

त्रिपुरा विश्वविद्यालय TRIPURA UNIVERSITY

(केन्द्रीय विश्वविद्यालय / A Central University)

सूर्यमणिनगर, अगरतला / Suryamaninagar, Agartala

त्रिपुरा(प.) / Tripura (W.), पिन / PIN – 799022, भारत / INDIA



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ई-मेल / E-Mail: registrar@tripurauniv.ac.in

वेबसाइट / Website : www.tripurauniv.ac.in

CERTIFICATE

3.1 - Promotion of Research and Facilities

3.1.1 - The institution Research facilities are frequently updated and there is well defined policy for promotion of research which is uploaded on the institutional website and implemented.

The relevant and supporting documents for the above mentioned criteria are attached in annexures.


27/9/23
Registrar

(Dr. Deepak Sharma)
Registrar
Tripura University

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Date: 29th June, 2021

NOTIFICATION

This is for information that the Institution's Innovation and Startup policy has been framed by the committee for the formation of Institution's Innovation Startup Policy in its second meeting held on 15th May, 2021 which has been duly approved by the Hon'ble Vice-Chancellor, Tripura University.

The detailed policy shall remain available in the Tripura University website: www.tripurauniv.ac.in.


(Dr. Deepak Sharma)
Registrar

Copy to:

1. The Dean, Faculty of Arts & Commerce, T.U.
2. The Dean, Faculty of Science, T.U.
3. The Dean, Students' Welfare, T.U.
4. The Head/ Head In-charge, Department of _____, T.U.
5. All Faculty Members, T.U.
6. All Officers, T.U.
7. Sri Suman Das, Sr. Technical Assistant, T.U. with a request to upload the notification and other details in the T.U. website.
8. P.S. to the Vice-Chancellor, T.U. for kind information of the Hon'ble Vice-Chancellor.


25/4/22
(Dr. Deepak Sharma)
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Tripura University

Institute Innovation and Startup Policy

Tripura University (A Central University)

1. Introduction

Tripura University has been encouraging Innovation and Entrepreneurship among its fraternity since 2015. It provides a platform for encouraging start-ups by permitting its faculty and students to pick up Biotechnology Ignition Grants through National Screening while being virtually incubated at Technology Business Incubator in other States. It permitted filing of intellectual property by its fraternity since 2016. It formally introduced core courses in Intellectual Property Rights (since 2016), Innovation and Entrepreneurship Management (2021) and elective courses in Innovative Concept Development (since 2019). It encouraged budding Entrepreneurs and Intrapreneurs to convert their innovative ideas into commercially viable products by permitting them to form startups (as early as 2018) and supporting them with funding for IP protection (2019) and product commercialization (2021). It empaneled an IP attorney firm (2020) and signed MoU with KIIT Technology Business Incubator (2020) to promote and strengthen Entrepreneurship ecosystem at the University further. It received a Business Incubator from MSME in 2021 and four of the proposals submitted through the BI were selected for funding by MSME. The Innovation and Entrepreneurship journey of Tripura University dates back to 2015 with its first startup (2019) gained national visibility by 2020.

2. Vision

The university intends to build an innovative ecosystem of National importance that would make its alumni self-reliant and well-groomed to contribute to societal development at the regional & national level.

3. Mission:

- i) To create a regional facility for supporting Startup and innovation ecosystem in the state.
- ii) To create an academic ambience with entrepreneurial blend among its fraternity leading to Atmanirbhar Bharat.

4. Objectives: -

Tripura University aims to setup a Technology Business Incubator with extramural funding

- i) To establish a conducive atmosphere for innovation at Tripura University.


25/4/22
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- ii) To adequately train the students to pick up entrepreneurship as a career opportunity.
- iii) To provide cost effective incubation support mentoring, legal, financial, technical and intellectual property support to the startups/ entrepreneurs.
- iv) Interfacing and Networking between academic organization, research institutions, industries and financial sources (venture capitalist/Angel investors/funding agencies).
- v) To nurture and groom creativity and innovation of the University fraternity through offering appropriate elective courses, organize conferences, seminars, lecture series, training programs, workshops, boot-camps, hackathons and so on.

5. Resource mobilization

The pre-incubation and incubation infrastructure and facility support, fund management support from Institute funding and external funding sources would be facilitated.

- i) As recommended in National Innovation and Startup policy 2019 by MHRD, 1% of the total annual budget of the University will be allocated for funding and supporting innovation and startups related activities through the creation of separate 'Innovation fund'.
- ii) Private and corporate sectors will be approached (based on requirement and nature of innovation) to get fund under Corporate Social Responsibility (CSR) as per Section 135 of the Company Act 2013.
- iii) Sponsorship and donation from alumni and patrons would be attracted to promote Innovation & Entrepreneurship (I&E).
- iv) Tie up with mentor TBI for availing the BioNest and BRTC funding would be explored.
- v) Options of all sources of external funds from government (state and central) such as DST, DBT, MHRD, AICTE, TDB, TIFAC, DSIR, CSIR, BIRAC, NSTEDB, NRDC, Startup India, InvestIndia, MeitY, MSDE, MSME, etc. and non- government sources should be encouraged.

6. Governing Council: The Innovation and Entrepreneurship Centre will have a Governing Council which will serve for a period of three years and can be re-appointed for further periods. The Council would consist of following members:

- i) Vice Chancellor, Tripura University – Chairperson
- ii) Dean, Sciences - Member
- iii) Convener/Coordinator of the Innovation and Entrepreneurship Centre – Member & Convener
- iv) Faculty members associated with Startup & Innovation cell - Member
- v) Any one internal/external member nominated by the Institute – Member


25/4/22
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- vi) Industry Representative – Member
- vii) Representative of the mentor TBI – Member.

7. **Start-up Eligibility:** Companies are eligible for start-up facility at Tripura University Incubation Centre provided its shareholders or partners are from the following categories:


- i) Students of Tripura University
- ii) Alumni of Tripura University
- iii) Regular Faculty members of Tripura University
- iv) Individuals partnering with regular faculty members/alumni of Tripura University
- v) Universities/Institutions having R&D collaboration with Tripura University

8. **Start-up Admissibility Procedure:** The applications shall be processed once the applicant (s) has taken due recommendation from respective HoD and approval from Dean of the concerned faculty. For students and scholars, an additional consent from the mentor/supervisor (whose idea/laboratory would be used) will be required. An Internal Review Committee (IRC) constituted by the Governing Council and invited experts (based on the proposal submitted) would be setup to evaluate and carry out the selection procedure. Companies or Institutions which are not related to Tripura University, can directly address their applications to 'The Coordinator, Innovation and Entrepreneurship Centre, Tripura University'.

The process for admission will include the following steps:

- i) the potential incubatees for admission to the Centre for Innovation and Entrepreneurship will be required to submit an application including Business Plan and details of IP/ technology based on which a company is proposed to be promoted/ founded.
- ii) In case the IP/ technology is developed by Tripura University, a copy of the letter of approval from the University for transfer of /licensing of/ permission to use IP in favour of prospective incubate companies.
- iii) The business plan must cover all aspects including: company description, value proposition, products and services, market and competition analysis, revenue model, milestones and timelines, development and marketing plan, organizational structure, core team, risk analysis, funding requirements, projected financials and letter of enquiry received (if any). Any additional information as might help in the assessment of the proposal should be added.

If the initial evaluation of the business plan / executive summary is positive, Centre for Innovation and Entrepreneurship will arrange a meeting with the company founders, during which the company will be expected to present their proposal, describing critical aspects of the business plan to Institutional Review Committee followed by answering any questions which might arise. A final decision will be made regarding the acceptance of the company as a start-up based on all the above-mentioned evaluation. Keeping in mind the current changing situation, this reviewing process could also be online.


25/4/22
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Coordinator
Tripura University

- 9. Agreement:** The Company will enter into an agreement with Centre of Innovation and Entrepreneurship upon approval of their business plan. The Company commence its operation at the Centre upon signing of the agreement between both the parties.

Since Tripura University is yet to setup a TBI with allocated space for incubatee, upon being selected the startup will get access to the laboratories and the library facility of the University. The access to the facility might be on a payment basis (applicable to the inhouse members) or in a collaborative mode (decided on case-to-case basis).

10. Services

The Centre would assist in providing the following services:

- i) Company registration and filings
- ii) Trained manpower for hiring (our students)
- iii) Intellectual Property (Copyrights, Trade Marks, Patent) filings (tie-up with IP Attorney firm)
- iv) Training/Conferences/Workshops
- v) Seed Funding information and handholding
- vi) Governmental Agency funding
- vii) Networking and linkages with mentors, funding, technical expertise, Venture capitalists / Angels / Investors Introductions
- xi) Showcasing Tripura University incubated companies through networking and events
- xii) Entrepreneurship meets

11. Periodic Assessment


Tripura University incubation center will evaluate the performance of incubatee companies, who will be required to submit information on a quarterly basis in a prescribed format. Additionally, incubatee companies may also be subjected to annual assessments.

12. Tenure in Incubation Centre

Companies will be permitted to stay in the incubation centre, to begin with, for a period of 24 months that may be extended to another 12 (6+6) months after review at each stage. A nominal monthly charge will be levied to a company for this period of 36 months based on the utilized services.

13. Equity

In lieu of support and services to be provided, the incubatee companies will be charged in the form of equity and/or revenue sharing on its profit. The percentage of equity and revenue sharing will be decided by Tripura University. Tripura University will hold the equity between 3 to 5% for the service provided based to the support received from the University. For


25/4/22
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business based on University IP/ financial support, the percentage equity will be higher.

14. Pedagogy and learning Interventions for Entrepreneurship Development

Diversified approach should be adopted to produce desirable learning outcomes which should include cross disciplinary learning using mentors, labs, case studies in place of traditional lecture-based delivery. Credit courses on Innovative concept development, IPR, etc will be offered to train the students in these lines. Activities/Workshops/lectures by experts/Idea competition will be organized by departments/Centre for Innovation and Entrepreneurship/ Institutions Innovation Council formed as per the directive of MoE from time to time on a regular basis. Students would be encouraged to adopt MOOC courses on Innovation, Entrepreneurship and IPR related topics.

In the beginning of the academic year, Centre for Innovation and Entrepreneurship/ IIC Tripura University will conduct an induction programme about importance of I&E so that freshly inducted students are made aware of the entrepreneurial agenda of the University and the available facilities for supporting the same.

15. Conflict of Interest:

There should be no conflict of interest. The faculty engaging in Faculty Entrepreneurship must ensure that a harmonious balance is maintained between the Institute's needs and the needs of the concerned faculty. The Faculty would need to sign the Conflict-of-Interest form and also the Conventional Disclosure Form on formal approval of the startup by the Centre. A Tripura University member is able to influence a departmental decision for acquisition of laboratory and other equipment which could benefit an incubatee company in which he/ she is an interested person.

- i) A Tripura University member is in a position to circumvent prevailing policies for making use of Tripura University facilities for the benefit of an incubatee company in which he/ she is an interested person.
- ii) A Tripura University member in a position to make use of the suppliers and service providers of Tripura University for undue advantage of an incubatee company in which he/ she is an interested person.
- iii) A Tripura University member procures consultancy assignments or other business in name of Tripura University and outsources them to the incubatee company in which he/ she is an interested person.
- iv) Use of Tripura University students or employees to perform a work for an incubatee company without any compensation when the work is not related in any way for their academic pursuits.
- v) A person who is interested in one incubatee company and involved in a decision- making process also affecting other incubatee companies leads to a situation of conflict of interest.
- vi) When an incubatee company, its promoters, employees and staff or any


25/4/22
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interested person acts in manner to benefit the incubatee company at the disadvantage of Tripura University.

- vii) When Tripura University members are neglecting their respective commitments towards Tripura University for their association with incubatee companies.
- viii) Tripura University employees and associates are in position to use sensitive information pertaining to incubatee companies for their personal advantage.
- ix) Conflict of interest of any sort not limited to blood relations, spouse, etc. should be avoided.


16. **Mentoring and Advisory Services:**

Specialized mentors may be made available, based on demand, to the companies to assist with strategic areas or to provide project-oriented consultation. In such case mentor has to be compensated by the company either by equity sharing or by providing fees.

17. **Member's engagement with Start-ups**

Faculty/Staff member involvement

- i) Full Time: Faculty member may avail Sabbatical / EL for stipulated period as per Tripura University norms and may work full time for the Company. Alternatively, they can devote full time by keeping lien with Tripura University (as per University approval). Compensation offered to the Faculty member through shares and/or cash, must be declared by the member to Tripura University. Member must not involve himself / herself in any capacity with the company except as shareholder on re-joining University after sabbatical / EOL. In case, he / she is involved as a mentor, consultant or any other form other than a shareholder after sabbatical / EOL, rules applicable will be same as that of part-time.
- ii) Part time: A Faculty member can participate in a Start-up on a part time basis if there is no conflict of interest. They will do their normal teaching & other activity in their departments / centres and can spend only two day per week (as per the consultancy rules) for the entrepreneurship activities. The compensation to the faculty member may be as per Tripura University norms for consultancy projects. As an alternative, a Faculty member can obtain shares of the Start-up company as compensation for the engagement with the company. In such a case, the Faculty member must apply for approval for engagement with the Start-up. Further, the faculty member will offer 20%, or as decided by Tripura University, of the shares/revenue offered to them to Tripura.


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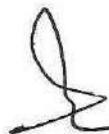
- iii) In case the faculty member forms the startup with University approval with appropriate external funding, the part time rules will be applicable with one exception. If the startup and/or the IP involved has been generated with Tripura University funding, then the share to be offered to Tripura University will be higher as compared to cases involving no financial input from Tripura University during IP generation and start up formation.

Research Scholars' / Students' Involvement

- i) **Full time:** A research scholar / student can seek permission from Tripura University to take special leave for a semester, or an additional period for which formal permission will be granted by Tripura University, to work for a Start-up on a full-time basis. This may be treated as withdrawal under permission from Tripura University for the specified period for which such special leave is formally granted. The Research Scholar/Student, on returning, must satisfy all norms (including maximum duration norms of his/her respective programme of study) to earn a degree.
- ii) **Part time:** A research scholar / student can seek permission from Tripura University to work for a start-up on a part-time basis. The Tripura University part-time engagement norms in projects during a semester/vacation period will apply. Students who are under incubation, but are pursuing some entrepreneurial ventures while studying should be allowed to use their address in the institute to register their company with due permission from the institution
- iii) Attendance relaxation up to 50% may be provided (i.e. 50% attendance) to the student entrepreneur with prior approval from the Institute.

Others

- i) Tripura University Innovation and Entrepreneurship Centre does not guarantee success and/or feasibility of the technology transferred from the Institute. Tripura University or any person representing them shall not be liable for any acts or omissions of the incubated company.
- ii) The above policy is subject to periodic review and amendment at a time.
- iii) Any/all disputed between the parties shall be referred for arbitration to the Vice Chancellor, Tripura University or person so nominated by him/her, whose decision will be final and binding upon the parties. The place of arbitration shall be Agartala


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Registrar
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3.1.01

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केंद्रीय विश्वविद्यालय / A Central University



Suryamaninagar, Agartala

Tripura (W), PIN-799022

CONSULTANCY

Rules, Guidelines & Related Information

November, 2020

Issued by

[Signature]
..... 2/11/2020

[Signature]
25/4/22
Dr. Deepak Sharma
Registrar
Tripura University

TRIPURA UNIVERSITY RULES FOR CONSULTANCY SERVICE

1. PREAMBLE

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

2. DEFINITIONS

- 2.1. **University** means Tripura University (A Central University), Suryamaninagar, Tripura (West).
- 2.2. **Department** means all the academic departments, academic centres, and research centres of the University
- 2.3. **Vice-chancellor** means Vice-chancellor of the Tripura University
- 2.4. **Coordinator of Consultancy Cell (Coordinator, Consultancy Cell)** means Coordinator of Consultancy services, Tripura University.
- 2.5. **Consultancy Project** means consultancy assignment/job given by outside agency to a faculty of the University to work within mutually agreed scope. It will also include a consultancy assignment/job referred to the Head of the Department or a functionary of the University (i.e. Vice-chancellor or Dean(s) or Registrar) which may be taken up as a Consultancy Project by faculty.
- 2.6. **Routine Testing project** implies those testing works where the rates are fixed by the department. The concerned Head of the Department will be the PI.
- 2.7. **Sponsor** means the organization that offers a Project to the University and provides necessary financial support for successful completion of the project in time.
- 2.8. **Principal Investigator (P.I.)** is a member of the faculty/scientist of the University with necessary expertise and competence to conduct a Research and consultancy work. Normally, the faculty/scientist who submits the project proposal and negotiates with the sponsor and is instrumental in getting the project funding is the Principal Investigator (PI). In case of research project, emeritus fellow/emertus

2

25/4/22
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- professor/visiting professor may also be the PI.
- 2.9. **Investigator (I)** means a person from amongst the faculty/scientist (including Emeritus Professor, visiting professor) co-opted by the Principal Investigator to work jointly with him/her on the project or any other Group 'A' staff so permitted by the Vice-chancellor.
 - 2.10. **Consultant:** Consultant is an individual faculty member or government/public sector undertaking/ government company engaged for a specific period to carry out specific job.
 - 2.12. **Project Staff** means a person appointed in conformity with the guidelines to work on a project.
 - 2.13. **Research Development Fund (RDF)** means a part of the Institutional Overhead Charges (IOC)/share received for consultancy project / routine testing credited to a separate fund operated by the finance office of the University
 - 2.14. **Departmental Development Fund (DDF)** means a fund of the Department to which a part of the University overhead charges/ share from Research and consultancy Projects are transferred.
 - 2.15. **Professional Development Fund (PDF)** means a fund for individual academic staff, to which a part of the Institute overhead charges/ share from consultancy projects / routine testing are transferred.
 - 2.16. **Project Monitoring Committee:** Project Monitoring Committee (PMC) means the Committee constituted to monitor the large projects with outlay of more than Rs. 100 lacs.

3. GENERAL

- 3.1. Individuals or Departments shall take up *Projects* (Consultancy and routine testing) after taking approval of the Coordinator, Consultancy Cell through the Head of the concerned Department. All funds in connection with *Projects* should be received in the name of the Tripura University (A Central University), Suryamaninagar, Tripura (West). The account of *Projects* will be maintained by Consultancy Cell Office and controlled by Finance Officer of the University. Norms for project initiation and management are given at **Annexure 1**.
- 3.2. The time spent by a faculty/scientist on Consultancy Project will not exceed one day per working week plus one day during week end, thus a total of 104 man days during a calendar year.
- 3.3. Consultancy project from any sponsor can be taken up for a minimum amount of Rs. 50,000/-. For consultation work involving only site visit or personal discussion a minimum amount of Rs.10,000/- per man-day for faculty/scientist/ Group A staff and Rs.1,000/- per man-day for technical and other non-academic staff may be charged.
- 3.4. University staff may be granted leave up to 15 days during a calendar year for work related to consultancy *Projects*, in addition to the special casual leave available as per University norms.

2022

25/4/22
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- 3.5. Report(s) and data collected/ originated out of consultancy 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.
- 3.6. 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.

The report of the Sponsored Research and consultancy projects will be kept by PI for a period of 20 years from the date of closure of the project and for routine testing from the date of issue of report, as per the RTI Act 2003.

- 3.7. If a prima-facie case of malpractice and/or misconduct is established by a fact finding committee against a staff member in connection with Consultancy project(s), the Vice-chancellor, on the recommendation of Coordinator, Consultancy Cell 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 ongoing project(s) with which he/she is connected, in order that the ongoing projects and obligations to the sponsor do not suffer.
- 3.8. All purchases under projects shall be made as per University norms. In case of equipment which is to be carried outside, the same should be insured before they are taken out.
- 3.9. Faculty/scientist may accept honorary membership of board of directors of companies with the condition that there will not be any direct involvement of the faculty in concerned industry/company and such membership in the respective expertise is limited to five membership.
- 3.10. A sitting fee of Rs 1000 (Routine Testing project) and Rs 2000 (consultancy project) 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 Coordinator, Consultancy Cell.

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 and 3 or as prescribed in supported research projects (May be changed as per the G.O.I. orders)
- 4.1.2. Open selections will be held for all project positions.
- 4.1.3. Appointments on all project positions drawing emolument shall be on contract tenure only.
- 4.1.4. The Project staff shall work for fulfilling the objectives of the project.

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- 4.1.5. Transfer of project staff from one project to another, either on completion or midway, may be permitted by Coordinator, Consultancy Cell 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 shall be issued to the project staff by the PI one month prior to the termination of appointment.
- 4.1.7. On the completion of one year or more and on the recommendation of PI, the enhancement of fellowship/emoluments of a project staff may be considered by the Coordinator, Consultancy Cell.
- 4.1.8. A contractual project staff appointed shall execute a Contract Agreement with PI at the time of joining with the explicit provision that the contract may be terminated by either side, the staff or PI, by giving one month's notice or one month's consolidated emoluments in lieu of the notice. The contract will be complete when countersigned by Coordinator, Consultancy Cell who will retain the original contract agreement.
- 4.1.9. Appointment of project staff on ad-hoc basis against a project position can be considered by Coordinator, Consultancy Cell on the recommendation of the PI for a period not exceeding 89 days.

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 limited to minimum of Rs 5,000/- per month for UG, Rs 8,000/- per month for PG students, Rs 10,000/- per month for Ph. D. students and Rs 20,000/- per month for Post Doc Fellows.

4.3 Consultants

The PI, with the prior approval of Coordinator, Consultancy Cell / Vice Chancellor may avail the services of individuals not in the University service or government organization as Consultants. However, the amount payable to consultant(s) shall be limited to 40% of the total contracted amount in consultancy project.

5. Travel

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

Approval for domestic travel shall be accorded by PI including for self subject to leave approved by the competent authority. Faculty/Scientist and Group-A Officer are allowed to travel by AC taxi. Advance for travel will be approved by the Coordinator, Consultancy Cell / Vice-chancellor.

Sd/-

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

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

5.2. Approval of Vice- chancellor will be required for all international travels and any deviations from above.

5.3. Out of pocket expenses will be payable for the actual period of field work at the work place at the following rates and will not be admissible for the journey period.

Category of Staff	Rate
Class 'A' and 'B' and Consultants	Rs.700/- per day or part of a day
Class 'C' and 'D', Project staff and others	Rs.500/- per day or part of a day

6. Finance and Accounts

6.1. Routine testing Project

At the time of submission of a routine testing project proposal, the PI shall make a provision of Institutional Overhead Charges (IOC) at the rate of 40% 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 project.

6.2. Consultancy Project

6.2.1. *At the time of submission of a consultancy project proposal, the PI shall make a provision for Institutional share at the rate of 30% of the total contracted project cost.*

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

Item	Consultancy project	Routine testing
Total money received	G	Z
GST	L	L
Total contracted amount (T)	(G-L)	(Z-L)
Institute share (P)*	0.30 T	0.40 T
Remaining amount (F)	0.70 T	0.60 T
Total expenditure	E	E
Balance Amount for distribution (S) <i>(Bill for payment shall be raised by the PI that includes his/her own share)</i>	(F-E)	(F-E)

*However, in case of a large consultancy project funded by a Government Organization,

82

25/4/22
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University share may be negotiated with the approval of Vice-chancellor.

- 6.2.3. For consultancy project 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.
- 6.3. A separate account head shall be maintained for each project by the office of the Coordinator, Consultancy cell. PI / Consultancy cell shall be responsible for the submission of audited statement of accounts as and when required by the sponsors. Finance Department / Assistant Registrar / Account officer shall also be responsible for filling GST.
- 6.4. For all ministerial staff, the upper limit for remuneration from consultancy Projects and other sources shall be 60% of the gross salary received in a financial year and for all Technical Staff it is 100%.
- 6.5. 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 may be permissible.

7. Professional Development Fund (PDF) and Department Development Fund (DDF)

7.1. Share of Professional Development Fund (PDF) and Department Development Fund (DDF) The distribution of institute share to be credited to the PDF and DDF shall be as per the following table.

Distribution of Institute Share in percentage

Type of Project and Component available for distribution	Distribution (%)			
	RDF	DDF	PDF	Incentive to office Staff
A. Consultancy Project	75	10	10	5
B. Routing Testing Project	80	10	5	5

7.2. Utilization of Professional Development Fund (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 outside expert
 - Exploratory visits
 - Engagement of project staff
 - Fee and related expenditure for acquiring training/qualification(s)
 - Membership fee of professional societies
 - Books, journals stationary and computer consumables and any storage media
 - Mobile phone (once a year), data card for internet, telephone call (pre or post paid), connectivity charges
 - Office peripherals, furniture for lab and offices, camera (all types), instrument, computer (all types) and peripherals
- 7.2.2. All travels (domestic and abroad), engagement of persons and expenditure for more than

20

25/4/22
(Dr. Deepak Sharma)
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Tatyra University

the limit of expenditure without calling quotations under PDF shall require the approval from Coordinator, Consultancy Cell / Vice-chancellor.

7.2.3. The items procured out of PDF shall be properly accounted for by the concerned department /centre and shall remain as the property of the Concern department. However, items purchased under 7.2.1 f & 7.2.1 g can be retained by the concerned faculty members permanently during the period of service and/or on retirement/leaving the service of the University. Any items purchased under clauses 7.2.1 h and any major assets procured may be retained by the concerned person on payment as per clause 7.2.4.

7.2.4. For clause 7.2.1 h the depreciated value (for which the rate of depreciation will be a flat 25% per year) or 5% of the purchase value, whichever is higher, will be payable.

Note: The following conditions will also apply for retaining items under this clause:

- i. *He/she has served the University for a minimum period of 10 years.*
- ii. *He/she has purchased these items from PDF.*
- iii. *Only one Desktop PC and one Laptop, peripherals and other electronic items (one of each type, like only one printer, one scanner etc.) can be retained by the concerned person.*

7.2.5. After leaving the University the PDF will also be available to the concerned person for 3 years for expenditure at sl. 7.2.1 a, c and e only.

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

7.2.6. For the faculty members coming from other institutions/ Universities, who carry out projects and other activities involving contribution towards their PDF, on request the fund so accumulated could be transferred to their parent organization with the approval of the competent authority.

7.3. Utilization of Department Development Fund (DDF)

DDF fund can be utilized for the following purposes:

- a) Development of Departmental Infrastructure facilities like equipments laboratories, class rooms, committee/ conference rooms.
- b) Repair, maintenance and A.M.C of equipments.
- c) Repair and maintenance of office and labs.
- d) Seed money for holding conferences/ workshops and seminars etc.

The budget for utilizing DDF may be recommended by the Departmental Committee (DC) and approved by the Coordinator, Consultancy Cell. For any special requirements not covered above a proposal may be sent by the DC of the Department for consideration of the Coordinator, Consultancy Cell / Vice Chancellor.

8. Sponsors Specific Conditions

Specific conditions of sponsor for designation(s), qualifications and employment condition(s) for manpower and other expenditure related shall be followed.

9. Exception Clause


27


25/4/22
(Dr. Deepak Sharmu)8
Registrar
Tijara University

These guidelines shall normally be applicable to all Consultancy Projects. However, any changes required which does not constitute to policy change may be approved by Vice-chancellor on the recommendations of Coordinator, Consultancy Cell.

10. REVIEW

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


25/4/22
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Registrar
Tripura University

24

1. PROJECT INITIATION AND MANAGEMENT

- 1.1. Each project will have a Principal Investigator (P.I.) who will be a faculty member /Officers in the service of the University and who will be responsible for:
 - i. Formulating the project proposal which may include
 - a) Planning of the work to be done,
 - b) Estimating costs according to the guidelines provided in the later section, and
 - c) If necessary, identifying other Investigators, who shall also be faculty member(s)/Scientist(s) in the service of the University,
 - ii. Coordination and execution of work,
 - iii. Handling all communications with the sponsor,
 - iv. Writing of intermediate and final reports according to the project proposal
 - v. 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,
 - vi. 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. Any other Group 'A' employee so permitted by the Vice-chancellor can also be co-opted as Investigator.
- 1.3. The PI will prepare research project proposal in conformity with:
 - i. Permitted designation and emolument/fellowship rates for project staff, with qualification and experience as specified by the sponsor otherwise of the University
 - ii. Provision for overhead charges as per the rules of the University,
 - iii. Other guidelines for Consultancy Projects, and
 - iv. Rules, Regulations & Statutes of the University
- 1.4. All consultancy proposals shall be submitted to the sponsors by PI after getting the approval through the concerned Head of the Department from Coordinator, Consultancy Cell / Vice Chancellor. In all cases, the copy of the proposal needs to be submitted to the office of the Coordinator, Consultancy cell.
- 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 Coordinator, Consultancy Cell for placing the same before the 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 consultancy project work to the sponsor as required. He/she will also send a copy of the final technical report to Coordinator, Consultancy Cell (for record purpose only).
- 1.9. The P.I shall write to the sponsor for timely release of funds with a copy to the

Dr

25/4/22
(Dr. Deepak Sharma)
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Coordinator, Consultancy Cell for follow up, if necessary.

- 1.10. 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. Head of the Department, Coordinator, Consultancy Cell 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 the Head of the Department to whom Coordinator, Consultancy Cell / Vice Chancellor refers the project.

- 1.11** No retiring faculty member shall 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, Emeritus Professor, Visiting Faculty, etc. can be appointed/nominated/continued as principal investigator for consultancy 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, Emeritus Professor, Visiting Faculty, etc. can only be investigator(s) for the new consultancy projects.

- 1.13.** If the PI leave the University, retires or proceeds on leave or not available for some reason, Coordinator, Consultancy Cell, on the recommendation of the P.I. (if he/she is available) shall appoint 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 Coordinator, Consultancy Cell through H.O.D. However this shall need approval of sponsor agency, in exceptional circumstances, a retired faculty member may continue to work as P.I. with the approval of the Sponsor/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 final project report and final settlement of accounts etc.

2. BUDGETARY NORMS FOR CONSULTANCY PROJECTS

The total agreed charges of a Consultancy project will consist of the University share,

22

25/4/22
(Dr. Deepak Sharmal
Registrar
Tripathi University

actual expenses and the consultancy fee / 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.

- i. Permanent equipment to be procured / fabrication of equipment.
- ii. Consumable materials.
- iii. Travel expenses in connection with the project work.
- iv. Computational or other charges the Principal Investigator may have to pay to the University or any other outside agency in the course of the execution of the work.
- v. Charges to be paid for the use of specific equipment in the departments or central facilities.
- vi. Contingency expenses to cover cost of supplies, preparation of report, typing, word processing, drawing, drafting, stationery, reproduction, literature (books, journals, membership fee for professional societies), postage, courier, FAX and telephone (including rental and STD/ 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.
- vii. Expenses for work to be carried out on payment basis, remuneration to student assistants.
- viii. Insurance on equipment and manpower during travel
- ix. Any other costs considered appropriate.

The approval of the Coordinator, Consultancy Cell / Vice Chancellor to make any expenditure from the project funds assumes that funds are available in the project for the purpose. However, transfer of fund from one head to another can only be done with prior approval of funding agency (if applicable).

3. COLLABORATION WITH OUTSIDE ORGANIZATIONS

If collaboration with other Govt./Public Sector organizations is envisaged, the nature scope and financial budget of the proposed arrangements will also be specified at the time of submitting the project proposal for approval.

4. LIABILITY

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

Maximum Liability: The total amount charged for the project—the expenditure / liabilities on the project. It is in the interest of the Investigators to bring this fact to the notice of the sponsors. The expenditure / liabilities as determined by the 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 a suitable insurance for this purpose on a rolling basis.

25/4/22
(Dr. Doepak Sharma)
Registrar
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The expenditure on this account may be charged to the RDF.

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

5. DISAGREEMENTS / DISPUTES

5.1. Any disagreement within the University arising at any stage of a Consultancy project will be resolved in consultation with Coordinator, Consultancy Cell / 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 at Agartala/ High Court at Agartala.

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 endeavoured to be resolved by mutual negotiations. If, however, such negotiations are infructuous, the dispute should be finally settled through Arbitration and Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act. The arbitrators shall give reasoned and speaking award.

7. PUBLICATION OF RESULTS

PI will have the right to publish the work carried out by him/her unless the sponsors have an agreement under which the 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 Coordinator, Consultancy Cell in any other matter on the project.

- 1) Coordinator, Consultancy Cell- Chairman
- 2) Head of the concerned Deptt. or his nominee- Member
- 3) Head of one more Deptt. from relevant field or his nominee- Member


25/4/22
(Dr. Daenak Sharma)
Registrar
Tribhuvan University

27

- 4) One faculty Member from relevant field- Member
- 5) Principal Investigator- Member
- 6) One expert from outside the institute in relevant field, if required, or representative of sponsor, if required by sponsor.
- 7) Non-Member Secretary

9. FORMS

To ensure smooth administration & management of Projects, only the forms supplied by Coordinator, Consultancy Cell will be used by the PIs and others concerned.


25/4/22
(Dr. Deepak Sharma)
Registrar
Tripathi University

220

SELECTION PROCEDURES FOR RECRUITMENT OF PROJECT STAFF

(Including for Walk in Interview)

1. PREPARATION OF DRAFT ADVERTISEMENT

- i. Principal Investigator will send the draft advertisement to Coordinator, Consultancy Cell for approval
- ii. Coordinator, Consultancy Cell 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 University website and through other means and receive the applications.

3. SCREENING OF APPLICATIONS

- i. The P.I. will fix the meeting of Screening Committee and send the report of the screening committee to Coordinator, Consultancy Cell for approval/ It can also be done through telephonic interview/Skypie
- ii. The P.I. will issue the letters to the candidates called for interview after Screening Committee report has been approved by Coordinator, Consultancy Cell.
- iii. *For walk in interview, screening is not required.*
- iv. *No interview is required for appointment for up to 89 days. PI can directly engage the project staff with the approval of Coordinator Consultancy cell / Vice Chancellor.*

4. SCREENING COMMITTEE CONSTITUTION

- i. Head of the concerned Department: Chairman
- ii. Concerned Principal Investigator: Member
- iii. One faculty member from the Department as available to the P.I./Co-PI of the concerned project: Member

5. INTERVIEW

- i. The PI will fix the date of the interview and get the interview conducted. The PI will send the recommendations of the Selection Committee to Coordinator, Consultancy Cell / Vice Chancellor for approval.
- ii. The PI will arrange the walk-in-interviews on the advertised date by a duly constituted Selection Committee as given below (6)
- iii. Telephonic interview/skype if needed can be allowed by Coordinator, Consultancy Cell

6. SELECTION COMMITTEE CONSTITUTION

- | | |
|--|----------|
| i. Dean of the concerned faculty or his nominee: | Chairman |
| ii. Head of the Concern Department or his nominee: | Member |
| iii. Concern Principal Investigator: | Member |
| iv. One faculty member from outside the Department as available to P.I.: | Member |
| v. One external expert from outside the University If required by the sponsor: | Member |

7. FINAL SELECTION / APPOINTMENT

Selection Committee report will be approved by Coordinator, Consultancy Cell / Vice Chancellor and appointment letter will be issued by Registrar, Tripura University.

25/4/22
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 Tripura University

Annexure 3

Project Positions, Qualifications And Fellowships/Emoluments, Terms And Conditions For Projects Staffs

A	Fellowships	Minimum Qualifications	Amount (per month)
1	Project Associate	M.Sc. /M. Tech with 2 years experience	20,000/- to 40,000/- + HRA
2	Research Associate	Ph. D. in Science/Ph.D. in Arts	25,000/- to 50,000/- + HRA
3	Project Fellow	Ph. D. in Science with 2 year experience (After Ph.D.) Ph.D. in Arts with 2 year experience (After Ph.D.) or M.Tech./MBA + 3 year or B.Tech. + 6 year experience	30,000/- to 70,000/- + HRA
B	Other Positions		
4	Project Consultant	Ph.D. + 4 year experience or M.Tech./M. Arch + 6 years experience or B.Tech./B. Arch + 10 years experience	50,000/- to 1,50,000/- + HRA
5	Project assistant (Technical)	Diploma in Engineering (3 years) duration or ITI with 4 years experience	15,000/- to 30,000/- + HRA
6	Project Officer (Admin)	MBA/MCA/M.Com	25,000/- to 50,000/- + HRA
7	Project assistant (Admin)	Graduation	15,000/- to 30,000/- + HRA
8	Project Attendant (Admin/Tech)	12th pass or 10th pass +2 year experience or 8th pass + 4 years experience	8,000/- to 20,000/- + HRA

Note:

- i. To meet specific needs of the project, any change in qualification and emoluments may be approved by Coordinator, Consultancy Cell / Vice Chancellor on the recommendation by PI.
- ii. However, if sponsor has specified any specific designation(s), qualification and employment condition(s) for manpower that shall be followed.
2. **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 University Campus House Rent Allowance (HRA) upto entitlement or actual payment made whichever is less. HRA shall be charged to the salary head of the respective project.
3. **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 P.I any official document or information to any person or agency. They shall also follow general code of conduct of the University.
4. **Disciplinary Proceedings:** Coordinator, Consultancy Cell / Vice Chancellor 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 penalty be imposed by the Coordinator, Consultancy Cell.
5. **Leave:** All project staff working on project shall be entitled for following types of leave:
 - i. Casual leave: 8 days per year on pro-rata basis
 - ii. Earned leave: 2½ days per completed month of work
 - iii. Maternity leave: 135 days (Only for the appointment for 2 years or more)
 The leave shall be allowed and record shall be maintained by PI.
6. **Medical Insurance:** Annual premium for medical insurance (from nationalized insurance company only) for illness requiring hospitalization may be reimbursed to project staff appointed for 3 years or more with the limit of sum assured of Rs. 50,000 for self, Rs. 50,000 for spouse and Rs. 25,000 for each child (up to two children) on the recommendation of PI chargeable to project, if provided funds are available in the project.

25/4/22

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GUIDELINES FOR MoU/AGREEMENT

If a MoU/Agreement is required to be signed with the sponsor of a Consultancy Project, it should generally include the following clauses. Additional clauses may be added if considered necessary:

1. General

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

2. Scope

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

3. Time Frame

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

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

6. Patents/Publications

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

7. Force Majeure

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

8. Arbitration

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

9. Liability

This clause should indicate the maximum liability which is to be accepted in the event of the project being terminated without completion at any stage and shall be in conformity with clause given earlier

10. Amendment to the MoU

The clause should specify a provision for amendments to any one or more clauses of the MoU through mutual consent, at any stage during work of the project, due to any reason whatsoever.

Two model formats of MoU, format 'A' and format 'B' may be used as such or with minor modifications conforming to the above guidelines. Format 'B' is concise and is recommended for smaller projects. Format 'A' is much more elaborate. If a different format is used, its legal vetting by the University Advocate will be the responsibility of the concern PI.

25/4/22
 (Dr. Deepak Sharma)
 Registrar
 Tripura University

त्रिपुरा विश्वविद्यालय

TRIPURA UNIVERSITY

(केन्द्रीय विश्वविद्यालय / A Central University)

सूर्यमणिनगर, अगरतला / Suryamaninagar, Agartala

त्रिपुरा(प.)/Tripura(W.), पिन/PIN – 799022, भारत/INDIA



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No.F.TU/REG/G-Admin/05/2015 (Vol-VI)

Date: 29th June, 2021

NOTIFICATION

This is for information that the Institution's Innovation and Startup policy has been framed by the committee for the formation of Institution's Innovation Startup Policy in its second meeting held on 15th May, 2021 which has been duly approved by the Hon'ble Vice-Chancellor, Tripura University.

The detailed policy shall remain available in the Tripura University website: www.tripurauniv.ac.in.


(Dr. Deepak Sharma)
Registrar

Copy to:

1. The Dean, Faculty of Arts & Commerce, T.U.
2. The Dean, Faculty of Science, T.U.
3. The Dean, Students' Welfare, T.U.
4. The Head/ Head In-charge, Department of _____, T.U.
5. All Faculty Members, T.U.
6. All Officers, T.U.
7. Sri Suman Das, Sr. Technical Assistant, T.U. with a request to upload the notification and other details in the T.U. website.
8. P.S. to the Vice-Chancellor, T.U. for kind information of the Hon'ble Vice-Chancellor.


25/4/22
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Tripura University

Institute Innovation and Startup Policy

Tripura University (A Central University)

1. Introduction

Tripura University has been encouraging Innovation and Entrepreneurship among its fraternity since 2015. It provides a platform for encouraging start-ups by permitting its faculty and students to pick up Biotechnology Ignition Grants through National Screening while being virtually incubated at Technology Business Incubator in other States. It permitted filing of intellectual property by its fraternity since 2016. It formally introduced core courses in Intellectual Property Rights (since 2016), Innovation and Entrepreneurship Management (2021) and elective courses in Innovative Concept Development (since 2019). It encouraged budding Entrepreneurs and Intrapreneurs to convert their innovative ideas into commercially viable products by permitting them to form startups (as early as 2018) and supporting them with funding for IP protection (2019) and product commercialization (2021). It empaneled an IP attorney firm (2020) and signed MoU with KIIT Technology Business Incubator (2020) to promote and strengthen Entrepreneurship ecosystem at the University further. It received a Business Incubator from MSME in 2021 and four of the proposals submitted through the BI were selected for funding by MSME. The Innovation and Entrepreneurship journey of Tripura University dates back to 2015 with its first startup (2019) gained national visibility by 2020.

2. Vision

The university intends to build an innovative ecosystem of National importance that would make its alumni self-reliant and well-groomed to contribute to societal development at the regional & national level.

3. Mission:

- i) To create a regional facility for supporting Startup and innovation ecosystem in the state.
- ii) To create an academic ambience with entrepreneurial blend among its fraternity leading to Atmanirbhar Bharat.

4. Objectives: -

Tripura University aims to setup a Technology Business Incubator with extramural funding

- i) To establish a conducive atmosphere for innovation at Tripura University.


25/4/22
(Dr. Debnob Sharma)
Registrar
Tripura University

- ii) To adequately train the students to pick up entrepreneurship as a career opportunity.
- iii) To provide cost effective incubation support mentoring, legal, financial, technical and intellectual property support to the startups/ entrepreneurs.
- iv) Interfacing and Networking between academic organization, research institutions, industries and financial sources (venture capitalist/Angel investors/funding agencies).
- v) To nurture and groom creativity and innovation of the University fraternity through offering appropriate elective courses, organize conferences, seminars, lecture series, training programs, workshops, boot-camps, hackathons and so on.

5. Resource mobilization

The pre-incubation and incubation infrastructure and facility support, fund management support from Institute funding and external funding sources would be facilitated.

- i) As recommended in National Innovation and Startup policy 2019 by MHRD, 1% of the total annual budget of the University will be allocated for funding and supporting innovation and startups related activities through the creation of separate 'Innovation fund'.
- ii) Private and corporate sectors will be approached (based on requirement and nature of innovation) to get fund under Corporate Social Responsibility (CSR) as per Section 135 of the Company Act 2013.
- iii) Sponsorship and donation from alumni and patrons would be attracted to promote Innovation & Entrepreneurship (I&E).
- iv) Tie up with mentor TBI for availing the BioNest and BRTC funding would be explored.
- v) Options of all sources of external funds from government (state and central) such as DST, DBT, MHRD, AICTE, TDB, TIFAC, DSIR, CSIR, BIRAC, NSTEDB, NRDC, Startup India, InvestIndia, MeitY, MSDE, MSME, etc. and non- government sources should be encouraged.

6. Governing Council: The Innovation and Entrepreneurship Centre will have a Governing Council which will serve for a period of three years and can be re-appointed for further periods. The Council would consist of following members:

- i) Vice Chancellor, Tripura University – Chairperson
- ii) Dean, Sciences - Member
- iii) Convener/Coordinator of the Innovation and Entrepreneurship Centre – Member & Convener
- iv) Faculty members associated with Startup & Innovation cell - Member
- v) Any one internal/external member nominated by the Institute – Member


25/4/22
(Dr. Deepak Sharma)
Registrar
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- vi) Industry Representative – Member
- vii) Representative of the mentor TBI – Member.

7. **Start-up Eligibility:** Companies are eligible for start-up facility at Tripura University Incubation Centre provided its shareholders or partners are from the following categories:


- i) Students of Tripura University
- ii) Alumni of Tripura University
- iii) Regular Faculty members of Tripura University
- iv) Individuals partnering with regular faculty members/alumni of Tripura University
- v) Universities/Institutions having R&D collaboration with Tripura University

8. **Start-up Admissibility Procedure:** The applications shall be processed once the applicant (s) has taken due recommendation from respective HoD and approval from Dean of the concerned faculty. For students and scholars, an additional consent from the mentor/supervisor (whose idea/laboratory would be used) will be required. An Internal Review Committee (IRC) constituted by the Governing Council and invited experts (based on the proposal submitted) would be setup to evaluate and carry out the selection procedure. Companies or Institutions which are not related to Tripura University, can directly address their applications to 'The Coordinator, Innovation and Entrepreneurship Centre, Tripura University'.

The process for admission will include the following steps:

- i) the potential incubatees for admission to the Centre for Innovation and Entrepreneurship will be required to submit an application including Business Plan and details of IP/ technology based on which a company is proposed to be promoted/ founded.
- ii) In case the IP/ technology is developed by Tripura University, a copy of the letter of approval from the University for transfer of /licensing of/ permission to use IP in favour of prospective incubate companies.
- iii) The business plan must cover all aspects including: company description, value proposition, products and services, market and competition analysis, revenue model, milestones and timelines, development and marketing plan, organizational structure, core team, risk analysis, funding requirements, projected financials and letter of enquiry received (if any). Any additional information as might help in the assessment of the proposal should be added.

If the initial evaluation of the business plan / executive summary is positive, Centre for Innovation and Entrepreneurship will arrange a meeting with the company founders, during which the company will be expected to present their proposal, describing critical aspects of the business plan to Institutional Review Committee followed by answering any questions which might arise. A final decision will be made regarding the acceptance of the company as a start-up based on all the above-mentioned evaluation. Keeping in mind the current changing situation, this reviewing process could also be online.


25/4/22
(Dr. Deepak Sharma)
Coordinator
Tripura University

- 9. Agreement:** The Company will enter into an agreement with Centre of Innovation and Entrepreneurship upon approval of their business plan. The Company commence its operation at the Centre upon signing of the agreement between both the parties.

Since Tripura University is yet to setup a TBI with allocated space for incubatee, upon being selected the startup will get access to the laboratories and the library facility of the University. The access to the facility might be on a payment basis (applicable to the inhouse members) or in a collaborative mode (decided on case-to-case basis).

10. Services

The Centre would assist in providing the following services:

- i) Company registration and filings
- ii) Trained manpower for hiring (our students)
- iii) Intellectual Property (Copyrights, Trade Marks, Patent) filings (tie-up with IP Attorney firm)
- iv) Training/Conferences/Workshops
- v) Seed Funding information and handholding
- vi) Governmental Agency funding
- vii) Networking and linkages with mentors, funding, technical expertise, Venture capitalists / Angels / Investors Introductions
- xi) Showcasing Tripura University incubated companies through networking and events
- xii) Entrepreneurship meets

11. Periodic Assessment


Tripura University incubation center will evaluate the performance of incubatee companies, who will be required to submit information on a quarterly basis in a prescribed format. Additionally, incubatee companies may also be subjected to annual assessments.

12. Tenure in Incubation Centre

Companies will be permitted to stay in the incubation centre, to begin with, for a period of 24 months that may be extended to another 12 (6+6) months after review at each stage. A nominal monthly charge will be levied to a company for this period of 36 months based on the utilized services.

13. Equity

In lieu of support and services to be provided, the incubatee companies will be charged in the form of equity and/or revenue sharing on its profit. The percentage of equity and revenue sharing will be decided by Tripura University. Tripura University will hold the equity between 3 to 5% for the service provided based to the support received from the University. For


25/4/22
(Dr. Deepak Sharma)
Registrar
Tripura University

business based on University IP/ financial support, the percentage equity will be higher.

14. Pedagogy and learning Interventions for Entrepreneurship Development

Diversified approach should be adopted to produce desirable learning outcomes which should include cross disciplinary learning using mentors, labs, case studies in place of traditional lecture-based delivery. Credit courses on Innovative concept development, IPR, etc will be offered to train the students in these lines. Activities/Workshops/lectures by experts/Idea competition will be organized by departments/Centre for Innovation and Entrepreneurship/ Institutions Innovation Council formed as per the directive of MoE from time to time on a regular basis. Students would be encouraged to adopt MOOC courses on Innovation, Entrepreneurship and IPR related topics.

In the beginning of the academic year, Centre for Innovation and Entrepreneurship/ IIC Tripura University will conduct an induction programme about importance of I&E so that freshly inducted students are made aware of the entrepreneurial agenda of the University and the available facilities for supporting the same.

15. Conflict of Interest:

There should be no conflict of interest. The faculty engaging in Faculty Entrepreneurship must ensure that a harmonious balance is maintained between the Institute's needs and the needs of the concerned faculty. The Faculty would need to sign the Conflict-of-Interest form and also the Conventional Disclosure Form on formal approval of the startup by the Centre. A Tripura University member is able to influence a departmental decision for acquisition of laboratory and other equipment which could benefit an incubatee company in which he/ she is an interested person.

- i) A Tripura University member is in a position to circumvent prevailing policies for making use of Tripura University facilities for the benefit of an incubatee company in which he/ she is an interested person.
- ii) A Tripura University member in a position to make use of the suppliers and service providers of Tripura University for undue advantage of an incubatee company in which he/ she is an interested person.
- iii) A Tripura University member procures consultancy assignments or other business in name of Tripura University and outsources them to the incubatee company in which he/ she is an interested person.
- iv) Use of Tripura University students or employees to perform a work for an incubatee company without any compensation when the work is not related in any way for their academic pursuits.
- v) A person who is interested in one incubatee company and involved in a decision- making process also affecting other incubatee companies leads to a situation of conflict of interest.
- vi) When an incubatee company, its promoters, employees and staff or any


25/4/22
(Dr. Doerpat Sharmila)
Registrar
Tripura University

interested person acts in manner to benefit the incubatee company at the disadvantage of Tripura University.

- vii) When Tripura University members are neglecting their respective commitments towards Tripura University for their association with incubatee companies.
- viii) Tripura University employees and associates are in position to use sensitive information pertaining to incubatee companies for their personal advantage.
- ix) Conflict of interest of any sort not limited to blood relations, spouse, etc. should be avoided.


16. **Mentoring and Advisory Services:**

Specialized mentors may be made available, based on demand, to the companies to assist with strategic areas or to provide project-oriented consultation. In such case mentor has to be compensated by the company either by equity sharing or by providing fees.

17. **Member's engagement with Start-ups**

Faculty/Staff member involvement

- i) Full Time: Faculty member may avail Sabbatical / EL for stipulated period as per Tripura University norms and may work full time for the Company. Alternatively, they can devote full time by keeping lien with Tripura University (as per University approval). Compensation offered to the Faculty member through shares and/or cash, must be declared by the member to Tripura University. Member must not involve himself / herself in any capacity with the company except as shareholder on re-joining University after sabbatical / EOL. In case, he / she is involved as a mentor, consultant or any other form other than a shareholder after sabbatical / EOL, rules applicable will be same as that of part-time.
- ii) Part time: A Faculty member can participate in a Start-up on a part time basis if there is no conflict of interest. They will do their normal teaching & other activity in their departments / centres and can spend only two day per week (as per the consultancy rules) for the entrepreneurship activities. The compensation to the faculty member may be as per Tripura University norms for consultancy projects. As an alternative, a Faculty member can obtain shares of the Start-up company as compensation for the engagement with the company. In such a case, the Faculty member must apply for approval for engagement with the Start-up. Further, the faculty member will offer 20%, or as decided by Tripura University, of the shares/revenue offered to them to Tripura.


25/4/22
(Dr. Deepak Sharma)
Rector
Tripura University

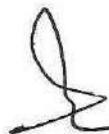
- iii) In case the faculty member forms the startup with University approval with appropriate external funding, the part time rules will be applicable with one exception. If the startup and/or the IP involved has been generated with Tripura University funding, then the share to be offered to Tripura University will be higher as compared to cases involving no financial input from Tripura University during IP generation and start up formation.

Research Scholars' / Students' Involvement

- i) **Full time:** A research scholar / student can seek permission from Tripura University to take special leave for a semester, or an additional period for which formal permission will be granted by Tripura University, to work for a Start-up on a full-time basis. This may be treated as withdrawal under permission from Tripura University for the specified period for which such special leave is formally granted. The Research Scholar/Student, on returning, must satisfy all norms (including maximum duration norms of his/her respective programme of study) to earn a degree.
- ii) **Part time:** A research scholar / student can seek permission from Tripura University to work for a start-up on a part-time basis. The Tripura University part-time engagement norms in projects during a semester/vacation period will apply. Students who are under incubation, but are pursuing some entrepreneurial ventures while studying should be allowed to use their address in the institute to register their company with due permission from the institution
- iii) Attendance relaxation up to 50% may be provided (i.e. 50% attendance) to the student entrepreneur with prior approval from the Institute.

Others

- i) Tripura University Innovation and Entrepreneurship Centre does not guarantee success and/or feasibility of the technology transferred from the Institute. Tripura University or any person representing them shall not be liable for any acts or omissions of the incubated company.
- ii) The above policy is subject to periodic review and amendment at a time.
- iii) Any/all disputed between the parties shall be referred for arbitration to the Vice Chancellor, Tripura University or person so nominated by him/her, whose decision will be final and binding upon the parties. The place of arbitration shall be Agartala


25/4/22
(Dr. Deepak Sharma)
Registrar
Tripura University



TRIPURA UNIVERSITY

(A Central University)
Suryanaminagar-799022

Research & Innovation Policy

2015 – Present

To request an official copy of this policy, contact

The Office of the **Research and Innovation Cell**
Tripura University (A Central University)
Suryamaninagar-799022, Tripura, INDIA

RESEARCH ADMINISTRATION POLICY

CONTAINS

1. RESEARCH ADMINISTRATION POLICY

- 1.1 Preamble
- 1.2 The purpose of the policy
- 1.3 Definitions
- 1.4 Organization chart
- 1.5 Roles and responsibilities
 - 1.5.a The research & innovation cell office is responsible for
 - 1.5.b The principal investigator (PI) is responsible for
- 1.6 Research proposals of sponsored research
 - 1.6.a Procedure for proposal submission
 - 1.6.b Operation of project funds
 - 1.6.c Overhead charges and university development fund
 - 1.6.d Actual expenses
 - 1.6.e Contingency expenses
 - 1.6.f Travelling expenses
- 1.7 General guidelines for recurring project expenditure
- 1.8 Selection rules of project employees
 - 1.8.a Junior research fellowship (JRF) project fellow
 - 1.8.a.i Eligibility
 - 1.8.a.i.a Educational qualifications
 - 1.8.a.i.b Age
 - 1.8.a.i.c Ph.D registration of JRF
 - 1.8.a.i.d Desirable qualifications
 - 1.8.a.ii Selection procedure
 - 1.8.a.iii Fellowship and tenure of JRF
 - 1.8.a.iv Upgradation of junior research fellow (JRF) to senior research fellow (SRF)
 - 1.8.b Senior research fellowship (SRF)
 - 1.8.b.i Eligibility
 - 1.8.b.i.a Educational qualifications
 - 1.8.b.i.b Age
 - 1.8.b.ii Selection procedure
 - 1.8.b.iii Fellowship and tenure of SRF
 - 1.8.c Technical assistants (TAs)
 - 1.8.c.i Eligibility
 - 1.8.c.i.a Educational qualifications
 - 1.8.c.i.b Age
 - 1.8.c.i.c Desirable qualifications
 - 1.8.c.ii Selection procedure
 - 1.8.c.iii Fellowship and tenure of ta

- 1.8.d Research associate (RAs)
 - 1.8.d.i Scope and objective
 - 1.8.d.ii Eligibility
 - 1.8.d.iii Selection
 - 1.8.d.iv Conditions of award
- 1.9 Other allowances and facilities provided to JRF/SRF/RAs
 - 1.9.a House Rent Allowance (HRA)
 - 1.9.b Medical facilities
 - 1.9.c Leave rules
- 1.10 Consultancy projects
 - 1.10.a Utilization of the resources generated
 - 1.10.b Service tax on consultancy fees
 - 1.10.c General guidelines for engagement of project staff
 - 1.10.d Additional points of the guidelines for routine and time bound consultancy projects involving the whole department
 - 1.10.e Use of The University's Name.
- 2. Publication Policy
- 3. “Misconduct of Publication” unethical practices for acceptable of research articles.
- 4. Inventions Policy
 - 4.1 The University has three basic objectives
 - 4.2 Application of Policy
 - 4.3 Innovation Agreements
 - 4.4 Disclosure and Ownership
 - 4.5 Commercialization
 - 4.5.a By University
 - 4.5.b By Inventor
 - 4.6 Net Revenue
 - 4.7 Dispute Resolution
 - 4.7.a Process
 - 4.7.b Standstill
- 5. Administration of the Policy
 - 5.1 General
- 6. Copyright Policy
 - 6.1 Preamble
 - 6.2 The University will own Copyright in all works.
 - 6.3 Notwithstanding any statement elsewhere in this Policy
 - 6.4 Disclosure and revenue sharing
 - 6.5 Arbitration
- 7. Intellectual Property Right Policy
 - 7.1 Purpose
 - 7.2 Objectives
 - 7.3 Intellectual Property and Ownership
 - 7.3.1 Copyrights

- 7.3.2 Invention(s), Design(s), Integrated circuit layouts, and other creative work(s)
 - 7.3.3 Patents
 - 7.3.4 Trade mark(s) / Service mark(s)
 - 7.4 Intellectual Property Rights (IPR) Administration
 - 7.4.(i) Legal status of IPR policy
 - 7.4.(ii) Scope of the Policy
 - 7.4.1 Disclosure
 - 7.4.2 Confidentiality
 - 7.4.3 Evaluation and Exploitation Decisions
 - 7.4.4 Commercialisation of University-owned IP
 - 7.4.4 (a) Commercialisation through licensing of rights by the University
 - 7.4.4 (b) Commercialisation through licensing of rights by third parties
 - 7.4.5 Transparency of IP Administration
 - 7.4.6 University's Acceptance of Independently Owned Intellectual Property
 - 7.4.7 University's Right to Update and Maintain Course Materials
 - 7.4.7 (a) Where University owns the Rights
 - 7.4.7 (b) Where creator owns the Rights
 - 7.4.8 Statement by Creators
 - 7.4.9 Consulting Agreements
 - 7.4.10 Responsibilities of Departments
 - 7.4.11 Authority of Contracts
 - 7.4.11 (a) Contracts and agreements
 - 7.4.11 (b) Obtaining IPR
 - 7.4.12 First-refusal Option for Sponsors
 - 7.4.13 Handling of Theses, Term Papers and Research Submitted by Students
 - 7.4.14 Assessment of Innovation for Protection
 - 7.4.14 (a) Filing of IP Applications in foreign countries
 - 7.4.14 (b) Renewal of IP Rights
 - 7.4.15 IP Protection and Technology Transfer
 - 7.4.15 (a) Procedure of IP Protection by filling of patent through University
 - 7.4.15 (b) Technology transfer
 - 7.5. Record keeping procedures
 - 7.6. Revenue Sharing
 - 7.7. Infringements, Damages, Liability, and Indemnity Insurance
 - 7.8. Conflict of Interest
 - 7.9. Dispute resolution
 - 7.10. Application of policy
 - 7.11. Right to regulate policy
8. Legal Jurisdiction

Help to Access Various Forms of R & I Policies, TU

Who will fill the Forms	Forms Description	No. of Forms [click to open]	Purpose
Faculty member (any)/ Non-teaching Staff/ Ph.D. Scholars/Students Participating any Research Activity at TU	Intellectual Property Agreement with all academic staff of TU.	TU/IPR/1	Any kinds of Intellectual Property Creation.
	Invention/Technology Development Disclosure [Mandatory Disclosure Form]	TU/IPR/2	Any kinds of Invention and Technology Development
	Confidentiality Agreement	TU/IPR/3	Agreement between Inventor/s and TU
	Authorisation certificates to tripura university / Collaborative Organisations by authors (employee) for IPR Protection	TU/IPR/5	Authorisation certificates for IPR Protection
	Tripura University Ownership Right Waiver Application	TU/IPR/11	TU waives its ownership right in technology / IPR

Any kinds of IPR

Who will fill the Forms	Forms Description	No. of Forms [click to open]	Purpose
Faculty member (any)/ Non-teaching Staff/ Ph.D. Scholars/Students Participating any Research Activity at TU Forms of TU	Provisional Patent Application Form	TU/IPR/15A	Patent Application
	Specifications for Provisional Patent	TU/IPR/15B	Provisional Patent
	Mutual Secrecy Agreement	TU/IPR/18	Agreement for Confidentiality
	Patent Application Assessment	TU/IPR/4	For Patent Assessment
For Patents Application <div data-bbox="71 927 558 1000" style="border: 1px solid black; padding: 2px; display: inline-block;"> [Fees of Patent Filling] </div>	Application for Grant for Patents	Form-1	Patent Application as per Patents Act, 1970
	Provisional/complete Specifications	Form-2	Provisional Patent as per Patents Act, 1970
Mandatory Forms of IP Office (Offline), India (Click to open Patents Act, 1970)	Statement and Undertaking Under Section 8	Form-3	Statement and Undertaking Form as per Patents Act, 1970
	Declaration as to Inventorship	Form-5	Declaration by Inventor/s
	Request for Publication	Form-9	Publication for Official
	Request for Examination	Form-18	For Examination of IPR

Who will fill the Forms	Forms Description	No. of Forms [click to open]	Purpose
Faculty member (any)/ Non-teaching Staff/ Ph.D. Scholars/Students Participating to create A Copyrightable Material	Application for copyright registration of in-house developed Technical/ professional/scientific /artistic work	TU/IPR/6A	Any kinds of Copyrightable Material
	Evaluation of technical / work for Copyright Registration	TU/IPR/6B	For Copyright Registration
	Authorisation to by Department / Center (Employer) Authors (Employees) for “Copyrighting Registration”	TU/IPR/8	Authorisation Form
	Application for Registration of Copyright	TU/IPR/9	For Copyright Registration
	Agreement for development of Education Course material in Electronic Form	TU/IPR/19	For Education E-Course
	Summary of Instructional Material Information	APPENDIX – 1	Instructional Material Information
	Copyright and Compensation Issues Discussions	APPENDIX – 2	Copyright

For Copyright

Who will fill the Forms	Forms Description	No. of Forms [click to open]	Purpose
Faculty member (any)/ Non-teaching Staff/ Ph.D. Scholars/Students Participating to create an In-House Software & Computer Programs	Application for enlisting of in-house developed Software/Computer Program in the ‘Software Bank’ of TU	TU/IPR/7	Any kinds of Software /Computer Program
	Software Licence work Agreement (Research /Educational)	TU/IPR/10	For Software Licence
	Software Ownership /Control Agreement (Student)	TU/IPR/13	Software Ownership
Commissioned Works for All Employer of TU	Copyright Agreement Contract For Commissioned Work	TU/IPR/12	Contract Agreement for Commissioned Work
	Work for Hire Agreement	TU/IPR/16	For Hire Agreement
For Ph.D. Scholars/Students Who is submitting His/Her Theses OR Dissertations Work Under TU	Handling and Archiving of Theses and Dissertations (HATD)	TU/IPR/17	For Master and Ph.D. Theses / Dissertation

1. RESEARCH AND INNOVATION POLICY

1.1 PREAMBLE

The Tripura University (A Central University) is committed to excellence in research and innovations. The *Research Administration Policy* is to assist investigators, staff and students in identifying potential sponsors, locating and understanding the applicable policies and procedures, and understanding their responsibilities in the preparation of proposals and conduct of sponsored projects. Office of the Research and Innovation Cell of Tripura University serves as a liaison among investigators, all the Departmental administrations and funding agencies. Research and Innovation Cell (R&I Cell) staffs are delegated the responsibility to serve as the institutional official for the principal investigators of Tripura University and are responsible for the pre-award and post-award phases of funding proposals.

The cell has responsibility to provide guidance, support and resources to the researchers, innovators and creators in the Tripura University and facilitate protection and development of Intellectual Property (IP). In pursuing these objectives, the cell shall create awareness of the importance and role of IP Rights, provide guidance and help in seeking legal recognition of IP Rights and generate resources for creation and protection of IP.

1.2 THE PURPOSE OF THE POLICY:

DELETED BECAUSE OF REPETATION FROM PREAMBLE

1.3 DEFINITIONS:

(a) **“Administering Office”** means the academic division, department or unit in which dills with any kind of Policies and Acts declared by the University and properly excruciate in favour with Principal Investigator (PI) without any delay. If any negative impact of any Policies shall/may impose on the PI or funded project, the office must inform to the PI, after words warn and lastly implement the rules.

(b) **“Administrative Staff”** means the employees of the University, College, Department who are not members of the Teaching Staff.

(c) **“Author”** means any member of the University’s Teaching Staff or Administrative Staff, any student of the Tripura University and any visitor to the University, who has written or created a Work.

(d) **“Commercialize”** and **“Commercialization”** mean to make a Work available outside of the University on a for-profit basis, but does not include publication or distribution of conventional texts by a recognized university or other academic press.

(e) **“Computer Software”** means any set of instructions or statements, expressed, fixed, embodied or stored in any manner, which is to be used directly or indirectly in a computer to bring about a specific result.

(f) **“Copyright”** subsists in works mentioned in Section 13 of the **Copyright Act, 1957**. Copyright means the exclusive rights to do or authorise the doing of any of the acts in respect of a work mentioned in Section 14 of **Copyright Act, 1957**.

(g) **“Direct Costs”** means the costs of a project that can easily and accurately be identified as such. Examples include but are not limited to salaries, wages and benefits of research personnel, materials and supplies, travel, equipment and rental of space.

(h) **“Indirect Costs”** means the costs of a project that cannot be directly attributed to it, usually they are incurred for common to multiple projects, multiple researchers or multiple functions of the University. Examples include but are not limited to building use and depreciation, equipment depreciation, physical plant and maintenance (including utilities, hazardous waste disposal, and security), insurance, financial administration (including purchasing and accounting) and libraries.

(i) **“Instructional Software”** means Computer Software designed for instructional

purposes that provides for interaction with the user, or makes use of multimedia products, or both, and includes technology-enabled learning products in electronic format.

(j) **“Invention”** means a new product or process involving an inventive step and capable of industrial application, whether or not patentable.

(k) **“Inventive step”** means a feature of an invention that involves technical advance as compared to the existing knowledge or having economic significance or both and that makes the invention not obvious to a person skilled in the art.

(k) **“Inventor”** or **“Inventors”** means any person, including any member of the academic staff, librarian, administrative staff, postdoctoral fellow, visitor, student, or person holding an academic appointment at the University, who makes or develops an Invention using, in any way, facilities owned, operated or administered by the University and/or funds of, or funds administered by, the University.

(l) **“Intellectual Property”** includes patents, copyright, trademarks, trade secrets, designs, plant varieties and semiconductor integrated circuits layout design.

(m) **“Moral Rights”** means all of the Author’s rights to claim authorship and to protect the integrity of a Work under the Copyright Act, 1957 and applicable law.

(n) **“Net Revenue”** means the royalty, licensing and other income or equivalent financial return received from the commercialization of a work created with substantial use of University resources, less legal and other fees incurred directly in the process of establishing and maintaining the legal protection of those rights.

(o) **“Principal Investigator”** means the individual responsible for the intellectual leadership of a Research project.

(p) **“Research Agreement”** means an agreement entered into or proposed to be entered into by the University in respect of research and includes any sponsored research

agreement (proposed by sponsor agency, if any) and any agreement to provide or receive materials, information or data, or any other tools to facilitate research.

(q) **“Research”** means investigation or experimentation aimed to the discovery or interpretation of knowledge, systematic collection or revision of knowledge in light of new facts or theories, the development and application of methodologies to increase knowledge and the practical application of knowledge to specific problems or circumstances, as may be more particularly described in any guidelines issued pursuant to the Policy.

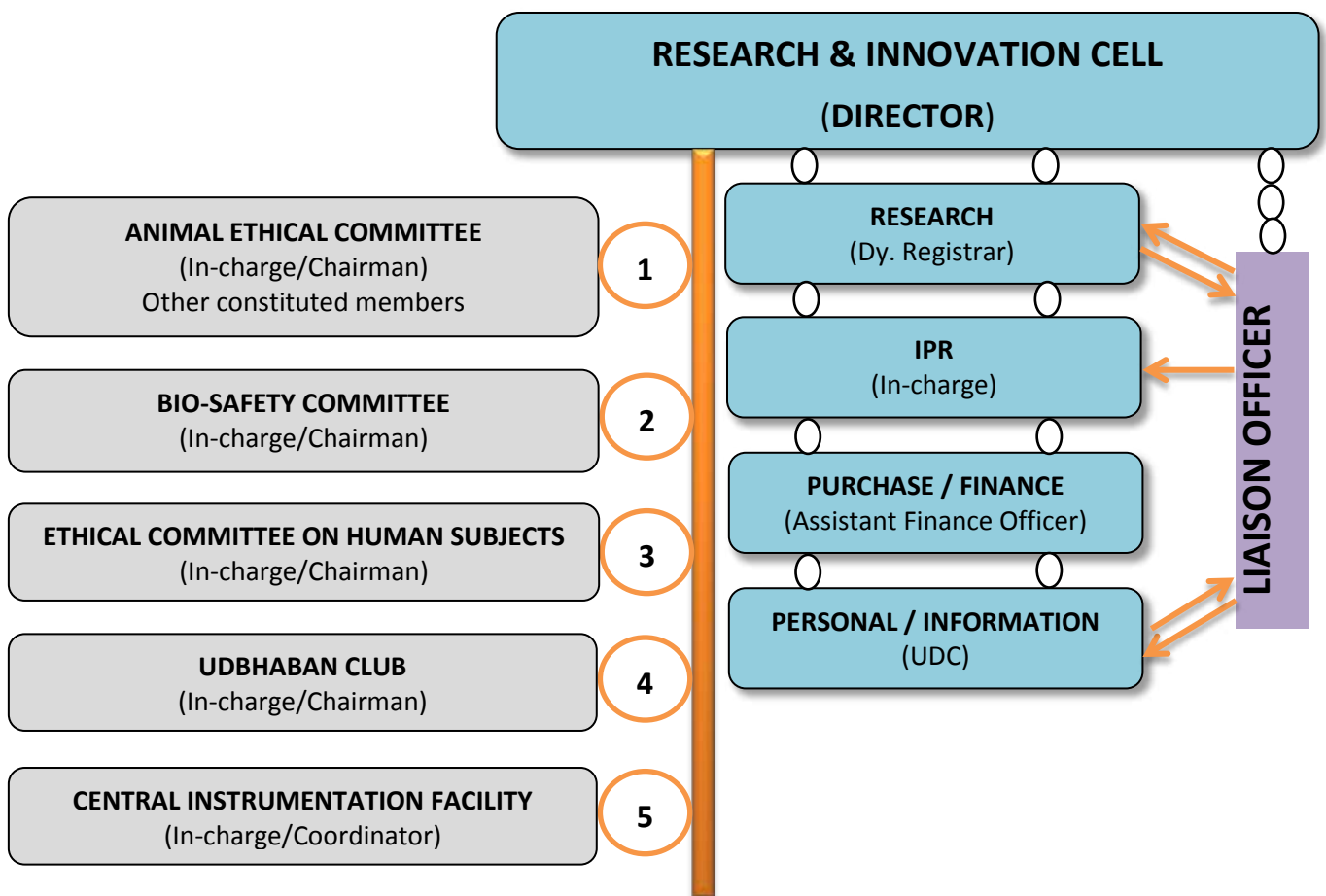
(r) **“Sponsored Research”** means Research undertaken or proposed to be undertaken using financial and/or other (e.g. in-kind) support, whether by participation in a competition, call for proposals, or pursuant any agreement or any kind.

(s) **“Substantial Use of University Resources”** means the extraordinary provision of resources by the University, which includes, without limitation: release time from regularly assigned duties where the primary purpose of this is the creation of a Work; direct discretionary investment by the University of funds or staff, or the purchase of special equipment for the creation of a Work; extraordinary use of multimedia production personnel and facilities; and, extraordinary use of computing resources. It would not normally include basic salary or the provision of overhead costs associated with the University’s administration of external funds.

(t) **“Teaching Staff”** means the employees of the University, University College, the constituent colleges and the arts and science faculties of the federated universities who hold the academic rank of professor, associate professor, assistant professor, full-time lecturer or part-time lecturer, unless such part-time lecturer is registered as a student, or who hold any other rank created by the University and designated by it as an academic rank.

1.4 ORGANIZATION CHART:

The organization chart shows the different autonomous sections (i.e. **Animal Ethical Committee, Bio-Safety Committee, Ethical Committee on Human Subjects, Udbhaban Club and Central Instrumentation Facility (Instead of Scientific officer, Two (02) Technical Assistant and Two (02) of junior Technical assistant will be placed in Central Instrumentation Facility)** and the constituted structure of the Research and Innovation Cell (R&I Cell). In absence of Director of the R & I cell, Registrar, TU will be the final signatory of the cell. Details given below:



1.5 ROLES AND RESPONSIBILITIES:

1.5.a The Research & Innovation Cell office is responsible for:

- Forwarding proposals to carry over the project (No Objection) for sponsored research on the behalf of the University, unless otherwise expressly delegated;
- providing the necessary support for the project (including administrative support, space and other necessary requirements as indicated in the proposal) and ensuring the sustained operation of the research infrastructure and assets management by the sponsor by including related operating and maintenance costs into planning and budget processes and documents;
- overseeing the administration of sponsored research funds in a restricted research fund throughout the terms of the sponsor's award;
- processing authorized expenditures in accordance with the sponsor's funding Terms & Conditions and any other policies or procedures of the University;
- maintaining financial records in relation to the project in accordance with the sponsor's funding Terms, the Policies and procedures of the University, whichever is more rigorous;
- informing to the PI/ Co-PI and the Administering office as soon as possible if the office of the Director, Research and Innovation Cell becomes aware of any significant matter and adverse matter in respect of the project.
- Time bound disposal of the forwarding of project proposal by the R & I cell

1.5.b The Principal Investigator (PI)/Co-PI is responsible for:

- Preparing the proposal for the project, including its budget and statement of work;
- All such proposals must be submit to the appropriate officer (Liaison) of the office of the Director, R &I Cell for approval before being sent to the sponsoring organization.
- Submitting the proposal to the sponsor once it has been endorsed by the University (so call the Registrar) in accordance with the Policy, except in

instances where submission by the University is specified by the sponsor;

- Implementation and execution of the sanctioned project and handling all communication with the sponsoring agency after the project has been accepted;
- Submission of intermediate and final reports and statement of account and/or utilization certificate through the Assistant Finance Officer (AFO) of the R & I Cell Section according to the guidelines of the funding agency.
- A separate bank account for the entire sponsored project, where fund is given to the Tripura University directly. However, there are commission / collaborative / consultancy project, where fund is not given to the University directly, in such case PI/Co-PI should submit statement of audited report / report to the R&I cell for record maintaining.

1.6 RESEARCH PROPOSALS OF SPONSORED RESEARCH

1.6.a PROCEDURE FOR PROPOSAL SUBMISSION:

The Principal Investigator must submit to the appropriate officer (Liaison) of the office of the Director, Research and Innovation Cell for approval before being sent to the sponsoring organization with enough number of copies (prescribe by funding agency) of research proposal with one additional copies (for documentation). Once the Project is approved and the sanction letter is received from the funding agency, the PI shall send a copy of the sanction letter and a copy of the approved project proposal (if any change made) to the Director, R & I Cell and another copy should submit to the Head of the concerned Department for the information and record.

1.6.b OPERATION OF PROJECT FUNDS

There shall be separate University Account for project funds. All funds of projects (approved) will be deposited in this account. Finance office/section of the R & I Cell shall maintain and assist/manage all the project fund in accordance to the Policy (including project fund interest calculation). The office shall keep all necessary account details, including online tracking facility for the PIs. The Office shall provide fund details, on request (any time) of PIs.

1.6.c OVERHEAD CHARGES AND UNIVERSITY DEVELOPMENT FUND:

The cost of a project shall consist of overhead fund (if any), actual expenses and payment to employees' external of consultants and students. Usually, fifteen percent (15%) of the recurring cost of the project shall be charged as overhead payable to the University and paid to the University development fund (UDF). The amount received on account of overhead charges shall be administered by the University as follows:

- a. 25% of the fund shall go to the University development.
- b. 25% of the fund shall go to the respective Department.
- c. Remaining 50% may be utilize by the PI for his/her professional development i.e. partial support to staffs salary, partial support for conference, membership of learned societies including enhancement of existing research facilities with proper justification with the assurance of all financial regulations of the University.

First project of the concerned PI's/Co-PI's overhead total money (if any) should go to the PI/Co-PI for his expenses towards renovation of his/her project lab.

1.6.d ACTUAL EXPENSES

The Actual Expenses shall cover major equipment (to be installed in Department or Central Instrumental Facilities *etc.*) to be procured as per sanction procedure laid down by the Director, R & I Cell on the behalf of the University. Procurement of research related consumable materials, computational charges or any other as per rate contract with University or any direct purchase from manufacture, whichever is simpler.

1.6.e CONTINGENCY EXPENSES

Contingency expenses are includes following:

- a. Cost of supplies, stationery, and reproduction.
- b. Cost of books, journals, membership fees of professional societies, registration

fee for conferences etc.

c. Payment for typing and other office work to outside agencies.

d. Postage and telephone (including phone deposit charges rentals and call charges of phones at the office or residences).

e. Costs charged by a Department for facilities provided to the project (such as large amounts of photo copying, use of computational and printing facilities, etc.

f. Hiring charges that are appropriate for the project.

1.6.f TRAVELLING EXPENSES

a. Travel may be undertaken for site visits, field work, experimental works in other institutes, meetings outside the University, participation in Conferences/Workshops/Seminars in India. Travel abroad may be allowed if the guidelines of the funding agency have the provisions.

B.TA/DA will be provided to the PI from his/her project funds and amount given as per the University rules.

c. Regular TA/DA rules of the University may be relaxed based on the merit of the case, if need arises, which may be decided upon by the Director, R&I Cell with approval from the Vice-chancellor if deemed necessary.

d. TA/DA of project employees shall be paid as per project rules.

1.7 GENERAL GUIDELINES FOR RECURRING PROJECT EXPENDITURE

i. If a project has clear sanction for a specified period of time, the fellowship/honorarium may be paid in advance by the University even if the grant has not been received. Advance for any other expenses in the name of PI may be decided upon by the Director, R&I Cell with approval of Vice-chancellor. Needless to mention any advance received by PI will be adjusted immediately on receipt of the grant of the

project.

ii. No prior sanction/approval is necessary for the purchase of chemical/consumables/books/instruments"/software's up Rupees fifty thousand (Rs. 50,000/-) , subject to the approval of finance Committee from provided sanctioned fund of the funding agency with proper written explanation to the Director, R&I Cell. The PI may act as self-sanctioning authority and can place order to the vendors for supplying consumables observing all financial rules of the University, with information to the finance section of the Director, R&I Cell. Further, for purchase of consumables up to 25% of allotted fund, quotations may not be required.

iii. Necessary requirements of PI can apply for advanced money of Rs. 20,000/- to procure consumables, cell cultures, lab. kits, etc. with the information to the Director, R&I Cell observing the financial rules.

iv. Advance drawn payment to the supplier of procuring chemicals/equipment should be made in the name of the supplier/manufacturer only.

v. Where fieldwork necessary for the project (an integral component of research) relaxation in disbursing T.A. and D.A. as mentioned in above (25% of found) may be allowed by the Director, R&I Cell from the request of PI.

vi. For buying books from the sanctioned project grant a PI can place order books with a vendor directly, informing the Librarian about this with the intimation to the Director, R&I Cell. When books arrived they are to be catalogued in the University's Central Library as early as possible and then given to the PI. After the project is over books shall be kept in the Departmental library (if any) or Central Library with intimation to the Central Library.

vii. To include few P.I/Co-P.I's in the committee as member.

**GUIDELINES FOR SELECTION OF JRFS/SRFS AND OTHER RESEARCH
PERSONNEL (TECHNICAL ASSISTANTS AND RESEARCH ASSOCIATES)
FOR RESEARCH PROJECTS AT T.U.**

Note: These rules shall be applicable in the cases where the Funding agencies do not lay down any guidelines about selecting JRFs/SRFs, Research Associates, Project Fellows, etc.

1.8 SELECTION RULES OF PROJECT EMPLOYEES

Open selection shall be held for all project posts through proper advertisement and followed by interview. Internal circular should circulate within the University, when suitable candidate is not found for open selection. (In special situations candidate shall select as recommendation of the PI with prior intimation to the Director, R&I Cell).

All the project appointments shall be contractual and on the basis of consolidated monthly compensation.

Automatic transfer from one project to another either on completion or midway shall not be permitted.

Selection of JRF/SRF/RA shall normally be made as per the guidelines provided by the sponsoring agency, and as per University rules.

Appointment letters shall be issued under signature of Registrar/Deputy Registrar with intimation to the Director, R&I Cell.

1.8.a JUNIOR RESEARCH FELLOWSHIP (JRF) PROJECT FELLOW

1.8.a.i ELIGIBILITY

1.8.a.i.a Educational Qualifications: A candidate seeking selection as JRF/Project Fellow must possess postgraduate degree in the concern discipline from a recognized University with a minimum of 55% marks in aggregate, if not provided the minimum cut-off mark is not specified by the funding agency. Minimum cut-off mark may be relaxed with the permission from the Director, R&I Cell, in-case an applicant had some research experience in same field.

1.8.a.i.b Age: The candidate shall not be more than 28 years of age for the award of fellowship on the stipulated last date of receiving applications in response to

advertisement. The upper age limit may be relaxed up to 5 years in the case of candidates belonging to SC/ST/OBC/Women and physically challenged applicants.

1.8.a.i.c Ph.D Registration of JRF:

JRFs/Project employees may be allowed to register with P.I's permission for the Ph.D. programme to the University if they fulfill all the requirements/criteria declared by the University. If the candidate desires to be registered for Ph.D. at Tripura University, general Ph.D rules of Tripura University shall be applicable.

1.8.a.i.d Desirable Qualifications: The desirable qualifications shall be determined by the funding agency/PI as per the needs of the project.

1.8.a.ii SELECTION PROCEDURE

a) Positions shall be advertised by the Director, R&I Cell in any of the national / regional newspaper and through other information media (by means of Departmental notices to various Universities and displaying in the Tripura University webpage). Applicants who have already cleared the National Eligibility Test (NET) for JRFs conducted by UGC/CSIR/ICAR/DBT/ICMR or GATE and/or have experience in research appropriate for the project will be given due weightage.

b) The screening of applications for calling candidates for interview shall be done by a 'Selection Committee' consisting of the P.I and/or the Co-investigator (if any) of the project and one expert member. Subsequently the PI shall inform the Director, R&I Cell and shall form a Selection Committee with the consultation with the P.I. The date and time for interview of the candidate/for walking interview will be fixed in consultation with the P.I.

In general, the travel and accommodation expenses of the expert member shall be paid by PI from his/her project fund.

d) During the interview the committee shall test the candidates' knowledge and of the subject, aptitude for research, creative thinking and sincerity. Subsequently, a report shall be made by Selection Committee and to submit to the Director, R&I Cell. The Director

office of R&I Cell shall be responsible for publishing the results in the University website and respective Department notice board. Appointment letter(s) of the selected candidate(s) shall be issued from the Registrar, Tripura University. The candidate is expected to join within 30 days from the date of issue of the appointment letter; else offer letter shall be cancelled, without prior notice to the candidate. However, in exceptional circumstances, the Director, R&I Cell may grant extension with special request from the PI.

1.8.a.iii FELLOWSHIP AND TENURE of JRF

The tenure and fellowship amount for the project staff per month shall be determined as per the rules and regulations of the funding agency. If not, the fellowship amount shall be decided by the PI with the information to Director, R&I Cell and with necessary intimation to the funding agency. After the approval of fellowship by the Director, R&I Cell, a candidate will receive the fellowship amount (mention by PI/funding agency)(subject to the availability of the fund) every month (within 10th of this month) must be credited direct to the candidate bank account from finance section of the Director, R&I Cell.

1.8.a.iv Upgradation of Junior Research Fellow (JRF) to Senior Research Fellow (SRF)

Upgradation of Junior Research Fellow (JRF) to Senior Research Fellow (SRF) is mentioned as per the funding agency rules. If not mentioned by funding agency, then after the completion of two years of tenure, the candidate may be apply to the Director, R&I Cell for upgradation of the fellowship. An Evaluating Committee may be constituted by the Director, R&I Cell for upgradation. The Evaluating Committee may be constituted by the Director in consultation with the P.I /CO-P.I as per rules.

The project fellow needs to present a progress seminar before the Evaluating Committee and followed by personal interview.

TA/DA and setting charge for external expert will be made from the project fund. The expenses may involve all types of hospitality.

1.8.b SENIOR RESEARCH FELLOWSHIP (SRF)

1.8.b.i ELIGIBILITY

1.8.b.i.a Educational Qualifications: In case of direct recruitment, a candidate seeking selection as SRF must possess a Master's degree in concerned / related discipline from a recognized University with a minimum of 60% marks in aggregate OR 1st class and atleast 2 years of research experience after his/her post graduate degree. Candidates with M.Tech / M.Pharm (60% or equivalent) degree may directly select as SRF, after personal interview by Evaluation Committee.

The condition relating to the period of research experience may be relaxed in the case of exceptional research work or research publications by the candidate.

1.8.b.i.b Age: The candidate shall not be more than 35 years of age on the stipulated last date of receiving applications in response to the advertisement. Upper age limit may be relaxed up to 5 years in the case of candidates belonging to SC/ST/OBC/Women and physically challenged categories.

1.8.b.ii SELECTION PROCEDURE

The selection procedure shall be similar like JRF/Project Fellow.

1.8.b.iii Fellowship and Tenure of SRF

The tenure and fellowship amount of the SRF shall be determined as per the rules and regulations mention by the funding agency. If not mentioned, the tenure and fellowship amount shall be decided by the PI with the approval of the Director, R&I Cell. The PI takes initiation for necessary intimation to funding agency.

1.8.c TECHNICAL ASSISTANTS (TAs)/Project Assistant

1.8.c.i ELIGIBILITY

1.8.c.i.a Educational Qualifications: A candidate seeking selection as a Technical Assistant/Project Assistant must be a graduate from a recognized University with one year's relevant experience / B.Tech. degree or other equivalent degree.

1.8.c.i.b Age: The candidate shall not be more than 30 years of age for the selection of TA on the stipulated last date of receiving applications in response to the advertisement. The upper age limit may be relaxed up to 5 years in the case of candidates belonging to SC/ST/OBC/Women and disability applicants. The upper age limit can be relaxed for experience candidate.

1.8.c.ii SELECTION PROCEDURE

The selection procedure of the Project Fellow shall be as similar as JRF.

1.8.c.iii FELLOWSHIP AND TENURE OF TA

The remuneration and fellowship amount for the project staff shall be determined as per the rules and regulations of the funding agency. If not mentioned, the tenure and fellowship amount shall be decided by the PI with the approval of Director, R&I Cell. The P.I takes initiation for necessary intimation to the funding agency.

1.8.d RESEARCH ASSOCIATE (RAs)

1.8.d.i Scope and objective:

Opportunities and support should be provided to outstanding research workers to do research work independently at post-doctoral level. The main objective is to utilize the skills and competence of post-doctoral fellows for research at higher level of scholarship.

1.8.d.ii Eligibility

Research associateships are intended for research workers preferably below the age of 45 years who have obtained a doctorate (Ph.D) degree from a recognized University, have published research work to their credit and have already shown evidence of independent research work.

Age relaxation up to a maximum of 5 years would be allowed to the candidates belonging to SC/ST/OBC/Women candidates.

1.8.d.iii Selection

The procedure for advertising the position of Research Associates shall be the same like

JRF/ SRF. The formation of a screening committee shall also be the same like JRF and SRF.

1.8.d.iv Conditions of Award: a) RA shall be devote himself/herself to whole time research work and shall not accept any other part time employment during the tenure of the research, if nothing is mentioned in the funding agency rule book. However, his/her services could be utilized by the authority for teaching purposes provided it does not affect the research programme and he/she shall not paid any extra remuneration for this purpose.

b) The RAs shall work under the supervision of a faculty member of the University. The RAs shall submit research progress report every six months interval through the supervisor/ faculty member, whom he/she is associated.

c) If a RA wishes to leave the associateship before the end of tenure, he/she should send prior notice to the Vice-chancellor/ Director, R&I Cell through the PI/concerned faculty member.

d) If the PI/ concerned faculty member is not satisfied either with the progress of the research work nether the conduct of the RA, the Director, R&I Cell may terminate the associateship at any time without any notice and assigning any reason, also P.I can terminates with one month notice (intimating the funding agency).

e) The award of any fellowship (JRF/SRF/RA) does not imply any assistance or guarantee for subsequent appointment in T.U. to the beneficiary.

1.9 OTHER ALLOWANCES AND FACILITIES PROVIDING TO THE JRF/SRF/RA

1.9.a House Rent Allowance

University shall provide single / double seated hostel accommodation (based on availability) to all the project staffs. If the accommodation may not be provided by the University, then the candidate will be entitled for House Rent Allowance (HRA) as per the guidelines of the Funding agency/University (if applicable).

1.9.b Medical Facilities

Medical facilities shall be available to the Project staff at the University Medical Center with free of cost.

1.9.c Leave rules

Leave for a maximum period of thirty days in a year in addition to general holidays of University (declared by subsequent year) may be given to Project Staff with necessary approval from the PI/concerned faculty member/supervisor..

1.10 CONSULTANCY PROJECTS

Tripura University encourages the faculty members to undertake consultancy projects as a part of their academic duties. Such projects, in addition to providing financial incentives to the individuals enrich his / her professional knowledge. Moreover, consultancy projects augment the university resources, promote university academy alliance and contribute to the social development.

1. Each consultancy project shall have a Principal Consultant who shall be responsible for

i. Formulating the project proposal which may include (a) planning of the work to be done, (b) estimating costs according to guidelines provided and (c) identifying other consultants, if necessary.

ii. Execution of work.

iii. Handling all communications with the clients after the project has been accepted.

iv. Writing of intermediate and final reports according to the project proposal.

v. Making recommendations to the Director, R&I Cell regarding expenditure from the project funds and disbursement of funds to participants in the consultancy project.

2. **Appointment of Principal Consultant:** Industrial organizations usually approach the University/Institute/Department for consultancy works through a faculty member. When a faculty member is approached or ready for the work, he/she shall be the Principal Consultant. If he/she not willing to be the Principal Consultant or if the project is referred to a functionary, Principal Consultant would be identified through appropriate discussions and appointment will be made by the Director, R&I Cell.
3. The project proposal prepared by the Principal Consultant shall be forwarded through the Director, R&I Cell.
4. In extreme emergencies, a consultant may take up an assignment with intimation to the Director, R&I Cell, and then seek approval.
5. The University/Institute/Department normally requires the cost of the project to be deposited by the client, in full, before the work commences. However, based on needs of the client and circumstances, the University/Institute/Department may permit commencement of work with payment to be made as per the agreement. All payments from clients shall be received by the Principal Consultant/Department. The expenditure and disbursements shall make through finance section of the Director, R&I Cell Office.
6. After the initial deposit has been made by the client, the Principal Consultant immediately inform to the Director, R&I Cell for further process. The project file shall be closed with the submission of the final project report and disbursement of fees to consultants and others through the Director, R&I Cell.

1.10.a UTILIZATION OF THE RESOURCES GENERATED

The resources earned by the Principal Consultant as consultancy fees (taxable income) should be divided between the faculty members (who directly involved in the project) and the Department in the manner give below.

- i) Academic allowance of Principal Consultant, entire amount to go the Principal Consultant concerned.
- ii) Amount received beyond 30% and up to the monthly gross salary of Principal

Consultant, beyond 30% amount shall be distributed in the ratio of 70:30 between the faculty members (who directly involved in the project) and the Department respectively.

iii) Amount received beyond the monthly gross salary of Principal Consultant. The beyond amount shall be distributed in the ratio of 50:50 between the faculty members (who are directly involved in the project) and the Department respectively.

1.10.b SERVICE TAX ON CONSULTANCY FEES

Service Tax is compulsory for all the consultancy services. The rate of service Tax is force to 14% (subject to change accordingly Central/State Govt.) of the total consultancy fees. Service Tax is to be paid by the party which obtains the services i.e. the clients. So, it is essential that the coordinators of the consultancy projects inform the clients the amount payable by the clients as Service Tax in addition to the consultancy charge. For example, if the consultancy fee charged to the clients is Rs. 100/-, the clients will be paid of Rs. 14 as Service Tax and collected amount will be deposited in to the Govt. accounts of central Excise Department, through the finance section of the Director, R&I Cell.

1.10.c GENERAL GUIDELINES FOR ENGAGEMENT OF PROJECT STAFF

(For rules and regulations, please see “sponsored funded projects and consultancy projects: Rules and Regulation”) in addition:

1. There should be provision of appointment of project staff in the project sanctioned by the funding agency.
2. Funds should be available for project staff in the project OR there should be commitment from the funding agency for providing funds for project staff. In the latter case, appointments shall be made only after the receipt of funds.
3. If the above two conditions are satisfied, then appropriate appointment procedure among the following may be adopted:
 - a. Open selection by wide publication of the advertisement in at least one local newspaper and issuing a circular within the Department. Advertisement may also be sent to other educational institutions.

b. In special and exigent situations – direct appointment for duration up to 6 months on ad-hoc basis.

However, other appropriate appointment procedures may also be adopted if the terms and conditions mention by the funding agency.

1.10.d ADDITIONAL POINTS OF THE GUIDELINES FOR ROUTINE AND TIME BOUND CONSULTANCY PROJECTS INVOLVING THE WHOLE DEPARTMENT

1. For consultancy works a faculty in-charge shall be selected by the concerned Departments for the tenure of 6 months.
2. The client shall first approach to the HOD with a letter detail about their requirements.
3. The Faculty in-charge shall be deposits the fees (including service tax) and bring the receipt to the Department on the behalf of client.
4. The Department shall retain a copy of the receipt, take over the materials and samples deposited by the client (if any) and give a tentative date of handing over the final recommendation.
5. HOD shall send the intimation to the Director, R&I Cell with a copy of the client's letter for information and keeping the records.
6. HOD or Faculty in-charge shall be constituted an appropriate group of faculty (on rotation basis) for the jobs. The technical officer (faculty member) will be responsible for scheduling and conducting the laboratory tests under the direction of the faculty assigned. The technical officer shall assign the technical assistants as required.
7. The technical officer shall sign the laboratory test reports.
8. The Faculty assigned shall be analyzed the results, make the recommendations and prepare the final report. A synopsis of the report shall be prepared by the faculty assigned in consultation with the Faculty in-charge. He/she will sign the final report and submit to

the Director, R&I Cell through the HOD.

9. The Faculty in-charge shall be responsible to inform the client about the completion of the job assigned and deliver the report.

10. The break-up of the revenue earned from the consultancy services as follows:

i) 25% of released funds are transfer to the University.

ii) 20% of released funds are transfer to the concerned Departments (This will include the cost of consumables, labour, travel and other expenditure incurred for the work).

iii) 55% of released funds are transfer to the consultant group.

11. Separate Bank accounts shall be opened to be operated by the HOD of the concerned Departments and Assit. FO (Finance section of R&I Cell) jointly.

12. The distribution of the Consultancy share amongst the faculty and laboratory staff involved is as follows:

i) 10% of the consultancy share shall be equally distributed amongst the Technical Assistants involved in the work.

ii) The balance 90% of the share shall be equally distributed amongst the faculty members involved including Technical Officer.

1.10.e USE OF THE UNIVERSITY'S NAME

All written or broadcast material containing the University's name for advertising, marketing or other promotional purposes shall be submitted for approval to the Director, R&I Cell and the Director, R&I Cell office responsible to approval from Public Relation Officer of the University, prior to use of such material. A statement on the use of the University's name shall be included in all appropriate contracts between industry (company) and the University.

2. PUBLICATION POLICY

Since the dissemination of knowledge is one of the primary functions of the University, university research should be such that the results may be freely published or otherwise promptly disseminated. Publication can take a number of forms and occur in a variety of media, both in print and electronic, including academic journals and conferences, dissemination through websites, and public discussion among colleagues.

Results of research undertaken in the University shall be fully publishable with the following qualifications:

1. Where a sponsor has intellectual property rights arising from a research project for which it wishes to obtain statutory protection, an agreement with the sponsor may provide for a short delay for protection, provided that:

(a) normally, no delay will exceed 90 days from the date of submission of the manuscript or presentation to the sponsor;

(b) in no event will any delay exceed 6 months from the date of submission of the manuscript or presentation to the sponsor; and,

1. The University may agree to receive information identified as “confidential” or “proprietary” from a sponsor if such information is essential to facilitate performance of a research project and maintaining such information in confidence would not preclude the publication of University research results.

2. University research results, any change in the original report, the names of the University and the reports of the authors shall not be used in the sponsor’s publications without the written consent from the University or R&I Cell of Office.

3. No agreement with a sponsor for research involving human subjects may preclude the disclosure of research results to study subjects and/or their lawful representatives, Research & Innovation committee, relevant research ethics boards at the site and at other

participating study sites, and regulators, if and when the investigator, University and/or research ethics board deem disclosure necessary to protect the health of study participants, or where disclosure is necessary to obtain and maintain informed consent.

4. In this Policy, the term “research” is broadly defined and is intended to include all forms of research and scholarship, whether or not grant supported. This Policy applies to all members of the University who conduct research and to all agreements entered into by the University in respect of research.

5. In consultation with the office of R&I Cell and subject to the provisions of this Policy, divisions may introduce guidelines as appropriate to their particular research circumstances and the norms of their disciplines. In extraordinary circumstances, the Director, R&I Cell or office designate may authorize exceptions to this Policy if such exception does not result in censorship of University research results.

3. “MISCONDUCT OF PUBLICATION” UNETHICAL PRACTICES FOR ACCEPTABLE OF RESEARCH ARTICLES

- Submitting and publishing the same paper to different journals without telling the editors.
- Not informing a collaborator of your intent to file a patent in order to make sure that you are the sole inventor
- Including a colleague as an author on a paper in return for a favor even though the colleague did not make a serious contribution to the paper.
- Discussing with colleagues data from a paper that you are reviewing for a journal.
- Bypassing the peer review process and announcing research results through a press conference without giving peers adequate information to review your work.
- Conducting a review of the literature that fails to acknowledge the contributions of other people in the field or relevant prior work.
- Stretching the truth on a grant application in order to convince reviewers that your project will make a significant contribution to the field.
- Overworking, neglecting, or exploiting graduate or post-doctoral students.

- Failing to maintain research data for a reasonable period of time.
- Making derogatory comments and personal attacks in your review of author's submission.
- Making significant deviations from the research protocol approved by your institution's Animal Ethical Committee or Institutional Review Board for Human Subjects Research without telling the committee or the board.
- Not reporting an adverse event in a human research experiment.
- Exposing students and staff to biological risks in violation of your institution's biosafety rules.
- Making unauthorized copies of data, papers, or computer programs.
- Company that sponsors your research and not disclosing this financial interest.
- Deliberately overestimating the clinical significance of a new drug in order to obtain economic benefits.

4. INVENTIONS POLICY

4.1 The University has three basic objectives:

- a) to encourage creativity and innovation within the University community;
- b) to facilitate the translation of knowledge for the greatest possible public benefit, including by commercialization through development of Inventions into commercial products or processes; and,
- c) to ensure that revenue generated by these Inventions is distributed in a manner consistent with the first two objectives and the advancement of research at the University.

4.2. Application of Policy:

This Policy applies to all inventions disclosed to the University after the date fixed for implementation of this Policy by the University. This Policy does not apply to inventions created in the course of demonstrably private research unrelated to the inventor's University functions or in the course of private consulting activities to outside bodies, when such activities do not involve any substantial use of University facilities.

4.3 Innovation Agreements:

- (a) all agreements between the University and third parties that relate to inventions and/or inventors shall remain in full force; and,
- (b) the determination of rights in, and the allocation of revenue from, an invention made by an inventor who also holds an appointment in an affiliated teaching hospital, centre of excellence, network of centres of excellence or other external institution shall be subject to the terms and conditions of agreements between the University and the hospital, centre, network or institution in force at the time of the disclosure of the invention, or, in the absence of such an agreement, to negotiation between the institutions involved.

4.4. Disclosure and Ownership:

4.4.a Disclosure: When an inventor makes an invention, the inventor shall make full and complete disclosure of the invention to the University by submitting an Invention Disclosure Form (TU/IPR/6A) to the office of the the Director, R&I Cell without unreasonable delay.

4.4.b Ownership: All rights in Inventions shall be owned jointly by the University and the inventor at the time of their creation, unless these rights have been ceded (in whole or in part) to a third party under a prior written agreement.

4.4.c Exception: Notwithstanding any other provision of this Policy, the University shall solely own all rights in Inventions which are:

(a) made in the course of activities performed pursuant to direction given by a faculty or staff member of the University specifically with the object of making such an Invention;

(b) made by an Inventor who is a member of the administrative and support staff of the University as a result of activities covered by the Inventor's contract of employment; or,

(c) specifically commissioned by the University under a written agreement in which the Inventor assigns ownership of the Invention to the University. A written agreement shall be made in between University and inventor/s regarding the ownership of innovation. The revenue/royalty amount shall be distributed according to the decision taken by the University.

4.5 Commercialization:

4.5.a By University: An inventor may offer an invention to the University if the inventor wishes the University to take full responsibility for the legal protection and/or commercialization the invention. The University may undertake a commercial and/or technical assessment or other evaluation of the invention before accepting the inventor's offer.

(a) the inventor shall assign sole ownership of the invention to the University; and, (b) if the University has not made reasonable efforts to enter into an agreement with a third party to commercialize the invention within two years of entering into the assignment with the inventor, the inventor may request to assume responsibility for legal protection and/or commercialization of the invention. If so, the University shall assign sole ownership of the invention to the inventor.

4.5.b By Inventor: If an inventor wishes to take full responsibility for the legal protection and/or commercialization of an Invention, the inventor shall inform to the University.

(a) the University's right to use the invention for research, teaching and administrative purposes, without cost and in perpetuity;

(b) any obligations granted to third parties under any applicable funding or other agreements;

(c) all agreements with respect to the license or assignment of the inventor's rights in the invention shall include indemnification of the University; and,

(d) the inventor shall provide to the University, on an annual basis, a copy of each such agreement entered into by the inventor together with a report of all patent activity and business transactions undertaken and revenues received in respect of the invention.

4.6 Net Revenue. Net Revenue shall be shared and distributed in accordance given table, on an annual basis.

The tables show the distribution of Net Revenue to all participants:

Cumulative Net Revenue	Rs. 1000–	Rs.500,001 -	More than
	5,00,000	10,00,000	Rs.10,00,000
Inventor	60%	60%	60%
University Fee	20%	20%	20%
Research & Innovation Cell	10%	3%	0%
Inventor's Department	10%	3%	0%
University Development Fund	0%	14%	20%

4.7 Dispute Resolution:

4.7.a Process: If a dispute arises between an inventor and the University with respect to the application of this Policy, the inventor and the University shall attempt to resolve the dispute through mediation, failing which the dispute shall be referred for decision to a panel composed of one member nominated by the inventor, one member nominated by the University and one member (preferable from Department of Law, Tripura University) selected by the Director, R&I Cell. The third member will be a person with training as a neutral adjudicator. Each of the inventor and the University will be permitted to have a representative act on their behalf before the panel. Normally, the parties shall share the costs of the panel's adjudication equally, except for those costs incurred by the inventor in the use of a designated representative which shall be borne by the inventor.

4.7.b Standstill: Until a decision is given by the panel, no action shall be brought by an Inventor against the University, or by the University against the Inventor, in any Court of Law on any matter arising out of this Policy.

5. ADMINISTRATION OF THE POLICY

5.1 General: The Director, R&I Cell is responsible for the administration of this Policy and is authorized to approve guidelines, regulations and procedures pursuant to this Policy. The Director also authorized to execute such assignments, agreements, consents, and other documents as may be necessary or desirable to implement this Policy, and the disposition of rights in Inventions thereunder, on behalf of the University.

6. COPYRIGHT POLICY

6.1 Preamble

This Copyright Policy has the following basic objectives: - To determine the ownership of copyright works created by members of the University community. - To foster the creation and development of copyright works in support of the University's academic mission. - To provide for the equitable sharing of the revenues arising from copyright works between authors and the University.

6.2 The University will own Copyright in all Works which are:

- (a) Created by an Author in the course of the Author's employment by the University; or,
- (b) Specifically commissioned by the University under a written agreement in which the Author assigns Copyright in the Work to the University.

For the purposes of this Policy, research and instruction, or the creation of instructional Works, including Instructional Software, undertaken by members of the University's Teaching Staff or librarians shall not be deemed to be made or undertaken in the course of their employment by the University.

- In all other cases, the Author will own Copyright in the Work, except to extent that any rights in the Work have been granted to a third party under a prior written agreement signed by the University and acknowledged in writing by the Author.
- Where the University owns Copyright in a Work created other than in the course of employment, the Author will:
 - (a) retain all Moral Rights in the Work;
 - (b) have the right to revise the Work at reasonable intervals; and,
 - (c) have a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable license to use, revise and modify the Work for non-commercial purposes.
- Where the University does not own Copyright in Work created with Substantial Use of University Resources, the University will:

(a) have the right to receive a share of Net Revenue, in accordance with this Policy; and,
(b) have a perpetual, irrevocable, royalty-free non-exclusive, non-transferable license to use, revise and modify the work for research and teaching purposes within the University, provided that:

i. the license will not confer any commercial rights to the University; and,

ii. the University will not publish any revised version of the work without the Author's prior written consent.

➤ To encourage awareness of rights and obligations under this Policy and reduce the possibility of misunderstanding, circumstances involving substantial use of University resources should be identified in advance of the creation of a work whenever possible. Since practices and procedures on such matters may vary in different divisions of the University, divisions are encouraged to develop their own guidelines in furtherance of this Policy, subject to the approval of the Director, R & I Cell.

➤ Computer software that is not instructional Software will be deemed to be an "Invention" under the Policy, and the rights and obligations with respect to such computer software and the disposition of revenues therefrom shall be in accordance with the Policy.

6.3 Notwithstanding any statement elsewhere in this Policy:

(a) if an Author also holds an appointment with an affiliated teaching hospital or other external institution, the determination of rights in a Work and the allocation of Net Revenues arising out of its commercialization shall be subject to the terms and conditions of agreements between the University and the hospital or other institution in force at the time of the disclosure of the work, or, in the absence of such an agreement, to negotiation between the institutions involved;

(b) all agreements existing at the time of the adoption of this Policy between the

University and Authors, or the University and governments, corporations and other third parties relating to Works and/or Authors shall remain in full force; and,

(c) the rights and obligations set out in this Policy may be modified by written agreement between an Author and the University.

6.4 Disclosure and Revenue Sharing

(a) If an Author wishes to commercialize a Work created with Substantial Use of University Resources, the Author will disclose the Work to the University by completing a disclosure form and submitting it to the Director, R&I Cell or his/her designate(s) without unreasonable delay. Works which comprise an instructional course shall not be considered Commercialized simply because the tuition income from the course exceeds the cost of mounting the course.

(b) The Author may consult with the University's appropriate officials with respect to the various options available to the Author regarding commercialization and of sources of information about those options. If the Author wishes to retain the responsibility to commercialize a work created with substantial use of university resources, the Author will enter into a revenue sharing agreement with the University, under which the University will receive 25% of the net revenue which the Author may receive, payable on an annual basis.

(c) If the Author does not wish to retain the responsibility to commercialize a work created with substantial use of University resources, the Author may offer to assign copyright in the work to the University. If the University accepts the assignment, the Author will enter into an assignment and revenue sharing agreement with the University under which the Author will receive 25% of the net revenue which the University may receive, payable on an annual basis.

(d) In cases where the respective contributions of the Author and the University vary substantially from the norm, the respective shares of net revenue may be varied accordingly by agreement to reflect the relative contributions of the Author and of the University.

6.5 Arbitration

(a) If a dispute arises between an Author and the University with respect to the application of this Policy, the Author and the University shall attempt to resolve the dispute through mediation, failing which the dispute shall be referred for decision to a panel composed of one member nominated by the Author, one member nominated by the University and one member selected by the first two or, in the absence of an agreement between them, by the Director, R&I Cell.

(b) Until a decision is given by the panel, no action shall be brought by the Author against the University, or by the University against the Author, in any court of law on any matter arising out of this Policy.

7. INTELLECTUAL PROPERTY RIGHT POLICY

7.1 Purpose

Tripura University has formulated this IPR related policy for the management of intellectual property right to:

- a) provide a conducive environment leading to development of intellectual property;
- b) facilitate, encourage, promote and safeguard scientific investigation and research and the freedom of the scholars involved in R&D;
- c) establish an IPR management policy and procedural guidelines for making available to the public the inventions and discoveries made in the course of research carried out in the University;
- d) frame standards for do's and don'ts for University, creators of intellectual property and their sponsors relating to inventions, discoveries and original works originating from University;
- e) promote, facilitate and provide incentives to the members of the community of creators who take initiatives to transfer University intellectual property to the public under this Policy;
- f) enable the University to secure sponsored research funding at all levels of research;
- g) make the University a prime academic research institution pursuing the highest ideals of scholarship and teaching by dissemination of the benefits of Intellectual Property originated from the University to the community and society;
- h) make the creator of IPR aware of the applicable laws and rules for ensuring their compliance; and
- i) enable the University to make beneficial use of such developed IP for the maximum possible benefit of the creators, the University, and the nation at large.

7.2 Objectives

The objectives of the Policy are as follows:

- a) to promote academic freedom and safeguard in creation of intellectual property at the University;
- b) to provide a comprehensive single window reference system for all intellectual

- property rights issues relating to intellectual property generated at the University;
- c) to safeguard the interest of creator of intellectual property and provide a fair distribution of returns accruing from the commercialization of IPR;
 - d) to help in introducing prudent IP management practices within the University to promote an IPR culture;
 - e) to provide legal support, wherever necessary, to defend and protect the intellectual property rights obtained by the University against any infringement/unauthorised use;
 - f) to create an environment for acquiring new knowledge through innovation and research, compatible with the educational mission of the University;
 - g) to preserve the academic freedom to publish the research results and to make them aware that if they do decide on public release, the patent system cannot be brought into play thereafter;
 - h) to ensure that once they decide to explore the prospects of commercialisation of IP, they must disclose it to the University, while continuing to keep the information confidential until patent applications are being processed; and
 - i) to ensure the release of University's rights relating to an IP, back to the researcher where University decides not to pursue the opportunity for commercialisation.

7.3 INTELLECTUAL PROPERTY AND OWNERSHIP

7.3.1 Copyrights

The University will not own the rights in copyrightable works such as books, articles, monographs, lectures, speeches and other communications produced by the staff in the course of research and teaching using University resources. Ownership of copyright of all copyrightable work shall rest with the author(s) with the following exceptions:

- i. If the work is produced during the course of sponsored and/or collaborative activity, specific provisions related to IP, made in contracts governing such activity, shall determine the ownership of IP.
- ii. The University shall be the owner of the copyright of work, including software, created by the University personnel with significant use of University resources. The University may demand assignment of the copyright in whole or in part depending on the degree of University-supported resources used in producing the copyrightable work.

iii. The University shall be the owner of the copyright on all teaching materials developed by the University personnel as a part of any of the academic programs at the University. However, the authors shall have the right to use the material in her/his professional capacity. As the traditional exception, the University shall not claim ownership of copyright on books and publications authored by the University personnel.

iv. The University shall be the owner of the copyright of work produced by non-University personnel associated with any activity of the University with the intellectual contribution of the University personnel. However, the authors shall have the right to use the material in her/his professional capacity. The student and his/her supervisor(s) will jointly have the ownership of copyright in the thesis / dissertation / project report written by a student.

Where copyright has not been assigned to the University will be entitled to a non-exclusive, non-transferable license to use the work within the University for non-commercial educational and research purposes, or to possess a limited number of copies for such purposes, whichever is relevant. Any copyrightable work generated as a work for hire will belong to the University as per the terms of the original contract.

7.3.2 Invention(s), Design(s), Integrated circuit layouts, and other creative work(s):

Invention(s) including software, design, and integrated circuit layouts created by the University personnel without significant use of the University resources and not connected with the profession for which he/she is employed at the University shall be owned by the creator(s). For invention(s) including software, design, and integrated circuit layouts produced during the course of sponsored and / or collaborative activity, specific provisions related to IP made in contracts governing the collaborative activities shall determine the ownership of IP.

The University shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created by a team of the University and non-University personnel associated with any activity of the University. Non-University personnel, who create invention(s) including software, design, and integrated circuit layouts at the University without any intellectual contribution of the University personnel and

significant use of the University resources, shall be the owner of such invention(s). Except as stipulated above, the University shall be the owner of all invention(s) including software, design, and integrated circuit layouts, created at the University.

7.3.3 Patents

This section refers to intellectual property that is patent-able or protectable by confidentiality agreements.

- i. The University will not require to be assigned to it the intellectual property created by the creator(s) where there is use of usual University resources only.
- ii. The University will require to be assigned to it such intellectual property as is created by the creators through the use of University-supported resources. In this case, the University will take steps to commercialise the property through patenting or agreements. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality, the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the University in the intellectual property.
- iii. The intellectual property created through sponsored research where the sponsor does not claim intellectual property rights vide section 5.12.
- iv. The creators of University-owned intellectual property shall retain their right to be identified as such unless they specifically waive off this right in writing.
- v. Royalty accruing or any type of payment received from the commercialisation of the University-owned intellectual property will be shared between the University and the creators vide section 5.2 (v).

7.3.4 Trade mark(s) / Service mark(s):

The ownership of trademark(s)/ service mark(s) created for the University shall be with the University. In cases of all intellectual property (IP) produced at the University, the University shall retain a non-exclusive, free, irrevocable license to copy/ use IP for

teaching and research activities, consistent with the confidentiality agreement(s), if any, entered into by the University. The authorities responsible on behalf of the University and creators have the responsibility to ensure the following:

- i. Any association with the University implied by third parties is accurate.
- ii. The activities with which the University is associated through third parties maintain standards consistent with the University's educational purpose.

7.4. INTELLECTUAL PROPERTY RIGHTS (IPR) ADMINISTRATION:

This policy shall be applicable to all the University personnel, as well as non-University personnel associated with any activity of the University such as, but not limited to outcomes of research, consultancy or Continuing Education Programmes, and covers different classes of Intellectual Property - Patents, Designs, Trade Marks/Service marks, Copyright, Integrated Circuits Layout, Trade Secret and undisclosed Information.

i. Legal status of IPR policy:

The policy shall be applicable from the date notified by the University. Any addition, insertion and / or deletion from the policy document, which curtails the rights of a researcher, *will not operate retrospectively*. Any alterations in this policy will not take effective until the Research & Innovation Cell (RIC) takes a unanimous decision, and such changes would be effective for inventions and other research results arising out in the future. An employee is required to observe the University's policy on Intellectual Property Rights as may be decided by the RIC from time to time.

ii. Scope of the Policy:

This policy covers all rights arising from intellectual property devised, created, or made by the staff in the course of their employment by the University irrespective of the eligibility of these rights for registration. The IP arising from academic research includes patents, designs, trademarks, service marks, copyright, know-how and undisclosed information.

7.4.1 Disclosure:

When the creators believe that they have generated patentable or commercialisable intellectual property using University-supported resources, they shall report it promptly

in writing along with relevant documents, data and information, to the University through the Director, Research & Innovation Cell using the Invention Disclosure Form of the University. Disclosure is a critical part of the IP protection process for claiming the inventor-ship. The information shall constitute a full and complete disclosure of the nature, particulars and other details of the intellectual property, identification of all persons who constitute the creator(s) of the property, and a statement of whether the creator believes he or she owns the right to the intellectual property disclosed, or not, with reasons. Where there are different creators of components that make up a system, the individual creators and their contributions must be identified and treated separately. In case of the sponsored and/or collaborative work the provisions of the contract pertaining to disclosure of the creative work is applied. By disclosure the inventor(s) shall assign the rights of the disclosed invention to the University.

7.4.2 Confidentiality:

The University personnel and non-University personnel associated with any activity of the University shall treat all IP related information which has been disclosed to the IPR Cell under RIC and/or whose rights are assigned to the University, or whose rights rest with the University personnel, as confidential. Such confidentiality shall be maintained till such date as is demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public. Having filled the Disclosure Form, the creator shall maintain confidentiality i.e. refrain from disclosing the details, unless authorized otherwise in writing by the University, until the University has assessed the possibility of commercialisation of the intellectual property. Subject to the right of academic freedom the University staff shall not directly, except in the proper course of their duties, either during or after a period of their appointment, disclose to any third party or use for their own purposes or benefit or the purposes of any third party, any confidential information about the business of the University unless that information is public knowledge or he/she is required by law to disclose it.

The following guidelines should be followed when dealing with confidential information in the context of third parties such as commercial organizations:

- i. The amount of information given to prospective licensees before the signing of any confidentiality or secrecy agreement should in no case exceed or fall outside that which is set out in the **Technology Profile Form** for any particular intellectual property.
- ii. When a third party is interested in commercialising an item of intellectual property on offer after inspecting the relevant Technology Profile, they may apply on the prescribed form and with the deposition of the required fee for transfer of the technology. They will be required to demonstrate their capacity to commercialise the technology to the University's satisfaction. The University will then require the third party to sign contractual confidentiality or secrecy agreements undertaking to maintain the confidentiality of all information disclosed, before any further disclosure is made. The format of the Agreement, should be followed.
- iii. Third parties must obtain express authorization writing from the University to commercialise/exploit the intellectual property. Confidentiality agreements will continue in force even if the commercialisation process is aborted at any stage. However, it is recommended that no disclosure should be made if there is any doubt as to the outcome of the commercialization process.
- iv. If running royalties are to accrue to the University and the creator, the licensees must be bound by their contract to take adequate measures to protect that matter from becoming known to others through the licensee's practice, and thereby made available to others whose activities may adversely affect royalty returns.
- v. Access to areas where University-owned intellectual property including confidential information is made available, seen or used, and to confidential documents, records, etc. is to be limited only to those who are creators or are bound by confidentiality agreements.
- vi. Creators and/ or University personnel must take care not to disclose confidential details of University-owned intellectual property in their publications, speeches, or other communications.

7.4.3 Evaluation and Exploitation Decisions:

The RIC of the University will evaluate the disclosure made by the creator on the prescribed Invention Disclosure Form and determine whether there is a good prima facie case for believing that the intellectual property has economic value and it needs IPR

protection. The University shall communicate to the creator within 90 days from the date of disclosure, its decision whether the

- i. University wishes to own and commercialise the intellectual property.
- ii. University is unwilling to commercialise the intellectual property.
- iii. The ownership of the intellectual property is in doubt.

7.4.3 (a) Where the University wishes to own and commercialise the intellectual property. In this case, the University will take steps to commercialise the property through patenting or confidentiality. Where a patent is applied for, the creator shall agree to maintain all relevant details of intellectual property secret and confidential until the patent application is filed. In the case of protection through confidentiality the same information will be kept secret and confidential as long as the intellectual property has commercial value. The creator shall furnish such additional information and execute such documents from time to time as may be reasonably requested for effective protection and maintenance of proprietary rights of the University in the intellectual property.

7.4.3 (b) Where the University is unwilling to commercialise the intellectual property It shall merely record the fact of the creation of the intellectual property without prejudice to the rights of the creator and hold all information communicated in this regard by the creator, secret and confidential. The University will have no liability to keep the information secret and confidential if the intellectual property subsequently either comes into public domain or is commercialised otherwise. The University will be entitled to a non-exclusive, non-transferable license to use the work within the University for Non-commercial educational and research purposes.

7.4.3 (c) Where the ownership of the intellectual property is in doubt. In all such cases the issue of ownership shall be referred by the RIC to an Arbitration Committee constituted by the Vice Chancellor of the University. The Arbitration Committee must communicate its decision on the matter to the creators within one month of the referral of the issue to the Committee. The decision of the Arbitration Committee will be final and binding on the creator(s) and the University.

7.4.4 Commercialisation of University-owned IP:

7.4.4 (a) Commercialisation through licensing of rights by the University: All

expenses for obtaining and maintaining statutory rights in University owned intellectual property will be borne by the University. The University will take steps to commercialise all University-owned property according to the time schedule outlined below:

- ✓ ***Date zero:*** the creator discloses the nature and particulars of the intellectual property they have created to the University in the prescribed Disclosure Form. Zero plus one hundred eighty days (six months) or earlier: If the property is found to be assignable to the University and the University wishes to own the property as per section 7.4.3 (a), the University files the patent, or proceeds directly for commercialisation through confidentiality agreements with third parties, whichever is practicable. The creator should provide all necessary data and documents for filing the patent within 15 days of the notice served by the University intimating its decision to patent. Should the University fail to inform the creator of its decision within the said deadline, the creator, without encumbrance, will hold the rights of the intellectual property.
- ✓ ***Zero plus five years:*** the University reviews the situation if the intellectual property has been commercialised; the subsequent cost of maintaining statutory protection will be met through receipts from the licensee. If the property has not been commercialised, all rights and responsibilities in it will revert to stand a good chance of being commercialised within the next year, in which case the University opts to pay for another year of protection and retains the rights for that year.
- ✓ ***Zero plus six years:*** After the end of the sixth year, if the intellectual property is still not commercialised, all rights and responsibilities in the property will revert to the creator, subject to any contractual agreements with a sponsor, if any, and the University shall no more be liable to pay for statutory protection of the property.

At any time during the above process, the University will have the right to revert the rights in the intellectual property to the creator at a mutually agreeable date with notice of three months of its intention to do so. If the property is commercialised subsequently, the creator may be required to pay a royalty to the University on first slab of the net profit in a proportion 60% for the creator/inventor, 20% to the department/centre of the

creator/inventor and 20% to the University.

7.4.4 (b) Commercialisation through licensing of rights by third parties: The University will license at its discretion the University-owned intellectual property for commercialisation through third parties who may or may not be the creator through the grant of exclusive/ non-exclusive licenses, or assign its ownership rights to third parties/ creator safeguarding the interests, financial or otherwise, of the University.

- ✓ All such licensing agreements or assignments in particular where the third party is also the creator, would be carefully examined by the University to determine that no conflict of interest will occur as a result of their ratification. The third party when interested in any such transfer of rights must demonstrate technical and business capability to commercialise the intellectual property.
- ✓ The costs of transfer of interest/ right/ ownership and maintenance of rights in the University-owned property by way of license, assignment or otherwise devolution of rights for such purposes will be borne exclusively by the licensee, assignee, and person acquiring such rights. The University may under special circumstances retain a non-exclusive royalty-free license to use the property for teaching and research.
- ✓ The assignment or license may be subject to additional terms and conditions, such as revenue sharing with the University or reimbursement of the cost of statutory protection, when justified by the circumstances of development of the intellectual property licensed. If the University finds that the third party has not taken steps to commercialise the property within one year of acceptance of the license, the University will be free to revoke the license.

7.4.5 Transparency of IP Administration:

The University will inform the creators of Intellectual Property of progress regarding filing of the patent, commercialisation and/ or disposition of the intellectual property. The University and the creators shall maintain complete transparency in sharing information at all stages of the process. The creators shall keep the University informed of updates or development of the Intellectual property, which lead to tangible effects on the property.

7.4.6 University's Acceptance of Independently Owned Intellectual Property:

The University may accept assignment of intellectual property owned by other parties provided that such assignment is found to be consistent with the public interest and the University's academic mission. Intellectual property so accepted shall be administered in the same manner as other University-owned intellectual property.

7.4.7 University's Right to Update and Maintain Course Materials:

In all cases the author's special rights *under section 57 of the Indian Copyright Act 1957* protect the creator of the original work.

7.4.7 (a) Where University owns the Rights:

The University will be at liberty to update, revise, and/ or translate (hereinafter revise) course material in which it owns the right through assignment of copyright, provided that such revision does not damage the reputation or honour of the original creator. All such revision will be treated as work for hire. The creator will retain the right to be identified as the creator of the original work, and the University must clearly state on the derived work and related documents that the derived work is adapted from the original work. The question is whether the creator of the original work is to be paid a royalty, and if so how much, on receipts from the commercialisation of the derived work, shall be determined on a case-by-case basis by the University Intellectual Property Committee, on the criterion of how extensively the alteration has been carried out. The following guidelines may be followed by the University in this matter:

- ✓ **i.** If the revision, etc. is significant in terms of cost and extent but not such as to drastically alter the original work, the University may charge the cost of revision against the royalty receipts or other fees due to the creator of the original work.
- ✓ **ii.** If the revision is such that the new version is almost a new work, then the creator of the original work may be offered a financial compensation package significantly lower than that specified in the original agreement.

7.4.7 (b) Where creator owns the Rights:

Regarding course materials in which the University has licensed rights from the creator,

the University shall give first refusal to the creator of the original work in producing derived works including updates, translations and revisions, regardless of whether the creator continues to be employed by the University or not. In order to enable the University to contact creators for this purpose, creators would keep communication with the Director, RIC, Tripura University to inform his/her current address at all times. It will be the responsibility of the creator(s) to inform the Director, RIC, of their consent or otherwise to undertake the revision proposed by the University within one month from the date of request by the University. The following cases will then apply:

- ✓ The creator of the original work is unable or unwilling to do the work required within the necessary time frame. (This time frame could be 3 months in the case of minor revision and/ or updating, 6 months for revision/ updating requiring moderate effort, and 12 months in the case of extensive changes): The University will have the right to extend these deadlines as it deems fit. In such a case, the University must inform the creator of the original work of its intention to contract with any other party to revise, update, or translate the work to the extent necessary to maintain the usefulness and quality of the course material as an instructional offering from the University. In such cases, the University shall state the name of the reviser on the derivative work and in all documentation relating to it, and it shall be clearly stated that the work is adapted from the original work.
- ✓ The original creator is willing to do the work required within the stipulated time frame: Since it is the duty of a copyright holder to revise and update the work from time to time, additional remuneration for such work may at best be nominal, if paid at all. For development of Educational Course Material in electronic form the comprehensive guidelines are to be followed.

7.4.8 Statement by Creators:

The creators of intellectual property under the terms of this policy shall be required to determine and to state that to the best of their knowledge the intellectual property does not infringe on any existing copyright or other intellectual property or other legal rights of third parties.

- ✓ If any part of the work is not the original work or creation of the creators, the

creators must show that the necessary permission for use has been obtained from the owner, or state their reasons for believing that such permission is not necessary as the use constitutes fair use. They will further certify that the work contains neither libellous material nor material that invades the privacy of others.

- ✓ In case a third party alleges infringement of their rights by a creator and the University RIC finds prima-facie that the creator may have made false claims, the University will take immediate steps to dissociate itself from the said intellectual property.
- ✓ All agreements with creators should indemnify the University against all damages arising out of such litigation.

7.4.9 Consulting Agreements:

Since consultancy comes to academic staff through University channels and is administered centrally, any intellectual property arising from consultancy should be assigned to the University in the interests of transparency and fair negotiation with consulting firms. The University will offer a first refusal option on the licensing of such intellectual property rights to the consulting firm, as with sponsored research as laid out in section 5.13. However, in recognition of the fact that a percentage of the consultant's fee is paid to the University, the royalty arising from commercialisation of intellectual property generated through consultancy. The creators who are engaged in consulting work or business should not be in conflict with University policy or with the University's prior contractual commitments. Such creators should make their University obligations known to outside parties before they make such agreements and should provide such parties with copies of all applicable University policies.

7.4.10 Responsibilities of Departments:

Each department will administer University policy as defined herein through its Departmental Notice Board. In particular each creator must maintain in his or her department records detailing his or her activities in generating intellectual property. Such records must be made available on demand to the University RIC for intellectual property registration.

7.4.11 Authority of Contracts:

All Commitments, Agreements, Memoranda of Understanding, etc. relating to commercialisation or exploitation of University-owned intellectual property will be granted in the name of the University for and on behalf of the University by the Director, RIC.

7.4.11 (a) Contracts and agreements:

All agreements including but not limited to the following categories, undertaken by any University personnel and students need to be approved by the University:

- i. Allegiance, Affirmation & Confidentiality Agreement
- ii. Consultation Agreement
- iii. Evaluation Agreement
- iv. Research and Development Agreement (R&DA/MOU)
- v. License Agreement
- vi. Technology Transfer Agreement
- vii. Alternative Dispute Resolution Agreement
- viii. Classified Information Non-disclosure (specific) Agreement
- ix. Materials Transfer Agreement (MTA)

The Director, RIC shall act as the final signing authority in all the categories of agreements listed above. IPR-Cell of RIC shall facilitate the process of framing such agreements by way of providing templates and services of professional consultants.

7.4.11 (b) Obtaining IPR:

If the University opts to protect the creative work, it shall provide an IPR Advisor/Patent Attorney for drafting the IP application as appropriate. The University shall pay for access to the relevant IP information databases and other associated costs. The inventor(s) shall conduct IP searches, study the present state of art and provide the necessary inputs to assist in the drafting of the IP application. The University shall bear all costs of drafting and filing an Indian IP application. If the University/creator chooses to file IP applications in other countries, then it shall bear the cost of application and

other associated costs. The University shall be free to enter into agreements with overseas institutions for protection and licensing of the IP.

7.4.12 First-refusal Option for Sponsors:

Unless the University decides otherwise on the merits of the case, agreements governing sponsored research shall provide that all intellectual property developed as a result of the sponsored research project shall belong to the University. When the creator discloses the generation of such intellectual property to the University, the sponsor will receive first refusal on an option to license the resulting intellectual property on terms to be negotiated on a case-by-case basis. The sponsor has to either accept or refuse its first-refusal option within 90 days of the date of offer of the option by the University to the sponsor. If the University finds that the sponsor has not taken steps to commercialise the property within one year of acceptance of the option, the University will be free to revoke the license. Confidentiality agreements will continue to apply in that event. The University may, at its own discretion, contract with sponsors to allow them specific rights, whether exclusive or non-exclusive, in the intellectual property whose creation they sponsor, if in the University's opinion the granting of such rights will facilitate the commercialisation of the intellectual property. In all cases the terms of licenses or assignment shall be determined through negotiation between the sponsor and the University once the sponsor agrees to exercise his or her licensing option. Considerations that must be taken into account are as follows, namely:

- i. the nature and application of the intellectual property;
- ii. the relative contributions of the University and the sponsor to resources involved in its creation; and
- iii. the University's opinion on the best way to commercialise the intellectual property.

If the sponsor refuses to exercise his or her first-refusal licensing option, the University will proceed to commercialise the intellectual property in such manner as it deems fit.

7.4.13 Handling of Theses, Term Papers and Research Submitted by Students:

It is a requirement in academia that the supervising teacher and the student must own the copyright of the thesis, which the student submits for the partial fulfilment of the

requirements for an academic degree. However, the supervising teacher and the student will grant a non-exclusive, *non-transferable royalty free license* to the University to use, in the course of non-commercial academic activity, the records and data generated in the course of the student's research.

Furthermore, it is possible that the research that the student carries out as part of the program of study may result in the generation of intellectual property other than the text of the thesis. Supervisors should advise the students during the course of their work that certain kinds of research may lead to the generation of intellectual property which will require protection of its commercial value through confidentiality, for which the student will have to forgo publication during the period of sealing of a patent. Care should be taken at all stages to see that no conflict of interest arises between the student's academic activities and the generation of intellectual property.

This additional intellectual property will be assigned to the University if such property has been generated using University-supported resources and is commercialisable within the scope of this document. The University will then have the rights in this intellectual property assigned to it as per section 7.4.3(a) while the copyright of the thesis in which this intellectual property is described or outlined will remain with the teacher and the student vide section 7.4.14 (a). The supervising teacher and the student will undertake to maintain confidentiality while the University will restrict access to the thesis for a limited period as per sections 7.4.1, 7.4.2 and 7.4.3, the student is employed to assist in execution of a sponsored project or program. The intellectual property rights in their contribution to that project will be governed by the terms of the contract between the student, the University and the sponsoring body of the project, the intellectual property has been generated as a work-for-hire. In all such cases the student and/or his/her supervising teacher will retain the moral right to be identified as the creator of the intellectual property as per sections 7.4.3. In the case of any intellectual property generated in the course of a student's program of study, it is the duty of the students and the supervising teacher to make sure that the publication/submission of such work does not violate any confidentiality agreement. Where the thesis of a student contains details of commercialisable intellectual property, the University, the supervising teacher and the student must agree to keep the thesis, in part or whole, and all relevant documents,

confidential until the process of securing statutory protection for the intellectual property is complete. It should be noted that the submission of the thesis for examination does not violate confidentiality because the thesis remains confidential until the examination process is over. It is to be noted that retention of the hard copy by the University library is essential for meeting the requirements for a degree, and the supervising teacher/teachers and the student must agree to allow the abstract of the thesis to be made available electronically, the supervising teacher and the student will have the option to refuse releasing of the full electronic text of the thesis on any network.

On the University's part, the library has a duty to ensure that the use of the texts of thesis held by it is consonant with laws governing copyright and fair use, as well as sound academic practice.

7.4.14 Assessment of Innovation for Protection:

To facilitate assessment, the Detector, RIC shall form an IP Assessment Committee (IPAC) consisting of a chairperson, and at least three additional faculty members with domain expertise or familiarity/experience in areas related to the creative work. The creator(s) would be free to suggest names of faculty who are qualified to evaluate the creative work and who may be invited by the Director, RIC. University shall have the right to consult on a confidential basis with appropriate experts in the field of IPR in question in order to assist in the assessment of innovation and its commercial potential in India and abroad. The RIC shall assess the disclosure in a timely manner about the patentability of the invention according to the provisions of sections 7.4.2 and 7.4.14 (c) of this policy.

The RIC may make one of the following recommendations that the University shall take the responsibility of protection of the IP, in which case, the University will initiate appropriate processes. That the University shall not take the responsibility of protection of the IP, in which case, the rights to the disclosed invention shall be promptly reassigned to the creator(s). The creator(s) may then choose to protect the creative work on their own.

7.4.14 (a) Filing of IP Applications in foreign countries:

Subjected to the provisions of section 39 of the Patent Act, 1970 the University shall,

decide on the suitability of protection of the invention in foreign countries within six months of filing the Complete IP Application in India if no secrecy direction is received from Patent Office. If the University opts not to undertake such protection in any specific country requested by the inventor(s) relating to the application where no secrecy has been imposed by the Patent Office, the University shall assign rights of the IP in that country to the creator(s) for the purpose of such protection.

7.4.14 (b) Renewal of IP Rights:

The Director, RIC, will take a decision on the annual renewal of IP rights. If the University decides not to renew the IPR in any country, then it will assign the rights of the IP in that country to the creator(s) upon a request to that effect from the creator(s). In case of patents, the process of reassignment will be completed in a period of three months before the due date for its renewal. In all cases, where IP rights in any specific country have been reassigned to the inventor(s), the University shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by the University.

7.4.15 IP Protection and Technology Transfer:

7.4.15 (a) Procedure of IP Protection by filing of patent through University:

All employees (faculty / scientists / Research scholar/staffs) and students desirous of filing a patent application in connection with an innovative work done by them shall follow the procedure outlined below:

- ✓ Forward a proposal prepared by the concerned investigator to Director, RIC, outlining their request to file a patent application. An Invention Disclosure Form (IDF) should accompany this proposal on the Intellectual property to be protected. The application will be processed by the office of Director, RIC as per the Intellectual Property Rights Policy of the University. The IP Assessment Committee (IPAC) set up by the Director, RIC will assess the application, based on a feedback from the University's IPR consultant. A report/recommendation by the RIC will be given to the Director, RIC within 1-2 weeks following
 - i. a review of the write-up accompanying the application;

- ii. a presentation by the applicant(s) and ensuing discussions; and
- iii. the receipt of any additional data/inputs/clarifications the committee may seek.

If the work is recommended for patenting by the University, the applicant will be requested to have further discussion with the patent attorney for completing formalities for filing the application in India abroad. Other forms of intellectual property generated during the course of research and development, such as Copyrights, design registrations, trademarks, etc. will essentially follow the same procedure as above.

7.4.15 (b) Technology transfer:

The University shall strive to market the IP and identify potential licensee(s) for the IP to which it has ownership. The creator(s) are expected to assist in this process. The University may contract the IP to any Technology Management Agencies (Government/Private), which manages the commercialisation of the IP. For the IP for which exclusive rights have not been already assigned to a third party, the creator(s) may also contact potential licensee(s) on their initiative maintaining confidentiality and taking all necessary care so as not to affect the value of the IP through appropriate agreements such as Non-Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions. If the University is not able to commercialise the IP in a reasonable time frame, then it may reassign the rights of the IP to the creator(s) of the IP. Alternatively, if the University has not been able to commercialise the creative work in a reasonable time frame, the creator(s) may approach the Director, RIC for the assignment of rights of the invention(s) to them.

7.5. Record keeping procedures:

It shall be the responsibility of the Heads of the Departments/Centres or persons authorized by the Director, RIC to ascertain the facilities / resources have been used for the purpose of generation of intellectual property by a creator in a given Department. All data and details generated by a creator in the course of creation of intellectual property should be systematically recorded in the concerned department as outlined below:

- i. All laboratory records shall be entered in indelible ink in bound volumes marked **Private & Confidential** with all pages serially and permanently numbered, without mutilations or insertions.
- ii. All blank spaces between successive entries should be cancelled as if they were deletions and authenticated with the creator's initials and date.
- iii. Precise descriptions of all actions and experiments carried out should be provided. Ideas or suggestions should be headlines as such, so as to clearly differentiate them from work actually performed.
- iv. No abbreviations or terms, except where their use is standard practice in that particular discipline, should be used, unless clearly explained in a table at the front or back of the book.
- v. Crucial data or descriptions or experiments (Know-how), which relate to valuable inventions or discoveries should be signed and dated by the creator, supervisor, or coordinator of the project.
- vi. Modifications, if any, should be made by drawing a line through the deleted matter and writing cancelled beside it. The corrected data (clearly marked as such) should be entered immediately below, authenticated by the creator with his / her initials and date.
- vii. Samples of new products or of products produced by a new method should be preserved, if possible, and photographed for the record. All photographs should be dated and signed by the creator on the reverse.

7.6. Revenue Sharing:

Any revenue generated by the exploitation of IPR, will be shared between the creator (s)/inventor (s), his or her faculty/department/centre and University after deduction of agreed costs borne by the University on the prescribed terms and conditions. The guideline for sharing the net earnings generated from the commercialisation of University-owned intellectual property will be taken in slabs as follows:

The tables show the distribution of Net Revenue to all participants:

Cumulative Net Revenue	Rs. 1000– 5,00,000	Rs.500,001 - 10,00,000	More than Rs.10,00,000
Inventor	50%	50%	50%
University Fee	20%	20%	20%
Research & Innovation Cell	10%	5%	5%
Inventor's Department	20%	15%	15%
University Development Fund	0%	10%	10%

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 the University at the time of disbursement. When the University reassigns the rights of the IP to its creator(s) for any country, the creator(s) shall reimburse the costs incurred by the University for the protection, maintenance and marketing and other associated costs from the cumulative earnings from successful commercialisation in that country as under: Case Cumulative earnings Inventor(s)' share University's share A Up to twice the cost incurred by University for protection, marketing and other associated costs of 50% 50% B Beyond A 100% 0% 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. The creator's share will continue to be paid to the person or his/her nominee irrespective of whether the creator/inventor continues in the employment of the University or is deceased. The University will also honour any commitment to make payments to a member of the University staff as a creator/inventor who had left the employment of the University prior to the exploitation of IPR.

In case there is a third party (i.e. funding agency), the respective shares of the University and creators will be calculated on the net receipts after deducting the third party's share. The creator may opt for his/her personal share to be retained by the University. The creator's share will continue to be paid irrespective of whether the individual continues as

an employee/student/scholar of the University.

7.7. Infringements, Damages, Liability, and Indemnity Insurance:

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

7.8. 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. A license or an assignment of rights for a patent to a company in which the inventors have a stake shall be subject to the approval of the Director, RIC taking into consideration this fact.

7.9. Dispute resolution:

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

7.10. Application of policy:

This policy shall be deemed a part of the conditions of employment for every employee of the University and a part of the conditions of enrolment and attendance of students at the University, students on enrolment, and to all existing staff and students. Further, the University reserves the right to amend the IPR Policy as and when such need arises/ deemed fit. All potential creators who participate in a sponsored research project and/ or

make use of University-sponsored resources shall abide by this policy and shall accept the principles of ownership of intellectual property as stated in this policy unless an exception is approved in writing by the University. All creators of intellectual property shall execute appropriate documents required to set forth effectively the ownership and rights as specified in this policy.

7.11. Right to regulate policy:

The University RIC shall have the responsibility for interpreting the policy, resolving disputes, the application of the policy and recommending changes to the policy from time to time to the Executive Council of Tripura University. The Executive Council shall consider such changes / recommendations and take such decision thereon as it deems fit. The IPR Policy may be reviewed after three years or earlier, if a major change in the same takes place at the National Level.

8. Legal Jurisdiction:

As a policy, all agreements signed by the University and dispute(s) arising there from, will be subject to the legal jurisdiction of the High Court of Tripura at Agartala, Tripura only and shall be governed by the appropriate laws of India.



INTELLECTUAL PROPERTY AGREEMENT WITH ALL ACADEMIC STAFF OF TRIPURA UNIVERSITY

1. Name (CAPITAL LETTERS) _____
Surname Middle Name First Name

2. I submit that by virtue of:
- My employment at Tripura University (TU) and /or
 - My participation in research at TU
 - Opportunities provided or to be provided by TU which result in significant use of TU funds and facilities, and/or
 - Opportunities to have a share in royalties and others within inventor(s)/author(s) as per Intellectual Property Guidance.

I, hereby agree that:

- A. I shall promptly disclose and assign to TU any right to all inventions, copyrightable materials, computer software, semiconductor mask patterns, tangible research property and trade marks (Intellectual Property) conceived, invented, authored or validated to practice by me, solely or jointly with others which:
- (i) are outcome of sponsored research or any other agreement to which I have direct or indirect participation or
 - (ii) are outcome of substantial utilization of TU resources or
 - (iii) is an outcome of “work-for-hire” as per IPR guidelines.
- B. I shall cooperate with TU to obtain, protect or exploit the intellectual property through legal protection such as patent, copyright etc.
- C. I shall make available all documentation of TU intellectual property.
- D. I shall surrender to TU the documents related to intellectual property if I leave TU for any reason or at any other time asked for such documents.
- E. The agreement will survive the termination of my employment or other association with TU

Signature _____ Witness (HOD/HOC) _____

Department/Centre _____ Signature _____

Designation _____ Name _____

Date _____ Date _____



INVENTION/TECHNOLOGY DEVELOPMENT DISCLOSURE

1. Title of the project / Invention

2. Inventor(s) / collaborator(s) filling the patent
 - (a) Name _____ Designation _____
Dept. _____ Office Address _____
Office Phone _____ E-mail _____
 - (b) Name _____ Designation _____
Dept. _____ Office Address _____
Office Phone _____ E-mail _____
 - (c) Name _____ Designation _____
Dept. _____ Office Address _____
Office Phone _____ E-mail _____
3. Principal Investigator _____
4. Sponsor(s) / Source of funding of the project / consultancy - with or without prior contractual agreement _____

5. Is the work bound by any agreement / contract / MOU?
6. Is the patent (to be filed) for a process or product?
7. General area of the patent
8. Description of the invention (not more than 100 words)
 - a. The problem for which solution was researched
 - b. The invention namely the solution to the problem
9. Origin of the idea / invention: by whom and when?
10. Any help received from others in conception of the idea?
11. Date of start of the project
12. Give literature search details
 - a. Journals and other publications
 - b. Patent databases



13. Has the work been displayed anywhere, if yes, when?
14. First record of initial Idea / invention
(Oral/written/conceptualisation)
15. Has the work been reported / published / presented oral or poster anywhere (if yes, give full description)?
16. Has any related patents been filed by the inventor?
17. Information available in the published literature (prior art) about the problem tackled
18. Unique features about the work done with respect to prior art
 - a. Is the work a mere extension of common known knowledge?
 - b. Has the work filled a major gap in prior art? If yes, a brief description of this gap.
 - c. Any environmental issues?
 - d. What aspect of the invention needs protection
19. Has the work been systematically and chronologically documented?
20. Commercial aspects of the invention/ technology developed
21. Any costing of the product / process / invention been done?
22. Any industries / companies interested in licensing the work
23. Is the work
 - a. Completed and results validated?
 - b. At a basic conceptualisation stage?
24. I agree to assign to Tripura University my rights in the invention
First Inventor's Signature _____ Dated _____
Second Inventor's Signature _____ Dated _____
Third Inventor's Signature _____ Dated _____
25. Invention disclosed and evaluated by
Name _____ Address _____

26. Enclosure (signed) – Preliminary details of disclosure
If PI is not an inventor.
Head of Department/Centre: _____
Signature _____ Date _____
Director, R&I Cell: _____
Signature _____ Date _____



CONFIDENTIALITY AGREEMENT

The agreement is entered on _____ between Date
form ___(D)___(M)___(Y) to ___(D)___(M)___(Y) _____

A. Tripura University (herein after referred as TU)

and

B. Organisation: _____

(herein after referred _____) to the following effect.

a. *Whereas* TU has certain technical information related to the area of _____ (herein after referred as Confidential Document) and

b. *Whereas* _____ is interested in examining the Confidential Document.

c. Now, therefore, the parties TU and _____ agree to the following:

i. TU shall disclose to _____ for confidential document containing details generally adequate for _____ to evaluate the document for the purpose of further negotiation on the possibility of entering a formal agreement and, if necessary, acquiring rights to use the confidential information irrespective of its status on patentability or other intellectual property rights.

ii. _____ agrees to accept the disclosure of the Confidential Document and ensure secrecy and confidentiality of the above the same way as the organisation's own confidential documents are treated. The content of the document will be disclosed only to the relevant person with an obligation not to transfer the information to others.

iii. It is further implied that _____ will not exploit the confidential document unless formal terms and agreement are agreed upon to acquire such rights.

iv. The obligations outlined in (b) and (c) will not be applicable for those parts where
1. The contents are known to be in public domain or available prior to the date of disclosure.
2. The contents are demonstrated to be in possession of _____ or its subsidiaries from other sources prior to the disclosure.

d. The content appears in the public domain by publication or otherwise.

e. The obligation of confidentiality on the part of _____ will be in force for _____ unless the period is extended subsequently.

f. It is also implied that the disclosure does not grant the right to exploit the content or to use the patent or other intellectual property right.



TRIPURA UNIVERSITY, Suryamaninagar-799022
(A Central University)

Name _____

Name _____

(Authorised representative)

(Authorised representative)

Signature _____

Signature _____

Dated _____

Dated _____

d m y

d m y

Tripura University _____

(Name of receiving Institute)

Seal

Seal



PATENT APPLICATION ASSESSMENT

Revenue Potential	Assessment	+, 0, -
Identification of commercial application	<ul style="list-style-type: none"> - First use - Follow up scope - Nature of application - 'Hot List' from market view point 	
Level of Composition	<ul style="list-style-type: none"> - Alternative technology - Information on available patents - Related information available in Published literature 	
Level of Potential Royalties	<ul style="list-style-type: none"> - Nature of licence - Projected product sale - Royalty rate 	
Enforceability of License/Patent	<ul style="list-style-type: none"> - Visibility and detestability of infringement - Distinguish ability from alternative approaches 	
Track record of Inventor	<ul style="list-style-type: none"> - Previous record - Standing in academia 	
Promoters	<ul style="list-style-type: none"> - Industry - Researchers/Scientists - Users 	
Rating of the Discipline as viewed by	<ul style="list-style-type: none"> - Government - Financial sector - Industry 	
Background information	<ul style="list-style-type: none"> - Add on invention/innovation - Availability of market users - Availability of manufacturing process 	
Status of Development	<ul style="list-style-type: none"> - Prototype - Validated concept - Analytical/simulation support - Conceptual 	
Linkage available	<ul style="list-style-type: none"> - Industry - Academic institution - R & D organisation 	

(-) (0-10,000)

(0) (10,000 – 100,000) (+)

(> 100,000)



**AUTHORISATION CERTIFICATES TO TRIPURA UNIVERSITY /
COLLABORATIVE ORGANISATIONS BY AUTHORS (EMPLOYEE) FOR IPR
PROTECTION**

We/I (i) _____
(ii) _____
(iii) _____
(iv) _____

of (i) (Institute / Organisation's name):

Address: _____
City _____
Pin Code _____
State _____

(ii) (Institute / Organisation's name):

Address: _____
City _____
Pin Code _____
State _____

Have developed software/scientific work/artistic work/mask work entitled
“ _____
_____”.

The software / scientific work / artistic work / mask work has been developed by us during the course of our / my employment with TU, as a part of our duty and the work has made use of significant resources and duty time.

As per our / my terms and conditions of appointment of our employer / Institutes / organizations mentioned above we/I assign the ownership of the submitted work to our / my employer organizations.



We/I hereby authorize _____
and _____ to process registration of copyright under the
Indian Copyright Act, 1957.

Authors:

<p>1. a. Name _____</p> <p>b. Signature _____</p> <p>c. Date _____</p> <p>Name of employer _____</p> <p>d. Organisation _____</p>	<p>2. a. Name _____</p> <p>b. Signature _____</p> <p>c. Date _____</p> <p>Name of Employer _____</p> <p>d. Organisation _____</p>
<p>3. a. Name _____</p> <p>b. Signature _____</p> <p>c. Date _____</p> <p>Name of employer _____</p> <p>d. Organisation _____</p>	<p>4. a. Name _____</p> <p>b. Signature _____</p> <p>c. Date _____</p> <p>Name of Employer _____</p> <p>d. Organisation _____</p>

Endorsement of authorized officer of the organizations for processing of registration of
copyright.

Name _____	Name _____
Designation _____	Designation _____
Seal _____	Seal _____
Date _____	Date _____



From No.: TU/IPR/6A

**APPLICATION FOR COPYRIGHT REGISTRATION OF IN-HOUSE DEVELOPED
TECHNICAL/PROFESSIONAL/SCIENTIFIC/ARTISTIC WORK**

**Copyrightable Material Disclosure
(Non-Software)**

1. Author's name :
 - a. _____
 - b. _____
 - c. _____
 - d. _____

2. Deptt/Centre/Unit :
 - a. _____
 - b. _____
 - c. _____
 - d. _____

3. Title of Document/Work:

4. Brief description about the nature of document (approx. 150 words) (To be annexed)
TICK AS APPROPRIATE
 - a. Review
 - b. Design report
 - f. Pre-publication report
 - b. Research/Development work report
 - d. Survey
 - g. Any other
 - e. Class note

5. Claims of originality (approx. 150words)
 - a.
 - b.
 - c.

6. Any similar report/document available to the knowledge of authors:

7. Does the Document/Work belong to the category of:
 - a. Sponsored Research, if yes: Project Title: _____



Project code: _____

- b. Ph.D. Thesis []
 - c. UG/PG Thesis []
 - d. Individual work []
 - e. Collaborative work between organisations []
 - f. Class Notes/Teaching Material []
8. Does the document use non-obvious diagrams from other's work and, if so, if permission has been taken for reproducing in the document?
- Yes [] No []

Signature _____

Date _____



**EVALUATION OF TECHNICAL / INTELLECTUAL WORK FOR
COPYRIGHT REGISTRATION**

1. a. Name of the PI/author/supervisor: _____
b. Co-author(s): (i) _____
(ii) _____
(iii) _____
(iv) _____
2. Designation/Status (Faculty/Student/Research staff):
a. PI/author/supervisor: _____
b. Co-author: _____
3. Department / centre:
a. PI/author: _____
b. Co-author: _____
4. Background of creative work:
a. Technical report for sponsored project.
b. Research report as a part of students' project.
c. Research report/creative work on individual initiative.
d. Project work from Master Degree and from Ph.D. thesis.
5. Claims on originality:
a. Similar Report /work does not exist []
b. Contains hitherto unpublished work []
c. Classroom teaching material/problems of original nature []
6. Certificate:
a. The work has originality of presentation to the best of knowledge of the author.
b. The work does not violate copyright of others and permission has been obtained for materials reproduced, if any.
c. A soft-bound copy is available for placing in library through IPR office after copyright is registered.



7. Signature of authors:
- (i) _____
 - (ii) _____
 - (iii) _____
 - (iv) _____
 - (v) _____

8. Date: _____
 dd mm yyyy

FOR IPR OFFICE USE

1. Date of receipt at R&I Cell Office: _____
2. IPR Code No.: _____
(To be conveyed to author/PI)
3. Constitution of committee:
 - a. Chairman _____
 - b. _____
 - c. _____
4. Recommendation/Observation of the Committee for registration purpose only.
 - a. Approved []
 - b. Revision suggested []
 - c. Rejected []
5. Document processed for registration Date _____
6. Registration formalised Date _____
7. Notification to authors Date _____
8. Copy sent to library Date _____



From No.: TU/ IPR/7

**APPLICATION FOR ENLISTING OF IN-HOUSE DEVELOPED
SOFTWARE/COMPUTER PROGRAM IN THE
'SOFTWARE BANK' OF TU**

1. Author(s) Name: a. _____
 b. _____
 c. _____
 d. _____
2. Dept./Centre a. _____
 b. _____
 c. _____
 d. _____

3. Software/Computer Program Title:

4. Give (in 150 words approx) an introduction to the program?

5. What is unique about the package? (in 150 words)

6. What is the application area/advantage of the package? (within 50-70 words approx.)



7. Who are the likely users of the package?

8. What other packages/ approaches compete with this package?

9. How big is the code?
a. Lines of code: _____
b. Language, system developed on: _____
c. Man years of research: _____
d. Man years of development: _____
10. Has the package been developed as a part of:
a. Sponsored Project [] b. Ph.D./PG/UG Thesis []
c. Individual [] d. Collaborative Research []
If yes, give specific information (25 words):

11. Does the software use other packages? If yes, give detail:

12. Status of validation: _____
13. Sample application illustration. (To be appended): _____
14. Authors' recommendations on category of registration.
a. Proprietary []
b. Public domain []
c. Limited circulation []
15. List of possible users: (Please attach list with the following details)
a. Contact Person _____
b. Name of organisation _____
c. Department _____



From No.: TU/ IPR/8

**AUTHORISATION TO DEPARTMENT / CENTER (EMPLOYER) BY
AUTHORS (EMPLOYEES) FOR “COPYRIGHTING REGISTRATION”**

We/I (i) _____
(ii) _____
(iii) _____
(iv) _____

of Dept./Centre (i) _____
(ii) _____
(iii) _____
(iv) _____

Tripura University (TU), Agartala 799022 have developed a software/scientific work/literary work/Video work/mask work entitled
“ _____”
_____”.

This software/scientific work/literary work/video work/mask work has been developed by us during the course of our employment with TU and the work has been done as a part of our duty. We hereby do not claim ownership of this work as per the terms and conditions of our appointment in TU. TU is assigned the ownership of the said software and we have no objection in TU obtaining a copyright for the said software under the Indian Copyright Act, 1957.

Authors:

1. a. Name _____
b. Signature _____
c. Date _____
2. a. Name _____
b. Signature _____
c. Date _____
3. a. Name _____
b. Signature _____
c. Date _____
4. a. Name _____
b. Signature _____
c. Date _____



From No.: TU/ IPR/9

APPLICATION FOR REGISTRATION OF COPYRIGHT

To,
The Registrar of Copyright
Copyright Office
New Delhi

In Reply Quote Reference No.: _____ Date: _____

Sir,
In accordance with Section 45 of the Copyright Act, 1957 (14 of 1957), I/we hereby apply for registration of copyright and request that entries may be made in the Register of Copyrights as in the enclosed Statement of Particulars sent herewith in triplicate.

I/We also send herewith duly completed the Statement of Further Particulars relating to the work (Literary work – Computer software).

- In accordance with Rule 16 of the Copyright Rules, 1958, I have sent by prepaid registration post copies of this letter and of the enclosed statement(s) to the other parties concerned, as shown below:

Name and Address of the parties (1)	Date of despatch (2)
Not applicable	Not applicable

- The prescribed fee has been paid, as per details below: IPO No. _____ Dt. _____
For Rs. _____ (in fig.) _____ (in words)

- Communication on this subject may be addressed to:

The Director,
Research and Innovation Cell,
Tripura University (A Central University), Suryamaninagar, Agartala, Tripura-799022
- I/We hereby declare that to the best of my/our knowledge and belief, no person, other than to whom a notice has been sent as per paragraph (2) above has any claim or interest or dispute to my/our copyright of this work or to its use by me/us.
- I/We hereby verify that the particulars given in this Form and in the Statement of Particulars



TRIPURA UNIVERSITY, Suryamaninagar-799022

(A Central University)

and Statement of Further Particulars are true to the best of my/our knowledge, belief and information and nothing has been concealed there from.

Place: _____

Date: _____

Yours faithfully

Name: _____

Designation: R&I Cell / Dept. Nominee

Signature: _____

Date: _____

List of Enclosures:

1. Statement of Particulars (in triplicate)
2. Statement of Further Particulars (in triplicate)
3. Declaration of Assignment of Rights (in triplicate)
4. Manuscript (in duplicate)
5. IPO for Rs. _____



SOFTWARE LICENCE AGREEMENT (RESEARCH/EDUCATIONAL)

The agreement is entered on _____ (day) _____ (month), 20 _____ (year) between Tripura University, Agartala (Address: Agartala – 799022, INDIA) (hereafter referred to as “LICENSOR”) and _____ (Address: _____) (hereafter referred to as “LICENSEE”).

It is understood that

WHEREAS TU (Licensor) owns certain right, title and interest in the computer program entitled “_____” and relevant documentation (if any), as per TU research innovation policy (hereafter referred).

WHEREAS, TU is pleased to release the program for utilisation for promoting research and education.

WHEREAS, Licensee desires to procure the Program on non-exclusive basis and has paid the licence fees agreeing to the terms and conditions set down below.

WHEREAS, Licensor agrees to grant the necessary licence for promoting and fostering research and education in the public interest.

WHEREAS, Licensor, nevertheless retains all rights of ownership and intellectual property rights of the Program such as patent copyright and other licensing rights as deemed fit from time to time.

WHEREAS, Licensor, declares that no other licence, implicit or explicit, is transferred to the Licensee for any other purpose than mentioned herein.

NOW, the Licensor and Licensee, mutually agree to the following terms:

1. Licence

- (a) TU agrees for granting non-exclusive licence to use the Program for research and education. The Licensee is not entitled for any right to distribute the Program to third party and shall use the Program on the following location:



TRIPURA UNIVERSITY, Suryamaninagar-799022

(A Central University)

Location _____

- (b) Licensee agree that the Program shall not be used for commercial purposes and the program will not be coded in another computer language or adapted to deny TU the rights owned by it.
- (c) Licensor reserves the right to inspect Licensee's use of the program to ascertain compliance of Licensee to the agreement
- (d) Licensee will obtain permission from TU for using the Program in conjunction with commercially funded research so that TU can consider approval of such use for the enhancement of research and educational objective.

2. License Fees

Licensee fees shall be paid to TU a fee of _____ as the sole amount mostly as media and other handling overhead costs for making the Computer Program available.

3. Licensee's Display Obligation and Licensor's Post-Delivery Commitments

3.1 The Licensee will display in all copies of the Program or its parts the Licensor's claim of the copyright in the following title:

“COPYRIGHT 20_____, TRIPURA UNIVERSITY, ALL RIGHTS RESERVED” or

“TU, 20 _____ ALL RIGHTS RESERVED”.

3.2 Licensee will be given the PROGRAM on 'AS IS' basis and it is not obligatory for Licensor to provide maintenance, updates or clarifications debugging.

3.3 Indemnity: Licensor declares that the Program is in evolutionary research phase and does not guarantee error or bug free code.

3.4 Licensor will not be subject to any responsibility for the results related to design/product etc. and no staff/faculty member/s associated will be liable to any damages directly or indirectly caused by the use of the Program.

4. On return of the form in duplicate duly signed by the authorised person on behalf of the receiving Institute and advanced payment by cheque, the software, along with user manual, if any, will be dispatched*. The cheque is to be addressed to: _____

(Sponsored Research and Industrial Consultancy Account, Research and Innovation Cell, Tripura University (A Central University), Suryamaninagar, Agartala, Tripura-799022.



5. **a.** Name of authorised person of the receiving institution
(in Block Letters)

Signature: _____

Date: _____

Seal

- b.** Name of authorised person of the receiving institution
(in Block Letters)

Signature: _____

Date: _____

Seal

Note: One copy of the agreement will be made available to the receiving organisation.



From No.: TU/IPR/11

TRIPURA UNIVERSITY OWNERSHIP RIGHT WAIVER APPLICATION

Request that:

- (i) TU claims no right on the technology/manuscript described below in the present form as I declare that I have developed the above outside the purview of sponsored project and with insignificant use of TU facilities.
- (ii) TU waives its ownership right in technology/manuscript described below

Title: _____

Nature of work:

Software [] Invention [] Thesis []]
Mask work [] Other tangible materials []]

Description: _____

Department/Centre: _____

Sponsorship (if any): _____

TU facilities/equipment utilized: _____

TU funds utilized: _____ (in word) _____

In case of thesis, whether any part formed a report of sponsored research contact:

Potential use of technology: _____

Date: _____

Signature _____

Name _____

Approved by HOD/Concern person

Address _____



COPYRIGHT AGREEMENT CONTRACT FOR COMMISSIONED WORK

Tripura University (TU) is pleased to assign the work described below to:

- A. Name of organisation: _____
Address _____

- B. Job description: As per enclosure
- C. Job contract _____
Reference: _____

As per the Intellectual Property Right Policy of the TU, it is undertaken by the organisation receiving the job assignment that the Intellectual Property Right (Patent/Copyright) will rest with the TU.

- [] Agreed
[] Agreed with any special clause (Enclosure) to be mutually agreed

Signature : _____

Name of authorised person of the Institute executing work _____

Seal:

Date: _____



SOFTWARE OWNERSHIP/CONTROL AGREEMENT (STUDENT)

1. I understand that I am entitled for all rights for inventions related to computer software developed by me independently and implemented except when:
 - a. I have been paid for the work during the development of the said software:
 - b. the work related to sponsored/consultancy work where Department / Center has obligations to the sponsor;
 - c. the work relates to the research program of faculty member of the Department / Center.
2. I further understand that I am not entitled for ownership of the software/program related to or used in educational program (course work, assignments, theses, etc.) even though the educational program formed partly/fully an assignment to me.
3. I undertake to assign to the Department / Center the ownership of computer software and execute necessary formalities as and when needed if the software formed part of 1a, b, c, and course work/assignment.
4. I understand that in case of my association in 1a, b, c, I shall be entitled for sharing of any income to be decided by appropriate authority as per norms laid down by the Department / Center from time to time.
5. I also undertake to inform TU about any commercial exploitation of software developed and owned by me during my studentship at TU.
6. My assignment of category is based on professional objectivity and condensers with supervisor and is not imposed.

Name: _____

Roll No.: _____

Department/Centre: _____

Signature _____

Date: _____



NON-COMMERCIAL MATERIAL TRANSFER AGREEMENT (MTA)

In response to your request for

it is to inform you that TU agrees to provide you with the material requested for your use only for the purpose of research and education. It is understood that the material is transferred strictly for non-commercial purpose. The following conditions will be met while receiving the material:

1. The present agreement covers _____ derivatives and associated documents, if any.
2. The material is exclusively meant for your use and for associates working directly under/with you. The material will not be transferred or distributed to any other person.
3. The material is provided to you without any undertaking on the part of TU related to loss, risk, safety and related consequence.
4. Any research resulting out of the use of material provided to you under the MTA will record due acknowledgement of TU.
5. It is also converted that by virtue of making the material available TU is not bound to grant any other property right or licence to the receiver.
6. TU holds the right to recall the material or request for destroying if it is necessary.

In case above conditions are acceptable to you, please send the agreement signed by authorised representative of your Department / Center and return it to the following address.

Subject: IPR transfer

Office: The Director, Research and Innovation Cell, Tripura University (A Central University), Suryamaninagar, Agartala, Tripura-799022

The material requested will be sent at the earliest after the receipt of the agreement.

Signature : _____

Name : _____

Designation : _____

Date: _____

Requesting / Reviewing Department / Center: _____

The terms and conditions agreed.

1. Name, Signature, Date: _____

2. Name of the authorised representative, Signature with Date: _____



From No.: TU/IPR/15A

PROVISIONAL PATENT APPLICATION FORM

(To be filled by Faculty/Research/Project Staff with information to IPR)

The Patents Act, 1970
APPLICATION FOR PATENT

1. I/We, _____ and _____

Address: _____

Nationality: _____

Hereby declare

2. (i) that we are in possession of an invention for:

(ii) that I/we _____ and _____

claimed to be true inventors thereof;

(iii) that the provisional specification filled with this application is and any amended specification which may hereafter be filled in this behalf will be, true of the invention to which this application relates;

(iv) that we believe that we are entitled to a patent for the said invention having regard to the provisions of Patents Act, 1970;

(v) that to the best of our knowledge, information and belief, the facts and matters stated herein are correct and that there is no lawful ground of objection to the grant of Patent to us on this application.

We request that a patent may be granted to us for the said invention.

We request that all notices, requisitions and communications relating to this application may be sent to:

Dated this

Signature(s) _____

To

The Controller of Patents, The Patents
Office,

_____ (Place)



SPECIFICATIONS FOR PROVISIONAL PATENT

Patents Act, 1970
PROVISIONAL SPECIFICATIONS

1. Title : _____

2. Inventors:

(i) Name: _____

Address: _____

(ii) Name: _____

Address: _____

(iii) Name: _____

Address: _____

3. Abstract:

Dated this _____ day of _____, 20_____

Signature(s) _____ and _____



WORK FOR HIRE AGREEMENT

I/we, 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 TU, herein after referred to as Institute with address at Tripura University, Agartala– 799022, India and that TU is entitled to all patent / copyright / trademark and all other Intellectual property rights thereto.

Without limiting the good and valuable consideration, receipt of which is hereby acknowledged and in accordance with the above entitled of Intellectual Property generated by me/us, I/we hereby assign and / or transfer to University 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/we further agree that no copyright material assigned by me to the Institute under this agreement shall be reproduced by me beyond that which falls under fair use, and I/we shall retain only moral rights to this material. Furthermore, no patent-able invention /technology innovation / trademarks developed by myself, and others I/we shall be working with, are disclosed by me/us to any other party upon termination of this agreement. I/we understand that any prior disclosure by myself/ourselves, 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 this _____ day of _____ (month), _____ (year)

Name/s:

Address:

Work – for hire agreement tenable Department/ Centre: _____

In the project:



HANDLING AND ARCHIVING OF THESES AND DISSERTATIONS (HATD)

Submitted to the
Tripura University, Agartala

DECLARATION BY THE AUTHOR OF THE THESIS / DISSERTATION

I, Sri / Smt. / Kum _____

Enrolment No. _____ registered as a Research Scholar or a student of programs such as M.Sc. / M.A / M. Com / M.Tech. / M. Pharm / MCA / MBA / IMD/Ph.D. / _____ (tick whichever is applicable) in the Department / Centre of _____ Tripura University, Agartala, India (hereinafter referred to as the 'Department / Centre ') do hereby submit my thesis, title: _____

(herein after referred to as 'my thesis') in a printed as well as in an electronic version for holding in the library of record of the Department / Centre.

I hereby declare that:

1. The electronic version of my thesis submitted herewith on CDROM is in _____ format. (mention whether PostScript or PDF)
2. My thesis is my original work of which the copyright vest in me and my thesis does not infringe or violate the rights of anyone else.
3. The contents of the electronic version of my thesis submitted herewith are the same as that submitted as final hard copy of my thesis after my viva voce and adjudication of my thesis on _____ (date).
4. I agree to abide by the terms and conditions of the Department / Centre Policy on Intellectual Property (hereinafter Policy) currently in effect, as approved by the competent authority of the Department / Centre .
5. I agree to allow the Department / Centre to make available the abstract of my thesis in both hard copy (printed) and electronic form.
6. For the Department / Centre's own, non commercial, academic use I grant to the Department / Centre the non-exclusive license to make limited copies of my thesis in whole or in part and to loan such copies at the Department / Centre's discretion to academic persons and bodies approved of from time to time by the Department / Centre for non – commercial academic use. All usage under this clause will be governed by the relevant fair use provisions in the Policy and by the Indian Copyright Act in force at the time of submission of the thesis.
7. Furthermore (strike out whichever is not applicable)

(a) I agree / do not agree to allow the Department / Centre to place such copies of the electronic



- version of my thesis on the private Intranet maintained by the Department / Centre for its own academic community.
- (b) I agree/ do not agree to allow the Department / Centre to publish such copies of the electronic version of my thesis on a public access website of the Internet should it so desire.
8. That in keeping with the said Policy of the Department / Centre I agree to assign to the Department / Centre (or its Designee/s) according to the following categories all rights in inventions, discoveries or rights of patent and / or similar property rights derived from my thesis wherever my thesis has been completed (tick whichever relevant):
- (a) With use of Department / Centre – supported resources as defined by the Policy and revisions thereof.
- (b) With support, in part or whole, from a sponsored project or program, vide clause 6(m) of the Policy.
- I further recognize that:
- (c) All rights in intellectual property described in my thesis where my work does not qualify under sub-clause 8(a) and / or 8(b) remain with me.
9. The Department / Centre will evaluate my thesis under clause 6(b1) of the Policy. If intellectual property described in my thesis qualifies under clause 6(b1) (ii) as Department / Centre -owned intellectual property, the Department / Centre will proceed for commercialisation of the property under clause 6(b4) of the Policy. I agree to maintain confidentiality as per clause 6(b4) of the Policy.
10. If the Department / Centre does not wish to file a patent based on my thesis, and it is my opinion that my thesis describes patent-able intellectual property to which I wish to restrict access, I agree to notify the Department / Centre to that effect. In such a case no part of my thesis may be disclosed by the Department / Centre to any person(s) without my written authorization for one year after the date of submission of the thesis or the period necessary for sealing the patent, whichever is earlier.

Name of student: _____ Name of supervisor/s: _____

Signature of student: _____ Signature of supervisor/s: _____

Signature of the Head of the Department / Centre: _____



MUTUAL SECRECY AGREEMENT

This agreement is between Tripura University, Agartala, the provider organization, herein after referred to as Tripura University, the researcher(s) at TU, the provider scientist(s), the party of the first part, and the organization: _____ the party of the second part.

1. Whereas the provider scientist(s) and/or TU, the first part, are owners of the invention called _____ (description) and / or owners of certain technical data / process technology other information, herein after referred to as proprietary information, developed through their own efforts.
2. Whereas the organization _____ (name) is the owner of certain technical data / information / technology, herein after referred to as proprietary information, developed if any, through its own business and R & D efforts.
3. Whereas the invention and / or the proprietary information of the provider scientist(s), TU and _____ (organization) is not public knowledge, is proprietary and confidential and will be disclosed to one another under the terms of this agreement.
4. Whereas the parties to this agreement consider it desirable for each other to have access to above invention / proprietary information for discussing and evaluating possible collaborative research and development work and / or licensing activities relating thereto.

Therefore the parties agree to confidentiality clauses as follows:

I

All invention / proprietary information as used in this Agreement provided by one party to another is proprietary and confidential in connection with evaluation of invention and / or proprietary information for collaborative R & D and / or licensing work and which:

- (a) Are disclosed in writing clearly marked confidential

OR

- (b) Arise out of discussions during visits to laboratory / plants or any other facilities of either party, and are reduced to writing within 30 days of such discussion. The date and time of the visit and the personnel present during the visit should be recorded in writing by both the parties.

II

All parties agree to hold in confidence any or all invention / proprietary information disclosed and further agree not to disclose the same to third parties or use it for any other purpose other than discussion and internal evaluation provided for in this document. However, either party may disclose the invention / information / technical data / technology to its own employees assisting that party in making an evaluation, provided that all such employees shall have agreed to be bound by the secrecy terms of this agreement.

III

The recipient of tangible products or materials constituting invention / technology from the other part



agrees not to analyse or have a third party analyse such tangible products or materials.

IV

All invention / proprietary information is and remains the property of the disclosing party and must be returned, in a form suitable to be returned, within ninety (90) days after the disclosing party makes a written request for its return or at the conclusion of evaluation or termination of the Agreement.

V

The evaluation period during which information will be exchanged will be one year from the date of signing this Agreement unless extended by mutual consent of the parties in writing.

VI

The foregoing obligations with respect to invention / proprietary received by any party who are signatories to this Agreement shall survive any termination of this agreement.

VII

Nothing in this agreement shall be interpreted as placing any obligation of confidentiality and non-use on receiving party with respect to any invention / proprietary information covered under this agreement that:

- a. Was on record in the files of the recipient prior to signing of this agreement.
- b. Can be demonstrated to have been rightfully received from a third party after the signing of this agreement who did not acquire it, directly or indirectly, from the disclosing party under a continued obligation of confidentiality.
- c. Can be demonstrated to have been in the public domain during the term of this Agreement.

VIII

Nothing herein shall be construed to grant any intellectual property right or license or title to any patent, know how, trade secret, trademark or trade name or any right of licence to make use of the proprietary information other than as provided for hereinabove or any commitment to enter in to any such grant of intellectual property rights or licence in future.

This agreement is effective as of _____ and shall terminate on _____. The two parties can extend the agreement through mutual consent, in writing, and the extension period shall be on a yearly / half – yearly basis. Either party may also terminate this Agreement at its discretion immediately upon written notice to the other party provided, however, that the confidentiality clauses IV and VI shall survive subject to clause VII.

This agreement is signed on _____ between:

Tripura University

Organization

(Name of signatory :

) (Name of signatory :)

Designation :

Designation : _____

Address : _____

Address : _____



AGREEMENT FOR DEVELOPMENT OF EDUCATION COURSE MATERIAL IN ELECTRONIC FORM

This agreement is made this _____ day of _____ (month) in the year _____ (two thousand and _____) by and amongst

- | Name | Role |
|---|-----------------------------------|
| 1. _____ | Subject Matter Expert (SME) |
| 2. _____
and | |
| 3. _____ | Instructional Design Expert (IDE) |
| 4. _____
and | |
| 5. _____ | Software Design Expert (SDE) |
| 6. _____
and | |
| 7. _____ | Others (Specify Details) |
| 8. _____
and | |
| 9. Tripura University, Tripura
(Delete those are not applicable) | |

in respect of the research material proposed to be developed by any person/Department / Centre of TU as described in Appendix – 1. All group members mentioned above accepting the Department / Centre will jointly be referred to hereafter as “Contributors”. The contributors and the Department / Centre agree that:

i. Right of original manuscript & material (Works)

All original Works submitted by the contributors for the purpose of research material development shall remain the property of the concerned contributor and shall be returned to them if so desired, within one month of completion of the project.

ii. Use of Copyright Protected / Unlawful Material

With the exception of very limited use of copyright protected material (which constitute fair use) and which is duly acknowledged, the Works submitted by the contributors shall not contain any copyright protected material from any source without written permission of the right holder(s). It will be the responsibility of the contributors to obtain such written permission(s) and submit this along with the Works to the concerned Department / Centre of TU on or before the date specified by the Department / Centre. The contributor shall ensure



that the Works supplied to the Department / Centre does not contain any scandalous, libelous or unlawful matter, which may result in unnecessary litigations. In case the works supplied is taken from one or more of the contributor's own published material, the concerned contributor shall ensure that the copyright of the source rests solely with the contributor or permission is obtained in writing from the right holder.

The concerned contributor will be responsible for any damages resulting from violation of the above clause(s)

iii. **Course Development Procedure**

- (a) The methodology of instructional material development relevant for this agreement will be decided by the concerned Department / Centre of TU. The SME shall supply the Work in the order, in the format and in the medium required by the Department / Centre. All concerned contributors shall strictly adhere to the agreed schedule mentioned in the Instructional Material Information Summary shown in Annexure 1.
- (b) The SME shall attend all mandatory training sessions held for course development activities to be organized by the Department / Centre.

iv. **Support by the Department / Centre, TU**

The concerned Department / Centre of TU will make provisions for all necessary hardware, software, network and related facilities, as well as for trained technical supporting staff, instructional design experts, software professionals, graphics & animation developers, typing, copy editing, & similar facilities. The concerned Department / Centre will provide appropriate budget for the project, make arrangements for replication, dissemination, delivery as applicable at its own expense. The Department / Centre will organize training programmes for SMEs in developing, utilizing and evaluating instructional materials. Facilities, which are available in the Department / Centre, may be utilized when required.

v. **Copyright**

Copyright of the research material developed by a Department / Centre of TU with content inputs provided by the SME, Instructional Design inputs provided by the IDE and other intellectual and creative inputs provided by other contributors such as SDE (excepting all work for hire staff) shall be licensed / assigned to the Department / Centre / sponsor, as set out in "Work for hire agreement" form, which also contains details of financial compensation to the contributors.

vi. **Delivery of Work**

The SME shall deliver all Work to the concerned Department / Centre of TU as per schedule mentioned in the prescribed form of "Intellectual property agreement with all academic staff of Tripura University" and or any schedule(s) agreed to in writing subsequently. The SME shall operate with IDE, so that the IDE can prepare all defining parameters of the proposed instructional material. An illustrative but non-exhaustive list of some of these parameters is shown below.

General course objectives, details of all learning objectives including pre-requisites, specific instructional objectives and related meta-data details, test items to measure specified learning outcomes, strategy to achieve learning outcomes, lesson plans of learning objects.

The IDE shall work in close collaboration with SME to formulate a well-defined and mutually



acceptable instructional plan to allow the SME to develop the course contents according to this plan. The IDE shall ensure that interoperability, reusability and accessibility of contents are maximized by strict adherences to E-learning Standards approved by internationally recognized Standards Organizations. The IDE may reorganize the various Assets (texts, graphics, multimedia objects etc. which form the content details) in consultation with the SME.

The SDE shall develop/make available any software tool already developed by the SDE, which can be used in the proposed IR to enhance its usability / effectiveness etc. as per schedule specified in the prescribed form of “Intellectual property agreement with all academic staff of TU”.

If any of the contributors fails to deliver the work on time, as defined in the prescribed form of “Intellectual property agreement with all academic staff of TU” or in any subsequent agreed schedule, the Department / Centre will have the right to terminate this agreement and to recover from the concerned Contributor any sums advanced for the Works. Upon such termination the concerned Contributor may not offer the Works to anyone for any purpose until the contributor has repaid such advances. In addition to recovering the advances the Department / Centre will also have the right to impose penal charges up to Rs. 50,000.00 for non completion of works by due date.

vii. Revisions

The conditions of revisions will be as per the IPR policy of the TU.

viii. Use of research material by contributor

All contributors shall have the right to use the research material for non-commercial academic purposes, ensuring that such actions do not result in a conflict of interest between the contributor and the Department / Centre (see Conflict of Interest document of the Department / Centre). The contributors shall have to ask permission of the Department / Centre to use such material for any purpose once they leave the service of the Department / Centre.

ix. Arbitration

The Arbitration, if any, will be as per IPR policy of the Tripura University. In witness whereof the parties have duly executed this agreement as the date first written above.

Contributors Details				Department / Centre Representative		
Sr.	Name	Address	Signature	Name	Address	Signature
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____



SUMMARY OF INSTRUCTIONAL MATERIAL INFORMATION

1. Name of contributor(s) & Coordinators: _____
2. Role (SME/IDE/SDE/Coordinator etc.): _____
3. Approx. degree of involvement: _____
4. Start date: _____ 5. End date: _____
6. Course Title: _____
7. _____

Course Type: (Tick mark appropriately)

- | | | | |
|------------------------------|--------------------------|------------------------------|--------------------------|
| 7.1.1 For theory instruction | <input type="checkbox"/> | 7.2.1 For theory instruction | <input type="checkbox"/> |
| 7.1.2 For lab instruction | <input type="checkbox"/> | 7.2.2 For lab instruction | <input type="checkbox"/> |

8. Target Group: [example: IMD, Diploma, Distance Learning, UG, PG, Ph.D., etc.]: _____

9. General objective of course: _____

10. Content Outline: (Max 150 words): _____

11. Approximate Duration:

Equivalent to _____ hrs of lectures & _____ hrs of personal study.

12. Learning Unit Summary: _____

12.1 Unit type (tick appropriately)

- | | | |
|-------------------------------|--------------------------|-------------------------|
| Single Lesson Module /Chapter | <input type="checkbox"/> | |
| Semester long course | <input type="checkbox"/> | Others (specify): _____ |

12.2 Unit Description Sl. No.

Title: _____

Approx. Duration (study hr.): _____

13. Activity bar chart (to be filled up in consultation with the concerned Department / Centre and will depend on course type stated as Sr. No. 7)

Special Note: The Instructional Material Information details may be different for different types of courses with suitable modifications. The format shown here is only one example.



COPYRIGHT AND COMPENSATION ISSUES DISCUSSIONS

The contributors may be required to license their copyrights of the Instructional Material or assign these to the Department / Center in lieu of an agreed compensation package depending on the source and condition of funding and the nature of the project. For example, sometimes a sponsor will agree to fund a project only if the copyright is fully or partially (joint copyright) assigned to it. A sponsor may agree to pay full or part of the development cost, which may include a one – time lump sum payment to the contributors, fees to the project co-ordinates, capital cost of equipment etc. or may agree to share royalties with the Department / Center or a combination of both.

If the research material development takes place as part of the consultancy project then the terms negotiated by the chief consultant with the sponsors & R&I Cell will determine the issues of compensation and the ownership of copyright.

If the research material is developed as part of the Departmental normal activity, there is little chance of any one – time lump sum payment. In this case the copyright shall have to be either assigned to the Department / Center or it shall have to be licensed to the Department / Center for a period of 5 years initially with a provision for renewal of license for longer terms with the Department / Center having the right of first refusal. It is also possible to visualize other types of IR development project where other combinations of compensation package to the contributors, fees to the coordinators / consultants and a specified type of copyright ownership may be applicable.

Summary

Details will be drawn up listing copyright issues and compensation terms for contributors and coordinators for each project separately and will be available from the concerned Department / Centre and will contain the following information:

1. Copyright is to be/not to be assigned to the Department / Center
2. Copyright is to be / not be licensed to the Department / Center
3. If licensed then state period and renewal terms
4. Lump sum payment / lump sum + royalty / royalty only
5. Mention amount and or % and payment, date / frequency
6. Any other compensation
7. Special conditions (if any)

The Intellectual Property Rights Policy document of the Tripura University has been prepared in the R&I Cell of the University.



TU/IPR/20

TECHNOLOGY PROFILE FORM

Title: _____

Description: _____

Innovative aspect and main advantages: _____

Social Impact of Innovation: _____

Areas of Application: _____

Stage of Development: _____

Details Applications / Outcome of Innovation: _____

Financial Support By: _____

Photos/Pictures of Innovation (if any): _____

Publication / Patent / Technology Transfer (if any): _____

Name of Inventor/s: _____

Contact details of Inventor/s: _____

Mention Name & Address of Person/s or Company / Agency who Full/Partially involved with the Innovation: _____

Signature of Inventor/s: _____

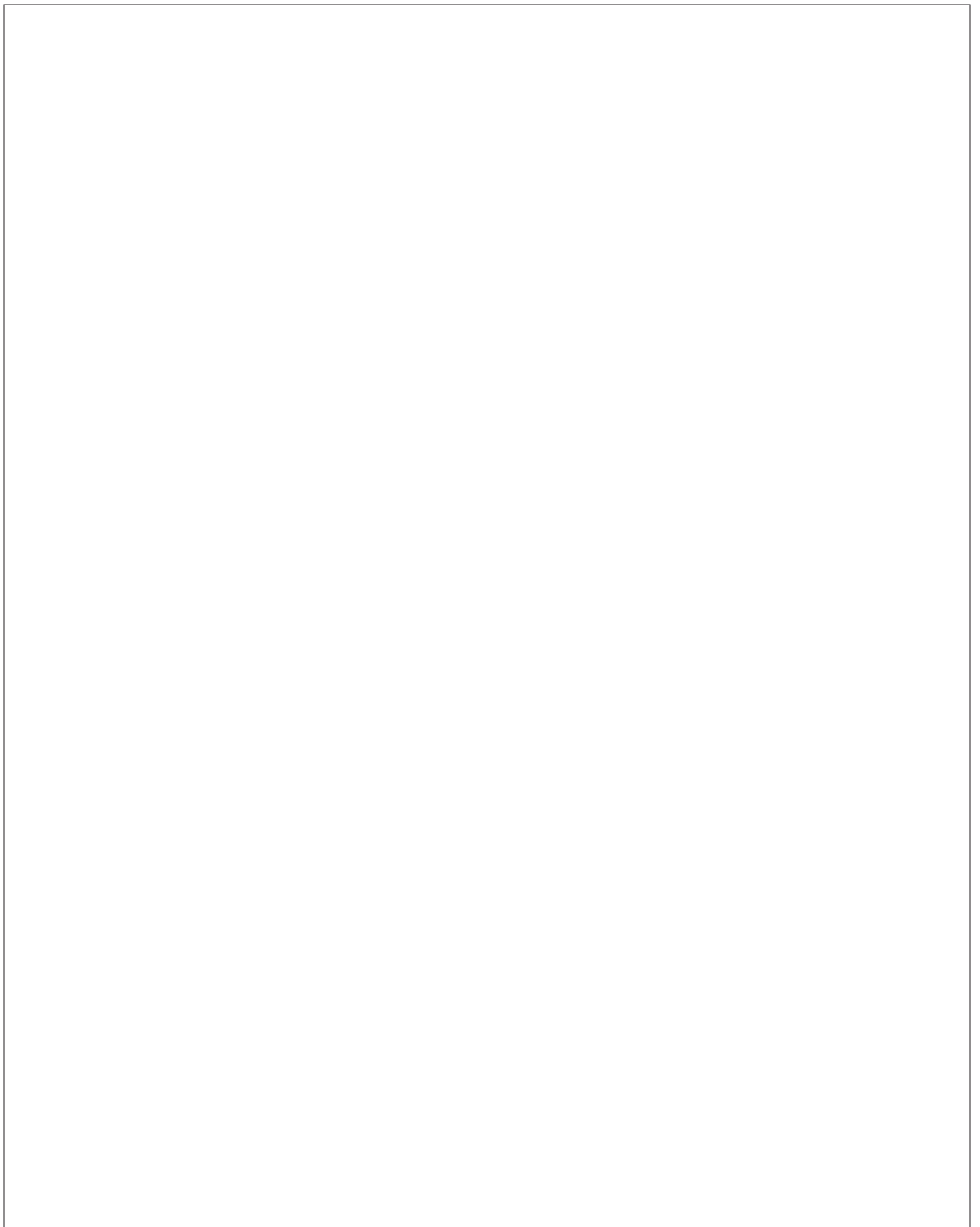
Abstract

National INNOVATION and STARTUP Policy 2019 for Students and Faculty

A Guiding Framework for Higher Education Institutions

The National Innovation and Startup Policy 2019 for students and faculty of Higher Education Institutions (HEIs) will enable the institutes to actively engage students, faculties and staff in innovation and entrepreneurship related activities. This framework will also facilitate Ministry of Human Resource Development in bringing uniformity across HEIs in terms of Intellectual Property ownership management, technology licensing and institutional Startup policy, thus enabling creation of a robust innovation and Start up ecosystem across all HEIs.

September 11, 2019



संदेश

मानव संसाधन विकास मंत्रालय



रमेश पोखरियाल 'निशंक'
मानव संसाधन विकास मंत्री

स्टार्ट-अप इंडिया भारत सरकार की एक प्रमुख पहल है, जो नवीन आविष्कारों को हाथ में लेने, सहायता और प्रोत्साहनों के वित्त पोषण, उद्योग-शैक्षणिक भागीदारी और इन्क्यूबेटरों के बुनियादी स्तंभों पर आधारित है।

मुझे भारत के सभी उच्च शिक्षा संस्थानों के छात्रों और शिक्षकों के लिए राष्ट्रीय नवाचार और स्टार्ट-अप नीति 2019 'पर ठोस दिशा निर्देश जारी करने की घोषणा करते हुए खुशी हो रही है। ये दिशा-निर्देश भारत के हजारों तकनीकी

कॉलेजों के लाखों युवाओं के मन मस्तिष्क में नवाचार की भावना को सशक्त करेंगे और संस्थानों को न केवल युवाओं के लिए रोजगार के अवसर पैदा करने में मदद करेंगे, बल्कि भारत के

उच्च शिक्षा संस्थानों में एक मजबूत स्टार्ट-अप पारिस्थितिकी तंत्र विकसित करने के लिए एक प्रेरणा प्रदान करेंगे।

मैं चाहता हूँ कि उच्चतर शिक्षा संस्थाओं के लिए निर्धारित दिशा-निर्देशों को इन संस्थाओं द्वारा नियमित प्रभाव मूल्यांकन के साथ कार्यान्वित किया जाए ताकि वांछित परिणामों को हासिल किया जा सके।

मैं भारत के सभी उच्च शिक्षा संस्थानों से अनुरोध करता हूँ कि वे नवाचर युक्त बुनियादी ढांचे के निर्माण के लिए अपना सर्वश्रेष्ठ और आवश्यक कदम उठाएं, ताकि हमारे शिक्षा संस्थानों में स्टार्ट-अप और उद्यमशीलता के पारिस्थितिकी तंत्र को अधिक सक्षम बनाया जा सके।

Message from Ministry of Human Resource Development



Sanjay Shamrao Dhotre
Minister of State for Human
Resource Development

India aspires to become a 5 trillion dollar economy in a near future. To reach this mark, it needs to evolve system and mechanisms to convert the present demographic dividend into high quality technical human resource, capable of doing cutting edge research and innovation, and deep-tech entrepreneurship. At this juncture, the MHRD's Innovation Cell and AICTE have brought out the 'National Innovation and Startup Policy 2019' for students and faculty.

I congratulate MHRD's Innovation Cell and AICTE for conceptualizing these

much needed guidelines. These envision an educational system oriented towards startups and entrepreneurship opportunities for students and faculty. I appeal all higher education institutions to adopt and popularize these guidelines amongst their faculty, staff and students, and encourage them to actively pursue path of innovation and entrepreneurship.

I also urge MHRD's innovation cell to proactively coordinate with education departments of all state governments to ensure that these policy guidelines are implemented in their true spirit.

Message from Ministry of Human Resource Development



R. Subrahmanyam
Secretary (Higher Education)
MHRD

Innovation and entrepreneurship need to emerge as one of the focal points of our education system and Ministry of Human Resource Development is making every possible effort to achieve this goal. We are aggressively promoting initiatives like Hackathons, tech-fests, idea competition, startup bootcamps, etc. to foster the culture of innovation in our education institutions. We want large number of students and faculty to work on new ideas and convert them into successful enterprises.

As no formal guidelines were

available for encouraging students and faculty to pursue startup and entrepreneurship related activities, a committee was formed under the guidance of Prof. Ashok Jhunjhunwala to evolve set of recommendations and guiding principles for higher education institutions for promoting innovation and entrepreneurship ecosystem within campuses.

I firmly believe that the recommendations prescribed in this document will pave the way for developing and supporting an entrepreneurial culture in all the higher education institutions of India.

Message from All India Council of Technical Education



Anil D Sahasrabudhe
Chairman, AICTE

I am very happy to see that the detailed guidelines have been issued by Ministry of Human Resource Development on National Innovation and Startup Policy for students and faculties of higher education institutions which further strengthens the Startup Policy released by All India Council of Technical Education in November 2016 from Rashtrapati Bhawan, just after few months of Startup action plan announced by the Government of India in January 2016.

I am pleased to share that the present policy guidelines are built on the earlier version

published by the AICTE and being implemented by the AICTE startup implementation committee headed by first generation entrepreneur Shri Sanjay Inamdar and covers several practical aspects of innovation and startups. The guidelines highlight various important points including revenue sharing mechanism for licensing, ownership of IP, equity sharing mechanism between institute and startups incubated at institute.

I wish Ministry of Human Resource Development and all the educational institutes in India a grand success in this mission.

Message from University Grant Commission



D.P. Singh
Chairman, UGC

I am delighted to know that Ministry of Human Resource Development has devised the guidelines for promoting innovation and entrepreneurship among students and faculty of higher education institutions. This will guide the institutions on the mechanisms of handling the students and faculty members and supporting their initiatives for innovations and startups. The best universities around the world have evolved sound

mechanisms for promoting and managing innovations. I believe that the 'Guidelines on National Innovation and Startup Policy 2019' will provide the required direction and support to a large number of universities and its affiliated institutions in India on handling Intellectual Property Rights, innovations and startup related issues,

I extend my best wishes to the institutions for stepping ahead to implement these guidelines.

Message from Chairman, 'National Innovation and Startup Policy 2019' Committee



Ashok Jhunjunwala
Chairman, NISPC

At the outset, I thank the Ministry of Human Resource Development for providing me an opportunity to work on the guidelines with an aim of nurturing Innovation and Startups ecosystem in higher education institutions. My firm belief is that Incubation and Innovation need to be organically interlinked. Without innovation, new enterprises are unlikely to

succeed. The goal of the institutions should therefore be to link Innovation to Enterprises to financial success.

I sincerely congratulate the Ministry of Human Resource Development for its initiative towards strengthening of innovation and startup ecosystem in education ecosystem and wish it a grand success.

Message from Innovation Cell, Ministry of Human Resource Development



Abhay Jere
Chief Innovation Officer,
MHRD

At the outset, I would like to acknowledge all committee members, without whose active contributions and support, these policy guidelines would not have been possible.

These policy guidelines on Innovation and Startups have been framed with an aim to promote the innovation and entrepreneurship culture within our higher education institutions. If India aims to become 5 trillion-dollar economy, then it needs to evolve systems and mechanisms to convert the present demographic dividend into high quality technical human resource capable of doing cutting edge research and innovation (R&I) and deep-tech entrepreneurship.

On Global Innovation Index (GII) 2019, India's rank is 52 while China is far ahead of us and ranks 14. Considering India's real R&I potential, we should certainly aspire to be within top 25 in next 5 years and it can happen only if we can develop robust Innovation and entrepreneurship ecosystem within our higher education institutions. Moreover, unfortunately at present, none of

our Indian institution figure in top 100 global R&I institutions and only 3 Indian institutions are within top 200. This needs to change and can only happen if our institutions give substantial emphasis on R&I. In next 5 years, India needs to systematically work to ensure that it's 10 institutions are amongst top 100.

To ensure that innovation and entrepreneurship emerges as the primary fulcrum of India's higher education systems, MHRD's Innovation Cell (MIC) is undertaking multiple initiatives like Smart India Hackathon, Atal Ranking of Institutions of Innovation Achievements (ARIIA), establishing Institution's Innovation Councils (IIC) in 1500+ institutions, Innovation Competitions, etc.

The present National Innovation and Startup Policy is yet another step in that direction. We believe that this policy will immensely benefit central institutions, state universities and affiliated institutions which are currently not well verse at handling challenges related to innovation, startup and entrepreneurship conceived by their faculty and students.



Committee for 'National Innovation and Startup Policy 2019' Guidelines for Higher Education Institutions

1.	Prof. Ashok Jhunjunwala Professor, Indian Institute of Technology Madras	Chairman
2.	Shri Sukhbir Singh Sandhu Additional Secretary (Higher Education) Ministry of Human Resource Development New Delhi	Member
3.	Prof. Anil D Sahasrabudhe Chairman, All India Council of Technical Education New Delhi	Member
4.	Dr. Rajnish Jain Secretary, University Grants Commission	Member
5.	Dr. G. Raghuram Director, Indian Institute of Management Bangalore	Member
6.	Dr. Anand Deshpande Chairman and Managing Director, Persistent Systems, Pune	Member
7.	Dr. Abhay Karandikar Director, Indian Institute of Technology, Kanpur	Member
8.	Dr. Udai B. Desai Director, Indian Institute of Technology Hyderabad	Member
9.	Dr. Appa Rao Podile Vice-Chancellor, University of Hyderabad	Member
10.	Dr. Mini Shaji Thomas Director, National Institute of Technology, Trichy	Member
11.	Dr. Sanjay H Inamdar CEO, Flucon Industries & Chairman, AICTE Startup Policy Committee	Member
12.	Dr. Uday Kumar Yaragatti Director, MNIT, Jaipur	Member
13.	Dr. Gautam Biswas Director, Indian Institute of Information Technology Guwahati	Member
14.	Sh. Hiranmay Mahanta Director, Gujarat Technological University Innovation Council	Invitee
15.	Dr. Abhay Jere Chief Innovation Officer, Ministry of Human Resource Development	Member Secretary

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16.	Mr. Dipan Sahu Executive Consultant, Ministry of Human Resource Development Innovation Cell
17.	Dr. Pooja Rawat Innovation Officer, Ministry of Human Resource Development Innovation Cell



Content

Preamble	10
Vision	10
National Innovation and Startup Policy 2019 for Students and Faculty	11-21
1 Strategies and Governance	11
2 Startups Enabling Institutional Infrastructure	12
3 Nurturing Innovations and Startups	13
4 Product Ownership Rights for Technologies Developed at Institute	15
5 Organizational Capacity, Human Resources and Incentives	16
6 Creating Innovation Pipeline and Pathways for Entrepreneurs at Institute Level	17
7 Norms for Faculty Startups	18
8 Pedagogy and Learning Interventions for Entrepreneurship Development	19
9 Collaboration, Co-creation, Business Relationships and Knowledge Exchange	20
10 Entrepreneurial Impact Assessment	21
Way Forward	21
Glossary	22-23
Acknowledgments	24
Bibliography	24
Gazette Notification	25-36



Preamble

In November 2016, All India Council of Technical Education (AICTE) released a Startup Policy document for AICTE approved institutions, to address the need of inculcation of innovation and entrepreneurial culture in higher education institutions (HEIs). The policy primarily focused on guiding the AICTE approved institutions in implementing ‘Startup Action Plan’ of Government of India. Subsequent to release of the Startup policy by AICTE and further interaction & feedback received from education institutions, a need was felt for a more elaborate and comprehensive policy guiding document, which could be applicable for all the HEIs in India.

A fifteen membered committee was constituted by Ministry of Human Resource Development to formulate detailed guidelines for various aspects related to innovation, Startup and entrepreneurship management. This committee deliberated on various facets for nurturing the innovation and Startup culture in HEIs, which covered Intellectual Property ownership, revenue sharing mechanisms, norms for technology transfer and commercialization, equity sharing, etc. After multiple rounds of meetings, National Innovation and Startup Policy 2019 for students and faculties of HEIs were prepared.

Vision

India aspires to become 5 trillion-dollar economy by 2024. To reach the mark, it needs to evolve systems and mechanisms to convert the present demographic dividend into high quality technical human resource capable of doing cutting edge research and innovation and deep-tech entrepreneurship.

The 'National Student and Faculty Startup policy 2019' for HEIs is a guiding framework to envision an educational system oriented towards start ups and entrepreneurship opportunities for student and faculties. The guidelines provide ways to Indian HEIs for developing entrepreneurial agenda, managing Intellectual Property Rights (IPR) ownership, technology licensing and equity sharing in Startups or enterprises established by faculty and students.

In India, innovation is still not the epicenter of education. In order to achieve the cultural and attitudinal shift and to ensure that ‘Innovation and Startup’ culture is the primary fulcrum of our higher education system a policy framework and guidelines are the need of this hour. These guidelines will enable institutions to actively support their faculty, staff and students to participate in innovation and entrepreneurship (I&E) related activities, thus encouraging students and faculty to consider start ups and entrepreneurship as a career option. These recommendations and guiding principles will also help HEIs in creating their own policy framework, if required.

Moreover, these guidelines will facilitate Ministry of Human Resource Development in bringing uniformity across HEIs in terms of IPR ownership management, technology licensing and institutional startups policy, thus enabling creation of a robust innovation and Startup ecosystem across all HEIs. These guidelines will also help emphasize that the entrepreneurship is all about creating a business, which is financially successful.



National Innovation and Startup Policy 2019 for Students and Faculty

1. Strategies and Governance

- a. Entrepreneurship promotion and development should be one of the major dimensions of the HEIs strategy. To facilitate development of an entrepreneurial ecosystem in the organization, specific objectives and associated performance indicators should be defined for assessment.
- b. Implementation of entrepreneurial vision at the institute should be achieved through mission statements rather than stringent control system. The entrepreneurial agenda should be the responsibility of a senior person at the level of dean/ director/ equivalent position to bring in required commitment and must be well understood by the higher authorities. However, one must understand that promoting entrepreneurship requires a different type of mindset as compared to other academic activities. Therefore, this person should be very carefully chosen from someone who understands the industry and above all business.
- c. Resource mobilisation plan should be worked out at the institute for supporting pre-incubation, incubation infrastructure and facilities. A sustainable financial strategy should be defined in order to reduce the organizational constraints to work on the entrepreneurial agenda.
 - i. Investment in the entrepreneurial activities should be a part of the institutional financial strategy. Minimum 1% fund of the total annual budget of the institution should be allocated for funding and supporting innovation and startups related activities through creation of separate ‘Innovation fund’.
 - ii. The strategy should also involve raising funds from diverse sources to reduce dependency on the public funding. Bringing in external funding through government (state and central) such as DST, DBT, MHRD, AICTE, TDB, TIFAC, DSIR, CSIR, BIRAC, NSTEDB, NRDC, Startup India, Invest India, MeitY, MSDE, MSME, etc. and non-government sources should be encouraged.
 - iii. To support technology incubators, academic institutes may approach private and corporate sectors to generate funds, under Corporate Social Responsibility (CSR) as per Section 135 of the Company Act 2013.
 - iv. Institute may also raise funding through sponsorships and donations. Institute should actively engage alumni network for promoting Innovation & Entrepreneurship (I&E).
- d. For expediting the decision making, hierarchical barriers should be minimized and individual autonomy and ownership of initiatives should be promoted.
- e. Importance of innovation and entrepreneurial agenda should be known across the institute and should be promoted and highlighted at institutional programs such as conferences, convocations, workshops, etc.
- f. Student and faculty startup Policy and action plan should be formulated at university level, which is in line with the current document along with well-defined short-term and long-term goals. Micro action plan should also be developed by the affiliated institutes to accomplish the policy objectives.



- g. Institute should develop and implement I & E strategy and policy for the entire institute in order to integrate the entrepreneurial activities across various centers, departments, faculties, within the institutes, thus breaking the silos.
- h. Product to market strategy for startups should be developed by the institute on case to case basis.
- i. Development of entrepreneurship culture should not be limited within the boundaries of the institution.
 - i. HEIs should be the driving force in developing entrepreneurship culture in its vicinity (regional, social and community level). This shall include giving opportunity for regional startups, provision to extend facilities for outsiders and active involvement of the institute in defining strategic direction for local development.
 - ii. Strategic international partnerships should be developed using bilateral and multilateral channels with international innovation clusters and other relevant organizations. Moreover, international exchange programs, internships, engaging the international faculties in teaching and research should also be promoted.

2. Startups Enabling Institutional Infrastructure

Creation of pre-incubation and incubation facilities for nurturing innovations and startups in HEIs institutions should be undertaken. Incubation and Innovation need to be organically interlinked. Without innovation, new enterprises are unlikely to succeed. The goal of the effort should be to link INNOVATION to ENTREPRISES to FINANCIAL SUCCESS.

- a. All HEIs are advised to create facilities within their institution for supporting pre-incubation (e.g. IICs as per the guidelines by MHRD's Innovation Cell, EDC, IEDC, New-Gen IEDC, Innovation Cell, Startup Cell, Student Clubs, etc.) and Incubation/ acceleration by mobilizing resources from internal and external sources.
- b. This Pre-Incubation/Incubation facility should be accessible 24x7 to students, staff and faculty of all disciplines and departments across the institution.
- c. Pre-incubation facilities may or may not be a separately registered entity or Special Purpose Vehicle (SPV), but we recommend that 'Incubation cum Technology Commercialization Unit' (ITCU) should be a separate entity preferably registered under Section-8 of Company Act 2013 or 'Society' registered under Society Registration Act with independent governance structure. This will allow more freedom to Incubators in decision making with less administrative hassles for executing the programs related to innovation, IPR and Startups. Moreover, they will have better accountability towards investors supporting the incubation facility.
- d. HEIs may offer mentoring and other relevant services through Pre-incubation/Incubation units in-return for fees, equity sharing and (or) zero payment basis. The modalities regarding Equity Sharing in Startups supported through these units will depend upon the nature of services offered by these units and are elaborately explained in Section 3.



3. Nurturing Innovations and Start ups

- a. HEIs are expected to establish processes and mechanisms for easy creation and nurturing of Start ups/enterprises by students (UG, PG, Ph.D.), staff (including temporary or project staff), faculty, alumni and potential start up applicants even from outside the institutions.
- b. While defining their processes, institutions will ensure to achieve following:
 - i. Incubation support: Offer access to pre-incubation & Incubation facility to start ups by students, staff and faculty for mutually acceptable time-frame.

In case an institute doesn't have a dedicated facility/ infrastructure of its own, then it may reach out to nearest incubation facilities in other HEIs in order to facilitate access to their students, staff and faculty.
 - ii. Will allow licensing of IPR from institute to start up: Ideally students and faculty members intending to initiate a start up based on the technology developed or co-developed by them or the technology owned by the institute, should be allowed to take a license on the said technology on easy term, either in terms of equity in the venture and/ or license fees and/ or royalty to obviate the early stage financial burden.
 - iii. Will allow setting up a start up (including social start ups) and working part-time for the start ups while studying / working: HEIs may allow their students / staff to work on their innovative projects and setting up start ups (including Social Start ups) or work as intern / part-time in start ups (incubated in any recognized HEIs/Incubators) while studying / working. Student Entrepreneurs may earn credits for working on innovative prototypes/Business Models. Institute may need to develop clear guidelines to formalize this mechanism. Student inventors may also be allowed to opt for start up in place of their mini project/ major project, seminars, summer trainings. The area in which student wants to initiate a start up may be interdisciplinary or multi-disciplinary. However, the student must describe how they will separate and clearly distinguish their ongoing research activities as a student from the work being conducted at the start up.
- c. Students who are under incubation, but are pursuing some entrepreneurial ventures while studying should be allowed to use their address in the institute to register their company with due permission from the institution.
- d. Students entrepreneurs should be allowed to sit for the examination, even if their attendance is less than the minimum permissible percentage, with due permission from the institute.
- e. HEIs should allow their students to take a semester/year break (or even more depending upon the decision of review committee constituted by the institute) to work on their start ups and re-join academics to complete the course. Student entrepreneurs may earn academic credits for their efforts while creating an enterprise. Institute should set up a review committee for review of start up by students, and based on the progress made, it may consider giving appropriate credits for academics.
- f. The institute should explore provision of accommodation to the entrepreneurs within the campus for some period of time.



- g. Allow faculty and staff to take off for a semester / year (or even more depending upon the decision of review committee constituted by the institute) as sabbatical/ unpaid leave/ casual leave/ earned leave for working on startups and come back. Institution should consider allowing use of its resource to faculty/students/staff wishing to establish start up as a fulltime effort. The seniority and other academic benefits during such period may be preserved for such staff or faculty.
- h. Start a part-time/full time MS/ MBA/ PGDM (Innovation, entrepreneurship and venture development) program where one can get degree while incubating and nurturing a startup company. AICTE has already issued guidelines for a similar program.
- i. Institute will facilitate the startup activities/ technology development by allowing students/ faculty/ staff to use institute infrastructure and facilities, as per the choice of the potential entrepreneur in the following manners:
 - i Short-term/ six-month/ one-year part-time entrepreneurship training.
 - ii Mentorship support on regular basis.
 - iii Facilitation in a variety of areas including technology development, ideation, creativity, design thinking, fund raising, financial management, cash-flow management, new venture planning, business development, product development, social entrepreneurship, product-costing, marketing, brand-development, human resource management as well as law and regulations impacting a business.
 - iv Institute may also link the startups to other seed-fund providers/ angel funds/ venture funds or itself may set up seed-fund once the incubation activities mature.
 - v License institute IPR as discussed in section 4 below.
- j. In return of the services and facilities, institute may take 2% to 9.5% equity/ stake in the startup/ company, based on brand used, faculty contribution, support provided and use of institute's IPR (a limit of 9.5% is suggested so that institute has no legal liability arising out of startup. The institute should normally take much lower equity share, unless its full-time faculty/ staff have substantial shares). Other factors for consideration should be space, infrastructure, mentorship support, seed-funds, support for accounts, legal, patents etc.
 - For staff and faculty, institute can take no-more than 20% of shares that staff / faculty takes while drawing full salary from the institution; however, this share will be within the 9.5% cap of company shares, listed above.
 - No restriction on shares that faculty / staff can take, as long as they do not spend more than 20% of office time on the startup in advisory or consultative role and do not compromise with their existing academic and administrative work / duties. In case the faculty/ staff holds the executive or managerial position for more than three months in a startup, then they will go on sabbatical/ leave without pay/ earned leave.
 - In case of compulsory equity model, Startup may be given a cooling period of 3 months to use incubation services on rental basis to take a final decision based on satisfaction of



services offered by the institute/incubator. In that case, during the cooling period, institute cannot force startup to issue equity on the first day of granting incubation support.

- k. The institute should also provide services based on mixture of equity, fee-based and/ or zero payment model. So, a startup may choose to avail only the support, not seed funding, by the institute on rental basis.
- l. Institute could extend this startup facility to alumni of the institute as well as outsiders.
- m. Participation in start up related activities needs to be considered as a legitimate activity of faculty in addition to teaching, R&D projects, industrial consultancy and management duties and must be considered while evaluating the annual performance of the faculty. Every faculty may be encouraged to mentor at least one startup.
- n. Product development and commercialization as well as participating and nurturing of startups would now be added to a bucket of faculty-duties and each faculty would choose a mix and match of these activities (in addition to minimum required teaching and guidance) and then respective faculty are evaluated accordingly for their performance and promotion.
- o. Institutions might also need to update/change/revise performance evaluation policies for faculty and staff as stated above.
- p. Institute should ensure that at no stage any liability accrue to it because of any activity of any startup.
- q. Where a student/ faculty startup policy is pre-existing in an institute, then the institute may consider modifying their policy in spirit of these guidelines.

4. Product Ownership Rights for Technologies Developed at Institute

- a. When institute facilities / funds are used substantially or when IPR is developed as a part of curriculum/ academic activity, IPR is to be jointly owned by inventors and the institute.
 - i. Inventors and institute could together license the product / IPR to any commercial organisation, with inventors having the primary say. License fees could be either / or a mix of
 - 1. Upfront fees or one-time technology transfer fees
 - 2. Royalty as a percentage of sale-price
 - 3. Shares in the company licensing the product
 - ii. An institute may not be allowed to hold the equity as per the current statute, so SPV may be requested to hold equity on their behalf.
 - iii. If one or more of the inventors wish to incubate a company and license the product to this company, the royalties would be no more than 4% of sale price, preferably 1 to 2%, unless it is pure software product. If it is shares in the company, shares will again be 1% to 4%. For a pure software product licensing, there may be a revenue sharing to be mutually decided between the institute and the incubated company.
- b. On the other hand, if product/ IPR is developed by innovators not using any institute facilities, outside



office hours (for staff and faculty) or not as a part of curriculum by student, then product/ IPR will be entirely owned by inventors in proportion to the contributions made by them. In this case, inventors can decide to license the technology to third parties or use the technology the way they deem fit.

- c. If there is a dispute in ownership, a minimum five membered committee consisting of two faculty members (having developed sufficient IPR and translated to commercialisation), two of the institute's alumni/ industry experts (having experience in technology commercialisation) and one legal advisor with experience in IPR, will examine the issue after meeting the inventors and help them settle this, hopefully to everybody's satisfaction. Institute can use alumni/ faculty of other institutes as members, if they cannot find sufficiently experienced alumni / faculty of their own.
- d. Institute IPR cell or incubation center will only be a coordinator and facilitator for providing services to faculty, staff and students. They will have no say on how the invention is carried out, how it is patented or how it is to be licensed. If institute is to pay for patent filing, they can have a committee which can examine whether the IPR is worth patenting. The committee should consist of faculty who have experience and excelled in technology translation. If inventors are using their own funds or non-institute funds, then they alone should have a say in patenting.
- e. All institute's decision-making body with respect to incubation / IPR / technology-licensing will consist of faculty and experts who have excelled in technology translation. Other faculty in the department / institute will have no say, including heads of department, heads of institutes, deans or registrars.
- f. Interdisciplinary research and publication on startup and entrepreneurship should be promoted by the institutions.

5. Organizational Capacity, Human Resources and Incentives

- a. Institute should recruit staff that have a strong innovation and entrepreneurial/ industrial experience, behaviour and attitude. This will help in fostering the I&E culture.
 - i. Some of the relevant faculty members with prior exposure and interest should be deputed for training to promote I&E.
 - ii. To achieve better engagement of staff in entrepreneurial activities, institutional policy on career development of staff should be developed with constant upskilling.
- b. Faculty and departments of the institutes have to work in coherence and cross-departmental linkages should be strengthened through shared faculty, cross-faculty teaching and research in order to gain maximum utilization of internal resources and knowledge.
- c. Periodically some external subject matter experts such as guest lecturers or alumni can be engaged for strategic advice and bringing in skills which are not available internally.
- d. Faculty and staff should be encouraged to do courses on innovation, entrepreneurship management and venture development.
- e. In order to attract and retain right people, institute should develop academic and non-academic



incentives and reward mechanisms for all staff and stakeholders that actively contribute and support entrepreneurship agenda and activities.

- i. The reward system for the staff may include sabbaticals, office and lab space for entrepreneurial activities, reduced teaching loads, awards, trainings, etc.
- ii. The recognition of the stakeholders may include offering use of facilities and services, strategy for shared risk, as guest teachers, fellowships, associateships, etc.
- iii. A performance matrix should be developed and used for evaluation of annual performance.

6. Creating Innovation Pipeline and Pathways for Entrepreneurs at Institute Level

- a. To ensure exposure of maximum students to innovation and pre incubation activities at their early stage and to support the pathway from ideation to innovation to market, mechanisms should be devised at institution level.
 - i. Spreading awareness among students, faculty and staff about the value of entrepreneurship and its role in career development or employability should be a part of the institutional entrepreneurial agenda.
 - ii. Students/ staff should be taught that innovation (technology, process or business innovation) is a mechanism to solve the problems of the society and consumers. Entrepreneurs should innovate with focus on the market niche.
 - iii. Students should be encouraged to develop entrepreneurial mindset through experiential learning by exposing them to training in cognitive skills (e.g. design thinking, critical thinking, etc.), by inviting first generation local entrepreneurs or experts to address young minds. Initiatives like idea and innovation competitions, hackathons, workshops, bootcamps, seminars, conferences, exhibitions, mentoring by academic and industry personnel, throwing real life challenges, awards and recognition should be routinely organized.
 - iv. To prepare the students for creating the start up through the education, integration of education activities with enterprise-related activities should be done.
- b. The institute should link their start ups and companies with wider entrepreneurial ecosystem and by providing support to students who show potential, in pre-startup phase. Connecting student entrepreneurs with real life entrepreneurs will help the students in understanding real challenges which may be faced by them while going through the innovation funnel and will increase the probability of success.
- c. The institute should establish Institution's Innovation Councils (IICs) as per the guidelines of MHRD's Innovation Cell and allocate appropriate budget for its activities. IICs should guide institutions in conducting various activities related to innovation, startup and entrepreneurship development. Collective and concentrated efforts should be undertaken to identify, scout, acknowledge, support and reward proven student ideas and innovations and to further facilitate their entrepreneurial journey.



- d. For strengthening the innovation funnel of the institute, access to financing must be opened for the potential entrepreneurs.
 - i. Networking events must be organized to create a platform for the budding entrepreneurs to meet investors and pitch their ideas.
 - ii. Provide business incubation facilities: premises at subsidised cost. Laboratories, research facilities, IT services, training, mentoring, etc. should be accessible to the new startups.
 - iii. A culture needs to be promoted to understand that money is not FREE and is risk capital. The entrepreneur must utilize these funds and return. While funding is taking risk on the entrepreneur, it is an obligation of the entrepreneur to make every effort possible to prove that the funding agency did right in funding him/ her.
- e. Institute must develop a ready reckoner of Innovation Tool Kit, which must be kept on the homepage on institute's website to answer the doubts and queries of the innovators and enlisting the facilities available at the institute.

7. Norms for Faculty Startups

- a. For better coordination of the entrepreneurial activities, norms for faculty to do startups should be created by the institutes. Only those technologies should be taken for faculty startups which originate from within the same institute.
 - i. Role of faculty may vary from being an owner/ direct promoter, mentor, consultant or as on-board member of the startup.
 - ii. Institutes should work on developing a policy on 'conflict of interests' to ensure that the regular duties of the faculty don't suffer owing to his/her involvement in the startup activities.
 - iii. Faculty startup may consist of faculty members alone or with students or with faculty of other institutes or with alumni or with other entrepreneurs.
- b. In case the faculty/ staff holds the executive or managerial position for more than three months in a startup, they will go on sabbatical/ leave without pay/ utilize existing leave.
- c. Faculty must clearly separate and distinguish on-going research at the institute from the work conducted at the startup/ company.
- d. In case of selection of a faculty start up by an outside national or international accelerator, a maximum leave (as sabbatical/ existing leave/ unpaid leave/ casual leave/ earned leave) of one semester/ year (or even more depending upon the decision of review committee constituted by the institute) may be permitted to the faculty.
- e. Faculty must not accept gifts from the startup.
- f. Faculty must not involve research staff or other staff of institute in activities at the startup and vice-versa.
- g. Human subject related research in startup should get clearance from ethics committee of the institution.



8. Pedagogy and Learning Interventions for Entrepreneurship Development

- a. Diversified approach should be adopted to produce desirable learning outcomes, which should include cross disciplinary learning using mentors, labs, case studies, games, etc. in place of traditional lecture-based delivery.
 - i. Student clubs/ bodies/ departments must be created for organizing competitions, bootcamps, workshops, awards, etc. These bodies should be involved in institutional strategy planning to ensure enhancement of the student's thinking and responding ability.
 - ii. Institutes should start annual 'INNOVATION & ENTREPRENEURSHIP AWARD' to recognize outstanding ideas, successful enterprises and contributors for promoting innovation and enterprises ecosystem within the institute.
 - iii. For creating awareness among the students, the teaching methods should include case studies on business failure and real-life experience reports by startups.
 - iv. Tolerating and encouraging failures: Our systems are not designed for tolerating and encouraging failure. Failures need to be elaborately discussed and debated to imbibe that failure is a part of life, thus helping in reducing the social stigma associated with it. Very importantly, this should be a part of institute's philosophy and culture.
 - v. Innovation champions should be nominated from within the students/ faculty/ staff for each department/ stream of study.
- b. Entrepreneurship education should be imparted to students at curricular/ co-curricular/ extra-curricular level through elective/ short term or long-term courses on innovation, entrepreneurship and venture development. Validated learning outcomes should be made available to the students.
 - i. Integration of expertise of the external stakeholders should be done in the entrepreneurship education to evolve a culture of collaboration and engagement with external environment.
 - ii. In the beginning of every academic session, institute should conduct an induction program about the importance of I&E so that freshly inducted students are made aware about the entrepreneurial agenda of the institute and available support systems. Curriculum for the entrepreneurship education should be continuously updated based on entrepreneurship research outcomes. This should also include case studies on failures.
 - iii. Industry linkages should be leveraged for conducting research and survey on trends in technology, research, innovation, and market intelligence.
 - iv. Sensitization of students should be done for their understanding on expected learning outcomes.
 - v. Student innovators, startups, experts must be engaged in the dialogue process while developing the strategy so that it becomes need based.
 - vi. Customized teaching and training materials should be developed for startups.
 - vii. It must be noted that not everyone can become an entrepreneur. The entrepreneur is a leader, who



would convert an innovation successfully into a product, others may join the leader and work for the startup. It is important to understand that entrepreneurship is about risk taking. One must carefully evaluate whether a student is capable and willing to take risk.

- c. Pedagogical changes need to be done to ensure that maximum number of student projects and innovations are based around real life challenges. Learning interventions developed by the institutes for inculcating entrepreneurial culture should be constantly reviewed and updated.

9. Collaboration, Co-creation, Business Relationships and Knowledge Exchange

- a. Stakeholder engagement should be given prime importance in the entrepreneurial agenda of the institute. Institutes should find potential partners, resource organizations, micro, small and medium-sized enterprises (MSMEs), social enterprises, schools, alumni, professional bodies and entrepreneurs to support entrepreneurship and co-design the programs.
 - i. To encourage co-creation, bi-directional flow/ exchange of knowledge and people should be ensured between institutes such as incubators, science parks, etc.
 - ii. Institute should organize networking events for better engagement of collaborators and should open up the opportunities for staff, faculty and students to allow constant flow of ideas and knowledge through meetings, workshops, space for collaboration, lectures, etc.
 - iii. Mechanism should be developed by the institute to capitalize on the knowledge gained through these collaborations.
 - iv. Care must be taken to ensure that events DON'T BECOME an end goal. First focus of the incubator should be to create successful ventures.
- b. The institute should develop policy and guidelines for forming and managing the relationships with external stakeholders including private industries.
- c. Knowledge exchange through collaboration and partnership should be made a part of institutional policy and institutes must provide support mechanisms and guidance for creating, managing and coordinating these relationships.
 - i. Through formal and informal mechanisms such as internships, teaching and research exchange programmes, clubs, social gatherings, etc., faculty, staff and students of the institutes should be given the opportunities to connect with their external environment.
 - ii. Connect of the institute with the external environment must be leveraged in form of absorbing information and experience from the external ecosystem into the institute's environment.
 - iii. Single Point of Contact (SPOC) mechanism should be created in the institute for the students, faculty, collaborators, partners and other stakeholders to ensure access to information.
 - iv. Mechanisms should be devised by the institutions to ensure maximum exploitation of entrepreneurial opportunities with industrial and commercial collaborators.



- v. Knowledge management should be done by the institute through development of innovation knowledge platform using inhouse Information & Communication Technology (ICT) capabilities.

10. Entrepreneurial Impact Assessment

- a. Impact assessment of institute's entrepreneurial initiatives such as pre-incubation, incubation, entrepreneurship education should be performed regularly using well defined evaluation parameters.
 - i. Monitoring and evaluation of knowledge exchange initiatives, engagement of all departments and faculty in the entrepreneurial teaching and learning should be assessed.
 - ii. Number of start ups created, support system provided at the institutional level and satisfaction of participants, new business relationships created by the institutes should be recorded and used for impact assessment.
 - iii. Impact should also be measured for the support system provided by the institute to the student entrepreneurs, faculty and staff for pre-incubation, incubation, IPR protection, industry linkages, exposure to entrepreneurial ecosystem, etc.
- b. Formulation of strategy and impact assessment should go hand in hand. The information on impact of the activities should be actively used while developing and reviewing the entrepreneurial strategy.
- c. Impact assessment for measuring the success should be in terms of sustainable social, financial and technological impact in the market. For innovations at pre-commercial stage, development of sustainable enterprise model is critical. COMMERCIAL success is the ONLY measure in long run.

Way Forward

Uniform and successful implementation of the 'National Innovation and Startup Policy 2019' for students and faculty of all the HEIs across the nation is the main objective. In order to achieve this, full-fledged support of education institutions will be important. The roadmap suggested through this document is 'broad guidelines' and if required, these institutions may develop their own comprehensive guidelines and policy on innovation and startups with greater details. The institutes are expected to make use of already available infrastructure as much as possible to achieve the implementation of suggestive measures.



Glossary

Accelerators	Startup Accelerators design programs in batches and transform promising business ideas into reality under the guidance of mentors and several other available resources.
Angel Fund	An angel investor is a wealthy individual who invests his or her personal capital and shares experiences, contacts, and mentors (as possible and required by the startup in exchange for equity in that startup). Angels are usually accredited investors. Since their funds are involved, they are equally desirous in making the startup successful.
Cash flow management	Cash flow management is the process of tracking how much money is coming into and going out of your business.
Co-Creation	Co-creation is the act of creating together. When applied in business, it can be used as is an economic strategy to develop new business models, products and services with customers, clients, trading partner or other parts of the same enterprise or venture.
Compulsory Equity	An equity share, commonly referred to as ordinary share also, represents the form of fractional or part ownership in which a shareholder, as a fractional owner, undertakes the maximum entrepreneurial risk associated with a business venture. The holders of such shares are members of the company and have voting rights.
Corporate Social Responsibility	Corporate social responsibility (CSR) is a self-regulating business model that helps a company be socially accountable – to itself, its stakeholders, and the public.
Cross-disciplinary	Cross-disciplinary practices refer to teaching, learning, and scholarship activities that cut across disciplinary boundaries.
Entrepreneurial culture	A culture/ society that enhance the exhibition of the attributes, values, beliefs and behaviors that are related to entrepreneurs.
Entrepreneurial Individuals	An Individual who has an entrepreneurial mindset and wants to make his/her idea successful.
Entrepreneurship education	Entrepreneurship education seeks to provide students with the knowledge, skills and motivation to encourage entrepreneurial success in a variety of settings.
Experiential learning	Experiential learning is the process of learning through experience, and is more specifically defined as learning through reflection on doing.
Financial management	Financial Management is the application of general principles of management to the financial possessions of an enterprise.
Hackathon	A hackathon is a design sprint-like event in which computer programmers and others involved in software development, including graphic designers, interface designers, project managers, and others, often including domain experts, collaborate intensively on software projects.
Host Institution	Host institutions refer to well-known technology, management and R&D institutions working for developing startups and contributing towards developing a favorable entrepreneurial ecosystem.
Incubation	Incubation is a unique and highly flexible combination of business development processes, infrastructure and people, designed to nurture and grow new and small businesses by supporting them through the early stages of development.
Intellectual Property Rights Licensing	A licensing is a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty).



Knowledge Exchange	Knowledge exchange is a process which brings together academic staff, users of research and wider groups and communities to exchange ideas, evidence and expertise.
Pedagogy and Experiential Learning	It refers to specific methods and teaching practices (as an academic subject or theoretical concept) which would be applied for students working on startups. The experiential learning method will be used for teaching 'startup related concepts and contents' to introduce a positive influence on the thought processes of students. Courses like 'business idea generation' and 'soft skills for startups' would demand experiential learning rather than traditional class room lecturing. Business cases and teaching cases will be used to discuss practical business situations that can help students to arrive at a decision while facing business dilemma(s). Field based interactions with prospective customers; support institutions will also form a part of the pedagogy which will orient the students as they acquire field knowledge.
Pre-incubation	It typically represents the process which works with entrepreneurs who are in the very early stages of setting up their company. Usually, entrepreneurs come into such programs with just an idea of early prototype of their product or service. Such companies can graduate into full-fledged incubation programs.
Prototype	A prototype is an early sample, model, or release of a product built to test a concept or process.
Science parks	A science park, also known as a research park, technology park or innovation centre, is a purpose-built cluster of office spaces, labs, workrooms and meeting areas designed to support research and development in science and technology.
Seed fund	Seed fund is a form of securities offering in which an investor invests capital in a startup company in exchange for an equity stake in the company.
Special Purpose Vehicle	Special purpose vehicle, also called a special purpose entity, is a subsidiary created by a parent company to isolate financial risk. Its legal status as a separate company makes its obligations secure even if the parent company goes bankrupt.
Startup	An entity that develops a business model based on either product innovation or service innovation and makes it scalable, replicable and self-reliant and as defined in Gazette Notification No. G.S.R. 127(E) dated February 19, 2019.
Technology Business Incubator	Technology Business incubator (TBI) is an entity, which helps technology-based startup businesses with all the necessary resources/support that the startup needs to evolve and grow into a mature business.
Technology Commercialization	Technology commercialization is the process of transitioning technologies from the research lab to the marketplace.
Technology licensing	Agreement whereby an owner of a technological intellectual property (the licensor) allows another party (the licensee) to use, modify, and/or resell that property in exchange for a compensation.
Technology management	Technology management is the integrated planning, design, optimization, operation and control of technological products, processes and services.
Venture Capital	It is the most well-known form of start up funding. Venture Capitalists (VCs) typically reserve additional capital for follow-up investment rounds. Another huge value that VCs provide is access to their networks for employees or clients for products or services of the startup.



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असाधारण

EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)

PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित

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(उद्योग संवर्धन एवं आंतरिक व्यापार विभाग)

अधिसूचना

नई दिल्ली, 19 फरवरी, 2019

सा.का.नि. 127(अ).—यह अधिसूचना राजपत्र अधिसूचना सं. जीएसआर 34(अ) दिनांक 16 जनवरी, 2019 द्वारा संशोधित राजपत्र अधिसूचना सं. जीएसआर 364 (अ) दिनांक 11 अप्रैल, 2018 के अधिक्रमण में जारी की जा रही है।

परिभाषा

1. इस अधिसूचना में -

(क) किसी एनटिटी को निम्नानुसार स्टार्टअप माना जाएगा:

- (i) निगमीकरण/पंजीकरण की तारीख से दस वर्ष की अवधि तक, यदि यह भारत में एक प्राइवेट लिमिटेड कंपनी (कंपनी अधिनियम, 2013 में यथा परिभाषित) के रूप में निगमित हो अथवा एक भागीदार फर्म (भागीदार अधिनियम 1932 की धारा 59 के तहत पंजीकृत) के रूप में पंजीकृत हो अथवा एक सीमित देयता भागीदारी (सीमित देयता भागीदारी अधिनियम, 2008 के तहत) के रूप में पंजीकृत हो।
- (ii) निगमीकरण/पंजीकरण के समय से किसी भी वित्तीय वर्ष में एनटिटी का कुल कारोबार सौ करोड़ रुपये से अधिक न हो।
- (iii) यदि यह उत्पादों या प्रक्रियाओं या सेवाओं के अभिनवीकरण, विकास या सुधार के संबंध में कार्य कर रही है अथवा यह रोजगार सृजन या धन सृजन की उच्च संभावना वाला एक स्केलेबल व्यावसायिक मॉडल है।

पहले से ही मौजूद किसी व्यवसाय के विभाजन या उसके पुनर्निर्माण के माध्यम से बनायी गयी किसी एनटिटी को 'स्टार्टअप' नहीं माना जाएगा।

स्पष्टीकरण -

किसी एनटिटी को उसके निगमीकरण/पंजीकरण की तिथि से दस वर्ष पूरे होने पर अथवा किसी विगत वर्ष में उसका कारोबार सौ करोड़ रुपए से अधिक होने पर स्टार्टअप नहीं माना जाएगा।

(ख) "अधिनियम" का तात्पर्य आयकर अधिनियम, 1961 है;

(ग) "बोर्ड" का आशय है अंतर-मंत्रालयी प्रमाणन बोर्ड जिसमें निम्नलिखित सदस्य शामिल होंगे:-

- (i) संयुक्त सचिव, उद्योग संवर्धन तथा आंतरिक व्यापार विभाग, संयोजक
- (ii) प्रतिनिधि, जैव प्रौद्योगिकी विभाग, सदस्य
- (iii) प्रतिनिधि, विज्ञान एवं प्रौद्योगिकी विभाग, सदस्य

(घ) "सीबीडीटी" का अर्थ केन्द्रीय राजस्व बोर्ड अधिनियम, 1963 (1963 का 54) के अंतर्गत गठित केन्द्रीय प्रत्यक्ष कर बोर्ड है;

(ङ) "सीमित देयता भागीदारी" का अर्थ सीमित देयता भागीदारी अधिनियम, 2008 की धारा 2 की उप-धारा (1) के खंड (ढ) में दिए गए अनुसार होगा;

(च) "भागीदारी कंपनी" का अर्थ भागीदारी अधिनियम, 1932 की धारा 59 के तहत पंजीकृत कंपनी है;

(छ) "प्राइवेट लिमिटेड कंपनी" का अर्थ कंपनी अधिनियम, 2013 की धारा 2 के खंड (68) में दिए गए अनुसार होगा;

(ज) "कारोबार" का अर्थ कंपनी अधिनियम, 2013 की धारा 2 के खंड (91) में दिए गए अनुसार होगा;

(झ) इस अधिसूचना में "प्रपत्रों" के सभी संदर्भों को इसके परिशिष्ट-1 में दिए गए प्रपत्रों के संदर्भ के रूप में माना जाएगा।

(ञ) "डीपीआईआईटी" का आशय है उद्योग संवर्धन तथा आंतरिक व्यापार विभाग।

मान्यता

2. स्टार्टअप के रूप में पात्र एनटिटी की मान्यता संबंधी प्रक्रिया निम्नानुसार होगी:

- (i) स्टार्टअप द्वारा डीपीआईआईटी द्वारा स्थापित मोबाइल ऐप अथवा पोर्टल पर ऑनलाइन आवेदन किया जाएगा;
- (ii) आवेदन के साथ निम्नलिखित प्रस्तुत करना आवश्यक होगा-
 - (क) यथा वांछित निगमीकरण अथवा पंजीकरण प्रमाण-पत्र की प्रति, और
 - (ख) व्यवसाय के स्वरूप का व्यौरा जिसमें यह प्रमुखता से दर्शाया होगा कि वह उत्पादों या प्रक्रियाओं या सेवाओं के अभिनवीकरण, विकास या सुधार या रोजगार सृजन या धन सृजन के सन्दर्भ में अपनी स्केलेबिलिटी की दिशा में किस प्रकार कार्य कर रहा है।
- (iii) डीपीआईआईटी ऐसे दस्तावेज अथवा सूचना मांगे जाने तथा जांच करने के बाद, जैसा भी उचित समझे-
 - (क) पात्र एनटिटी को स्टार्टअप के रूप में मान्यता दे सकता है अथवा
 - (ख) कारण बताते हुए आवेदन को निरस्त कर सकता है।

अधिनियम की धारा 80-आईएसी के प्रयोजन हेतु प्रमाणन

3. एक स्टार्टअप जो एक प्राइवेट लिमिटेड कम्पनी है अथवा एक सीमित दायित्व वाली भागीदारी में है, और अधिनियम की धारा 80-आईएसी के स्पष्टीकरण के उपखण्ड (i) तथा उपखण्ड (ii) में निर्धारित शर्तों को पूरा करता है, अधिनियम की धारा 80-आईएसी के प्रयोजन हेतु प्रमाण-पत्र प्राप्त करने के लिए प्रपत्र-1 में उसमें उल्लिखित दस्तावेजों सहित बोर्ड को आवेदन कर सकता है और बोर्ड संबंधित दस्तावेजों अथवा सूचना मंगाने और आवश्यक जांच के पश्चात, यथाउपयुक्त पाए जाने पर-

- (i) अधिनियम की धारा 80-आईएसी के स्पष्टीकरण के खण्ड (ii) के उपखण्ड (ग) के सन्दर्भ में प्रमाणपत्र जारी कर सकता है; अथवा
- (ii) कारण बताते हुए आवेदन रद्द कर सकता है

अधिनियम की धारा 56 की उपधारा (2) के खण्ड (viiख) के प्रयोजन के संदर्भ में छूट

4. एक स्टार्टअप अधिनियम की धारा 56 की उपधारा (2) के खण्ड (viiख) के परंतुक के खण्ड (ii) के तहत अधिसूचना और तदनुसार उस खण्ड के प्रावधानों से छूट के लिए पात्र होगा, यदि वह निम्नलिखित शर्तों को पूरा करता है:-

- i. पैरा 2(iii)(क) के तहत अथवा इस विषय पर किसी पूर्ववर्ती अधिसूचना के अनुसार डीपीआईआईटी द्वारा मान्यता प्राप्त हो
- ii. शेयर जारी करने अथवा जारी करने का प्रस्ताव, यदि कोई हो, करने के पश्चात स्टार्टअप की कुल प्रदत्त शेयर पूंजी और शेयर प्रीमियम की कुल राशि पच्चीस करोड़ रुपये से अधिक न हो,

बशर्ते कि प्रदत्त शेयर पूंजी की कुल राशि की गणना करते हुए, निम्नलिखित व्यक्तियों में से किसी को जारी किए गए शेयरों के संबंध में प्रदत्त शेयर पूंजी और शेयर प्रीमियम को पच्चीस करोड़ रुपये की राशि में शामिल नहीं किया जाएगा-

- (क) अनिवासी (नॉन रेजिडेंट); अथवा
- (ख) वेंचर कैपिटल कम्पनी अथवा वेंचर कैपिटल फंड;

इसके अलावा, बशर्ते कि ऐसे स्टार्टअप द्वारा किसी विनिर्दिष्ट कम्पनी को शेयर जारी करने अथवा जारी करने का प्रस्ताव करने से प्राप्त लाभ पर भी छूट दी जाएगी तथा इसे पच्चीस करोड़ रुपये की कुल प्रदत्त शेयर पूंजी और शेयर प्रीमियम की समस्त राशि की गणना में शामिल नहीं किया जाएगा।

(iii) उसके द्वारा निम्नलिखित परिसम्पत्तियों में से किसी में निवेश न किया गया हो-

- (क) स्टार्टअप द्वारा व्यवसाय के दौरान, स्टॉक करने के लिए अथवा किराए पर देने के लिए उपयोग करने के अलावा, किसी आवासीय मकान के रूप में भवन अथवा तत्संबंधी भूसंपत्ति;
- (ख) व्यवसाय के दौरान, स्टॉक करने के लिए अथवा किराए पर देने के लिए उपयोग करने अथवा अपने व्यवसाय हेतु स्टार्टअप द्वारा उसका इस्तेमाल करने के अलावा, किसी गैर-आवासीय मकान के रूप में भूमि अथवा भवन अथवा दोनों;
- (ग) ऋण अथवा अग्रिम, उन ऋणों अथवा अग्रिमों को छोड़कर जो स्टार्टअप द्वारा सामान्य व्यवसाय के लिए उपयोग किए गए हैं तथा जहां पर धन उधार देना, व्यवसाय का आवश्यक हिस्सा है;
- (घ) किसी अन्य एनटिटी के लिए किया गया पूंजीगत योगदान;

(ङ) शेयर और प्रतिभूतियां;

(च) स्टार्टअप द्वारा प्लाइंग, हायरिंग, लीजिंग अथवा स्टॉक के लिए सामान्य व्यवसाय में उपयोग किए जाने वाले वाहनों के अलावा कोई मोटर वाहन, हवाई जहाज, यॉट अथवा परिवहन का कोई अन्य साधन जिसकी वास्तविक लागत 10 लाख रुपये से अधिक हो;

(छ) स्टार्टअप द्वारा सामान्य व्यवसाय में स्टॉक के रूप में इस्तेमाल किए जाने वालों के अलावा, आभूषण;

(ज) कोई अन्य परिसम्पत्ति, चाहे वह पूंजीगत परिसम्पत्ति हो अथवा अन्य, जो अधिनियम की धारा 56 की उप-धारा (2) के खण्ड (vii) की व्याख्या के खण्ड (घ) के उपखण्ड (iv) से (ix) में उल्लिखित प्रकृति की हो।

बशर्ते स्टार्टअप नवीनतम वित्तीय वर्ष के अंत, जिसमें शेयर प्रीमियम पर जारी किए जाते हैं, से सात वर्ष की अवधि के लिए उप-खंड (क) से (छ) में निर्दिष्ट किसी भी संपत्ति में निवेश नहीं करेगा;

स्पष्टीकरण- इस अनुच्छेद के प्रयोजनों के लिए, -

- (i) "निर्दिष्ट कंपनी" का अर्थ है एक ऐसी कंपनी जिसके शेयरों का सामान्यतः भारतीय प्रतिभूति और विनियम बोर्ड (शेयरों और अधिग्रहणों का पर्याप्त अधिग्रहण) विनियम, 2011 के अर्थ के भीतर कारोबार किया जाता है और जिसकी वित्तीय वर्ष की अंतिम तारीख से पहले शुद्ध मूल्य पूर्ववर्ती वर्ष जिसमें सौ करोड़ रुपये से अधिक के शेयर जारी किए जाते हैं या पूर्ववर्ती वित्तीय वर्ष का टर्नओवर जिसमें दो सौ पचास करोड़ रुपये से अधिक के शेयर जारी किए जाते हैं।
- (ii) अधिनियम की धारा 56 की उप धारा (2) के खंड (vii ख) के विवेचन में दिए गए अर्थ के अनुसार "वेंचर कैपिटल कंपनी" और "वेंचर कैपिटल फंड" के समान अर्थ होंगे।

घोषणा

5. पैरा 4 (i) और पैरा 4 (ii) में उल्लिखित शर्तों को पूरा करने वाले स्टार्टअप द्वारा डीपीआईआईटी को प्रपत्र 2 में विधिवत हस्ताक्षरित घोषणा दर्ज करनी होगी कि यह पैरा 4 में उल्लिखित शर्तों को पूरा करता है। ऐसी घोषणा प्राप्त होने पर, डीपीआईआईटी इसे सीबीडीटी को भेजेगा।

कार्य-क्षेत्र

6. पैरा 4 में उल्लिखित अधिसूचना, स्टार्टअप द्वारा अपने निगमन की तारीख से जारी किए गए शेयरों की तिथियां कुछ भी होने के बावजूद लागू होगी, उन जारी किए गए शेयरों को छोड़कर जिनके संबंध में अधिसूचना के जारी होने की तारीख से पहले अधिनियम के तहत किए गए एक आकलन आदेश में अधिनियम की धारा 56 (2) (viiख) के तहत अतिरिक्त शेयरों को शामिल किया गया है।

7. पैरा 4 में संदर्भित अधिसूचना, स्टार्टअप पर अधिनियम की धारा 56(2)(viiख) के प्रावधान लागू होने के संदर्भ में लागू होंगी तथा इस अधिनियम के अन्य प्रावधानों के लागू होने के संदर्भ में कोई छूट नहीं मिलेगी।

निरसन

8.(1) यदि यह पाया जाता है कि पैरा 3 के संदर्भ में किसी भी प्रमाण-पत्र को गलत जानकारी के आधार पर प्राप्त किया गया है, तो बोर्ड के पास ऐसे प्रमाण-पत्र या अनुमोदन को निरस्त करने का अधिकार होगा।

(2) जहां उप-पैरा (1) के तहत प्रमाण-पत्र या अनुमोदन रद्द कर दिया गया है, ऐसे प्रमाण-पत्र या अनुमोदन को बोर्ड द्वारा कभी भी जारी या मंजूर नहीं किया गया माना जाएगा।

9. यदि स्टार्टअप जो प्रपत्र-2 में घोषणा करता है, उस नवीनतम वित्त वर्ष के अंत से 7 वर्ष के समाप्त होने से पहले पैरा 4(iii) में विनिर्दिष्ट किसी आस्ति में निवेश करता है जिसमें प्रीमियम पर शेयर जारी हुए हैं तो अधिनियम की धारा 56(2)(viiख) के तहत प्रदत्त छूट को पूर्व प्रभाव से वापस ले लिया जाएगा।

प्रभाव

10. यह अधिसूचना सरकारी राजपत्र में प्रकाशन की तिथि से प्रभावी होगी। सरकार द्वारा दिनांक 31.03.2021 को अथवा उससे पूर्व इस अधिसूचना की समीक्षा की जाएगी।

[फा.सं. 5(4)/2018-एसआई]

अनिल अग्रवाल, संयुक्त सचिव

परिशिष्ट-I**प्रपत्र -1**

आयकर अधिनियम, 1961 की धारा 80-आईएसी के प्रयोजनों हेतु प्रमाण-पत्र के लिए आवेदन

1. स्टार्टअप का नाम -
2. स्टार्टअप के निगमीकरण / पंजीकरण की तारीख-.....
3. निगमन संख्या/ पंजीकरण संख्या.....
4. पता और व्यापार स्थान -
5. व्यवसाय की प्रकृति
6. स्टार्टअप का संपर्क विवरण (फोन नंबर और ईमेल)-
7. स्थायी खाता संख्या -
8. मौजूदा / प्रस्तावित गतिविधियां -

(संगम ज्ञापन, एलएलपी / साझेदारी विलेख, बोर्ड संकल्प आदि की प्रति संलग्न करें)

घोषणा

मैं/ हम एतद्वारा प्रमाणित करता हूँ/ करते हैं कि मेरे/हमारे द्वारा दी गई उपरोक्त जानकारी सत्य है और कोई प्रासंगिक जानकारी छुपाई नहीं गई है।

कृते (स्टार्टअप का नाम)

(अधिकृत हस्ताक्षरकर्ता का नाम) पदनाम

स्थान: _____

दिनांक: _____

इस प्रपत्र के साथ निम्नलिखित दस्तावेज (यदि लागू हो) संलग्न किए जाएंगे -

1. पिछले तीन वित्तीय वर्ष के लिए स्टार्टअप के वार्षिक खाते
2. पिछले तीन वित्तीय वर्षों की आयकर रिटर्न की प्रतियां

प्रपत्र 2

आयकर अधिनियम, 1961 की धारा 56(2) (viiख) के तहत छूट के लिए स्टार्टअप द्वारा घोषणा

<कंपनी के लेटरहेड पर जारी किया जाए>

1. मैं,.....सुपुत्र/सुपुत्री..... स्थायी खाता संख्या (पैन)..... (कंपनी का नाम)..... का.....होने के नाते डीपीआईआईटी मान्यता संख्या..... तथा स्थायी खाता संख्या (पैन संख्या)..... एतद्वारा यह प्रमाणित करता हूँ तथा घोषणा करता हूँ कि

इस कंपनी ने नवीनतम वित्तीय वर्ष की समाप्ति से सात वर्ष की अवधि, जिसमें कंपनी द्वारा प्रीमियम पर शेयर जारी किए गए हैं, के लिए उद्योग संवर्धन तथा आंतरिक व्यापार विभाग, वाणिज्य एवं उद्योग मंत्रालय द्वारा जारी अधिसूचना संख्या दिनांक..... के पैरा 4(iii) में उल्लिखित परिसंपत्तियों में निवेश नहीं किया है तथा न ही करेगी।

2. मैं जानता हूँ कि उपर्युक्त के अनुपालन में विफल रहने पर दी गई छूट पूर्वप्रभाव से वापस ले ली जाएगी।

स्थान.....

दिनांक.....

* हस्ताक्षर:.....

नाम:.....

पदनाम:.....

*इस घोषणा पर आयकर अधिनियम की धारा 140 के तहत आयकर रिटर्न पर हस्ताक्षर करने के लिए प्राधिकृत व्यक्ति द्वारा हस्ताक्षर किए जाएंगे।

MINISTRY OF COMMERCE AND INDUSTRY

(Department for Promotion of Industry and Internal Trade)

NOTIFICATION

New Delhi, the 19th February, 2019

G.S.R. 127(E).— This notification is being issued in supersession of the Gazette Notification No. G.S.R. 364(E) dated April 11, 2018 as modified vide Gazette Notification No. G.S.R. 34 (E) dated January 16, 2019.

Definitions

1. In this notification,—

(a) An entity shall be considered as a Startup:

- i. Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India.
- ii. Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees.
- iii. Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.

Provided that an entity formed by splitting up or reconstruction of an existing business shall not be considered a 'Startup'.

Explanation-

An entity shall cease to be a Startup on completion of ten years from the date of its incorporation/ registration or if its turnover for any previous year exceeds one hundred crore rupees.

(b) "Act" means the Income-tax Act, 1961;

- (c) “Board” means the Inter-Ministerial Board of Certification comprising of the following members:
- (i) Joint Secretary, Department of Promotion of Industry and Internal Trade, Convener
 - (ii) Representative of Department of Biotechnology, Member
 - (iii) Representative of Department of Science & Technology, Member
- (d) “CBDT” means Central Board of Direct Taxes constituted under the Central Boards of Revenue Act, 1963 (54 of 1963);
- (e) “limited liability partnership” shall have the meaning as assigned to it in clause (n) of sub-section(1) of Section 2 of the Limited Liability Partnership Act, 2008;
- (f) “partnership firm” means a firm registered under section 59 of the Partnership Act, 1932;
- (g) “private limited company” shall have the meaning as assigned to it in clause (68) Section 2 of the Companies Act, 2013;
- (i) “turnover” shall have the meaning as assigned to it in clause (91) Section 2 of the Companies Act, 2013;
- (j) All references to “Forms” in this notification shall be construed as references to the forms set out in Appendix-I hereto;
 - (k) “DPIIT” means Department for Promotion of Industry and Internal Trade.

Recognition

2. The process of recognition of an eligible entity as startup shall be as under: —
- (i) A Startup shall make an online application over the mobile app or portal set up by the DPIIT.
 - (ii) The application shall be accompanied by—
 - (a) a copy of Certificate of Incorporation or Registration, as the case may be, and
 - (b) a write-up about the nature of business highlighting how it is working towards innovation, development or improvement of products or processes or services, or its scalability in terms of employment generation or wealth creation.
 - (iii) The DPIIT may, after calling for such documents or information and making such enquires, as it may deem fit, —
 - (a) recognise the eligible entity as Startup; or
 - (b) reject the application by providing reasons.

Certification for the purposes of section 80-IAC of the Act

3. A Startup being a private limited company or limited liability partnership, which fulfils the conditions specified in sub-clause (i) and sub-clause (ii) of the Explanation to section 80-IAC of the Act, may, for obtaining a certificate for the purposes of section 80-IAC of the Act, make an application in Form-I along with documents specified therein to the Board and the Board may, after calling for such documents or information and making such enquires, as it may deem fit, —
- (i) grant the certificate referred to in sub-clause (c) of clause (ii) of the Explanation to section 80-IAC of the Act; or
 - (ii) reject the application by providing reasons.

Exemption for the purpose of clause (viib) of sub-section (2) of section 56 of the Act

4. A Startup shall be eligible for notification under clause (ii) of the proviso to clause (viib) of sub-section (2) of section 56 of the Act and consequent exemption from the provisions of that clause, if it fulfils the following conditions:

- (i) it has been recognised by DPIIT under para 2(iii)(a) or as per any earlier notification on the subject
- (ii) aggregate amount of paid up share capital and share premium of the startup after issue or proposed issue of share, if any, does not exceed, twenty five crore rupees:

Provided that in computing the aggregate amount of paid up share capital, the amount of paid up share capital and share premium of twenty five crore rupees in respect of shares issued to any of the following persons shall not be included—

- (a) a non-resident; or
- (b) a venture capital company or a venture capital fund;

Provided further that considerations received by such startup for shares issued or proposed to be issued to a specified company shall also be exempt and shall not be included in computing the aggregate amount of paid up share capital and share premium of twenty five crore rupees.

iii) It has not invested in any of the following assets,—

- (a) building or land appurtenant thereto, being a residential house, other than that used by the Startup for the purposes of renting or held by it as stock-in-trade, in the ordinary course of business;
- (b) land or building, or both, not being a residential house, other than that occupied by the Startup for its business or used by it for purposes of renting or held by it as stock-in-trade, in the ordinary course of business;
- (c) loans and advances, other than loans or advances extended in the ordinary course of business by the Startup where the lending of money is substantial part of its business;
- (d) capital contribution made to any other entity;
- (e) shares and securities;
- (f) a motor vehicle, aircraft, yacht or any other mode of transport, the actual cost of which exceeds ten lakh rupees, other than that held by the Startup for the purpose of plying, hiring, leasing or as stock-in-trade, in the ordinary course of business;
- (g) jewellery other than that held by the Startup as stock-in-trade in the ordinary course of business;
- (h) any other asset, whether in the nature of capital asset or otherwise, of the nature specified in sub-clauses (iv) to (ix) of clause (d) of Explanation to clause (vii) of sub-section (2) of section 56 of the Act.

Provided the Startup shall not invest in any of the assets specified in sub-clauses (a) to (h) for the period of seven years from the end of the latest financial year in which shares are issued at premium;

Explanation.— For the purposes of this paragraph,-

- (i) “specified company” means a company whose shares are frequently traded within the meaning of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and whose net worth on the last date of financial year preceding the year in which shares are issued exceeds one hundred crore rupees or turnover for the financial year preceding the year in which shares are issued exceeds two hundred fifty crore rupees.

(ii) the expressions “venture capital company” and “venture capital fund” shall have the same meanings as respectively assigned to them in the explanation to clause (viib) of sub Section(2) of Section 56 of the Act.

Declaration

5. A startup fulfilling conditions mentioned in para 4 (i) and para 4 (ii) shall file duly signed declaration in Form 2 to DIPP that it fulfills the conditions mentioned in para 4. On receipt of such declaration, the DPIIT shall forward the same to the CBDT.

Scope

6. Notification referred in para 4 shall apply irrespective of the dates on which shares are issued by the Start up from the date of its incorporation, except for the shares issued in respect of which an addition under section 56(2)(viib) of the Act has been made in an assessment order made under the Act before the date of issue of the notification.

7. Notification referred to in para 4 shall be applicable only in respect of applicability of the provisions of section 56(2)(viib) of the Act to the Startup and shall not grant any exemption in respect of applicability of other provisions of the Act.

Revocation

8. (1) In case it is found that any certificate referred to para 3 has been obtained on the basis of false information, the Board reserves the right to revoke such certificate or approval.

(2) Where the certificate or approval has been revoked under sub-para (1), such certificate or approval shall be deemed never to have been issued or granted by the Board.

9. In case the Startup which has furnished declaration in Form-2 invests in any of the assets specified in para 4(iii) before the end of seven years from the end of the latest financial year in which the shares are issued at premium, the exemption provided under section 56(2)(viib) of the Act shall be revoked with retrospective effect.

Effect

10. This notification shall come into effect on the date of its publication in the Official Gazette. The Government will carry out a review of this notification on or before 31.03.2021.

[F. No. 5(4)/2018-SI]
ANIL AGRAWAL, Jt. Secy.

APPENDIX-I Form-1

Application for certificate for the purposes of section 80-IAC of the Income-tax Act, 1961

1. Name of the Startup -
2. Date of incorporation/ registration of Startup -
3. Incorporation No./ registration No.
4. Address and business location-
5. Nature of business
6. Contact details of Startup (Phone No. and Email)-
7. Permanent Account No.
8. Existing/ proposed activities -

(Enclose copy of Memorandum of Association, LLP/partnership Deed, Board Resolution etc.)

Declaration

I/ We hereby certify that the above information furnished by me is true and no relevant information has been concealed.

For (Name of the Startup)

(Name of the authorised signatory) Designation

Place: _____

Date: _____

This form shall be accompanied by the following documents (if applicable)-

1. Annual Accounts of the startup for the last three financial years
2. Copies of income-tax returns for the last three financial years

Form 2

Declaration by a Startup for exemption under Section 56(2)(viib) of the Income Tax Act, 1961

<To be issued on Company Letterhead>

I, _____ Son/ Daughter of _____ having Permanent Account Number (PAN) _____ in my capacity as _____ of _____ (Company's Name) _____ having DPIIT recognition number _____ and Permanent Account Number (PAN) _____ hereby certify and declare that the said company has not invested and shall not invest for a period of seven years from the end of the latest financial year in which shares are issued at premium by the said company in any of the assets specified in para 4(iii) of the notification number _____ dated _____ issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry.

2. I understand that failure to comply with the above declaration will result in revocation of exemption with retrospective effect.

Place: _____

Date: _____

*Signature:

Name: _____

Designation: _____

*This declaration is to be signed by a person who is authorised to verify the return of income under section 140 of the Act.



MIC

MHRD's Innovation Cell

All India Council for Technical Education

Nelson Mandela Marg, New Delhi-110 070

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TRIPURA GAZETTE

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Agartala, Wednesday, October 30, 2019 A. D., Kartika 8, 1941 S. E.

PART--I-- Orders and Notifications by the Government of Tripura,
The High Court, Government Treasury etc.

GOVERNMENT OF TRIPURA
DIRECTORATE OF INFORMATION TECHNOLOGY
IT Bhavan, ITI Road, Indranagar, Agartala – 799 006, Tripura.

F.No.17(24)/DIT/IT/2018/3932-50

Dated, Agartala, the 25th October, 2019.

NOTIFICATION

With a vision to create support eco-system for setting up of IT Start-up Industries in the State to encourage the youths of the State to become entrepreneur and to create employment avenues, the Governor is pleased to make the following scheme, namely:

1. Short Title of the Scheme:

The Scheme shall be called the Tripura IT/ITeS Start-up Scheme, 2019 (hereafter referred to as "IT Start-up Scheme 2019") for IT/ITeS industrial enterprises (hereafter referred to as "enterprises") to be set up in the State of Tripura.

2. Commencement and Duration:

Unless specifically mentioned against the respective items of incentives sanctioned under IT Start-up Scheme 2019, it shall come into effect from the date of its notification in the whole of Tripura and shall remain in force for a period of five years ending on the thirty-first day of March, 2024.

3. Definitions

3.1 Accelerator: Accelerator is an organization or program that enables rapid growth of new Start-ups by providing specific services like: mentoring, training, resources and networking to help Start-ups increase their customer base, generate more profits, prepare for funding and professionalize their organization.

3.2 Angel Investor: Angel Investor is (also known as business angel/informal investor) an individual or group of investors who invest in start-ups at an early commercialization stage in return of convertible debt/equity.

3.3 Commercialization Stage: Commercialization Stage refers to an integral stage in lifecycle of start-up wherein start-ups scale up their business and commercialize product/ services.

3.4 Fund Manager: Government shall appoint one or more fund managers for managing the Start-up Tripura Fund and also activities mentioned under this policy.

3.5 Government: Government means the Government of Tripura.

3.6 Incubator: An organization that creates Technology Business Incubation facility to provide space for the Startup Industries recognized by Central or State Government.

- 3.7 **Innovation:** The process of translating an idea or invention into a good or service that creates value for which customers will pay. Innovation involves deliberate application of information, imagination and initiative in deriving greater or different values from resources.
- 3.8 **Mentoring:** Mentoring is generally a pool of industry experts/ academicians that help start-ups by providing unbiased guidance, strategic support and thinking and help them build their network.
- 3.9 **Nodal Agency:** Nodal Agency shall mean reputed Government institutions as approved by the State Level Implementation Committee as Nodal Agencies for certifying Start-ups for all categories.
- 3.10 **Registered:** Registered refers to an entity registered with Registrar of Companies (RoC) of India.
- 3.11 **State supported Incubators:** means incubator(s) supported by Government of Tripura and/or Government of India.
- 3.12 **TBI:** a Technology Business Incubator (TBI) as recognized by Department of Science and Technology, Government of India.
- 3.13 **Venture Capital:** Venture Capital is the fund invested in start-up at commercialization stage upon critical appraisal of the project undertaken by venture capital companies. The capital is generally invested in return of equity shareholding.

4. Preamble

4.1 Tripura has several strengths to enable the growth of IT Industries. It has good network of Universities/Institutions, and every year, around 400 B.Tech/M.Tech students in Computer Science/IT are passing out from different Institutions in Tripura and around 1,000 candidates are undergoing various IT courses. These IT resources can be utilised effectively within the State.

4.2 A number of potential IT Star-up companies have innovative products/business ideas in IT Sector. The products/ideas may require minimum R&D process and marketing support to emerge as successful commercial products. Start-up companies can create huge employment opportunity for the IT Resources of the State.

4.3 Government of Tripura plans to create conducive environment for Start-ups in IT sector, empower Start-ups to grow through innovation and development, create an ICT ecosystem and enable its youth to pursue their dreams within the State. Realizing the high potential for IT/ITeS industry, Tripura will be promoted as one of the favourable destinations for high-tech industries including eCommerce and IT enabled platform for the targeted sectors like Handloom, Handicraft, Horticulture, Agro & Food Processing based industries, Civil Construction Industry, Healthcare/Life Sciences, Fisheries and Logistics etc. through setting up dedicated Industrial Clusters across geographical locations in the state. This industrial growth will result into the demand of Incubation, Plug & play facilities for young and budding entrepreneurs within the state.

5. Strengths of Tripura for IT Industries

- 5.1 Tripura is strategically located between Bangladesh and South East Asia.
- 5.2 Tripura is the only Power surplus state in NE, having uninterrupted power supply across the state. Surplus power generated is being supplied to Bangladesh and other states.
- 5.3 Power tariff in Tripura is low as compared to other major cities in India. Further, power tariff subsidy at the rate of 25% of the actual power charges is also available for IT/ITeS companies under Tripura IT Incentive Scheme 2017.

Power Tariff in Major Cities (Rs. /kWh)

	Tripura	Delhi	Hyderabad	Bengaluru	Guwahati	Pune
Commercial	6.18 to 7.25	7.25 to 8.00	7.50 to 10.00	7.75 to 8.75	7.90	6.09 to 12.97
Domestic	4.17 to 7.20	3.00 to 7.75	5.00 to 9.50	4.95 to 7.65	5.45 to 7.70	2.98 to 12.45

- 5.4 Tripura achieved first position in literacy with 94.65%, more than Kerala (93.91%) and jumped from 4th position in 2011 census (87.75%). The State has good network of schools and colleges spread across the State, including Central University, Engineering Colleges, Polytechnic Institutes and ITIs. Large companies like Infosys, WIPRO, IBM, L&T Infotech, Oracle, Samsung, Maruti etc. are recruiting manpower from Tripura.
- 5.5 Tripura has favorable climate condition. Maximum temp. is 33°C, hence cost for power consumption for cooling is much less compared to Chennai, Hyderabad, Delhi, Mumbai, Bengaluru etc.
- 5.6 Tripura offers an environment free from air pollution/water pollution.
- 5.7 Agartala has daily to-and-fro direct flights to major cities like Delhi, Bengaluru, Hyderabad, Chennai, Kolkata and Guwahati and the Airport is being upgraded to an International Airport by Ministry of Civil Aviation, Govt. of India. Rail link to all major cities in India via Guwahati. Direct buses to Kolkata via Bangladesh, Guwahati and Silchar ply regularly.
- 5.8 The state is especially attractive for foreign investment as it is close to Myanmar, the gateway to the ASEAN countries. South East Asia is one of the fastest growing potential markets. Proximity to the SAARC countries of Bhutan, Bangladesh and Nepal gives foreign investors the advantage of international trade through SAPTA (South Asian Preferential Trading Agreement).
- 5.9 With the vision to promote IT/ ITeS Industries in the state and to create employment avenues for the IT educated youths, the State government has introduced IT Policy & IT Incentive Scheme 2017. In IT incentive schemes

the State Govt. has given subsidy on fixed capital investment (30%), floor space rental (30% - 50%), power charges (25%), bandwidth cost (30%), certification charges (100%), EPF contribution (50% - 100%) etc.

- 5.10 The 3rd International Internet Gateway (IIG) at Agartala has been commissioned on 23rd March 2016 extending 10 Gbps International Internet Bandwidth expandable upto 40 Gbps from Cox Bazar, Bangladesh to Agartala. Broadband data of entire North-eastern region and occasionally internet traffic from Kolkata is being routed through Agartala International Internet Gateway.
- 5.11 Tripura is the most peaceful state in North-East India without any insurgency activity. People of various religions and communities reside in harmony. State Government is proactive and committed to extend all possible supports to the investors/entrepreneurs.
- 5.12 The Tripura Government has set up the ₹ 16 crore immigration and cargo handling facility under the erstwhile ASIDE (Assistance to States for Development of Export Infrastructure and Allied Activities) scheme of the Centre at Belonia, South Tripura. This will give immense boost to export oriented business in Tripura through Chittagong and Mogla Port of Bangladesh.

6. Objective of the Scheme

- 6.1 To make Tripura one of the top IT/ITeS start-up destinations in the North East by creating a culture of an entrepreneurship and Start-up ecosystem thereby transforming Tripura into a leading IT/ITeS Start-up Hub of North East by 2024.
- 6.2 To create enabling IT/ITeS environment and supporting eco-system that facilitates and sustain about 100 Start-ups in next five years in the State.
- 6.3 To provide appropriate ICT infrastructural support required to enable start-ups to set up and grow rapidly.
- 6.4 To strengthen the start-up culture in the State by fostering greater social acceptance and recognition of promising start-ups, through strategic investment, policy interventions and such other programmes.
- 6.5 To encourage and inspire the youth of Tripura to actively consider entrepreneurship as a career choice by including appropriate learning modules, developing relevant entrepreneurship development programs in vocational institutions, and supporting outreach programs, interactions with entrepreneurs, e-cells and entrepreneurship development centres across educational institutions in the State.
- 6.6 To encourage setting up of new IT/ITeS business incubators in the State in collaboration with private sector.

- 6.7 To continuously provide enabling mechanisms to start-ups, through training and skill development, capacity building, networking, access to knowledge & support services etc.
- 6.8 To create a strong institutional framework for effective implementation, monitoring and evaluation of this scheme.
- 6.9 To facilitate development of new and support expansion of existing Incubators/common infrastructure spaces.
- 6.10 To setup and provide a one stop comprehensive portal for start-ups to access financial support (SEBI registered- Alternate investment funds, Empanelled Angel Investor etc.), regulatory support, Network of mentors and Empanelled Project Management Consultants.
- 6.11 To encourage all major companies operating out of Tripura to include IT/ITeS skill and infrastructure development for Start-ups as an integral component of their CSR activities.
- 6.12 Growth of start-ups would be largely IT based sector-agnostic, it would be appropriate to give added focus to areas particularly suitable for Tripura.

7. Definition of a Start-up & Eligibility Criteria

7.1 Area of Coverage

The facilitation under this scheme is intended for only information technology/service-based start-ups, i.e. one that creates an information technology-based service or product or uses information technology for enhancing functionality or reach of an existing product or service.

7.2 Location

The start-up industries must be set-up in Tripura.

7.3 Partners/Owners of Start-up

Minimum 50% of the Partners/Owners of Start-up must be graduated within 4(four) years period or final year graduation student on the date of submission of the proposal.

7.4 Exclusions

A start-up in order to qualify as a start-up under this scheme should not have been formed by the demerger or reconstitution of a business already in existence.

8. Supports under IT/ITeS Start-up Scheme of Tripura

8.1 Physical and Software Infrastructure support

State of the art support infrastructure that will help entrepreneurs perform cutting edge research and come up with disruptive ideas. These facilities shall also be used for the global innovation meets, hackathons and youth festivals that Tripura will host.

- 8.1.1 The government will work with major internet players to provide 512 MBPS internet connection to all incubation facilities. These services will be upgradable on peak utilization of 75%.
- 8.1.2 The government shall allocate cloud space in its State Data Center (SDC) which will be connected to all government incubation facilities and can be used by start-ups. For first 3 (three) years, start-ups will get 100% subsidy.
- 8.1.3 In case of unavailability of required infrastructure in SDC, the Start-up may avail the facility from Meghraj or MeitY, GoI empanelled Cloud Service Providers (CSPs). Government will reimburse 100% of the charges in initial 3 (three) years.
- 8.1.4 Incubation Rental charges: Govt. will develop plug & play incubation facility for start-ups and will provide maximum 5(five) incubation seats per Start-up industry for initial 3 (three) years free of cost. Start-up may operate from the govt. developed incubation facility for further 1 (one) year on payment of 70% rental. In case, start-ups take space/incubation facility from private incubators, then Govt. will reimburse 100% space rental/ service charge for incubation facility to start-ups for 3 (three) years subject to the maximum 5(five) incubation seats. For 4th year Government will reimburse 70% of the space rental with a ceiling of Rs. 2 Lakh.
- 8.1.5 Several citizen databases are maintained by various department e.g. ePDS, eJami, eDistrict, eRoR etc. Start-up companies would be allowed to access the said databases through API or XML for authentication and other service to build their application.
- 8.1.6 Preferential Market Access: Access to e-Gov space. (i) No entry barrier in Govt tenders for pre-cleared products developed by Startups (ii) Direct purchase by Govt for innovative products cleared by Council.

8.2 Management Support

8.2.1 Program Management - Ease of doing Business

To reduce the time to set-up a business in Tripura. Single window clearance system is being implemented by the State Government under Ease of Doing Business (EoDB) initiative.

8.2.2 Assistance / Hand-holding

Start-up cell would be setup to provide necessary assistance to start-up industries.

Start-up portal shall be established, integrating the national start-up portal, investor organizations, trade organizations, regulatory environment, policies, programs, events and service providers.

State Government will liaise with Angel and Venture Capital investors to provide funding assistance to the incubated start-ups.

NASSCOM/TiE (Silicon Valley) would be tied up for promoting start-ups, providing mentorship and facilitating flow of angel investment and venture capital.

8.3 Incentives for start-ups

8.3.1 Patent Filing Cost reimbursement

The cost of filing and prosecution of patent application will be reimbursed to the incubated start-up companies subject to a limit of Rs. 2 lakh per Indian patent awarded. For awarded foreign patents on a single subject matter, upto Rs. 10 lakhs would be reimbursed. The reimbursement will be done in 2 stages, i.e., 50% after the patent is filed and the balance 50% after the patent is granted.

8.3.2 Internet Bandwidth cost subsidy

Start-up will get reimbursement 100% of band-width cost till the starting of commercial production with a maximum ceiling of Rs. 40,000 per year.

8.3.3 Reimbursement of Power Charges:

Start-up will get reimbursement of 100% of the actual Power Charges paid to the TSECL till the starting of commercial production or till 3 years whichever is earlier.

8.3.4 Support for POC

The Start-up need to demonstrate the POC (Proof of Concept) within three months. Once the POC is approved then the Start-up council will provide Subsidy upto 80% of the total cost of project but not exceeding Rs.10 Lakh. The Start-up council will review the progress on quarterly basis.

8.3.5 Marketing Development Support

Any entrepreneur who already has an innovative IT/ITeS product or a service which generates revenue but need the guidance & funding to scale-up business can apply for the scheme. The investor needs to provide the product road map and the revenue potential plan to the Start-up council. State Government will provide market development support through FICCI (Federation of Indian Chambers of Commerce and Industry), IITF (India International trade fare).

8.3.6 Recruitment Assistance

To promote Start-up industries, the government shall offer one time recruitment assistance of Rs. 30,000 per employee of IT background involved in the core area of the project. This assistance will be applicable for recruitment during the first year only and limited upto 5 employees per Start-up.

8.3.7 Assistance for Start-up Funding

The Government shall encourage banks and other financial institutions/Angel Investors/ to extend and enhance their lending facilities to Start-ups and set up dedicated desks for Start-ups in select branches for easy funding for commercialization and business expansion. The Government shall also encourage Angel Investors Network and various seed capital funding agencies to forge strategic partnership with industry/Start-up associations in the State.

8.4 Capacity Building

Inculcating the habit and embedding the idea of innovation among all the citizens in every aspect of economic activity is essential for promoting the culture of innovation in the people. This can be achieved through strong educational support to bring out innovators and technopreneurs among the youth. The Government would work with universities, educational institutions and the industry to provide pre-trained manpower in emerging technologies and to foster a culture of entrepreneurship.

8.5 Update Syllabus

The Universities will be advised to change the course curriculum to be in tune with the emerging technologies and align to the requirements of the Industry, and to introduce courses in entrepreneurship development through incubators. Industry experts may be leveraged to teach courses at incubators and students who are interested may elect these courses.

8.6 Elective Subjects

The evaluation provided by approved industry experts may be sent by the incubator to colleges / university for inclusion in the electives that students can learn as part of the degree course.

8.7 IT & Entrepreneurship @ College level

All Universities in Tripura may give 5% grace marks and 20% attendance every semester for student start-ups teams, which have at least one woman as a cofounder. Students may be permitted to undertake their Industrial Seminar, Project Seminar and Industrial Visit at Technology Business Incubators where additional facilities are being setup. Student Entrepreneurs working on a start-

up idea from first year of college may be permitted to convert their start-up project as their final year project towards degree completion. Mentors assigned by Incubators may be allowed to conduct Viva Voce. Project Reports certified by the Incubators may be sent back to the respective colleges for forwarding to the university.

9. Good Governance and State Level Support

The scheme shall enable proper implementation and smooth functioning of all the provisions to facilitate the Start-ups. The scheme shall be governed by a 2-tier governance structure:

- a. Start-up-council / State Level Implementation Committee
- b. Task Force and review mechanism
- c. Advisory Board

9.1 State Level Start-up Council

To foster innovation in the State, a Start-up council shall be set up. The council shall be responsible to drive innovation, advise prospective Start-ups and guide the innovation eco-system. The council, based on the requirement, may form sub-committees to work in specific areas.

A start-up fund shall be introduced in the state budget. The Start-up Council shall work out a detailed innovation policy operational guideline. The council shall review the progress and make modifications / review on an annual basis.

The council shall have the following members:

1. Secretary (IT) – Chairman
2. Secretary (Finance)- Member
3. Secretary (Industries & Commerce) – Member
4. Secretary (Higher Education) – Member
5. Director (IT) – Member
6. Four Members - from stakeholder including representatives from industry, academia, incubators and Apex Industry Associations, regional Industry Associations, University, training and development institutions etc.

The council shall perform the following functions including but not limited to:

- A. Approval of Nodal Agencies
- B. Empanelment of Mentor Institution / Incubators / Industry House
- C. Monitor performance through periodic review
- D. Selection of seed fund/venture fund managers and review of performance
- E. Revisit the policy document and suggest modifications from time-to-time
- F. Approval of Start-ups

9.2 Task Force and Review Mechanism

- 9.2.1 A task force chaired by Secretary (IT) shall be set up at the State level to monitor disbursement of fiscal incentives proposed in the scheme.
- 9.2.2 The members of the task force shall have representatives from stakeholder agencies, institutions, representatives from industry, academia, incubators and Apex Industry Associations, regional Industry Associations, training and development institutions etc. Need based members shall be co-opted as and when required.
- 9.2.3 Specific Performance Indicators (PIs) shall be defined for monitoring the policy objectives. An online system to track the progress on policy objectives in real time will be built, ensuring transparency and accountability in the process of target monitoring and reporting.
- 9.2.4 The Task Force shall periodically review the implementation process and report the progress to State Level Implementation Committee on a periodic basis.
- 9.2.5 The Task Force shall also revisit the policy document from time to time to review and suggest recommendations to the State Level Implementation Committee to realign it as per the changing needs of the Start-up business community.

9.3 Advisory Board

An advisory board will be constituted with the members from institutes like NISG, NIT-Agartala, Tripura Central University, TIT-Narshingar and ICFAI University etc. The Advisory Board will provide necessary guidance to the Start-ups and also provide technical inputs to the Start-up industries.

10 Transition from IT/ITeS Start-up Scheme to IT/ITeS Incentive Scheme:

Once the Start-up company starts commercial production/commercial use of the products, Government will arrange for smooth transition from IT Start-up Scheme to IT Incentive Scheme for the purpose of availing incentives.

11 Miscellaneous

- 11.1 The Scheme will be implemented through Tripura State Computerisation Agency-a society under Directorate of IT, Govt. of Tripura.
- 11.2 A corpus fund will be created under Tripura State Computerisation Agency for smooth implementation of the scheme. Directorate of IT will arrange for adequate budgetary provision for the same to begin with.

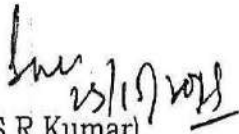
12 General Terms and Condition

- 12.1 Doubts relating to interpretation of any term and/or dispute relating to the operation of any provision under this policy shall have to be referred to the TSCA for clarification / resolution and the decision of Government in this regard shall be final and binding on all concerned.

12.2 No right or claim for any incentive under this scheme shall be deemed to have been conferred merely on the ground of provision in this policy. Implementation of various provisions covering the incentives, concessions, etc. will be subject to the issue of detailed guidelines/statutory notifications, wherever necessary in respect of each item by the concerned Administrative Department.

12.3 The Government may at any time amend any provision of this scheme.

By order of the Governor


(S R Kumar)
Principal Secretary
Govt. of Tripura.