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# Sponsored Research and Industrial Consultancy Policy



**BML Munjal University, Gurugram**

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Approved in 46<sup>th</sup> Board of Management Meeting; February 18, 2022



## Sponsored Research and Industrial Consultancy Policy

### 1. Preamble:

BML Munjal University (BMU) aims to be a leading university for the quality and impact of its teaching, research, and linkages with major stakeholders. The focus of the university is to find creative solutions to problems through application of knowledge. The university aims to create a talented community of students and faculty to excel in teaching, learning and research, in a creative and stimulating environment. BMU founding charter clearly expresses the commitment not only to be recognized as an institution of excellence in teaching but in research as well. An Office of Dean Research is created by the University for the purpose of:

- a) Promotion of Sponsored Research and Industrial Consultancy (SRIC), Translational Research, Technology Transfer and IPR.
- b) Project monitoring compliance with terms and conditions of agreement/ contract between sponsor(s) and the University as well as the SRIC Rules.
- c) Financial management of projects.
- d) Liaison with PIs, the University and Sponsors.
- e) Administration of the contractual/ deputed project personnel.
- f) Any other activities that may be assigned from time to time.

### 2. Definitions:

- 2.1. University means BML Munjal University (BMU), Gurugram.
- 2.2. School means all the academic schools.
- 2.3. Centres means all academic centres and centres of excellence at the university.
- 2.4. Vice-Chancellor means the Vice-Chancellor of BMU, Gurugram
- 2.5. Dean (Research) means Dean (Research) of BMU, Gurugram.
- 2.6. SRICC means Sponsored Research & Industrial Consultancy.
- 2.7. Finance Office (FO) means the Finance Office of BMU, Gurugram.
- 2.8. Project implies sponsored research or university projects or industrial consultancy projects or routine testing projects or sponsored through university resources.
- 2.9. Sponsored Research Projects means Research Projects sponsored by Government, public, private, national/international agencies, and autonomous bodies. Generally, the project cost including expenditure towards manpower, equipment, consumables and supporting services of the University is borne by the sponsor.
- 2.10. Consultancy Project means consultancy assignment/job given by outside agency to a faculty of the university for work within mutually agreed scope. It will also include a consultancy assignment/job referred to the School, Centre or a functionary of the University (i.e., Vice-Chancellor or Dean(s) or Registrar) which may be taken up as a Consultancy Project by faculty.
- 2.11. Routine Testing project implies those testing works where the rates are fixed by the School/Centre. The concerned Head/Faculty In-charge/Coordinator will be the PI.





- 2.12. **Sponsor** means the organization that offers a project to the University and provides necessary financial support for successful completion of the project in time.
  - 2.13. **Principal Investigator (PI)** means a regular faculty of the University who holds a permanent position in any School/Centre of the University, well equipped with necessary expertise and competence to conduct a Sponsored Research/ Industrial Consultancy work. Normally, the faculty member who submitted the project proposal and discusses/ negotiates it with the sponsor and is instrumental in getting the project is the Principal Investigator. For administrative reasons, the Principal Investigator of some projects may be appointed by the Vice-Chancellor of the University upon the recommendation of the University Research Committee, if the original PI leaves or his/her services are not available to the project for any other reason.
  - 2.14. **Co-Investigator (Co-PI)** means a faculty member co-opted by the Principal Investigator to work jointly with him. If a PI leaves the University or goes on leave, a Co-Investigator assumes the power of the PI with the recommendation of the Dean (Research) followed by the approval of the Vice-chancellor.
  - 2.15. **Consultant:** Consultant is an individual or government/ public sector undertaking/ government company or private company engaged for a specific period to carry out a specific job.
  - 2.16. **Project Staff** means a person appointed in conformity with the guidelines to work on a project covering (a) project staff and (b) project research staff.
  - 2.17. **Research Development Fund (RDF)** means a part of the Institutional Overhead Charges (IOC)/share received for sponsored research and Industrial consultancy projects credited to a separate fund operated by Dean (Research).
  - 2.18. **School Development Fund (SDF)** means a fund of the Department to which a part of the University overhead charges/ share from Research and consultancy Projects are transferred.
  - 2.19. **Professional Development Fund (PDF)** means a fund for individual academic staff, to which a part of the University overhead charges/ share from Research and consultancy projects are transferred.
  - 2.20. **Project Monitoring Committee:** Project Monitoring Committee (PMC) means the Committee constituted to monitor the large projects with outlay of more than Rs. 200 lacs.
3. **General:**
- 3.1. Individuals or School/Centre shall take up projects after taking approval of the Dean (Research). All funds in connection with Projects should be received in the name of the University. The account of Projects/RDF/SDF/PDF will be maintained by the university Finance Office in consultation with the PI and the office of Dean (Research). Norms for project initiation and management are given at Annexure 1.





- 3.2. The time spent by a faculty on Consultancy Project will not exceed one day per working week plus one day during weekend, thus a total of 104-man days during the calendar year.
  - 3.3. Report(s) and data collected/ originated out of the project are the joint Intellectual Property of the sponsor and the investigators which can be used by the sponsor for its own use only and cannot be disclosed to a third party without prior consent of the sponsor and the Principal Investigator.
  - 3.4. The IPR policy of the University shall be applicable. However, if there is a condition in MOU signed between the Sponsor and PI, regarding the IPR issue that will take precedence over the condition laid down in the above para.
  - 3.5. The report of the Sponsored Research and industrial consultancy projects will be kept by PI for a period of 03 years from the date of closure of the project and for routine testing from the date of issue of report.
  - 3.6. If a prima-facie case of malpractice and/or misconduct is established by a fact-finding committee against a staff member in connection with project(s), the Vice-Chancellor, on the recommendation of Dean (Research) may prohibit the concerned staff member to take part in any new project either as Principal Investigator or investigator, till such time that a final decision is taken by the appropriate authority in the matter. However, in such cases the concerned staff member will be expected to complete his/her obligations in the on-going project(s) with which he/she is connected, in order that the on-going projects and obligations to the sponsor do not suffer.
  - 3.7. All purchases under projects/PDF/SDF shall be made as per university norms.
  - 3.8. Faculty may accept honorary membership of the board of Directors of companies with the condition that there will not be any direct involvement of the faculty in the concerned industry/ company and such membership in the respective expertise is limited to five memberships.
  - 3.9. A sitting fee is payable to an expert other than those involved in the project for attending consultation meetings duly notified by PI in connection with the project work with the approval of Dean (Research).
4. Manpower:
- 4.1. Project Staff:
    - 4.1.1. The project staff shall be appointed for assisting/working on the project as per prescribed selection procedure, designations, qualifications and experience requirements and consolidated fellowship/emoluments as given at Annexure 2 & 3.
    - 4.1.2. Open selections will be held for all project positions.



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- 4.1.3. Appointments on all project positions drawing emolument shall be on contract only.
- 4.1.4. The Project staff shall work for fulfilling the objectives of the project.
- 4.1.5. Transfer of project staff from one project to another, either on completion or midway, may be permitted by Dean (Research) on the recommendation of respective PIs.
- 4.1.6. The tenure of appointment of a project staff will be at the most for the remaining duration of the project. The severance notice may be issued to the project staff by the PI one month prior to the termination of appointment.
- 4.1.7. On the completion of one year or more and on the recommendation of PI, the enhancement of fellowship/emoluments in the range of 10% to 20% of a project staff may be considered by the Dean (Research).
- 4.1.8. A contractual project staff appointed shall execute a Contract Agreement with PI at the time of joining with the explicit provision that the contract may be terminated by either side, the staff or PI, by giving one month's notice or one month's consolidated emoluments in lieu of the notice.
- 4.1.9. Appointment of project staff on ad-hoc basis against a project position can be considered by Dean (Research) on the recommendation of the PI for a period not exceeding 89 days.
- 4.1.10. Foreign nationals having relevant visa may also be appointed for fellowship for a period of 6 months on adhoc basis which may be extended up to One year on the recommendations of PI.

**4.2. Student Assistants:**

The PI may engage University Students (who may or may not be getting fellowship/ assistantship) as student assistants for the project work. The payment for such engagement shall be governed by university rules and regulations. PI may also offer internship to UG/PG/Ph.D. students from BMU or other national and foreign Institutes/universities to work under the project and a monthly payment also be made up to a maximum of PG fellowship amount admissible in vogue.

**4.3. Consultants:**

The PI may, with the prior approval of Dean (Research) may avail the services of individuals not in the University service or government organization or private company as Consultants. However, the amount payable to consultant(s) shall be limited to 40% of the total contracted amount in consultancy projects.





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## 5. Travel:

- 5.1. Approval and advance for domestic travel shall be accorded by PI including for self-subject to leave approved by the competent authority. Payment of charges to travel agents for Ticket purchase assistance, Visa assistance, Insurance etc. shall be admissible from project funds. However, if the sponsor has specified any specific condition(s) for travel under the project that shall be followed normally.
- 5.2. Any deviation for the travel under the rules and regulations of sponsor or BMU, shall require the approval from Vice-Chancellor on the recommendation of Dean (Research).

## 6. Finance and Accounts:

### 6.1. Research Project:

- 6.1.1. At the time of submission of a sponsored research project proposal, the PI shall make a provision of Institutional Overhead Charges (IOC) at the rate of 20% of the total project cost or at the rate permitted by the sponsor. However, this will not be treated as a condition for accepting the award of the project.
- 6.1.2. Transfer of Staff Costs out of Sponsored Research Project to Research Development Fund: In the Sponsored Research Project amount charged under the budget head of faculty time, staff costs will be transferred to the Research Development Fund. Further, if any amount is provided by the sponsor as honorarium to the investigators as one of the components in a Sponsored Research Project, the same may be distributed among them.

### 6.2. Consultancy Project:

- 6.2.1. At the time of submission of a consultancy project proposal, the PI shall make a provision for university share at the rate below.

Category	Consultancy Details	University Share (P)
I.	Routine Testing and Calibration	35%
II.	Use of University Infrastructure and Laboratories	30%
III.	No usage of University Infrastructure and Laboratories	20%
IV.	Academic Consultancy*	10%



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\*Teaching as Guest/Visiting-Faculty in Eminent Institutes/Universities, resource person for developing courses and contents, etc.

**Note:** There would be an exemption of University Share (P) for the projects under categories III & IV, if the total project value is below the basic salary of PI or the amount Rs, 100,000/-, whichever is less, with the approval of the Vice-Chancellor.

**6.2.2. Details of distribution of project fund shall be as below:**

Item	Category I	Category II	Category III	Category IV
Total money received	G	G	G	G
GST	L	L	L	L
Total contracted amount (T)	(G-L)	(G-L)	(G-L)	(G-L)
University share (P) *	0.35 T	0.30 T	0.10 T	0.10 T
Remaining amount (F)	0.65 T	0.70 T	0.90 T	0.90 T
Total expenditure	E	E	E	E
Balance Amount for distribution (S)	(F-E)	(F-E)	(F-E)	(F-E)

\*However, in case of a large consultancy project funded by a Government Organisation, University share may be negotiated with the approval of the Vice-Chancellor.

- 6.3. For consultancy projects with an outlay of Rs. 10 lacs or more, interim distribution may be permitted subject to the condition that the total distribution does not exceed 60% of the balance amount and that the amount of distribution is commensurate with the work completed.
- 6.4. A separate account head shall be maintained for each project. The Finance Office shall be responsible for the submission of audited statements of accounts as and when required by the sponsors.
- 6.5. For all ministerial staff, the upper limit for remuneration from Projects and other sources is 60% of the gross salary received in a financial year and for all Technical Staff it is 100%.
- 6.6. If any of the academic staff wishes to divert part or whole of his/her own remuneration to his/her Professional Development Fund, the same will be permissible.
- 6.7. The consultancy project norms shall be applicable for sponsored short-term courses dealt by School/Centres.



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**7. PDF AND SDF:****7.1. Share of PDF & SDF:**

The distribution of university shares to be credited to the PDF and SDF are as per the following table.

**Distribution of University Share in percentage**

Type of Project and Component available for distribution	Distribution %			
	RDF	SDF	PDF	Incentive to Office Staff & Staff Welfare Fund
A. Sponsored Research Project/HRD Programmes Institutional Overhead Charges Received from sponsor (I)	50	25	20	5
B. Consultancy Project	30	15	50	5
C. Routine Testing Project	70	20	5	5

**7.2. Utilization of PDF:**

7.2.1. The PDF can be utilized by the concerned individual for the following purposes.

- Travel (domestic and abroad) and related expenditure for individual, student or project staff / outside expert / consultant / intern.
- Exploratory visits.
- Engagement of project staff.
- Fee and related expenditure for acquiring training/qualification(s).
- Membership fee of professional societies.
- Books, journals related, printing charges for high quality journal and publications, stationary, computer consumables, any storage media, chemicals and any type of consumables required for academic and research work.
- Mobile phone (once a year), data card for internet, telephone call (pre or postpaid), connectivity charges.
- Office peripherals, furniture for lab and offices, camera (all types), instrument, computer (all types) and peripherals.
- Instruments, fabrication of equipment, new facilities, repairs, maintenance of equipment, calibration of the instruments, NABL accreditation expenditure, etc.







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- 7.2.2. Approval for self, students, project, and university staff, outside expert and intern for domestic travel by Dean (Research) through PI.
- International travel for faculty and university staff, shall require approval by Dean (Research) through PI.
  - International travel of project staff and consultants shall be approved by Dean (Research).
  - International travel of students shall be approved by the Dean (Research) on the recommendation of PI.
  - Engagement of persons and expenditure for more than the limit of expenditure with a single offer under PDF shall require the approval from Dean (Research).
- 7.2.3. The items purchased under 7.2.1 can be retained by the concerned faculty members permanently during the period of service and/or on retirement/leaving the service of the University.

**Note:** Leaving the University means not serving the University in any capacity like faculty/ re-employed faculty/Emeritus Fellow/Chair faculty/visiting faculty etc. Serving as consultant will not be counted as serving the University.

### 7.3. Utilization of SDF:

SDF fund can be utilized for the following purposes:

- Development of School/Centre Infrastructure facilities like equipment/furniture for laboratories, classrooms, committee/ conference rooms.
- Repair, maintenance, and A.M.C of equipment.
- Repair and maintenance of office and lab
- Seed money for holding conferences/ workshops and seminars etc.
- Engagement of project staff / hired manpower services (within 20% of total available funds at the beginning of the financial year)
- Instruments, fabrication of equipment, new facilities, repairs, maintenance of equipment, calibration of the instruments, NABL accreditation expenditure etc.

The budget for utilizing SDF may be recommended by the School/ Centre Administrative Head and approved by the Dean (Research).



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**8. Admission of Project Staff to Academic Programmes:**

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

**9. Sponsors Specific Conditions:**

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

**10. Exception Clause:**

These guidelines shall normally be applicable to all Projects. However, any changes required which do not constitute a policy change may be approved by the Vice-Chancellor on the recommendations of the Dean (Research).

**11. Review:**

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

**12. Force Majeure:**

In the event of either Party being prevented by Force Majeure to perform an obligation required to be performed by it, the relative obligation of the party(ies) affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" shall imply that neither Party shall in any circumstances whatsoever be liable to the other Party for any delay or failure to fulfill its obligations under this Agreement where any such delay or failure is caused in whole or in part by any reason beyond the control of the Party claiming such force majeure condition, and beyond contemplation of the Parties which may include, without limitation, the following: any act of terrorism, biological or chemical warfare or contamination, nuclear risks, fire, acts of God, natural calamities including but not limited to lightning, floods, earthquake, tempest, cyclone, hurricane, whirlwind, storm, landslide, drought or lack of water, and other unusual or extreme adverse weather or environmental conditions, war and any other form of violence including





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but not limited to civil riots and arson, floods, outbreak of an epidemic or a pandemic and continuation of its impact, partial or complete lockdown of supply of any goods or services or anything integral, whether or not on or under instruction/s or direction/s or advisory/ies of the Central or concerned State Government/s or any administrative, judicial or quasi-judicial authority/ies, any change in law including promulgation of a new Act or Regulation or Rule and the like framed by any governmental or supranational authority or any amendment to such already existing Act or Regulation or Rule, or any judgment, decree, order or direction of any court/ tribunal/ forum or any judicial or quasi-judicial authority which renders performance impossible in whole or in part; or any similar occurrence/reason as above. Each Party claiming non-performance of its obligations on the basis of a force majeure condition or event shall notify the other Party in writing immediately or within reasonable time of the occurrence/beginning as well as the termination/ending of such condition or event. If the Force Majeure condition(s) lasts for more than Thirty (30) days, either party shall have the option of terminating the Contract without any liability for breach or otherwise on its part resultant upon the termination. Further, neither Party shall be precluded from performing its obligations or be liable till the date either Party is notified of such force majeure event.

**13. Disclaimer and Final Decision:**

Final Decision shall be of the Vice Chancellor of the University and on behalf of the University, he shall have the right to amend the rules and terms and conditions stated above from time to time without any prior notice to the other party.



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**Annexure 1**

**1. Project Initiation And Management:**

- 1.1. Each project will have a Principal Investigator (PI) who will be a faculty member in the service of the University and who will be responsible for:
  - a) Formulating the project proposal which may include
    - I. planning of the work to be done,
    - II. estimating costs according to the guidelines provided in the later section, and
    - III. if necessary, identifying other Investigators, who shall also be faculty member(s)/ in the service of the University,
  - b) Coordination and execution of work,
  - c) Handling all communications with the sponsor,
  - d) Writing of intermediate and final reports according to the project proposal
  - e) Ensuring that all reports bear the name of the Principal Investigator and his/her signatures and the name(s) of the Investigator(s) who participated in the project,
  - f) Signing the Memorandum of Understanding (MOU) or Agreement with the sponsor, if required. Guidelines for MoU/Agreement are given at Annexure 4.
- 1.2. The PI will, at his discretion, co-opt the names of other faculty members as Investigators.
- 1.3. The PI will prepare research project proposal in conformity with:
  - a) permitted designation and emolument/fellowship rates for project staff, with qualification and experience as specified by the sponsor otherwise of the university
  - b) provision for Institution overhead charges as per the rules of the University,
  - c) other guidelines for Sponsored Research Projects, and
  - d) Rules, Regulations & Statutes of the University
- 1.4. All research project proposals shall be submitted to the sponsors through the concerned Head of the Department and Dean (Research).
- 1.5. It shall be the responsibility of the PI to get project work completed satisfactorily within the sanctioned grant and duration.
- 1.6. The PI shall ensure that the head-wise expenditure does not exceed the budgetary allocation as applicable.
- 1.7. The PI shall maintain the details of equipment purchased out of research project funds separately for each project and send a copy of the record to Dean (Research) for placing the same before the Govt. of Audit, for verification or as and when required for any other purpose.





- 1.8. The PI shall be responsible for maintenance of Laboratory Record Book (LRB) as required for IPR submission, periodical and/or final technical report(s) of the research project work to the sponsor as required. He/she will also send a copy of the final technical report to Dean (Research).
- 1.9. The PI shall write to the sponsor for timely release of funds with a copy to the Dean (Research) for follow up, if necessary.
- 1.10. For Research Project: The sponsor which assigns the research project usually are approached by an individual or a functionary of the University (i.e., Dean (Research) or Vice-Chancellor). For Consultancy project: The sponsor which assigns the consultancy project usually approaches the University for Consultancy work through an individual or a functionary of the University (i.e., Dean (Research) or Vice-Chancellor).  
When an individual is approached for the work, he/she will be normally the Principal Investigator. If the project is referred to a functionary, the Principal Investigator would be identified by Dean (Research) as per the project.
- 1.11. No retiring faculty member be allowed to submit a consultancy project proposal as Principal Investigator (PI), if its duration extends to one year or more beyond his/her date of retirement, or if more than half of the proposed duration of the project falls beyond the date of retirement of the PI.
- 1.12. The Emeritus Fellows, Chair Faculty, Visiting Faculty, etc. can be appointed/ nominated/ continued as principal investigator for research projects if the sponsors do not have any objection. The retired faculty working under Emeritus Fellowship be allowed to continue as Principal Investigators in the ongoing consultancy projects, if the sponsors do not have any objection. Emeritus Fellows, Chair Faculty, Visiting Faculty, etc. can only be investigator(s) for the new consultancy projects.
- 1.13. If the PI leaves the university, retires or proceeds on leave or is not available for some reason, Dean (Research), on the recommendation of the PI (if he/she is available) may appoint a new PI, who will assume the powers and responsibilities of the PI. The new PI should be agreeable to become PI. The new PI will also give an undertaking to complete the project in the remaining funds and time period, to the Dean (Research). However, in exceptional circumstances, a retired faculty member may continue to work as PI with the approval of the Vice-Chancellor, if he/she continues to serve the university in some other capacity.





- 1.14. Normally the agreed charges of the consultancy project are to be deposited by the sponsor, in full, before the work commences. However, this stipulation is negotiable. In cases where the work is started with only partial charges deposited in advance, the arrangements of subsequent receipt of funds from the client have to be clearly spelled out in advance.
- 1.15. Project file will be closed with the submission of the final project report and final settlement of accounts etc.

## 2. Budgetary Norms:

### A. For Research Projects:

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

- a) Permanent equipment to be procured / fabrication of equipment or models.
- b) Consumable materials.
- c) Travel expenses in connection with the project work (domestic and foreign if budgeted/ allowed by sponsor)
- d) Computational or other charges payable to any other outside agency.
- e) All contingency expenses for report preparation and literature (books, journals) and any other item budgeted under the proposal and approved by the sponsor.
- f) Expenses for manpower, work to be carried out on payment basis, assistantship/ internship to student assistants.
- g) Insurance on equipment and manpower during travel

### B. For Consultancy Projects:

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

- a) Permanent equipment to be procured / fabrication of equipment or models.
- b) Consumable materials.
- c) Travel expenses in connection with the project work.
- d) Computational or other charges the Principal Investigator may have to pay to the University or any other outside agency in the course of the execution of the work.
- e) Charges to be paid for the use of specific equipment in the departments or central facilities.





- f) Contingency expenses to cover cost of supplies, preparation of report, typing, word processing, drawing, drafting, stationery, reproduction, literature (books, journals, membership fee for professional societies), postage, courier, FAX and telephone (including rental and STD/ISD call bills of telephone at residence or mobile phones), cost of insurance of personnel/equipment being used for the project and medical reimbursement on duty (excluding major ailments) for staff etc.
- g) Expenses for manpower, work to be carried out on payment basis, remuneration to student assistants.
- h) Insurance on equipment and manpower during travel.
- i) Any other costs considered appropriate.

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

**3. Collaboration with Outside Organizations:**

If collaborations with other Govt./Public/Private Sector organizations are envisaged, the nature scope and financial budget of the proposed arrangements will also be specified at the time of submitting the project proposal to the sponsor for approval. However, the amount for collaboration with private organisation(s) for consultancy project(s) may not exceed 40% of the total budget for the project.

**4. Liability:**

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

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





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**5. Disagreements/Disputes:**

- 5.1. Any disagreement within the University arising at any stage of a Consultancy project will be resolved in consultation with the Dean (Research)/Vice-Chancellor to ensure an expeditious removal of bottlenecks and smooth functioning of the project.
- 5.2. In case of any dispute arising at any stage of Consultancy project between Investigator(s) and the sponsor (s), the Investigator(s) will be responsible for settlement of the dispute.
- 5.3. All legal action will be subject to jurisdiction at Civil Courts of Gurugram/Haryana.

**6. Arbitration:**

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

**7. Publication Of Results:**

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

**8. Project Monitoring Committee:**

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



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Dean (Research)	Chairman
Faculty-In-Charge of respective School	Member
An expert on the subject (to be recommended by the Dean of School)	Member
Principal Investigator	Member
One expert from outside the university in relevant field, if required	Member
Representative of sponsor, if required by sponsor	Member

**9. Forms:**

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



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Approved in 46<sup>th</sup> Board of Management Meeting; February 18, 2022



**Annexure 2**

**Selection Procedures For Recruitment Of Project Staff  
(Including for Walk in Interview)**

**1. Preparation of Draft Advertisement:**

Principal Investigator will send the draft advertisement to Dean (Research) for approval. Dean (Research) will approve the draft advertisement and return it to the Principal Investigator for notification/ advertisement.

**2. Advertisement of The Positions:**

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

**3. Screening of Applications:**

- a) The PI will fix the meeting of the Screening Committee and send the report of the screening committee to Dean (Research) for approval.
- b) The PI will issue the letters to the candidates called for interview after Screening Committee report has been approved by Dean (Research)
- c) For walk-in interview, screening is not required.

**4. Screening Committee Constitution:**

Faculty from the existing panel approved by the Vice-Chancellor	Chairman
Concerned Principal Investigator	Member
One faculty member from the Department as available to the PI	Member

**5. Interview:**

- a) The PI will fix the date of the interview and get the interview conducted. The PI will send the recommendations of the Selection Committee to Dean (Research) for approval.
- b) The PI will arrange the walk-in-interviews on the advertised date by a duly approved Selection Committee.





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**6. Selection Committee Constitution:**

**Project Staff:**

Faculty from the existing panel approved by the Vice-Chancellor	Chairman
Head of the Concerned Department or his nominee	Member
Concerned Principal Investigator	Member
One faculty member from outside the Department as available to PI	Member
One external expert from outside the University If required by the sponsor	Member

**For Ph.D. Admission:**

For Ph.D. Admission of Project staff, the eligibility and selection process etc shall be as per university Ph.D. rules and regulations.

**7. Final Selection/Appointment:**

The Selection Committee report will be approved by Dean (Research).



**Project Positions, Qualifications and Fellowships/Emoluments, Terms and Conditions for Projects Staffs****1. Project Positions, Qualifications and Fellowships/Emolument's:**

Sl. No.	Manpower Position	Essential Qualification	Upper Age limit (years)	Monthly Emoluments (Rs.)
1.	Scientific Administrative Assistant / Field Worker	Graduate degree in any discipline	50	18,000/- + HRA
2.	Laboratory Assistant/Technician / Project Assistant / Technical Assistant / Field Assistant	B.Sc / 3 years Diploma in Engineering & Technology	50	20,000/- + HRA Increment of 15% for 3 years of experience with maximum ceiling of 4 such revisions i.e. upto 12 years of experience.
3.	A. Project Associate-I	Master's Degree in Natural or Agricultural Sciences / MVSc or bachelor's degree in Engineering or Technology or Medicine from a recognized University or equivalent	35	31,000/- + HRA
	B. Project Associate-II	(i) Master's Degree in Natural or Agricultural Sciences / MVSc or bachelor's degree in Engineering or Technology or Medicine from a recognized University or equivalent; and (ii) 2 years' experience in Research and Development in Industrial and Academic Institutions or Science and Technology Organisations and Scientific activities and services	35	35,000/- + HRA
4.	Senior Project Associate	(i) Master's Degree in Natural or Agricultural Sciences / MVSc or bachelor's degree in Engineering or Technology or Medicine from a recognized University or equivalent; and (ii) Four years' experience in Research and Development	40	42,000/- + HRA



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		in Industrial and Academic Institutions or Science and Technology Organisations and Scientific activities and services  OR  Doctoral Degree in Science / Engineering / Technology / Pharma / MD / MS from a recognized University or equivalent		
5.	Principal Project Associate	(i) Master's Degree in Natural or Agricultural Sciences or Bachelor's Degree in Engineering or Technology or Medicine from a recognised University or equivalent; and  (ii) Eight years' experience in Research and Development in Industrial and Academic Institutions or Science and Technology Organisations and Scientific activities and services  OR  (i) Doctoral Degree in Science / Engineering / Technology / Pharma / MD / MS from a recognized University or equivalent; and  (ii) Four years' experience in Research and Development in Industrial and Academic Institutions or Science and Technology Organisations and Scientific activities and services	40	49,000/- + HRA
6.	Project Scientist I	Doctoral Degree in Science or Master's Degree in Engineering or Technology from a recognized University or equivalent	35	56,000/- + HRA
7.	Project Scientist II	(i) Doctoral Degree in Science or Master's Degree in Engineering or Technology	40	67,000/- + HRA





		from a recognized University or equivalent; and (ii) Three years' experience in Research and Development in Industrial and Academic Institutions or Science and Technology Organisations and Scientific activities and services		
8.	Project Scientist III	(i) Doctoral Degree in Science or Master's Degree in Engineering or Technology from a recognized University or equivalent; and (ii) Six years' experience in Research and Development in Industrial and Academic Institutions or Science and Technology Organisations and Scientific activities and services	42	78,000/- + HRA
9.	*Project Scientist B	Master's Degree in Science or Bachelor's Degree in Engineering or Technology with minimum 60% marks from a recognized University or equivalent	35	56,000/- + HRA Increment of 5% for every 2 years of experience subject to performance review.
10.	*Project Scientist C	(i) Master's Degree in Science or Bachelor's Degree in Engineering or Technology with minimum 60% marks from a recognized University or equivalent; and (ii) Three years' experience in Research and Development in the relevant field.	40	67,000/- + HRA Increment of 5% for every 2 years of experience subject to performance review.
11.	*Project Scientist D	(i) Master's Degree in Science or Bachelor's Degree in Engineering or Technology with minimum 60% marks from a recognized University or equivalent; and (ii) Seven years' experience in Research and Development in the relevant field.	45	78,000/- + HRA Increment of 5% for every 2 years of experience subject to performance review.





12.	PI/Project Coordinator – I (For Non-Governmental / Voluntary Organizations)	Doctoral Degree in Engineering / Sciences / Medicine / Pharma / Social Sciences / MD	As per the scheme	60,000/- (Consolidated)
13.	PI/Project Coordinator – II (For Non-Governmental / Voluntary Organizations)	Master's Degree in Engineering / Sciences / Social Sciences	As per the scheme	30,000/- (Consolidated)
14.	#Project Manager	Doctoral Degree in Science or Master's Degree in Engineering or Technology from a recognized University or equivalent with 20 years of experience in relevant field.	Minimum age of 45 years	1,25,000/- (Consolidated)

**Note-**

- To meet specific needs of the project, any change in qualification and emoluments may be approved by Dean (Research) on the recommendation by PI.
- However, if the sponsor (e.g., DST, DAE, CSIR) has specified any specific designation(s), qualification and employment condition(s) for manpower that shall be followed.

- HRA:** The project staff (including those appointed on ad-hoc basis) shall be entitled to HRA as per the University rules if accommodation in the campus is not made available to him/her. If the person is residing within the Campus, House Rent Allowance (HRA) up to entitlement or actual payment made whichever is less will be payable. HRA shall be charged to the salary head of the respective project.





2. **Conduct Rules:** The project staff shall maintain record and secrecy of the findings/technical information and shall not communicate in any manner without the approval of the PI any official document or information to any person or agency. They shall also follow the general code of conduct of the university.
3. **Disciplinary Proceedings:** Dean (Research) may, at his own discretion or on the recommendation of the PI, constitute committee(s) to conduct disciplinary proceedings against project staff, if necessary. On the basis of the report of the committee, suitable disciplinary action may be initiated, and a penalty be imposed by the Dean (Research).
4. **Leave:** All project staff working on project shall be entitled for following types of leave:
  - a) Casual leave: 8 days per year on pro-rata basis
  - b) Earned leave: 2 ½ days per completed month of work
  - c) Maternity leave: 135 days (Only for the appointment for a year or more)
5. The record of the leave shall be allowed and maintained by PI.
6. **Medical Insurance:** Annual premium for medical insurance (for illness requiring hospitalization may be reimbursed to project staff appointed for 1 year or more with the limit of sum assured of Rs. 3.00 Lac for self, Rs. 3.00 lac for spouse and Rs. 1.50 lac for each child (up to two children) on the recommendation of PI chargeable to project if funds are available in the project.







**Annexure 4**

**Guidelines For MoU/Agreement**

PI shall sign all types of contracts/agreements pertaining to Projects, Research and Development with the approval of Dean (Research). However, in specific cases Dean (Research) may also sign the contract. If a MoU/Agreement is required to be signed with the sponsor of a Consultancy Project, it should generally include the following clauses. Additional clauses may be added if considered necessary:

**1. General:**

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

**2. Scope:**

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

**3. Time Frame**

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

**4. Consultancy Charges and Payment Terms:**

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

**5. Responsibilities:**

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

**6. Patents/Publications:**

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

**7. Force Majeure:**

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

**8. Arbitration:**

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





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**9. Liability and Indemnity:**

This clause should indicate the maximum liability which is to be accepted in the event of the project being terminated without completion at any stage and shall be in conformity with clause given earlier and further indemnification for the damages caused to the University by acts or omissions of the defaulting party.

**10. Amendment to the MoU:**

The clause should specify a provision for amendments to any one or more clauses of the MoU through mutual consent, at any stage during work of the project, due to any reason whatsoever. The model formats of MoU of the University may be used as such or with minor modifications conforming to the above guidelines.

**11. Confidentiality Clause:**

This clause shall be included in order to protect the confidential information shared.

**12. Jurisdiction:**

This clause shall talk about the jurisdiction along with the Arbitration clause mentioned in Clause 8 above.

**13. IPR:**

Clause shall inform the Intellectual Property Rights of the University and the result of breach thereof



Registrar

BML Munjal University, Gurugram