rendering necessary administrative support to the project. The expenditure involved shall be met from the project budget provision under the Institute Overheads

(Honorarium/OTA). The payments are made as per their entitlement/grades to be decided by the Dean (R&D) of the Institute. Dean (R&D) is the competent authority to sanction such Honorarium/OTA.

- **Overheads:** Overheads are presently calculated @20% of the total project cost. Please refer the guidelines shown at **Schedule F** in the manual.
- Proposal needs to be necessarily forwarded by the Chairperson of the School and submitted to the Dean, Research & Development for approval along with the hard copy of the proposal for R&D records.
- Endorsement is printed on the Dean's letterhead, and is signed by the PI, for onward submission to the funding agency.
- A proposal that satisfies all the conditions, particularly of the overheads, will be approved and forwarded by the Dean, R&D to the funding agency. Any deviation from the norms will have to be discussed and explicitly approved for relaxation. The **approving authority for any relaxation is the Research Advisory Committee on recommendation by the Dean, R&D.**
- The R&D Cell will make a suitable record of the proposal, and then send the Project proposal to the concerned agency. Alternatively, it may be given to the PI for forwarding it to the agency.
- The hardcopy and softcopy of the proposal will also be sent to the R&D Cell for records.
- IPR (Intellectual Property Rights) issue: All IPR related issues are agreed between the Institute and the funding agency. Preferably, IPR will be jointly shared by NISER and the funding agency. The detail IPR Policy of the Institute is given at **Schedule C & D** in this Manual.
- MoU/Agreement preparation: The funding agencies generally have to submit the draft copy of the MoU/Agreement after sanction of the project, to be entered between the Institute and the Funding agency.
- After completion of the project, final project completion report should be submitted to the funding agency.
- A completion certificate should be obtained from the funding agency by the P.I, for successful completion of the project based on which project account will be closed. Project file will be closed with the submission of final project completion report and

disbursement of all committed expenditure including honoraria, institute overheads and service tax.

[2] Consultancy Projects

The Institute has expertise in various research areas to provide knowledge and intellectual inputs which are of interest to the industry. The institute encourages Faculty to undertake consultancy work. The work should enrich the professional experience and the knowledge as a faculty member of this Institute.

The Institute considers carrying out consultancy projects as an important activity to achieve one of its objectives in contributing to the country's industrial growth. It also benefits the concerned faculty member and the institute in several ways, in addition to providing much needed service to the industry. The projects provide a firsthand knowledge of the current problems of industry, which is very helpful in tuning the curriculum to the industry's needs. The faculty members get an opportunity to apply their ideas on practical systems. The students working on these projects are exposed to practical experience useful in finding better jobs towards the end of their studies. Finally, the consultancy projects provide financial incentive to faculty, staff and students.

A faculty can also undertake routine or non-routine testing projects, which are required by industries/utilities for the performance evaluation of their specific products. The testing projects involve utilization of institute laboratory facilities. Institute, however, discourages undertaking any certification work, unless certain facilities of the institute are recognized by appropriate authority for this purpose.

Each consultancy project will have a Principal Investigator (PI) or Principal Coordinator (PC) and/or Co-PI/PC, if required. Industrial organizations usually approach the Institute for consultancy work through a faculty member or a functionary of the Institute (i.e. Dean, R&D or Director). When a faculty member is approached for the work, he/she will be the PI. If he/ she do not wish to be the PI or if the project is referred to a functionary, the PI would be identified through appropriate discussions.

Essential Guidelines:

- A consultancy project is one, where faculty and research staff provides knowledge and intellectual knowledge to industry (within India/outside India), primarily for their purposes. This is effectively a contract work in which all outputs belong to the sponsor.

- It is desirable that all payments by the funding agency for consultancy be routed through the Institute. This means, that whenever payments are received, they should be received by the Institute, which will then do the needful for compliance with statutory laws and then release the honorarium to the faculty/staff as the case may be.
- The requirement originates from the industry concerned. The faculty is expected to estimate the time and cost required to accomplish the task.
- **Preparation and Submission of the proposal:** Normally based on the requirement, proposal is prepared by the PI. It should specifically mention breakup of funds, normally consultancy fee as the primary component. It may also have budget for supporting manpower, equipment, travel contingency and other such costs to execute the consultancy project, as is being done for collaborative research projects.

The PI will be responsible for the following:

- Formulating the project proposal which may include (i) planning of the work to be done, (ii) estimating costs according to the guidelines provided and (iii) identifying other collaborating partners/coordinator and consultants, if necessary. The project proposal prepared by PI will be forwarded to the client through the Dean, Research & Development.
- Execution of work.
- Handling all communications with the clients after the project has been accepted.
- Submission of *intermediate/project progress report* and final project completion reports as agreed in the project proposal.
- Making recommendations to the Dean, R&D regarding the expenditure from the project funds and honoraria to be paid to faculty, staff and students.

The Institute requires the total cost of the project to be paid by the client, in advance, before the work commences either in lump sum or in phases not exceeding three. In case the project is to continue for more than a year, the Institute may permit, at its discretion, commencement of work with only yearly cost deposited in advance. All payments from clients will be received by the Institute. The expenditure and disbursements will be made as per the Institute norms.

After the cost of the project has been received, the R&D Cell will assign a project/job number and inform the same to the client, PI, Chairperson of the concerned School and accounts section (dealing with R&D accounts). This completes the process of initiation of a consultancy project.

Project file will be closed with the submission of final project completion report and disbursement of all committed expenditure including honoraria, institute overheads and service tax.

Service tax is subject to periodic revision by the Government of India. Service tax is not deducted on projects, if the funds are received in foreign currency. Service tax on equipment is not chargeable, in case equipment is to be returned to the funding agency/organization after completion of the project. This should be clearly spelt out in the MoU/proposal itself.

Budgetary Norms for Consultancy Projects:

From the total budget of the consultancy project applicable rate of service tax (subject to revision from time to time) as per GOI norms has to be deducted, which would be deposited in the Government account, in addition to the Institute overhead (current rate is 25% of the total amount for consultancy projects). The project investigator (PI/PC) will provide the break-up of the project amount at the time of submitting the proposal and also while opening the account. Estimates for the above expenses should be carefully prepared by the PI keeping in mind other market rates for equipment, material and services R&D norms for salaries, commercial rates for computer usage, etc.

Cost of a consultancy project will consist of two parts viz., actual expenses, and consultancy fee/ honoraria up to a maximum of 40%, which is to be transferred to P.I/PC, if approved under the project. The actual expenses should cover the following costs related to the project:

- Permanent equipment to be procured.
- Consumables to be used.
- Computational charges (at commercial rates)
- Charges to be paid for the use of specific equipment in the School(s) of the Institute @ 10% of the project cost, excluding institute overheads, service tax, honorarium and salary of project staffs/manpower.
- Contingency expenses to cover cost of supplies, preparation of report, typing, drafting, stationery, reproduction, literature (books,

journals, membership fee of professional societies), postage and telephone (including rental and STD/ trunk call bill of telephone at residence) and other miscellaneous expenses.

- TA/DA to cover site visits, meetings outside the Institute and the participation in conferences within India or abroad. The most expeditious and convenient mode of travel should be used to minimize the period of absence from the Institute in accordance with existing rules of the Institute for TA. DA will be paid as per Institute rules. Actual lodging expenses, in addition to full DA, will be paid on production of receipt, as per the institute R&D office norms. For each site visit, a fee will be charged at a rate specified in the project proposal.
- Faculty members going out of town on consultancy work will be treated on duty subject to a maximum of 30 days in a year.
- PI and other investigators will be permitted to use project funds (of one or several projects) for participation in conference/ workshops/ seminars within India and one conference/ workshop/ seminar outside India in a year. Normal Institute rules will be applicable for attending conferences/workshops and payment of TA/DA for such participations.
- Salaries of project employees/honoraria to other supporting staffs.
- Administrative expenses for providing infrastructure for execution of project and to cover indirect expenses. The Institute will charge overhead towards administrative expenses at the rate of 25% of the total project cost (excluding the service tax).
- The 50% of the overheads from consultancy projects is transferred to the respective R&D overhead account of the Institute and the balance 50% to the concerned **Departmental Promotion Account (DPA)**.
- Any other cost.

For consultation fee/ honorarium to be paid to faculty members and supporting staffs of the institute engaged in such project, it is up to a maximum of 40%, if approved under the project. This depends upon several factors such as importance of advice, expertise available in the country, experience of the faculty, etc.

The Institute will undertake routine and non-routine testing jobs at standard fee or at the charges estimated by the faculty member who will supervise the testing work with applicable rate of service tax. The

testing fee charged from the client will be divided into three equal parts for Institute overhead, R&D Fund, and distribution to faculty and staff assisting in the project. It is, however, expected that the permissible amount may be distributed to faculty and staff in case of non-routine testing jobs and only to staff members for routine testing jobs.

Institute will have a **Professional Development Fund (PDF)** in which part of overheads from the ongoing projects and honorarium out of outreach activities, etc. can be transferred and utilized for professional development activities.

Limitations:

Despite the fact that consultancy projects are encouraged by the Institute, it has some limitations as follows:

- The time spent by faculty/ staff members on consultation work should be limited, on an average, to one day a week.
- Absence of faculty/staff member on consultancy work from campus should be limited to 30 days in a year, which should normally not exceed 7 working days at a time in a semester.
- It is expected that only those consultancy projects will be accepted by the Institute, which provide challenge befitting professional competence of the faculty members. Sufficient caution also needs to be exercised to ensure that consultancy projects do not interfere with the normal duties of the faculty members.

[3] International Project:

- Funds are received in foreign currency;
- Service tax is not applicable;
- The research collaboration of NISER with the other party/funding agency should be in conformity with the laws of both the Countries and/or International laws as the case may be.
- A MoU/agreement that satisfies all the conditions, particularly of the overheads, service tax will be approved by the Institute. Any deviation from the norms (e.g. reduction of overhead) will have to be discussed and explicitly approved. The approving authority for any relaxation is the Research Advisory Committee duly recommended by the Dean, R&D.
- The copy of the proposal will be sent to the R&D Cell for records.

- IPR issue: All IPR related issues are agreed between the Institute and the funding agency. Preferably, IPR will be jointly shared by NISER and the funding agency.
- MoU/ agreement preparation: Institute has approved guidelines for drafting MoU/Agreement.
- When MoU is clear from all angles and acceptable to both the parties, it is sent to the Director, NISER for approval.
- After approval, PI/Dean, R&D/Director, as the case may be sign the MoU.
- **Project responsibility:** These projects are headed by a Principal Investigator (PI), and/or may have Co-Principal Investigators (co-PIs) to operate the project, in case PI is out of station and the deliverables are the responsibility of the PIs. The Institute provides the PIs necessary support.
- After completion of the project, final project completion report should be submitted to the funding agency.
- A completion certificate should be obtained from the funding agency for successful completion of the project based on which project account will be closed.

Essential Guidelines:

- The procedure for overall operation of the project is similar to that of consultancy project.
- The MoU/agreement should be submitted to the Dean, Research & Development (after getting it forwarded by the Chairperson of the School) for Signature. Forwarding is required to ensure that sufficient resources are available, and the project can be executed.
- A MoU/agreement that satisfies all the conditions, the service tax as applicable will be approved immediately. Any deviation from the norms will have to be discussed and explicitly approved. The approving authority for any relaxation is the Research Advisory Committee on the recommendation of the Dean, R&D.
- The Office will make a suitable record of the proposal, and then submit the project proposal to the concerned agency. Alternatively, it may be given to the PI for forwarding it to the agency.

- The copy of the proposal will be sent to the R&D Cell for records. The Dean R&D is the competent authority for approving all project proposals.
- Overheads and service tax: Special care has to be taken for calculation of overheads. Service tax at applicable rates is deducted. Service tax is not deducted on projects funded by agencies outside India and funds are received in foreign currency.

[4] Special Grants:

Sometimes, there are special grants given to the Institute for purposes like grants for infrastructure improvement, lab improvement, conference (from DST/CSIR etc.), donations (e.g. alumni), etc., where no direct deliverables are envisaged.

- Such grants may be treated as a project for operational reasons. For such projects, the Institute overheads may be decided by the Director of the institute. The decision will be taken by the Director, NISER on a case-to-case basis in consultation with the Dean, R&D.

[5] Travel Grants (National/International Travel under the project):

- Travel support is given by funding agency for specific travel. All travel expenditures are paid out of this account.
- The Principal Investigator and others associated with the project can travel for professional work to places within or outside the country. For the travel to be supported through project funds, Institute rules for travel entitlement will apply, and will be subject to availability of funds under budget head “travel” of the project.
- International travel for project associated activities is allowed only if such provisions exist in the budget approved by the sponsoring agency of the project, otherwise concurrence of the funding agency has to be obtained before such travel. Prior approval of the Director (through Dean, R&D) is required for travel abroad. All other formalities of the institute for undertaking such foreign travel have to be fulfilled.

Approval for taking advance

- The PI can use the funds from the project for taking advance. Request on the prescribed form shall be submitted for approval. A T.A advance form for such visits can be submitted to Dean, R&D alongwith the approved leave for financial approval and onward submission to accounts section maintaining the R&D accounts. All

the entitlement/eligibility is as per sanction of the funding agency, in the absence of which Institute rules shall prevail. Such claim should be submitted within 15 days from the date of completion of return journey.

- For travel to nearby places, taxis may be hired. Reimbursement will be made as per the Institute's rules. For such travel, the class of travel will be as per his/her entitlement in the Institute depending upon availability of funds in travel head.
- Any relaxation of entitled norms requires approval of the Director of the Institute on recommendation by the Dean, R&D.

[6] Professional Development Fund (PDF):

Faculty members at NISER Bhubaneswar are involved in carrying out Sponsored Research, Consultancy, outreach activities, etc. which need extra efforts and time. To encourage these activities, institute have a provision for maintaining a Professional Development Fund (PDF) in which part of overheads from the projects and contributions out of outreach activities can be transferred and utilized by the faculty members for their professional development activities. PDF is created for faculty, research staff and other Group A staffs. Incomes in PDF are largely due to some other activity of the members.

Source of funding into PDF

Funds into PDF can be transferred from any of the following sources.

- 50% of the Institute overheads charged from the sponsored research projects.
- 50% of the Institute overheads charged from the consultancy projects.
- Any leftover amount from a consultancy project, which a PI does not wish to draw as honorarium.
- Amount transferred from Continuing Education/outreach Programme in lieu of lecture honorarium, software/technology transfer fees, royalty etc.
- Funds received towards many known fellowships such as J.C.Bose/Ramalingaswami/Ramanujan/Rajaramana/Bhatnagar /etc. Or any newer fellowships instituted by different bodies, the expenditure for which are governed by the prescribed norms, procedures, rules and regulations of the funding agency.
- Any other similar amount with the recommendation of P.I and Dean, R&D with approval of the Director.

Utilization of PDF

The following are the operation procedure and types of expenditure permissible from PDF (only after the funds are transferred to individual PDF account):

- The expenditure will normally be governed by the rules and regulations of the institute.
- TA/DA and registration fees for attending national and international conferences.
- Membership fees for professional societies.
- Purchase of professional books, subscription of journals and also cost towards publication of journal.
- Purchase of PCs/Laptops and computer accessories.
- Up gradation of computer hardware, software and peripherals for use by the faculty as per the working requirements.
- Purchase of lab furniture.
- Consumables, chemicals and small lab. Equipments.
- Any other purpose with the recommendation of Dean, Research & Development and approval of the Director.
- No cell phone, mobile & accessories, electronic gadgets are permissible.
- No honorarium can be drawn /paid from this account.
- All purchases and expenditure shall be made from the PDF account following the R&D/Purchase guidelines/rules of the institute. The procured items shall be properly accounted for and shall remain the property of the institute.
- Hiring of temporary personnel to work in the Project.

Retention of personal computer and accessories purchased from PDF funds, by the academic staff on superannuation of service on the following terms and conditions is permissible:

- The faculty should have served the Institute for a minimum period of 10 years before superannuation/resignation and should have purchased the personal computer, printer and scanner from PDF. The equipment should have been used by him/her for at least a period of 3 years before the date of superannuation/resignation.

- However, a token amount of 5% of the cost of the equipment or buy-back value fixed by the vendor, whichever is lower, shall be charged from the staff member when procured from PDF.
- Only one computer (either a laptop or a desktop), one printer and one scanner shall be allowed.
- No other equipments, furniture, books, etc. procured through PDF shall be retained by the faculty, research staff and other Group A staffs of the institute.
- The PDF has to be operated by the Dean (R&D) along with the individual faculty. The amount cannot be transferred to any other account or to another institute (individual share), when a person is leaving NISER Bhubaneswar and joining other organization.
- The PDF will not be allowed for operation/use by an individual (faculty/research staff) in case a person is on long leave or short leave or leave on "Foreign Service Terms" or on extra-ordinary leave. He/she may, however, be allowed to use the PDF, while on sabbatical leave.

[7] Department Promotional Account (DPA)

Chairperson of the School operates DPA.

Credits in the DPA:

The following may be credited into the DPA:

1. 25% of the overheads collected from sponsored research projects of the faculty of the concerned School.
2. 30% of the overheads collected from consultancy projects of the faculty of the concerned School.
3. 30% of the overheads collected from courses conducted by the faculty of the concerned School within NISER, Bhubaneswar, including summer courses.
4. 15% of the overheads collected on the Conferences/ workshops/ symposia organized by the concerned School.
5. Interest earning of Endowment Fund Account, if any.
6. Conference balance, if any.
7. 33% of balance receipt of testing.

Utilization of DPA

The DPA can be utilized for the following purposes:

1. Creation of any facility for operation of high end equipments.
2. Taxi fare, travel reimbursement to guests visiting the School.
3. Telephone charges, if any of the School
4. Purchase of equipment for the concerned School.
5. Contractual payment for work assignment.
6. Office administrative expenses (stationary, cartridge) of the School.

Any such purchases made from the DPA, shall be the property of the institute and R&D/Purchase guidelines/rules of the institute shall be followed.

Summary of Resource Distribution in the Institute:

			OVERHEADS SHARE OF UNITS		
Sl. No.	Nature of the Project	Overheads %	Institute	DPA	PDF
1	Sponsored Research	20%	0.50 A	0.25 A	0.25 A
2	Consultancy	25%	0.70 A	0.30 A	NIL
3	Courses (within NISER)	15%	0.70 A	0.30 A	NIL
4	Conferences/ Workshops/ Symposia	15%	0.70 A	0.15 A	0.15 A
5	Courses (outside NISER)	15%	0.70 A	0.30 A	NIL
6	Testing Fee	34% + 33% + 33% = 100% (Total)	34 % of Total receipts	33 % of Total receipts	33 % of Total receipts

* **A** : Overhead

[8] Guideline for Operation of Project Funds:

The funding agency normally sends the first installment of the grant along with the sanction letter. The P.I while claiming second/subsequent installment of grant, should certify that the expenditure claimed under

different heads has actually been, incurred and utilized properly during the period for which the payment was claimed and further that the grant has been exclusively utilized for the purpose for which it was sanctioned. This utilization certificate should be submitted by the investigator to the Dean, R&D, who will certify the same and forward to the accounts section who maintains the R&D Accounts/Grants of the institute in the following manner:

- The statement of accounts and utilization certificate should be signed by the P.I and countersigned by the Dean, R&D, certified by the Finance Officer of the Institute and sent to the P.I for onward submission to the funding agency under intimation to R&D Cell. The format prescribed by respective agencies could also be used for the said purpose.
- An audited statement of accounts and utilization certificate duly certified by the statutory audit authority of the Institution should also be sent on completion of the research scheme.
- Any unspent balance from earlier payment lying with the Institution at any time due to termination/resignation of the fellow, etc. should be adjusted before claiming the subsequent grants or else refunded to the funding agency.
- Grants received for the research scheme from the funding agency will have to be maintained separately with accounts for each research scheme.
- All equipment, books, etc. purchased out of the grant will have to be entered into the R&D Stock Register maintained by the Institution and also in a separate Register maintained by the Investigator and certified by the Chairperson of the School.
- The P.I will be responsible, for the safe custody of the equipment purchased out of the grant.
- Items of equipment should be purchased on competitive tender basis.
- A list of equipment purchased may be appended with the renewal application. The name, description of the equipment, cost in rupees, date of purchase and the name of the supplier, may be given in the list. The main purpose/function of the equipment may also be mentioned against each item.
- Equipment should be purchased within 3 months from the date of receipt of the first financial grant.

- After the termination of a scheme, the Institution may retain the equipment, books, etc. purchased out of the grant. They would normally become the property of the Institution on the condition that the Investigator/Fellows/Associates shall enjoy free and unfettered use of these until the completion of the project.
- The books purchased out of the contingency grant will become the property of the institution library and after purchase may be issued to the school/faculty after accession, till they are needed.

[9] Submission of Progress Report:

The responsibility for the operation of the project lies with the P.I. It is his/her responsibility to prepare/submit regular progress reports, statement of expenditure, utilization certificate, etc. to the funding agency through the R&D Cell.

The P.I is required to submit progress report of the project to the funding agency at specific intervals, say annually. The accounts section of the institute dealing with R&D Accounts can be requested to provide provisional statement of accounts of the project at any time during the operation of the project and funds utilization certificate annually.

[10] Auditing of Funds/Issue of Utilization Certificate:

Every financial year, the R&D accounts are to be audited by a Chartered Accountant approved for the purpose (including the external/internal audit party). It is also open for audit by the CAG of India, which covers all the project accounts and to give a certificate mentioning accounts are in order and are maintained according to best accounting principles.

The funding agency demands utilization certificate from time to time. The PIs shall coordinate with the Office of the Dean; R&D. P.I should verify the expenditure in consultation with the Accounts section of the Institute dealing with R&D Accounts and subsequently forward it to Dean, R&D for approval. Any format other than one available, as conveyed by the agency can also be submitted by the PIs for the approval of Dean, R&D.

Funding agencies will not release the funds for the following year without UC/SE and annual progress report. Based on the audited statements, utilization certificate of individual project is prepared, which may be sent to the funding agency by the PI. The UCs is to be stamped as "expenditure pre-audited".

[11] Final Project Completion Report:

The principal Investigator is responsible for submitting the final report of the work done on the project within one month of the completion of the project along with the financial statements and copies of the report. Copies of the report will be submitted by the P.I to the Dean, R&D for sending it to the funding agency. Any format other than the one available, as conveyed by the agency can also be submitted by the PIs for the approval of Dean, R&D.

[12] Recruitment of Staff/Fellow under the Projects and other conditions of service:

The fellow/staff can be appointed under the various projects and R&D Cell as detailed below,

A. Regular Selection for Project Fellows (through advertisement for the duration of the project):

- (i) Appointments in the sponsored/consultancy projects can be made on the basis of posts sanctioned by the sponsoring/funding agency for the approved period only.
- (ii) Appointments in the sponsored/consultancy projects shall be processed only on receipt of grant, not on the basis of sanction of the project.
- (iii) All appointments in the projects shall be purely on temporary basis, only for the duration of the project.
- (iv) The following selection procedure shall be followed in the project appointments:
 - (a) An advertisement shall be published on the institute web-site apart from publishing it in a national & local daily (only on request of the P.I) stating the required educational qualification and experience, etc. (The essential qualification mentioned by the funding agency shall be strictly followed, however the P.I can add additional qualification depending upon the requirement of the project). It should be clearly mentioned in the advertisement that the post is purely on temporary basis and for specified period, strictly co-terminus with the project.
 - (b) Normally the working days in the week for project staffs will be 5 days (i.e. Monday to Friday) but if P.I/Coordinator of the project required services of project staff on Saturday also, in that case it should be clearly mentioned that although the Institute is

observing 5 days week but considering project requirement 6 days week will be observed in the project. Before advertising the project vacancy, approval from Dean, R&D has to be obtained.

- (c) A selection committee should be constituted and approved by the Dean, R&D, along with a copy of the advertisement. The following criteria shall be followed for composition of the Selection Committee,

- [I] Chairperson of the School (Chairman)
- [II] Two faculty from the same School (Members)
- [III] One faculty from other School (Member)
- [IV] P.I./Co-P.I./Coordinator of the Project (Convener)

The P.I./Coordinator of the project should submit the list of members of the selection committee to the office of the Dean, R&D for approval and notification.

- (d) It should be ensured by the P.I./Coordinator of the project that no one can be a member of the selection committee in case any of his/her friends/Kith & Kens is in the panel of candidates considered for selection.

- (e) The report of the selection committee duly recommended by the Dean, R&D along with the Bio-data of the candidate(s) selected and also considered for appointment under the project shall be placed before the Director for approval.

- (f) After, obtaining approval of the Director, Offer of appointment can be issued to the selected candidate(s).

- (g) While sending the offer of appointment, the following shall be clearly mentioned,

- I. The appointment is purely on temporary basis and strictly co-terminus with the project.
- II. The specific period of appointment
- III. Salary (not more than as approved by the funding/sponsoring agency)
- IV. Leave entitlement as per NISER rule.

B. Ad-hoc Appointment of Project Fellow:

- (i) Appointments in the research/consultancy projects can also be made on the basis of posts sanctioned by the sponsoring/funding agency on ad-hoc basis for a period, not more than six months at a time without any further extension.

- (ii) Appointments in the research/consultancy projects shall be processed only on receipt of grant, not on the basis of sanction of the project.
- (iii) All appointments in the projects shall be purely on temporary basis for a period not exceeding six months only.

C. Engagement of Staff on Contract Basis for projects:

This selection is like engagement of staff to work under any project on contract basis under skilled/semiskilled/unskilled category, for the duration of the project. The P.I in consultation with Dean, R&D shall ensure that there should be a sufficient reason for appointment under the project depending upon the requirement of the project, for assignments such as electronic data processing, data entry, translation activity, content preparation, technical assembly, installation, and other unskilled & semiskilled job functions etc., which are very much short-term in nature.

In order to simplify the procedure of engaging personnel under this category the *following procedure* shall be adopted.

- (i) The PI shall make a request for payment / sanction from Contingency / Salary Budget Head.
- (ii) The R&D Cell shall arrange to make the payment of remuneration for different category of skilled/semi-skilled / unskilled manpower engaged on daily basis under contingency or salary head of the project.
- (iii) No retired person from Govt. Service/ Institute Service can be hired under work assignment.
- (iv) No person can be appointed on work assignment from more than one source i.e. one sponsored project/consultancy simultaneously.
- (v) Such appointments shall not be made directly under the Institute, but have to be made under any specific project and shall be paid from the grants received for a particular research project.
- (vi) The P.I is required to provide the detail of qualifications along with desired experience (if any) and the nature of the job for a particular post, to the R&D Cell. The R&D Cell will make necessary arrangement for appointment of the staff as per direction of the Dean, R&D. He shall also add or delete any additional qualification other than the proposed by P.I. Any additional qualification requirement proposed by the P.I will be put as desirable/preferable qualification.

- (vii) The selection of the candidates is effected by Standing Selection Committee constituted for this purpose by the Dean, R&D in consultation with the P.I for such appointment.

D. Appointment of other R&D Staffs under the R&D Cell:

- (i) Appointments in the Research and Development Cell under research/consultancy projects can also be made on the basis of requirement of R&D Staffs for the approved period only.
- (ii) Appointments in the Research and Development Cell shall be made purely on temporary/contractual basis and the institute shall make payment of their salary from the Institute Overhead. The salary of such R&D Staffs could be decided by the Director of the Institute in consultation with Dean, R&D and Finance Head in charge of R&D Accounts of the Institute.
- (iii) No retired person from Govt. Service/ Institute Service can be hired under work assignment.
- (iv) No person can be appointed on work assignment from more than one source i.e. R&D Cell (institute overhead)/sponsored project/consultancy simultaneously.
- (v) The following selection procedure shall be followed in the project appointments:
 - (a) An advertisement shall be published on the institute web-site apart from publishing it in a national or local daily stating the required educational qualification and experience, etc. It should be clearly mentioned in the advertisement that the post is purely on temporary basis.
 - (b) Normally the working days in the week for project staff will be 5 days (i.e. Monday to Friday) but depending on the requirement of R&D Activities the services of project staffs may be used on Saturday also, in that case it should be clearly mentioned in the advertisement that although the Institute is observing 5days week but considering R&D requirement 6 days week will be observed. Before advertising the vacancy, approval from Dean, R&D has to be obtained.
 - (c) A selection committee should be constituted and approved by the Dean, R&D, along with a copy of the advertisement. The selection of the candidates is effected by Standing Selection Committee constituted for this purpose by the Dean, R&D in consultation with the Officer in Charge of R&D Cell as Convener.

- (d) The report of the selection committee duly recommended by the Dean, R&D along with the Bio-data of the candidate(s) selected and also considered for appointment as project staffs under the R&D Cell shall be placed before the Director for approval.
- (e) After, obtaining approval of the Director, Offer of appointment can be issued to the selected candidate(s).
- (f) While sending the offer of appointment, the following shall be clearly mentioned,
 - I The appointment is purely on temporary basis.
 - II The specific period of appointment
 - III Salary and Leave entitlement as per rule.

E. Fellowship:

The following are the general rules governing the fellowship / associateship,

- (i) Only Indian citizens are eligible for research fellowship/ associateship.
- (ii) The award of fellowship/associateship does not imply any assurance or guarantee for subsequent employment by NISER.
- (iii) If a Fellow/Associate is reported to have been lacking in his or her research assignment, the fellowship/associateship is liable to be terminated by NISER.
- (iv) Regarding payment of emoluments to Project Fellows (JRF/SRF) /RAs/PDFs appointed under the project, respective sponsoring/ funding agencies issues guidelines from time to time. The guidelines issued by the sponsoring agency containing the designation, essential qualification, emoluments, service conditions, etc. are to be strictly followed while making appointments of regular (temporary) project staffs under the project.

F. Leave and other entitlement benefits:

The Project Fellows (JRF/SRF) and other staff will be eligible only for Casual Leave while Research Associates and PDFs are entitled to leave as per rules of NISER, the details of **leave entitlement** is given below. The salary of project staffs are based on the monthly attendance, for which they have to sign the attendance register and certified by the P.I/R&D Cell of the institute.

Participation of any of these categories (Project Fellows/RA/PDF) in any scientific event/workshops in India or abroad will be treated as “on duty” but not for visit to other institutions outside NISER for any experiment related work. The **travel entitlement** for Project Fellow (JRF/SRF) /RA/ PDF/other staff for participation in scientific events/workshops in India will be supported through project funds; Institute rules for their travel entitlement (as given below) will apply, and will be subject to availability of funds under budget head “travel” of the project.

Leave entitlement:

Category	Total CL entitlement per year	Annual Leave per month	Total Annual Leave entitlement per year	Medical Leave without pay in a year
PDF/RA	08	2 ½	30	Maximum 30 days on production of valid medical certificates
Project Fellow (JRF/SRF)	08	NA	NA	-Do-
Other Staff	-Do-	NA	NA	-Do-

Travel entitlement:

Category	Entitled Class of Travel (National)	Entitled Class of Travel (International)
PDF/RA	2nd AC	As per institute rule (Fellowship amount of the student shall be taken as basic pay)
Project Fellow (JRF/SRF)	3rd AC	-Do-
Other Staff	Sleeper Class	NA

However, the Circulars/OMs issued by the sponsoring/funding agency from time to time or any amendment thereof, shall be referred for further guidelines.

G. Medical facilities:

Only routine OPD medical facility will be available at the Health Centre located within the Institute for all staff appointed under any project/R&D Cell. The cases of serious illness may be referred to the Govt. hospital/ Private hospital as per opinion of the Medical authorities. Any outside referral shall not be reimbursable.

For Project fellows, medical facility for self only is provided in the Institute hospital without any reimbursement of cost of medicines. For approved Govt. hospital/Private hospital of NISER, only reimbursement of the cost of medicines for self is allowed. Any outside referral shall not be reimbursable.

A medical booklet shall be provided to each fellow/staff at the time of joining (if applied for) which has to be produced to the Health Centre staff at the time of obtaining medical treatment and returned on expiry of term/resignation/termination.

H. Hiring of Staff on Contract Basis for projects:

This selection is like hiring staffs to work under any project on contract basis under skilled/semiskilled/unskilled category, for the duration of the project. The P.I in consultation with Dean, R&D shall ensure that there should be a sufficient reason for appointment under the project depending upon the requirement of the project, for assignments such as electronic data processing, data entry, translation activity, content preparation, technical assembly, installation, and other unskilled & semiskilled job functions etc., which are very much short-term in nature.

In order to simplify the procedure of engaging personnel under this category the *following procedure* shall be adopted.

- (i)** The PI shall make a request for payment / sanction from Contingency / Salary Budget Head.
- (ii)** The R&D Cell shall arrange to make the payment of remuneration for different category of skilled/semi-skilled / unskilled manpower engaged on daily basis under contingency or salary head of the project.
- (iii)** No retired person from Govt. Service/ Institute Service can be hired under work assignment.
- (iv)** No person can be appointed on work assignment from more than one source i.e. one sponsored project/consultancy simultaneously.

- (v) Such appointments shall not be made directly under the Institute, but have to be made under any specific project and shall be paid from the grants received for a particular research project.
- (vi) The P.I is required to provide the detail of qualifications along with desired experience (if any) and the nature of the job for a particular post, to the R&D Cell. The R&D Cell will make necessary arrangement for appointment of the staff as per direction of the Dean, R&D. He shall also add or delete any additional qualification other than the proposed by P.I. Any additional qualification requirement proposed by the P.I will be put as desirable/preferable qualification.
- (vii) The selection of the candidates is effected by Standing Selection Committee constituted for this purpose by the Dean, R&D in consultation with the P.I for such appointment.

[13] Procedure/Norms for Purchase under the Projects:

The Stores and Purchase Section will make the purchase of the equipment/supplies in accordance with the purchase rules of the institute. The P.I shall submit the Indent for purchase, duly recommended by the Dean, R&D to the R&D Cell for further processing.

Website of Major Funding Agencies

1.	Aeronautics Research and Development Board (ARDB)	http://www.drdon.com/boards/ardb
2.	Bhabha Atomic Research Centre (BARC)	http://www.barc.ernet.in
3.	Centre for Development of Advances Computing (CDAC)	http://www.cdac.in
4.	Centre for Development of Telematics (C-DOT)	http://www.cdote.com
5.	Council for Scientific and Industrial Research (CSIR)	http://www.csir.res.in
6.	Defence Research and Development Organisation (DRDO)	http://www.drdo.nic.in
7.	Department of Atomic Energy	http://www.dae.gov.in
8.	Department of Biotechnology	http://dbtindia.nic.in
9.	Department of Chemicals and Petrochemicals, Ministry of Chemicals and Fertilizers	http://chemicals.nic.in
10.	Department of Ocean Development	http://dod.nic.in
11.	Department of Science and Technology (DST)	http://dst.gov.in

12.	Department of Scientific and Industrial Research (DSIR)	http://www.dsir.gov.in
13.	Indian Council of Agricultural Research (ICAR)	http://www.icar.org.in
14.	Indian Council of Medical Research (ICMR)	http://www.icmr.nic.in
15.	Indian Council of Social Science Research (ICSSR)	http://www.icssr.org
16.	Indian National Science Academy (INSA)	http://www.insa.ac.in
17.	Indian Space research Organisation (ISRO)	http://www.isro.org
18.	Ministry of Agro and Rural Industries	http://ari.nic.in
19.	Ministry of Communication and Information Technology	http://www.moc.gov.in
20.	Ministry of Defence	http://www.mod.nic.in
21.	Ministry of Environment and Forest	http://envfor.nic.in
22.	Ministry of Health and family Welfare	http://mohfw.nic.in
23.	Ministry of Non-conventional Energy Sources	http://mnes.nic.in

24.	Ministry of Petroleum and Natural Gas	http://petroleum.nic.in
25.	Ministry of Power	http://powermin.nic.in
26.	Oil and Natural Gas Corporation Ltd. (ONGC)	http://www.ongcindia.com
27.	Petroleum Conservation Research Association (PCRA)	http://www.pcra.org
28.	Tata Institute of Fundamental Research (TIFR)	http://www.tifr.res.in
29.	Technology Information, Forecasting and Assessment Council (TIFAC)	http://www.tifac.org.in
30.	Deutsche Forschungsgemeinschaft (DFG- German research Foundation)	http://www.dfg.de/en

.....end of the schedule.....

**National Institute of Science Education and Research**

(an autonomous institution under Department of Atomic Energy, Govt. of India)

Bhubaneswar

Research and Development Cell

**SUMMARY OF THE SPONSORED RESEARCH PROPOSAL TO BE SUBMITTED BY
THE PI TO R&D CELL ALONG WITH THE DETAILED PROJECT PROPOSAL**

Project Title:	
Type of Project/ Agency	
Country:	
Project Duration:	
Expected Start Date:	
Expected End Date:	
School/Dept.:	
Principal Investigator: (with PF No.)	
Co-Principal Investigator*: (with PF No.)	1. 2.
Approval of the concerned Chairperson/HOD*	

* In case, the Co-PI is from other School/Department, the Chairperson/HOD of the concerned School/Dept. has to approve the same and in case Co-PI is from outside Institute then the concurrence from his/her parent institute/organization is also required, before submission of the proposal.

Sponsoring Agency: (with complete address)	

Budget Details: Funds Break Up

Heads	Ist Year	IInd Year	IIIrd Year	IVth Year	Vth Year	Total
Salary						
Equipment						
Consumables						
Travel						
Contingency						
Honorarium						
Overhead Charges @20%						
Service Tax (if any)						
Budget Total:						

(Summary of proposed Research Project Proposal and about 8-10 key words relevant to the project proposal may please be attached.)

Signature of P.I

Date.....

Certificate of Chairperson of the School

It is certified that,

1. The above project proposal submitted by _____
_____ has been discussed as per R&D Guidelines on
_____. The summary along with the project
proposal is forwarded herewith for further processing.
2. The requirement for space, lab and equipments, technical and
administrative support from the institute and any other facilities
relating to this project were also discussed and it was agreed that
all these facilities will be made available.

To: Dean (R&D)
NISER, Bhubaneswar

Signature of the Chairperson
of the School

.....end of the schedule.....

**DOCUMENT ON INTELLECTUAL PROPERTY POLICY FOR
NATIONAL INSTITUTE OF SCIENCE EDUCATION AND RE-
SEARCH
BHUBANESWAR**

I. Intellectual Property Ownership

A. NISER Ownership

1. Intellectual property of any kind created by faculty, students, staff, project staff, visitors and others, including trainees from other institutes, participating in NISER programs or using NISER funds or facilities, are owned by NISER, subject to fulfillment of any of the following condition:
 - a) The intellectual property was created with the significant use of funds or facilities administered by NISER.
 - b) The intellectual property was created (i) as a part of the normal professional duty or (ii) work on hiring of professionals on payment basis by NISER.
 - c) The intellectual property was created in the course of or pursuant to a sponsored/consultancy research agreement with NISER. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
 - d) The intellectual property was created as a part of academic research and training leading towards a degree or otherwise.
2. All copyrights, including copyrighted software will be owned by NISER when it is created as a part of any of the academic programs of NISER or created pursuant to a written agreement with NISER, providing for transfer of copyright or ownership to NISER. For those specifically:
 - a) NISER will be the owner of the copyright on all teaching materials created by NISER and non-NISER personnel for external agencies, institutions and industry under the continuing education programs of NISER. However, the authors will have the right to use the material for their teaching and research activities only.

- b) NISER will not claim ownership of copyright on books and scientific articles authored by NISER personnel. However, NISER will have the copyright if books and reports have been created using funds specifically provided for this purpose by NISER.

B. Inventor/Author Ownership

1. Inventors/Authors will own intellectual property right when
 - a) None of the conditions mentioned above for NISER-ownership of intellectual property applies, or
 - b) It is created outside their assigned/normal area of research/teaching, for example, popular novels, poems, musical compositions, or other works of artistic imagination, without the use of significant institute resources.
2. Students will own copyright on theses/dissertation created as a part of their academic programmes. However, the student must grant to NISER royalty-free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to other academic institutions.
3. Ownership of software code, patentable subject matter and other intellectual property contained in the theses/reports are subject to conditions specified under NISER-ownership and Inventor/Author ownership.

C. Third-Party Ownership

1. Ownership of intellectual property resulting from:
 - a) Funds provided partially or fully by a third-party to NISER will be governed by specific provisions in the contract between the third-party and NISER.
 - b) Exchange programs between NISER and other institutions will be governed by specific provisions in the contract between the third-party and NISER.
 - c) In case no such specific contract exists, IPR will remain with NISER.
2. In cases of all IP produced at NISER, NISER shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities.
3. In cases where an IP is created by NISER personnel, fully or as a part of the team, during deputation, official leave, or sabbatical, the

concerned NISER personnel should officially communicate the IP to NISER. If the IP involves ideas/software developed, fully or in part, using significant institute resources, then the IP will also be owned by NISER fully or partially, as the case may be.

II. Disclosures, Confidentiality and Assignment of Rights

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

III. Evaluation of Intellectual Property

1. Evaluation of Intellectual Property will be done by the **IPEC** (Intellectual Property Evaluation Committee).
2. **IPEC** (*Intellectual Property Evaluation Committee*) will be formed by the Director and approved by the Academic Council of the Institute, shall comprise of the following,
 - (i) Dean (R&D) will be the Chairman
 - (ii) Such other faculty within NISER responsible for commercialization will be the member secretary (nominated by Director)
 - (iii) At least three additional faculty members with expertise or familiarity/experience in areas related to the IP (nominated by Director).

3. Evaluation of IP means:
 - i) Assigning ownership of IP.
 - ii) Determining whether an IP is innovative and fit for filing in India and foreign countries.
 - iii) Determining whether the IP has a reasonable chance for commercialization.
4. After evaluation of IP, if NISER decides not to take the responsibility for the protection of the IP, then it will assign all the rights of the IP to the inventors.
5. Even in such cases, as in (3), NISER may take the responsibility of facilitating protection of the IP on case to case basis.
6. A decision on the annual renewal of IP rights will be taken by the IPEC. If NISER decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the “inventors.”

IV. Contracts and Agreements

All agreements related to IP, undertaken by any NISER personnel and students need to be approved by the institute, such as:

1. Allegiance, Affirmation and Confidentiality Agreement.
2. Evaluation Agreement.
3. License Agreement
4. Technology Transfer (Commercialization) Agreement
5. Alternative Dispute Resolution Agreement
6. Classified Information Non-Disclosure (specific) Agreement
7. Etc.

The Dean (R&D), with specific approval of the Director, will be the authorized signatory in all categories of agreements as mentioned above, including any other type of agreement which has not been specifically mentioned.

V. Commercialization

1. NISER shall market the IP and identify potential licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it.

2. For the IP where exclusive rights have not already been assigned to a third party, the creators may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is not affected.
3. If NISER is not able to commercialize the IP in a reasonable time then the inventor(s) may approach NISER for assignment of rights of the invention(s) to them.

VI. Revenue Sharing

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

Case	Net earnings	Inventor(s)	NISER's Share	Service Account*
1	For the first amount Q	65%	25%	10%
2	For the next amount Q	45%	45%	10%
3	For amounts more than 2Q	25%	65%	10%

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

2. It is suggested that amount Q be initially fixed at Rs. 100 lakhs. The creator(s) share would be declared annually and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with NISER at the time of disbursement.
3. Co-creators of IP shall sign at the time of disclosure, a distribution of IP Earnings' Agreement, which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the Distribution of IP Earnings Agreement.

VII. Infringements, Damages, Liability and Indemnity Insurance

1. As a matter of policy, NISER shall, in any contract between the licensee and NISER, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.
2. NISER shall also ensure that NISER personnel have an indemnity clause built-into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.
3. NISER shall retain the right to engage or not in any litigation concerning patents and license infringements.

VIII. Conflict of Interest

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

IX. Dispute Resolution

In case of any disputes between NISER and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of NISER. Efforts shall be made to address the concerns of the aggrieved party. The Director's decision in this regard would be final and binding.

X. Jurisdiction

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

Glossary:

- 1) "Director" means the Director of NISER, Bhubaneswar
- 2) "Dean, R&D" means the Dean of Research & Development of NISER, Bhubaneswar
- 3) "Author" means faculty, students, staff or visiting faculty of NISER who has/have written or created a creative work.
- 4) "Confidential Information" is information not in the public domain and declared confidential by parties as such in a MOU/Agreement that has been signed by the parties.
- 5) "Copyright" means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sell copies of his or her creative work. Copyright protection is available for most literary, musical, dramatic, and other types of creative work, including software, teaching materials, multimedia works, proposals, and research reports.
- 6) "Creators" are persons who have produced any original work.
- 7) "Intellectual Contribution" means original technical or artistic contributions.
- 8) "Intellectual Property" includes but not limited to copyrights and copyrightable materials, patented and patentable inventions, tangible research results, trademarks, service marks and trade secrets.
- 9) "Invention" includes but is not limited to any new and useful process, formula or machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act, Inventor(s) is person(s) who produce an invention.
- 10) "Licensing" is the practice of renting the intellectual property to a third party.
- 11) "Net Earnings" Earnings resulting from the licensing or commercialization of the IP reduced by the outstanding actual expenses incurred in obtaining and commercialization of the IP.
- 12) "Patent" means the exclusive right granted by law for making, using or selling an invention.
- 13) "Royalty" is the payment made to an inventor/author or an institution usually for legal use of a patented invention or any Intellectual Property when licensed.

- 14) "Significant Use of NISER Resources" is any usage of NISER's resources in the creation of the invention(s), in excess of the routine use of office facilities, computers, library resources and resources available to the general public.
- 15) "Software" means anything executable in a computer.
- 16) "Teaching material" means any material that aids the process of teaching.
- 17) "Trade Mark/Service Mark" is a distinctive word, symbol or picture or a combination of these, which is used by a business entity to discriminate its products and services from those of other business entities.
- 18) "Trade Secret:" Usually some information such as know-how of commercial or strategic value that is not disclosed to all and is used in a restricted manner.

.....end of the schedule.....

Guidelines on Drafting an Agreement, MOU or a Contract

1. Intellectual Property Rights:

Notes: Generally, most organizations do not wish to share IPR with the intention that they may gain advantage of monopoly profit. IPR, as an intangible asset plays a significant role in building an Institution. It is an important tool in economic growth. The institute should try to keep its rights intact as far as possible. Following are some guidelines which need to be followed, in order to safeguard the interest of the institute and restrict dilution of IPR generated within NISER, Bhubaneswar.

- Where significant amount of resources are from NISER, NISER shall be the sole owner of any intellectual property (including but not limited to knowhow, patents, copyrights, design rights, rights relating to computer software, data, and any other industrial or intellectual property rights) developed during the course of the MOU.
- ForWhen only a portion of the resources is supplied by the Institute, ownership of any intellectual property (including but not limited to knowhow, patents, copyrights, design rights, rights relating to computer software, data, and any other industrial or intellectual property rights) developed jointly during the course of the MOU shall be vested in both parties of the Memorandum.

Consequently, both parties shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both parties shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the parties agree to reach a separate agreement covering issues such as exploitation of rights and revenue sharing.

- When a substantial portion of the cost of the activity is paid for by the third party, ownership of any intellectual property developed during this MoU can remain with the other party as specified in MoU entered for such research. However, as noted in the IPR policy –

In cases of all IP produced at NISER, NISER shall retain a nonexclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality arguments where ever entered by NISER.

2. Patent filing charges:

Notes: Patent filing outside the country is quite expensive. Hence, for securing IPR outside India, the Institute should negotiate for full payment of expenses by the second party but joint ownership of IPR.

Following are some of the guidelines, for negotiation for patent filing charges.

- NISER shall contribute not more than 50% of the total filing, prosecution and maintenance expenses for securing IPR (exact % to be defined at the time of filing) in India. In all other countries, the other party will pay for all charges and patent will be in the name of both NISER and the other party.

OR

- NISER shall contribute not more than 50% of the total filing, prosecution and maintenance expenses for securing IPR (exact % to be defined at the time of filing) in the countries that NISER specially identifies. In all other countries, the other party will pay for all charges and assign patent jointly to NISER and the other party. This provision includes countries where patent costs are so high that the Institute cannot make any meaningful contribution to the expenditure at all.

OR

- NISER does not contribute to the total filing, prosecution and maintenance expenses for securing IPR (exact % to be defined at the time of filing) in the countries that NISER identifies from the list of designated countries, except India. Here, the other party will pay for all charges and patent will be assigned to the other party. Within India, costs would be shared and patent will be in the name of both NISER and the other party.

3. Use of IPR/research results:

Notes: In case of use of results arising from research, the draft clause below should be included in the agreement even if IPR is owned by the other party. For projects conducted at NISER, all IP is produced within

the Institute. Thus, NISER shall retain a non-exclusive, free, irrevocable license to copy/use IP for teaching and research activities, consistent with confidentiality arguments where-ever entered in the agreement.

4. Publications:

Notes: For any academic institute, publications of results (papers, thesis) are crucial for their very existence. Hence, NISER should retain its right to publish research conducted within its laboratories (excluding confidential information) without consent/written permission from the other party. As a result, delay in publications can be avoided.

Following are some guidelines that can be pursued:

- (I) Consent of the third party is not required for any publication arising out of intellectual property generated during the course of the contract.
- (II) Any publication arising out of the intellectual property shall be possible with simply a written note of information to the other party.
- (III) Any publication arising out of the intellectual property shall be possible with the consent of the other party. Such consent will be normally granted within 6 weeks and shall not be unreasonably withheld.
- (IV) Any publication arising out of the intellectual property shall be possible with written notice to the other party. If required, publication will be delayed by 6-8 weeks to enable the other party to file a joint patent within the country or elsewhere.

5. Background IPR:

(IPR developed at NISER independent of the Project)

If required, the following clauses may be included while entering in to the MOU.

- Background IPR will remain the property of NISER.
- NISER gives non-exclusive rights to project use the background rights based on which rights under the MOU are developed.

6. Confidentiality:

It is important to realize that confidentiality pertains to the researcher or consultant and his/her group, but not the Institute as a whole.

Thus, the following guidelines may be followed.

- Faculty and team members involved in the project will receive confidential information. They will be personally responsible for non-disclosure of the confidential information.
- Non-disclosure obligation will remain valid up to the termination/ expiry of the agreement.

OR

- Non-disclosure obligation will remain valid for 5 years after termination/expiry of the agreement.

OR

- *Perpetual obligation*: This situation must be avoided as far as possible. (Under extreme circumstances, PI will give a letter to the Institute, assuring personal responsibility in perpetuity.)

7. Dispute resolution:

For the purpose of dispute resolution, arising out of the IPR issue, the following guidelines may be followed (the first being the most desirable):

- This Agreement shall be governed by Indian laws; exclusive place of jurisdiction shall be Bhubaneswar, Odisha (India). (Foreign courts are not allowed).

- *Arbitration*

a. In case of any dispute, the same shall be referred to the Director, NISER for arbitration. Reference made shall be deemed to have been made under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/re-enactment thereof and rules made there-under.

Or

b. in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

Or

c. in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).

- *Non-standard arrangements*:

However, for the purpose of simplified dispute resolution machinery it is advisable to follow the following norms while dealing with IPR issues,

a. If MOU is silent regarding the place of arbitration. The place will also be decided as a part of arbitration.

b. If the party wants to file a case will give the other, the choice of place of arbitration.

8. Payment terms:

Release of payment must be clearly stated. The usual norms are:

- There has to be an initial payment to start the project (to be decided by both the parties with mutual consent, say 25%).
- Budget schedule with amount and date of payment is normally included as a clause of the MOU or as an annexure.
- All cheques are to be payable in favor of Director, NISER, Bhubaneswar.
- Special points for Sponsored projects:

Budget should include Institute overheads.

NISER is exempted from payment of any income tax.

- Special points for Consultancy projects:

Budget should include service tax and Institute overheads.

9. Deliverables:

In a well-drafted agreement, all the task-definition should be clear and precise.

Generally the following guidelines are to be adopted while framing the agreement.

- Deliverables are clearly mentioned as a clause of the MOU or as an annexure.
- Statement of Work and various dates of milestones to be achieved have to be spelt out clearly and precisely.
- The full project proposal may be attached for completeness while entering into the contract/agreement.

10. Ownership of property:

NISER will be the owner of equipment (and software) purchased out of the contract, until and unless provided otherwise in the contract.

11. Duration:

The MoU shall be effective from date of signing and shall remain in force for a period of _____ years (as mutually agreed upon by both the parts to the contract).

12. Penalty clause:

Such clause need not be acceptable nor should form a part of the standard agreement/contract. Normally, no penalty clause should be inserted and NISER should not be a part to the contract for payment of any penalty in the event of non performance or delay in performance during the course of the project.

13. Security deposit:

No security deposits need to be paid by the Institute (NISER) to start a project.

14. Technology transfer agreement:

Technology transfer agreements are initiated when a private party oversees research being conducted at NISER in the form of a publication (conference or journal). The agreement should give reference to the publications of the technology being pursued.

The following will apply to any development accomplished at the Institute.

- Any information, materials, services, intellectual property, other property or rights, granted or provided by either party pursuant to this agreement are on an as-is-where-is basis. NISER does not make any warranties of any kind, either express or implied, as to any matter including, but not limited to, warranty of fitness for particular purpose, or merchantability, exclusivity or results obtained from use.
- The Institute cannot give warranty of successful exploitation of the technology.

Third Party Indemnification

- In case, the other party transfers/assigns IPR acquired in technology transfer agreement developed by NISER, or transfers/sells IPR/product developed based on the technology during any project to any third party, the above clauses will also be applicable to third party.

15. Coordinator:

Name of the coordinator/Project investigator must be mentioned on the first page of the MOU.

16. Signatory:

Dean: Research and Development is the signatory to all research and consultancy agreements in consultation with the Director, NISER. The PI signs the document as a witness.

.....end of the schedule.....



**Intellectual Property Disclosure Form
National Institute of Science Education and Research
Bhubaneswar**

Title of the invention:

Innovator(s) who have contributed or conceived an essential element of the invention, either independently or jointly with others during evolution of the technology concept or reduction to practice,

Name:	Name:
Position:	Position:
Department:	Department:
Phone:	Phone:
e-mail:	e-mail:

Name:	Name:
Position:	Position:
Department:	Department:
Phone:	Phone:
e-mail:	e-mail:

Brief description of the invention:

How does this invention relate to new processes, machines, compositions of matter, etc.? Please cover the following points:

- (a) Describe the invention so that the other faculty of the Institute who are knowledgeable in the field can evaluate the technical and commercial merits of the technology.
- (b) What are the advantages of the present invention over the comparable inventions?

- (c) Has the invention been tested experimentally? Are experimental data available?
- (d) Has the invention been patented or protected under confidentiality agreement?

(Please use additional sheets to elaborate and to attach sketches, drawings, photographs and other materials that help illustrate the description).

Commercial potential:

What are the

- (a) Possible uses/application areas and/or products you feel may embody aspects of your technology and
- (b) Possible end-users
- (c) Potential marketability including commercial suggestions viz.
 - (1) Input required,
 - (2) Production capacity where applicable,
 - (3) Raw material requirement,
 - (4) transfer form,
 - (5) Target companies and countries,
 - (6) Economic data,
 - (7) Potential long-term commercial interest.

(Please provide as much information as possible; attach extra sheets of required)

Prior disclosure and possible intent:

Has the invention been disclosed to industry representatives or third parties?

Has any commercial interest been shown in it and of what nature?

Name of the companies/specific individuals and their titles.

Development stage:

Give your opinion on the current stage of development of the invention as it relates to its marketability (indicate appropriate response):

_____ Embryonic (needs substantial work to bring market)

_____ Partially developed (could be brought to market with significant investment)

_____ Off-the-shelf (could be brought to market with nominal investment)

Do you know of any other inventions that are corresponding with this invention? _____

Signature of Inventor with date

Signature of Inventor with date

Signature of Inventor with date

Signature of Inventor with date

I, the undersigned, _____ hereby certify that _____ (the "Work"; attach additional sheet if necessary to accurately describe the work) was specially commissioned by and is to be considered a "work made for hire" by National Institute of Science Education and Research, Bhubaneswar, herein after referred to as NISER with address at National Institute of Science Education and Research, Bhubaneswar, Orissa and that NISER is entitled to all patent/copyright/trademark and all other intellectual property rights thereto.

Without limiting the foregoing, for good and valuable consideration, receipt of which is thereby acknowledged and in accordance with the above entitlement of Institute to Intellectual Property generated by me, I hereby assign and/or transfer to NISER, its successors and assigns, absolutely and forever, all right, title, and interest, throughout the world in and to the Work and each element thereof, including but not limited to the copyright/patent/technology innovation contained therein.

I further agree that no copyright material assigned by me to NISER under this agreement shall be reproduced by me beyond that which falls under fair use, and I shall retain only moral rights to this material. Furthermore, no patentable invention/technology innovation/trademarks developed by myself, and others shall be working with, be disclosed by me to any other party upon termination of this agreement. I understand that any prior disclosure by myself, directly or indirectly, either during the period of this work-for-hire agreement or after its termination, shall render me prosecutable as per laws that may be in force at the time.

Signed on this _____ day of _____ (month), _____
(year)

Name:

Address:

.....end of the schedule.....

Institute's Policy on Overheads and Service Tax for R&D Projects

- **Project cost** refers to the expense incurred by the Institute/PI for the duration of the project. It includes equipment, salaries, travel, consumables, contingency, overhead expenses, etc.
- **Overheads** refer to the payment due to the Institute from the grant approved by the funding agency-organization-industry.
- **Sponsored project** refers to one in which the PI carries out original research. Such projects generally do not have a provision for payment of honorarium (though exceptions are possible).
- **Consultancy projects** utilize prior skill and competence of the PI. They allow the PI to charge honoraria (including payments to employees of the Institute). These payments can be in cash or deposited in the respective PDAs.
- **Testing** refers to a very limited duration activity involving a calculation or a measurement.
- **Service tax** is required to be paid for all consultancy and testing projects.
- Norms for payment of honorarium are shown separately.

Calculation of overheads:

1. SPONSORED RESEARCH:

Proposals submitted for sponsored research must show overheads of 20% on the project cost. [Example: If the project requirement is X units, overheads would be 0.2X units and the total budget would be for 1.2X units.]

- a. When money is received from the funding agency, overheads as approved would be deducted. When money is received from a private organization as a consolidated amount, 16.7% would be deducted as overheads.

2. CONSULTANCY:

At the stage of proposal submission, the budget will reflect project costs (X), overheads at 25% ($X_1 = 0.25X$) and service tax at applicable rate ($X_2 = (X + \text{applicablerate of } X_1)$). Service tax is subject to periodic revision by the Government of India.

- a. When money is received from the funding agency in lump sum, the following procedure will be followed. At the first instance, Service tax is deducted = $(\{\text{the total amount received} / 100 + \text{applicable rate of service tax}\} \times \text{applicable rate of service tax})$. **Next, 25% Institute Overheads** are deducted from the remaining funds = $(\{\text{funds after deducting service tax} / 125\} \times 25)$. The balance funds are credited into the project account as per the budgetary allocations of the project.
- b. Service tax will be deposited in a suitable account in accordance with the rules of Government of India.
- c. Service Tax won equipment is waived, if the funding agency-organization reclaims it at the end of the project, which should be part of the proposal.
- d. Service tax is not deducted, if the funds are received in foreign currency.

3. COURSES:

For short-term courses, conferences, workshops, and symposia, 15% of the total receipts (registration as well as grants) will be transferred to the Departmental Promotional Account (DPA) of the Institute.

- a. For QIP (Quality Improvement Program), ISTE (Indian Society for Technical Education), and DST-type courses, prescribed norms would apply.
- b. 15% overheads will be paid for courses conducted outside NISER, Bhubaneswar

4. TESTING:

After deduction of service tax, the balance receipt of testing is distributed as per: 34% Institute, 33% DPA, 33% distribution (among participating employees).

5. DISTRIBUTION:

The overheads (**A**) collected from sponsored and consultancy projects

as well as courses and conferences will be distributed within the Institute as follows:

			OVERHEADS SHARE OF UNITS		
Sl. No.	Nature of the Project	Overheads %	Institute	DPA	PDF
1	Sponsored Research	20%	0.50 A	0.25 A	0.25 A
2	Consultancy	25%	0.70 A	0.30 A	NIL
3	Courses (within NISER)	15%	0.70 A	0.30 A	NIL
4	Conferences/ Workshops/ Symposia	15%	0.70 A	0.15 A	0.15 A
5	Courses (outside NISER)	15%	0.70 A	0.30 A	NIL
6	Testing Fee	34% + 33% + 33% = 100% (Total)	34 % of Total receipts	33 % of Total receipts	33 % of Total receipts

.....end of the schedule.....

Leave Entitlement Guidelines

Leave Entitlement of Project Fellow:

The Project Fellows (JRF/SRF) will be eligible only for Casual Leave while Research Associates/PDFs are entitled to leave as per rules of NISER, the details of **leave entitlement** is given below.

Participation of any of these categories (Project Fellows/RA/PDF) in any scientific event/workshops in India or abroad will be treated as "on duty" but not for visit to other institutions outside NISER for any experiment related work. The **travel entitlement** for Project Fellow (JRF/SRF) /RA/PDF for participation in scientific events/workshops in India will be supported through project funds; Institute rules for their travel entitlement (as given below) will apply, and will be subject to availability of funds under budget head "travel" of the project.

Leave entitlement:

Category	Total CL entitlement per year	Annual Leave per month	Total Annual Leave entitlement per year	Medical Leave without pay in a year
PDF/RA	08	2 ½	30	Maximum 30 days on production of valid medical certificates
Project Fellow	08	NA	NA	-Do-
Others	-Do-	NA	NA	-Do-

.....*End*.....

General Guidelines for Project Appointment

1. Appointments in the research/consultancy projects can be made on the basis of posts sanctioned by the sponsoring agency for the approved period only.
2. Appointments in the research/consultancy projects shall be processed only on receipt of grant not on the basis of sanction of the project.
3. All appointments made in the research/consultancy project shall be purely on temporary basis.
4. The following selection procedure should be followed in the project appointments:
 5. (a) An advertisement should be published on the institute website, apart from the newspaper advertisement, if the PI desires, stating the required educational qualification and experience, etc. It should be clearly mentioned in the advertisement that the post is purely on temporary basis and for certain period. Normally the working days in the week for project employees will be 5 (i.e. Monday to Friday) but if PI/PC of the project requires services of project employee on Saturday also in that case it should be clearly mentioned in the advertisement that although the Institute is observing 5days week but considering project requirement 6 days week will be observed in this project. Before advertising the project vacancy, an approval from dean, R&D, must be obtained.
 - (b) A selection committee should be constituted and approved by Dean, R&D along with the copy of the advertisement. The following criteria may be followed,
 - i) Chairperson of the School (Chairman)
 - ii) Two faculty from the same school (Member)
 - iii) Faculty from other school (Member)
 - iv) P.I/PC of the Project (Convener)
 - (c) It should be ensured by the PI/PC of the project that no one can be a member of the selection committee in case his friend/kith & kin is in the panel of candidates considered for selection.
 - (d) The selection committee report duly forwarded by Dean, R&D, along with Bio-Data of the candidate(s) selected and also considered for selection should be placed before Director for its approval.

(e) After Director's approval appointment letter may be issued to the selected candidates.

(f) In the appointment letter the following information must be clearly mentioned,

- (i) That the appointment is purely on temporary basis,
- (ii) The period of appointment,
- (iii) Consolidated salary (not more than as approved by the sponsoring agency)
- (iv) Leave entitlement as per rule.

.....End.....



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