



COEP TECHNOLOGICAL UNIVERSITY, PUNE

(A Unitary Public University of Govt. of Maharashtra)

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No. COEPTECH/Registrar_Off./Notification/Rules_Board-RIIL/ 2158

Date: June 19, 2023

Notification

The Board of Research, Innovation, Incubation and Linkages (RIIL) in its 1st Meeting held on May 25th, 2023, has discussed, and finalized the revised Rules and Regulations of Sponsored Research Projects, Testing, Certification, Industrial Consultancy, Continuing Education Programs (CEP), IPRs, Post Graduate Diploma Programs and Start Up Policies of COEP Technological University. Further, the Board of Governance (BoG) in its 4th meeting held on June 03, 2023, has approved the revised rules proposed by Board of RIIL. The copy attached herewith is notified for application with immediate effect.

(Dr. D. N. Sonawane)

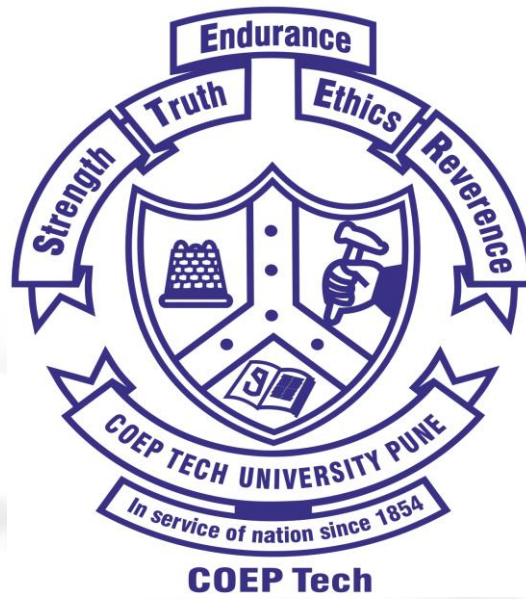
Registrar **Registrar**

COEP Technological University (COEP Tech)
Pune-411005

Copy to:-

1. HODs, Deans, Directors of Various Board, and All functionaries of COEP Tech University.
2. Faculty of COEP Tech University.
3. Staff of COEP Tech University.
4. Helpdesk to upload on website.





Rules and Regulations Handbook

for

Sponsored project, Consultancy project, Continuing Education Program,
Memorandum of Understanding, Intellectual Property Rights, Post Graduate Diploma
Start Up Policy

(Ref: COEPTech/Notification/2158 dtd 19June 2023)

Board of Research | Innovation | Incubation | Linkages

COEP Technological University

A Unitary Public University of Government of Maharashtra
(formerly College of Engineering Pune)

Wellesley Road, Shivajinagar, Pune 411 005, Maharashtra, India

www.coep.org.in

About COEP

COEP is the third oldest engineering University in Asia. Today, a lot has changed on campus – the boiler, for instance, has retired – but the buildings constructed during the reign of Queen Victoria still watch over thousands of new engineers. COEP's origins can be traced back to 1823 when the British government decided to give Indians an opportunity to train in civil works. By July 1854, the initiative had evolved into the Poona Engineering Class and Mechanical School, located in Bhawani Peth, comprising three houses as classrooms and a separate accommodation for the principal. The school aimed to educate junior officers of the Public Works Department. It would be 11 years before the University would get one of its most important heads, Theodore Cooke. He held office for 28 years and oversaw the growth of the college, including the laying of the foundation stone by Governor Bartie Frere in 1865 and the shift to the new buildings in 1868. The main building, designed by W S Howard, is a heritage site. At this time, the college was affiliated to the University of Bombay and had separate facilities for students who had passed matriculation. In 1879, the ambit of the college was expanded to include classes in Agriculture and Forest and the name, accordingly, was changed to College of Science. It was only in 1911 that another renaming would take place and the city would get the College of Engineering Poona. The affiliation was transferred from Bombay to the University of Pune. This was also the first Institute to be granted an Autonomous status by Govt Of Maharashtra.

College of Engineering has been granted status of a unitary public university of Govt of Maharashtra in accordance to MAHARASHTRA ACT No. XXXV of 2022 dtd 10 May 2022. Now it is rechristened as **COEP Technological University Pune**. As part of the Act, the Board of Research, Innovation, Incubation and Linkages (RIIL) consist of the members namely (a) the Vice-Chancellor - Chairperson ; (b) all Deans of schools ; (c) eminent industrialists, senior industry personnel from manufacturing, information and communication technology, bio-sciences and technology, environmental sciences, agro-industries, management, service industries, science and technology parks, research parks and incubation centers and others ; (d) one Chief Finance officer or equivalent officer from the industry, corporate or bank; (e) two teachers from University departments; (f) two persons from Research and Development Organizations, (g) two illustrious alumni who are successful entrepreneurs; (h) Commissioner, Directorate of Skill Development, Department of Skill Development and Entrepreneurship, Government of Maharashtra or his nominee and (i) Director, (RIIL), Member-Secretary.

Preamble

COEP Tech has always strived to develop itself into an institution of excellence in education, research, innovation, and incubation keeping in mind the contemporary and future needs of India in engineering and technology. While offering formal Undergraduate, Post-graduate and PhD Programs, the University actively encourages its faculty and other academic staff to undertake sponsored research, consultancy projects, Continuum Education Program, Collaboration with outside agencies in India and abroad, promote innovation, incubation, and entrepreneurship ecosystem of the university. Considering changing economic scenario, the University considers sponsored research and industrial consultancy projects as an important means of extending benefits of scientific research

work to society and a tool for contributing to the country's economic growth. Therefore, as matter of policy, the university encourages its faculty members to undertake research project, consultancy work, continuum Education programs, develop linkages with Industry/ reputed university for cross disciplinary collaboration.

Vision

To be a Value based Globally Recognized Institution ensuring Academic Excellence and fostering Research, Innovation and Entrepreneurial Attitude

Mission

- To be a student centric University imbining experiential, innovative and lifelong learning skills, addressing societal problems.
- To promote and undertake all-inclusive research and development.
- To inculcate entrepreneurial attitude and values amongst learners.
- To strengthen National and International, Industrial, and institutional collaborations for symbiotic relations.
- To mentor aspiring Institutions to unleash their potential towards nation building.

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DEFINITIONS / ABBREAVTIONS

University Tech / COEP

University / COEP Tech means “COEP Technological University Pune”

Department

All academic departments, academic centers and Finance will be covered by the word “department” for the purpose of these rules.

The V C

The Vice Chancellor of COEP Technological University Pune.

Director (RIIL)

Director of Research, Innovation, Incubation and Linkages of COEP Technological University Pune

Dean

Dean of School as identified by the University.

Head (HoD)

Head of the Department / Centre

Principal Investigator (PI)

A regular faculty member of the University who is responsible for handling the consultancy project. Authority and responsibility of submission of technical report to the external agency shall solely lie with P.I.

Co-investigator (Co PI)

Any other faculty member such as Emeritus Professor/ Professor of Practice and Adjunct faculty associated with the consultancy project along with PI from University. Co-PI shall assist P.I. for technical activities and not authorized to submit any technical report to an outside agency. If the Co-PI is a regular permanent faculty member, he/she may sign the report for submission.

Consultant

Any other reputed expert in the respective domain from outside the university who is invited for technical collaboration as part of the major project. The consultant shall be registered as a firm / company with regulatory agencies / Government establishment. Approval for appointment of consultant should be Director (RIIL).

Finance Department

Finance department of COEP Technological University Pune

R I I L

Board of Research, Innovation, Incubation and Linkages

1. CONSULTANCY PROJECTS

PREAMBLE

In the light of changing economic scenario, government policies and University priorities, the University considers consultancy projects as an important means for extending benefit of scientific research work at the University to the sponsoring agencies broadening the experience base of the University community and as a tool for contributing to the country's industrial and economic growth. Therefore, as a matter of policy, the University encourages its faculty members to undertake consultancy work as a measure of scientific/technical collaboration with outside agencies. Appropriate consultancy projects, in addition, for providing much needed service to the 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. Consultancy projects provide a first-hand knowledge of the current problems of industry, which is very helpful in tuning the curriculum to the national needs. The faculty members get an opportunity to apply their innovative ideas to practical situations. Furthermore, the consultancy work provides incentives to all categories of staff for their contribution. While the University encourages the faculty members to undertake consultancy projects, it is expected that the time spent by a faculty member on consultancy projects will not exceed one day per working week. The days will be counted as per the official calendar. Though university encourages consultancy work, the work to be undertaken must be technically challenging and will encourage many faculty members to participate.

1.1 PROJECT INITIATION AND MANAGEMENT

Each consultancy project will have a Principal Investigator (PI) who will be a regular faculty member in the service of the University, domain expert in the assignment area, and who will be responsible for-

- a) Formulating the project proposal which may include.
- b) Planning of the work to be done.
- c) Estimating costs according to the guidelines provided
- d) If necessary, identifying other Investigators, who shall also be faculty member/s in the service of the institute.
- e) In the case of joint work, the other investigators may be from other departments / organizations of the University with due approval.
- f) Co- ordination and execution of work,
- g) Handling all communications with the clients.
- h) Writing intermediate and final reports according to the project proposal.
- i) Making recommendations to the Director (RIIL) regarding expenditure from the Project and remuneration to be paid to faculty, staff, and students.
- j) Payment of appropriate expenses and remuneration.
- k) Payment of appropriate taxes and record of receipts.
- l) Preparation of the memorandum of Understanding (MoU) or Agreement and getting it

signed by appropriate signatories (**Annexure 2.1**).

m) It is mandatory to follow sequence of steps while completing formality (**Annexure-1.1**)

1.2 APPOINTMENT OF PRINCIPAL INVESTIGATOR (PI)

The client (sponsoring organization which gives the consultancy) usually approaches the University for Consultancy work through a faculty member or a functionary of the University [i.e. Head of the Department/ Director (RIIL)]. PI would be identified by the concerned HOD / Director (RIIL). If consultancy assignment (which is of generic nature) is less than Rs 10 lacs wherein most faculty can contribute, such assignment should be distributed proportionately / turn by turn to all interested faculty so that no one should be burdened with similar assignments. In case several consultancy assignments are coming in the name of a few specific faculty, HoDs are advised to involve other interested faculty. Such specific assignments should be assigned and monitored by the HoD and this development should be informed to RIIL.

- 1.2.1. The P.I. who is a regular faculty and due to retire from university service will identify a new PI for the Consultancy Project at least three months before his/her retirement. The new PI should agree to become PI and give an undertaking to complete the project in the remaining funds and period to the Director (RIIL) through the HOD. In case a new Principal Investigator is not appointed by the retiring Principal Investigator, as per guidelines in force, the University may act as it may deem fit, which may include appointment of a new Principal Investigator and /or termination of the project and/or any other action which it may deem fit.
- 1.2.2 The Emeritus Professors / Professor Practice and Adjunct faculty can only be appointed / nominated as Co-PI and not the Principal Investigator.
- 1.2.3 Normally, the agreed charges of the projects are to be deposited by the client, in full, before the work commences. However, this stipulation is negotiable. In cases where the work is to be started with only partial cost deposited in advance, the arrangement of subsequent receipt of funds from the client must be clearly spelt out in the advance and approved by the Director (RIIL).
- 1.2.4 The P.I. is solely responsible for legal, administrative, and financial matters in this regard.
- 1.2.5 The expenses incurred if any after or during the consultancy work assignments will have to be borne either P.I. only.

1.3 COLLABORATION WITH OUTSIDE ORGANIZATIONS

If collaboration with outside organizations/ institutions or subcontracting a part of the project is envisaged, the nature, scope and financial budget of the proposed arrangements will have to be clearly specified in the project proposal at the time of submitting the proposal for approval. Subcontracting of work will be done as per the convenience of PI after approval by the concerned HoD and Director (RIIL).

1.4 BUDGETARY NORMS FOR PROJECT

1.4.1 Type of expenditures

The total agreed charges for a consultancy project will consist of the University Overheads charges (as per university rules), actual expenses and the remuneration to be distributed to the faculty/staff etc. The GST should be over and above the cost of the project. The actual expenses should cover the following costs related to the project:

- a) Permanent equipment to be procured/ fabrication of equipment or models.
- b) Consumable materials.
- c) Travel expenses in connection with the project work
- d) Computational or specialized testing and other charges the Principal Investigator must pay to the University or any other outside agency during the execution of the work.
- e) Charges, if any, to be paid for the use of specific equipment available in other Departments or central facilities outside the university.
- f) Contingency expenses to cover cost of supplies, preparation of report, typing, word processing, drawing, drafting, stationary, reproduction, literature (books, journals, membership fees for professional societies), postage, courier, and telephone (including mobile/calls on residence phone), advertisement, entertainment expenses, cost of insurance of personnel/ equipment being used for the project, etc.
- g) Expenses for work to be carried out on payment basis, remuneration to student assistants.
- h) Any other costs considered appropriate.

Estimates for the above expenses should be carefully prepared by the Principal Investigator keeping in mind the market rates for equipment, material, and services to be procured from the market and the time required for the project. It is normally expected that the time spent by the faculty member on consultancy project will not exceed one day per week. The norms laid down by the University from time to time for salaries of staff and purchase procedures should be kept in mind while preparing the budget estimate for the client and the consultancy fee to be charged accordingly.

1.5 TAXES

While preparing the proposal, provision of prevailing GST taxes, as applicable, shall be made over and above the total contract amount. If any project involves consultancy and testing both, GST will be charged for the full amount of the contract. It is the responsibility of PI to see that GST is paid.

1.6 CONSULTANCY FEE

There are no rigid norms for calculating the Consultation Fee. However, the Government prevailing rules for third party inspection should be followed for Govt funded project. Whereas, for Industry related projects, it depends upon several factors such as time spent, importance of the advice and the experience of faculty, etc. While estimating the Consultancy Fee chargeable to the client, the Principal Investigator should keep in mind that only part of the total fee is available for distribution

amongst the faculty, staff and students after meeting the expenses and University overhead charges. Remuneration will be paid to the faculty/ staff as per norms and on the recommendation of the Principal Investigator. At departmental level, consultancy charges in the form of fixed amount/certain percentage of work may be worked out for definite type of work.

A minimum charges 1% of the estimated cost of the project component for third party audit work and 0.5% of the estimated cost of the project component for the vetting of the project, minimum Rs 10,000/- is applicable.

1.7 COMPLETION / CLOSURE OF PROJECT

- a. The distribution of Consultancy fee should be completed within three months from the closure of the project.
- b. For ongoing project, a part distribution of consultancy fee may be permitted subject to the condition that the total distribution does not exceed 50% of the estimated distribution amount and that the amount of distribution is commensurate with the work completed.
- c. A project is normally expected to be closed soon after the date of completion as stipulated in the original Project proposal, unless extension has been sought and granted by appropriate authorities. For all the projects which are not closed by the PI as expected, the HOD with approval from Director (RIIL) office will take action for project closure at the end of the financial year in which the stipulated date of completion falls. The unspent balance in such cases will be transferred to the University account after due notice to the PI and approval of Director (RIIL). The reason will be ascertained by the committee appointed by RIIL.
- d. In case the PI leaves the project unfinished/incomplete, an appropriate action should be initiated by HOD in consultation with Director (RIIL). The action can be debarring the P.I. hence forth for taking any consultancy assignments.
- e. All stock registers pertaining to projects will be deposited in the departmental office when the concerned projects are completed and closed.
- f. All consultancy completion reports shall be signed by the Principal Investigator. Consultancy report shall carry cross reference of consultancy number (given by RIIL) while mentioning outward number of the respective Department. For example, **Civil/ CW/ Dept outward no..... dtd. dd-mm-yy.**

1.8 OTHER REQUIREMENTS

- a. A retiring / retired technical staff member may be paid remuneration /honorarium out of the consultancy projects during the year or in the previous years.
- b. In case a consultancy project involves testing of samples which are to be done by the

investigator and not supplied by the sponsor, it will be necessary that at least one of the Investigators should be present at the time of drawing samples, so that authenticity of the samples and sampling process is ensured.

1.9 LIMITATIONS

It is expected that the University will accept only those Consultancy projects, which provide challenges befitting professional and academic competence of the faculty members.

1.10 LIABILITY

In case any legal dispute arises between the Investigators (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 = (total amount charged for the project) – (expenditure/liabilities on the project including university share). The same must be a part of the contract or MoU.

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 project, or at the end of the project. This amount will not include the remuneration paid to the Investigator/(s) and staff of the university. The expenditure on this account may be charged to the IRG Head of account. 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. The cost of the legal dispute, if any will be to the P.I.'s account.

1.11 DISAGREEMENTS/DISPUTES

- a) Any disagreement within the University and concerned party arising at any stage of a Consultancy project will be resolved in consultation with concerned HoD and the Director (RIIL) to ensure an expeditious removal of bottlenecks and smooth functioning of the project.
- b) In case of any dispute arising at any stage of consultancy project between Investigator (s) and the sponsor(s), the investigator(s) shall be responsible for settlement of the dispute. If university authority observes any possible damage to the very reputation of the university, then the university shall execute appropriate action to stop future consultancy assignment of that P.I and initiate further disciplinary action based on the type and diversity of the dispute.
- c) All legal action will be subject to jurisdiction at Civil courts at Pune/High Court at Mumbai.

1.12 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 and liabilities of the parties or other

matters specified there in or with reference to anything arising out of the Consultancy or otherwise in relation to the terms, whether during the Consultancy or thereafter, such disputes or differences shall be endeavored to be resolved by mutual negotiations, between investigator(s) and said party. If, however, such negotiations are in-fructuous, the dispute should be finally settled through the Arbitration and Conciliation Act 1996 by three arbitrators appointed in accordance with the said Act the arbitrators shall give reasoned and speaking award. In case of any dispute arising, the decision of the Vice Chancellor, COEP Tech will be final and binding on the both parties.

1.13 PUBLICATIONS OF RESULTS

PI will have the right to publish the work carried out by him unless the sponsors have an agreement under which their prior permission is required. Such an agreement may be done prior by both the parties concerned.

1.14 IPR PROTECTION

The work which can result into potential IPR and proceedings, thereafter, shall be the right of university unless otherwise mutually agreed by the sponsors by way of MoU. The work can be registered in the individual's name; however, rights would be reserved with the university.

1.15 SELECTION PROCEDURE FOR RECRUITMENT OF RESEARCH ASSISTANT/ PROJECT STAFF / DOMAIN EXPERTIZE

Normally, the selection procedure outlined in *Annexure 2.2* will be followed for recruiting research assistants (JRSF/ISRF/RA etc) under consultancy / Sponsored project.

1.16 CONSULTANCY PROJECT

A request received from the industry / Government organization for carrying out an investigation / research / design referred by our side agencies for providing a solution to a problem is termed as a consultancy project.

1.16.1 Department Consultancy Project

A project to be taken up as a Departmental Consultancy Project by the concerned department. Further, a project referred to an individual faculty member may also be taken up as Departmental Consultancy Project at the request of the faculty member. Normally, Consultancy Project involving multi-disciplinary/ inter departmental inputs or requiring use of extensive university facilities, likewise projects which are expected to run for one year period may be considered by a department to be taken up as *Departmental Consultancy Project*. A Departmental Consultancy Project will have at least two investigators drawn from one or more departments.

1.16.2 Individual Consultancy Project

All Consultancy Projects taken up by a faculty member on behalf of Department / University will be treated as Individual Consultancy Project.

1.16.3 Type-I Consultancy Project

Consultancy Projects which do not require laboratory facilities of the Departments / University will be classified as Type-I Consultancy Project.

1.16.4 Type-II Consultancy Project

Consultancy Projects involving use of laboratory facilities of the Departments / University will be classified as Type-II Consultancy Project. Such project will cover testing, measurements, calibration of equipment/ instruments, testing of materials /equipment in laboratory, field testing and measurement and research and development work using laboratory facilities, as a part of that consultancy project.

1.16.4 Large consultancy project

All consultancy projects are to be taken up by various departments of the University which shall be examined from the point of view of its science and technology content and its likely benefit to the academic and research activities at the university, which can in turn, influence the quality and standard of the academic work. Consultancy projects cost between Rs. 10 to 20 lakhs (minimum two faculty participation) and beyond Rs. 20 lakhs (minimum three faculty participation) shall be accepted only after approval by the committee. For this purpose, every project proposal would be examined and approved by a University Level Committee before it is accepted for being conducted as Type-I or Type-II project. The committee shall consist of-

Director (RIIL)	Convenor
Concerned HOD	Member
Dean of respective school	Member
Technical expert(s) in subject area (if required)	Member

The Faculty Member(s) proposing to take up the consultancy project will be invited at the meeting, and they will be required to make a presentation on the proposal. In case of testing work, concerned faculty may present the case.

1.17 PROJECT STAFF

A person appointed on contract in conformity with the guidelines of a sponsored research or consultancy project as a fellow or associate or office personnel with a similar designation. Generally, there shall be a provision for such fellowship amount in the project thus approved.

1.18 UNIVERSITY OVERHEAD CHARGES

University shall charge a fixed percentage of the Consultancy Project / Sponsored Project amount

as University Overhead Charges (UOC). The UOC shall in turn be distributed into several funds to be maintained by the University for specific purposes.

1.19 GENERAL OUTLINE OF CONSULTANCY WORK

Individuals or Departments may take up consultancy work after intimation and approval of the Director (RIIL) through the Head of the concerned Department. The PIs and HODs will sign the report of Departmental Consultancy Project and Principal Investigator will sign the report of the individual Consultancy project. All department will refer the identification code for each consultancy assignment [Project No.] in the form as given below, for example,

Name of the Dept.	CP/Type (I / II)	Initials of PI/I/HOD	Year	Incremental Sl. No allotted by RIIL	Title of the project
EE	CP/Type-I/	XYZ	2007	01	Development of Controller for PM M/C

This identification code shall be provided by RIIL office of the University. The above project number must be quoted in all subsequent correspondence within the University & to the client.

- a. All fees/charges in connection with consultancy projects should be received in the name of COEP *Technological University to be deposited in the IRG account of the university. No amount will be deposited prior to approval of RIIL, else the same will be transferred to university IRG without any reimbursement.* The Vice chancellor's approval shall be obtained wherever necessary, in case of deviations.
- b. If a project requires only site visits for consultation work and/ or personal discussion, fees may be charged on per day basis at mutually acceptable rate subject to a minimum of Rs. 10,000/- per day for academic staff including the days spent on travel.
- c. For technical and other non-academic staff, making only site visits outside the scope of an ongoing consultancy project, fees may be charged on per day basis at a minimum of Rs 1000/- per day.
- d. The Principal Investigator may avail yourself of people not in the University service as consultant provided that the services are of a nature for which the expertise is not available in the department/university. The charges for such consultation should already be included in the project cost to the extent of 20% as part of applicable expenses. However, if later, such services are found essential, necessary permission of the Director (RIIL) would be required.
- e. Consultancy project charges of Type-1 for single assignment for an amount less than

Rs. 10,000/- shall be avoided. This will, however, not apply for cases where the Department/ University has fixed rates (as in the case of testing).

- f. For Departmental Consultancy Projects, the Principal Investigator will be judiciously decided by the Head of the Department. As expertise and experience are both necessary for a consultant to play an effective role in the assignment, it is desirable to set a lower limit of the level and the number of years of experience for the consultant. A faculty with about 5 years' experience should preferably be considered while identifying the PI. In exceptional cases, the above-mentioned members should take the decision in consultation with the Director (RIIL).
- g. Each Consultancy project will be classified either as Type- I or Type -II and will not be bifurcated. In the case of multi-disciplinary/ inter departmental Projects, a single project can be divided into sub-projects on mutually agreed terms, by the consenting departments.
- h. For Individual Consultancy/Department Consultancy work, faculty and staff members proceeding out of station for consultancy work with the prior permission from reporting authority is mandatory, whereas for local assignments, prior permission to reporting authority and copy to concerned HOD is needed. However, consultancy must not hamper the academic schedule/services to be given to the students. In all cases, the reporting authority will be HoD / HoD centre / The VC.
- i. It is recognized that consultancy leads to increased knowledge and capabilities of the faculty member concerned. Concerned faculty shall manage travel expenditure which shall be borne from the approved project. Academics and economics of the returns should always be the point of concern.
- j. A maximum of 15 days per year is allowed for technical staff and 52 days per year for faculty members.
- k. For the income earned through consultancy /CEP upto Rs 50 lacs per annum, a distribution ratio of 65:35 for consultancy will be followed for the total remuneration earned through Consultancy Project / CEP in any financial year by a regular faculty and other academic staff. However, for the income earned beyond Rs. 50 lacs, the consultancy distribution ratio of 50:50 shall be considered provided faculty has published one journal paper in the SCI/Scopus/WOS indexed database. In the case of Emeritus Professor /Professor of Practice and Adjunct faculty as Co.P.I., the approved income earned through consultancy / CEP shall be limited to Rs 10 lacs maximum.

1.20. EXPENDITURE NORMS

Job Work

The principal investigator may get specific job work done on payment (labor cost) from outside. However, such payment may not exceed 25% of the total amount contracted for the project and should be paid from the concerned project cost. While making such expenditures, all the rules and regulations applicable to Consultancy Projects should be followed. For higher expenditure prior permission of the Director (RIIL) will be necessary.

Student Assistant

The Principal Investigator may engage University students as Student Assistant for consultancy and testing work on minimum payment of Rs 100/- per hour subject to a maximum of 50 hours per month. The total expenditure on this account should not exceed 20% of the gross fees contracted for the project in a normal case and be paid from the concerned project cost.

Lodging, Travel and DA

The net expenditure on lodging travel and DA should be part of the 65 % of consultancy share applicable to the faculty.

1.21 CONSULTANT

- a. Normally, provision for involving experts from outside the University as a consultant is not expected. However, if found necessary, approval from Director (RIIL) should be sought at time of acceptance / execution of the project.
- b. An amount of 20% maximum of the consulting faculty member share, whichever is lower can be paid to consultant(s) after obtaining approval from the Director (RIIL).
- c. As stated earlier, such charges shall be included in the project cost/shall be paid from the concerned project.

1.22 DISTRIBUTION OF FUNDS

1.22.1 Consultancy Type- I

After consent and acceptance of the project, the project amount should be received in the name of COEP Technological University. It shall be deposited in the IRG account. The distribution of this amount should be by the concerned faculty through HoD and then to the Director (RIIL) as per prescribed norms given below:

- Total fee received from client = I

Case-I (65:35)

- Amount of University Overhead Charges = $0.35 \times I$
- Out of the 65% amount, after meeting all the expenses in connection with the consultancy

project, balance amount shall be disbursed to the PI /consultant/ staff as decided by the concerned PI as per prior consultancy approval sheet.

Case-II (50:50)

- Amount of University Overhead Charges = $0.50 \times I$
- For the income earned beyond Rs. 50 lacs, the consultancy distribution ratio of 50:50 shall be considered provided faculty has published one journal paper in the SCI/Scopus /WOS indexed database.
- Out of the 50% amount, after meeting all the expenses in connection with the consultancy project, balance amount shall be disbursed to the PI /consultant/ staff as decided by the concerned PI as per prior consultancy approval sheet-

1.22.2 Consultancy Type – II

- Total fee received from client = I
- Amount of University Overhead Charges = $0.35 \times I$
- Expenses including concerned staff / student/ Research assistant involved = $0.15 \times I$ (Max., approx.). (After meeting the expenses and disbursement).
- Concerned faculty/PI/PIs = $0.50 \times I$

The Finance Dept of University will deduct 35 % and GST tax in advance and then the balance amount would be available to HOD/PI for project expenditure and remuneration to concerned staff and faculty. The PI must submit the project expenditure within three months after the project is completed and report submitted.

1.23. TESTING ASSIGNMENTS

A project involving merely testing could be taken up by a department, only if such requests are not repetitive in nature, draining the faculty/staff resources and such testing facilities are not available in the city. Certain testing assignments specially demanded by some Govt /Public Sector undertakings/Industry shall also be taken up. Such testing assignments shall be approved by the concerned HOD and the letter must carry the inward number of the Dept.. The distribution of testing amount shall be as per guidelines mentioned below:

- Total fee received from client = I
- Amount of University Overhead Charges = $0.35 \times I$
- Remaining Amount (B) = $0.65 \times I$
- Total expenditure on the testing (E) = E should not exceed $0.5 I$
- Saving (S) = $(B - E)$
- Faculty involved = $0.45 \times S$ (one or more faculty may be involved)
- Concerned HOD = $0.10 \times S$
- Supporting staff involved
/ student/ Research assistant = $0.45 \times S$

The test report shall be signed by the concerned HOD, and counter signed by faculty; designated as testing officer.

GST at prevailing rates is to be charged extra and paid separately per testing work.

1.24. SOFTWARE DEVELOPMENT PRODUCT

The software products developed using university infrastructure by a faculty member/s, research worker will be shared between the University and the individual as per the norms of Type-II. GST shall be levied as per norms applicable to software package developed if it is handed over to an outside agency.

1.25. REVIEW OF RULES AND PROCEDURES

Wherever a certain limit has been stipulated in terms of an absolute sum (and not in terms /by way of percentages), this will be reviewed by the Director (RIIL) every year and the recommendations will be made for the approval through proper channel.

These formats are mandatory, and it can be obtained by sending email request to RIIL office (Email: RIIL-Office@coeptech.ac.in)

- a) RIIL-1-Consultancy Assignment Approval*
- b) RIIL-2-Expenditure statement of project*
- c) RIIL-3-Consultancy Distribution sheet*

Annexure 1.1

Sequence of Steps for Consultancy Assignment

P.I. shall follow recommended sequence of steps as mentioned below-

Sequence of Steps	Flow of Documents
I	All consultancy request letters from clients should be addressed to The Vice Chancellor, COEP Technological University Pune in the form of a hard copy on letterhead or a scan copy to the official university email of P.I. Such a letter shall be submitted to the RIIL inward section of the university.
II	The RIIL inward section will forward letter to respective HoDs.
III	HoD shall mark letter to the concerned regular faculty (Principal Investigator) or / along with Co-PI as defined in Rules and regulations of COEPTech. <i>Consultancy work should be started only after approved by the Director (RIIL).</i>
IV	On finalization of the project cost by P.I., a Proforma invoice should be obtained from the Finance Department by submitting a duly filled Consultancy approval format signed by P.I. HoD and Director (RIIL). The banking transactions details shall be provided by the Finance dept only at the time of proforma preparation. P.I. shall keep track of all financial and coordination with the Finance Dept. It is advised to P.I. to claim the deposited amount within five days of receipt of the same, else it will be automatically forfeited with no intimation to P.I. It is the responsibility of P.I. to supply all necessary documents pertaining to GST/ PAN/ TAN / any other documents to the Finance Dept at the time of making proforma invoice or tax invoice.
V	P.I. shall submit Technical consultancy report to the Client along with the Tax invoice. The client is not advised to do any direct follow-up with the Finance Dept. The consultancy report should carry the outward number of Dept and CW number provided by RIIL, for example, CIVIL/ CW-RIIL No/ Dept Out no/ YY dtd. dd-mm-yy.
VI	P.I. will fill up Consultancy Distribution form of RIIL; attached cover page of consultancy technical report (outward number as per Step-V) and photocopy of the receipt of payment at the time of release of the report to the client.

2. SPONSORED PROJECT

2.1 EXTERNALLY SPONSORED PROJECT

Normally Sponsored Projects are funded by the Government Agencies like DST, CSIR, AICTE, MHRD, DoT, DAE, ISRO, etc. The proposals need to be prepared in the formats prescribed by the concerned agencies and may include costly equipment, staff requirements, consumable and other requirements. The budgeting needs to be done as per the guidelines/norms of the funding agency and the coordinating faculty member must present the same to the review committee, if invited. If the project is sanctioned, the Department and the University must facilitate the faculty members in all aspects. The faculty member who receives the project shall be identified as Project Investigator.

The project once sanctioned by the funding agency shall be given an identification code by the office of RIIL. All PIs and Departments will refer the identification code for each project in the form as given below.

Name of the Dept	SP	Initials of PI/HOD	Year	Incremental Sl. No allotted by RIIL	Title of the project
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e.g. In case of Mechanical Engineering Department

ME	SP	SRK	2007	01	Development of Laser Machining Laboratory
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2.2 UNIVERSITY MINOR SPONSORED PROJECT

The university gives a Minor project to faculty for research / for proof of concept. The faculty member will write a research proposal to RIIL. The proposal should include a description of research that he/she wishes to conduct over the next 1 or 2 years. In other words, the minor grant is a seed for submitting bigger projects to outside agencies.

Guiding notes:

- Proposal will be submitted to the RII. Review comments by committee will be appropriately incorporated / addressed by the faculty before final submission.
- Proposal will be presented by the faculty before a university level committee, consisting of Director, Deans, HoD and Faculty members from respective domains to be nominated by Director (RIIL).
- The grant is normally for an amount of Rs 5 lakhs to support the research as proposed by the faculty member and approved by the University Level Committee. If desired, a higher amount can be approved by the University Level

Committee.

- To encourage collaborative research, if two or more faculty members submit a joint proposal, the budget limit will be Rs. 5 lakhs.
- The faculty member is encouraged to prepare follow-up proposal(s) to external sponsors. Follow-up proposals are expected if the faculty member requests a higher-than-normal seed grant.
- This type of grant is generally for the younger faculty to promote research (age less than 35 years).

2.3 UNIVERSITY OVERHEAD CHARGES AND DISTRIBUTION OF FUNDS

The University shall retain 15% of the total project cost as University Overhead Charges (UOC). However, the amount of UOC may vary depending on the norms to be adhered to in respect of different funding agencies. The balance amount shall be available to the PI for project expenses as spelt out in the original proposal. Any deviation from the heads of accounts spelt out in the original proposal shall be implemented after taking permission from the funding agency. However, in case of Industry sponsored project, UoC should be fixed to 15% of the project cost.

2.4. SELECTION PROCEDURE FOR RECRUITMENT OF RESEARCH STAFF AND TENURE

The norms described in Annexure C for the Project shall be followed. For externally funded projects, complete tenure of the sanctioned project should be allowed to the research staff purely on temporary tenure-based post subject to the availability of funds and quarterly performance of the research staff. Stipend and designation of the staff for externally funded projects should in accordance with the Ministry of Education / UGC guidelines / Industry norms/ COEP Tech norms.

2.5 SHORT TERM APPOINTMENT FOR THE PROJECT

For funded project, on recommendation by the Principal Investigator, HoD and Dean, a bonafide student can be appointed for a max period of three months till advt is released by the University for tenure based temporary appointment post.

2.6 SUPPORT FOR CONFERENCES/ WORKSHOP

The COEP Tech can extend support for motivating faculty for participation in international conference once in three years and national conference every year is allowed with support of the university fund provided faculty published work of their research in SCI/Scopus/WOS index journals in their previous or current academic year at the time of getting approval for travel grant. For International conference support, 03 journals publications or Research grant of Rs 50 lacs and above within 03 years' time frame and for National Conference, one journal during that year or research grant of Rs 10 lacs and above during that year is compulsory for

getting support for travel grant. However, faculty can attend such conferences every year if faculty could be able to get financial support from an outside agency. The University will support only those faculty members who have either a sponsored research project or earned equivalent consultancy work. A partial support to students from university grant can be provided to the extent of Rs 10,000/- (Ph.D., PG student) and Rs 5000/- (UG) once in their complete academic tenure subject to the quality and reputation of the conference as decided by HoD and Deans.

2.7 PROJECT REPORT AND CLOSURE OF PROJECT

The PI shall be responsible for the timely completion of the project and submission of final report to the funding agency through the office of Director (RIIL).

Annexure 2.1

GUIDELINES FOR AGREEMENT FOR PROJECT

If an Agreement /MoU is required to be signed with the sponsor of a Consultancy / Contract research project / sponsored project, it should generally include the following clauses. Additional clauses may be added if considered necessary / or as per MoU template of COEP Tech (Refer- Chapter 4).

1. General

The reference to the proposed project 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. Project cost

The document must clearly indicate the cost to be paid for the proposed project along with amounts of bank draft(s) to be drawn in favour of COEP Technological University. There should also be a mention of the tax liability in this regard. Further, the schedule of payment should also be indicated in this clause.

5. Responsibilities

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

6. Patents/Publications

The work which can result into potential IPR and proceedings, thereafter, shall be the right of university unless otherwise mutually agreed by the sponsors by way of MoU. The work can be registered in the individual's name; however, rights would be reserved with the university.

7. Arbitration

The document shall provide a suitable channel to settle any disputes or differences related to the execution of the project, which shall conform to clause 8 of Consultancy.

8. 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 7 of “Guidelines for Consultancy.”

9. 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.

10. Signatories

MOU should be signed by Registrar with witness signatories by Director (RIIL) and P.I. and Sponsor, in the presence of HOD / Centre Head and Dean of School from university and one from sponsor side.

These formats are mandatory, and it can be obtained by sending email request to RIIL office (Email: RIIL-Office@coeptech.ac.in)

RIIL-4- Research project approval sheet
RIIL-2-Expenditure statement of project

Annexure -2.2

SELECTION PROCEDURE FOR RECRUITMENT OF RESEARCH STAFF UNDERSPONSORED RESEARCH AND CONSULTANCY PROJECTS

1. Preparation of draft advertisement

Principal Investigator will send the draft advertisement to Director (RIIL) for approval.

2. Advertisement of the positions

The Principal Investigator will advertise the positions and receive the applications.

3. Screening of Applications

The P.I. will fix the meeting of screening committee and send the report of the screening committee to Director (RIIL) for approval and will issue the letters to the candidates.

4. Screening Committee Constitution

- (i) HoD of the respective department – Chairperson
- (i) Concerned Principal Investigator – Member Secretary
- (ii) One faculty member from the Department – Member.

5. Interview

The P.I. will fix the date of the interview and get the interview conducted. The PI will send the recommendations of the Screening Committee to Dean (R& D) for approval. Invitation letter to the candidate will be issued by the PI.

6. Selection Committee Constitution

- (i) Dean of School (respective school) - Chairperson
- (ii) Head of the concerned Department. -Member
- (iii) Concerned Principal Investigator /Co-Principal/Investigator Member-Secretary

Note: The external expert will be introduced only if required by the sponsoring agency.

7. Final Selection / Appointment (temporary / contractual position only)

The Selection Committee report will be approved by the Director (RIIL) and accordingly an appointment letter will be issued by the Director (RIIL).

3. CONTINUING EDUCATION PROGRAM (CEP)

PREAMBLE

Continuing Education program facilitates enriching in-depth understanding of knowledge and bringing awareness in the specific domain of expertise to bring synergy in teaching -learning process and thus multiply research outputs of the beneficiaries. CEP can be short term or and spanning upto one year duration in collaboration with Govt funding agencies or industrial funding / professional societies. Sometimes such CEP may also be self-sponsored by the university in special circumstances.

3.1 OBJECTIVE

- To assist working professionals in industry in widening their knowledge-base and in improving their skills,
- To provide learning opportunities to students, who are not in formal education system (either graduated or otherwise) in areas of faculty-expertise, to improve their capabilities,
- To assist the industry to be globally competitive and be at the cutting edge of technology by providing training and expertise in the critical areas possessed by faculty.

CEPs bridge this gap, mainly, and also provide other benefits to both, like;

- Improving Industry-Institute-Interaction,
- Motivating faculty to keep updated with needs of industry and society, in general,
- Generating internal revenue for the Institute and incentivize the faculty,
- Increased utilization of equipment and infrastructure at the Institute, and so on.

3.2 APPROVAL PROCESS

- a) Having understood the needs of industry and/or society related to knowledge and expertise of a faculty, the faculty will prepare a proposal of a CEP. The format of the proposal will be, in general, that would give details of the contents, target audience, period and timings, names of faculty engaging the course, etc, and a budget giving expected income and expenditure along with fee to be charged to participants.
- b) The proposal of CEP, while being launched for the first time, will be discussed in the department with HOD and related faculty. Having convinced with its applicability or probable acceptability by the concerned, and the convenience of the department, the proposal will be approved by the HOD and put forth before Director (RIIL) along with requisite Approval format of RIIL.
- c) It is to be noted that the University Overhead expenses (UOC) can be

in 30% shall be retained by the university .

- d) It is expected that the CEP is being launched based on the strengths of in-house faculty. So, people from outside, from industry or other organizations, are not engaged in conducting the CEP for more than 50% of the period approved for the CEP. Participation of persons from outside as faculty is permitted to share case studies, special features, practical experience from outsideworld. CEP is not to provide platform in the university to outsiders to offer something which may be important otherwise.
- e) Concerned Dean of School will go through the proposal and recommend the same for approval to the Director (RIIL). The CEP registration code will be issued by the office of RIIL.

3.3 CEP Code

Individual faculty members or Departments may take up Continuing Education program activities after intimation and approval by the Director (RIIL). All departments will refer to the identification code for each CEP assignment in the form as given below.

Name of the Deptt	CEP	Initials of PI//HOD	Year	Incremental Sl. No allotted by RIIL	Title of the project
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e.g. in case of Civill Engineering Department

CE	CEP/ STTP	RPT	2007	01	Modern mathematical methods in Geotechnical engineering
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This identification code shall be provided by the RIIL office of the university. The above code must be quoted in all subsequent correspondence.

3.4 GUIDELINES FOR UTILIZATION OF FUNDS

The coordinator must submit the expenditure details to the office of the Director (RIIL) within two weeks from the last day of CEP activity.

In-House Short-Term Courses/ STTP/ Lectures/ Practical

- a) Total fees received from the client = X (without GST)
- b) UOC $Y = 30\% \text{ of } X$
- c) Balance $Z = X - Y$
- d) Expenditure on course $= 0.7 * Z$

Course Expenditure

Course Material/registration kit; Technical Books; Consumables / Raw materials; Announcement of the course through News Papers/ stationary/ Correspondence/brochure printing, etc; Towards Tea/ meals/Snacks / Misc Expenses/Incidental Expenses etc.; Remuneration to the faculty including visiting Faculty, Experts, and their TA/DA etc.; Honorarium to the Course coordinator / HoD / concerned Dean of School; Remuneration to supporting staff involved; Audit Fee for C.A

3.5 HONORARIUM

Coordinator should essentially be the lead speaker. Faculty / speaker should be paid an honorarium minimum Rs 1500/- per hour and supporting staff who are involved in conducting a laboratory practical should be paid suitable lumpsum honorarium. Sometimes CEP sponsored by Government funding agencies prescribed their own rates for honorarium. Any variation in honorarium rates should be approved at the time of CEP approval. Honorarium to faculty forms a part of the expenditure on the course. Out of total lectures, minimum 50% lectures should be delivered by internal faculty of the University.

3.6 MODE OF CEP

Due to expanding digitization and on-set of MOOCS/ NPETL, learners have now started appreciating online / hybrid digital platform as one of the ways to acquire knowledge. Faculty can choose online /offline / hybrid mode case to case basis. While offering online mode of CEP beyond Indian territory, the prevailing advisories of MEA, GoI, should be followed.

3.7 IMPLEMENTATION METHOD

After the approval by RIIL then concerned faculty /department should implement in letter and spirit by following internal approval process. Concerned HoD / faculty shall be responsible to comply technical and legal accounting requirements of the sponsoring authority within the stipulated time frame. The certificate of participation should be signed by Coordinator, Collaborator (Industry/ professional body, etc), HoD and Director (RIIL); a participation certificate format (soft copy) will be given by the RIIL for maintaining uniformity and branding of the university. On the last day of CEP, online feedback of participants should be taken by the concerned faculty; a online link will be provided by RIIL office.

These formats are mandatory, and it can be obtained by sending email request to RIIL office (dEmail: RIIL-Office@coeptech.ac.in)

- RIIL-5- -Approval sheet
- RIIL-6- Income and Expenditure statement
- RIIL-7- Brief technical report
- RIIL-8- Online Feedback of participants
- RIIL-9- Template of Certificate of participation

4. MEMORANDUM OF UNDERSTANDING

PREAMBLE

A memorandum of understanding (MOU) is a written agreement between parties that expresses their aligned will. An MOU is important because it allows each party to clearly state their objectives and what they expect from one another. This type of document also details the intent of a common line of action. A memorandum of understanding can be bilateral (between two parties) or multilateral (between more than two parties). It is recognized that the MOUs form an integral part of university activities. It leads to generation of knowledge and resources for both the parties involved in the MOU. The MOUs should preferably benefit the university either in terms of better utilization of resources and increase revenue, increase in the knowledge and capabilities of the students and faculty involved, research and innovation ecosystem, IPR, infrastructure improvement, and/or benefit to industry/society at large. The MOU should be a booster to the activities of the University. As per the need, faculty may be provided encouragement and appropriate support within the department for execution of the MOU's signed. The MoU's can be signed with other Institutes (National/International level / mentorship of other Institutes), competent Govt./private R&D organizations working in the national interest of our country and other well-known industries befitting the status of the university. It will be ensured by the coordinator that at no time there is any misutilization of university facility and/or manpower under this head.

4.1 SCOPE OF MOU

- Knowledge creation/disbursement, technology development & manpower development
- To avail complementary skills and upgrade their existing capabilities; any initiatives contributing to the development of student, staff, and faculty members of the department/University.
- To access/develop new technologies, infrastructure, and all other type of resources for example, software, laboratories, research facilities etc.
- To pursue multidisciplinary and cross-disciplinary research.
- To leverage public funding with an aim to solve a broad range of social challenges in India / Societal problems for the benefit of mankind viz. public-private collaboration in areas such as: (1) industry-university collaborations; (2) Government grant programs in support of technology development and commercialization; and (3) global partnerships in niche areas of technology.
- To commercialize new technologies incubated within the University Campus.
- To facilitate and promote establishment of incubation centers, entrepreneurship and Start-Up policies for Faculty and Student.
- To work in collaboration on new initiatives under Atmanirbhar Bharat Abhiyaan.

- To undertake, collaborate and guide on new initiatives fulfilling the requirement of National Education Policy.

4.2 IMPORTANT ASPECTS

Each MOU being an independent entity, the generation and utilization of revenue out of such activity shall be defined within the scope of MOU itself, keeping in view the objectives, institute overheads, infrastructure utilization, etc. Depending upon the agreement made, the IPR's generated out of this activity will be the joint property of the university and collaborating party, ideally 50% stake of each, which can vary marginally depending on the contributions of each. If not stated loud and clear, then it will remain entirely the property of the university.

The BoG Approval obtained by following an appropriate procedure is must for renaming/giving name to any existing/to be created facility/infrastructure. This will limit only to the specified facility/infrastructure as approved by the BoG. Depending on requirements, the School/Department can make additions/deletions later to it and defining of its scope will remain within the purview of them. Such entire development will be done under the leadership of parent department/school.

4.3 APPROVAL PROCESS

Each new MOU should be reviewed and approved by the University Level Committee. The committee shall look into relevant parameters such as protecting the interest of stakeholders in particulars and university as a whole such as scientific content thereby improving research output, laboratory upgradation, supporting research students and significant revenue to University for meeting at least overhead expenses in accordance to rules applicable for Research project, Consultancy project, CEP, Co-curricular activities such as Thematic seminar, national and international conferences and Technology transfer. In addition, committee shall evaluate following -

- Confidentiality Agreement / Non-disclosure Agreement (its need on case-to-case basis)
Other important heads of agreement (one or more from the following):
- Consultation Agreement
- Evaluation Agreement
- Research and Development Agreement
- License Agreement
- Technology Transfer Agreement
- Alternative Dispute Resolution Agreement
- Collaborative MOU with University / Organization.
- Verification of legal documents of collaborators

University Level Committee:

Director (RIIL)	Chairman
Dean of School	Member
Concerned HOD	Member
Concerned faculty	Member

Opinion of Legal expert may be sought whenever fresh MoU is to be approved. If required, the committee may ask the coordinator, preferably along with the collaborator, to present the case before the committee.

4.4 SIGNING AUTHORITY

On behalf of COEP Tech, the Registrar shall sign MoU (for international linkages, the Vice Chancellor shall be signatory) with witness of Director (RIIL) and Dean of school/ HoD / concerned faculty and Sponsor with one witness from sponsor side. The original MOU copy shall be with Director (RIIL) office.

4.5 VALIDITY

A maximum period of three years should be allowed. The MoU can be extended depending upon mutual agreement and after due performance analysis and impact of the activities undertaken by the parties.

4.6 IMPLEMENTATION METHOD

After the MoU is signed then concerned faculty /department shall implement in letter and spirit by following internal approval process designed for research project, consultancy project and CEP and enabling to generate suitable identification code for each of the activity. Concerned HoD / faculty shall be responsible to comply technical and legal accounting requirements of the sponsoring authority within the stipulated time frame. Annual review on MoU shall be submitted to RIIL by Concerned HoD/ faculty in-charge.

MoU Template can be obtained by sending email request to RIIL office. (Email: RIIL-Office@coeptech.ac.in). Suitable changes if any to be highlighted in red color while getting approval from RIIL office.

RIIL-10-MoU -COEP Tech template

5. Intellectual Property Rights

PREAMBLE

COEP Technological University Pune (hereinafter, referred to as COEP Tech) is in Maharashtra, India. Across the world, origins of research have been found in academic institutions. Academic institutions, with open-ended research policies, have been more fruitful, over a period, and have contributed greatly to the economy of that country.

In today's age, each research and development are only complete with its fruitful translation to industry which, essentially, requires comprehensive Intellectual Property Rights' protection to ensure fair compensation. Intellectual Property Rights, typically, far outweigh physical assets, in a commercial environment.

This Intellectual Property Rights (IPR) policy document intends to provide guidance to various stakeholders (employees, non-employees, staff, professors, lecturers, visiting faculty, students, researchers, mentors, scholars, partners, and the like) of this university; relating to the various rules and procedures pertaining to the protection of such Intellectual Property Rights, ownership of such Intellectual Property Rights, exploitation of such Intellectual Property Rights, remuneration arising out of such Intellectual Property Rights, technology transfer of such Intellectual Property Rights, licensing of such Intellectual Property Rights, spin-outs and start-ups arising out of (or utilizing) such Intellectual Property Rights, obligations relating to such Intellectual Property Rights, confidentiality requirements relating to such Intellectual Property Rights; all with a view to enable a just and equitable platform for expanding the known boundaries of science and technology, betterment of human and animal lives, and subsequent commercialization arising out of such activities.

5.1 PURPOSE

COEP Tech has developed this IPR policy for the following purposes:

- a) to determine what aspects of Intellectual Property Rights are applicable per research and / or project.
- b) to determine who will own the various Intellectual Property Rights in a project and / or research area;
- c) to safeguard the various Intellectual Property Rights in a project and / or research area;
- d) to determine effective mechanisms to translate research and / or project and its corresponding Intellectual Property Rights towards commercialization and / or industry;
- e) to clarify how creation and / or translation of Intellectual Property Rights will be rewarded;
- f) to encourage and facilitate incentives to stakeholders of a project who take initiatives towards commercialization and / or technology transfer of their research and / or projects;

- g) to establish procedural guidelines for a variety of stakeholders involved per research and / or project;
- h) to establish ownership models involving a variety of stakeholders involved per research and / or project;
- i) to establish revenue sharing models involving a variety of stakeholders involved per research and / or project;
- j) to manage such Intellectual Property Rights;
- k) to provide clear Do's and Don'ts for stakeholders – relating to their research and / or project in consonance with corresponding Intellectual Property Rights;
- l) to ensure compliance of all Do's and Don'ts for stakeholders – relating to their research and / or project in consonance with corresponding Intellectual Property Rights.

5.1.1 OBJECTIVE

COEP Tech, through this IPR policy, intends to:

- a) foster a clear and free research-oriented, Intellectual Property (IP) savvy, environment for creation of new and original thoughts towards advancement and betterment of science and technology and to effectively, and justly, protect the various forms of Intellectual Property Rights originating out of such new and original thoughts;
- b) secure hindrance-free funding for research and development;
- c) enable the university to provide a just and equitable environment for expanding the known boundaries of science and technology, betterment of human and animal lives, and subsequent commercialization arising out of such activities;
- d) ensure that Intellectual Property Rights arising out of the various research projects are made available to the public at large and is not just relegated to papers and theses;
- e) facilitate, encourage, promote, and safeguard a research-oriented scientific environment for stakeholders to conduct their research and to safeguard their Intellectual Property Rights arising from such research;
- f) safeguard COEP Tech's interests as well as all stakeholders interests in relation to research and to safeguard their Intellectual Property Rights arising from such research;
- g) to ensure that COEP Tech becomes, and remains, a world-renowned academic research institution which is focused towards advancing the frontiers of science and technology whilst, simultaneously, benefitting humankind, and attracting talent from all over the world to participate in such research and in co-creation of such Intellectual Property Rights.

5.2 INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights ('IPR') allow you to be identified as the creator of your work and can protect your research by controlling the copying or exploitation of it. Various types of Intellectual Property Rights are tabulated as under:

INTELLECTUAL PROPERTY RIGHT	APPLICATION
Patents	new products, processes, manufacture, composition, method, logic, working, algorithms, devices, materials
Trademarks	brand names, logos, slogans, colours, smells, trade names
Designs	form, shape, appearances, surface pattern
Copyrights	literary work, artistic work, musical notations, sound recordings, cinematographic work, software code, databases, documents, forms
Geographical Indications	name or sign used on certain products which corresponds to a specific geographical location or origin
Plant Varieties	cultivated plant (a cultivar) as a "variety", propagating material (including seed, cuttings, divisions, tissue culture) and harvested material (cut flowers, fruit, foliage) of a new variety
Semiconductor / IC Layouts	transistors and other circuitry elements, which are inseparably formed on a semiconductor material or an insulating material or inside the semiconductor material and designed to perform an electronic circuitry function
Trade-secrets / know-how	knowledge gained from experience
Databases	database content

5.2.1 INTELLECTUAL PROPERTY RIGHTS: APPLICABLE ACTS

- a) The Copyright Act, 1957 as amended in 1983, 1984, 1992, 1994, 1999, 2012 along with Rules 1958, 2013, and 2016
- b) The Patents Act, 1970 as amended in 1999, 2002, 2004 (Ordinance), 2005, along with Rules 1972, 2003, 2005, 2006, 2010, 2016, 2018, and 2020
- c) The Trade Marks Act, 1999 as amended in 2010 and 2013 along with Rules 1999, 2002, 2010, 2013, and 2017
- d) The Industrial Designs Act, 2000 along with Rules 2001, 2008 and 2014
- e) The Geographical Indications of Goods (Registration and Protection) Act, 1999 along with Rules 2002
- f) The Semiconductor Integrated Circuits Layout-Design Act, 2000 along with Rules 2001
- g) The Protection of Plant Varieties and Farmers' Rights Act, 2001 along with Rules 2003, 2006, and 2009
- h) The Biological Diversity Act, 2002 along with Rules 2004 (Biodiversity Act) specifies procedures for access to biological/genetic materials for agricultural research and their IPR protection.

5.3 APPLICABILITY

This IPR policy is applicable to all of COEP Tech's employees, staff, professors, lecturers, visiting faculty, students, researchers, mentors, scholars, partners as well as to all non-employees associating themselves with COEP Tech; they may be referred to as 'stakeholders' either individually or cumulatively. This IPR policy shall supersede any other policy when the matter concerns itself with research projects and Intellectual Property arising out of such research project.

5.4 DISCLOSURE

No stakeholder/s shall publish their work, and / or its results, without the explicit written consent of COEP Tech. This is to protect any form of Intellectual Property Right/s in that work until a decision, on that Intellectual Property Right, is reached.

Any potential register-worthy form of Intellectual Property Right shall be conveyed, by stakeholder/s, to Director (RIIL) of COEP Tech to facilitate the process of filing corresponding Intellectual Property Rights. This shall be in the form of a specific Intellectual Property Right disclosure form selected from the set of forms under Annexures.

COEP Tech shall form a committee to evaluate the disclosure in each submitted Intellectual Property Right disclosure form. The stakeholder, submitting the disclosure, shall make a good prima facie case for protection of their Intellectual Property Rights. This case may be in the form a presentation detailing at least the following aspects concerning the Intellectual Property Right/s:

- a) nature of work done.
- b) nature of Intellectual Property Right/s warranted by such work done.
- c) search results relating to prior work done in the field.
- d) differentiator of the work done in relation to the search results.
- e) social impact of such work done.
- f) commercial impact of such work done.
- g) list of inventors, authors, contributors to the work done.
- h) nature and quantum of funding received for the work done.
- i) costs associated with the entire process of protection of associated Intellectual Property Right/s.

A decision of acceptance or non-acceptance, with reasoning, shall be made within a period of 21 days of filing such disclosure by the stakeholder/s. Along with the decision, COEP Tech shall enunciate:

- a) in the case of acceptance, whether the IPR will be owned by COEP Tech.
- b) in the case of acceptance, source from which funds shall be allocated for the IPR.
- c) in the case of acceptance, geographies where such IPR shall be filed.

Upon careful vetting and acceptance, COEP Tech along with the stakeholder/s may undertake filing of such Intellectual Property Rights and further prosecution of such filed Intellectual Property Rights.

Upon non-acceptance, a letter to that effect shall be communicated to the stakeholder/s and the stakeholder/s is free to file the Intellectual Property Rights in their own name/s. However, no new stakeholder/s may be involved in this scenario.

Upon non-acceptance, either the stakeholder/s is free to file for Intellectual Property Right/s on their own or all efforts will be made to quickly publish the work in public domain and thereby bring the work and knowledge into public domain.

5.5 OWNERSHIP

COEP Tech owns all the Intellectual Property that is produced by one or more stakeholders if and when at least one of the following conditions is met:

- a) the stakeholder/s has used significant resources of COEP Tech;
- b) the IPR that was generated was a direct or indirect result of one or more research project provided to, commissioned by, allotted to the stakeholder;
- c) the IPR that was generated was a direct or indirect result of funding allotted by, or secured by, or caused to have been associated with, or occurred due association with COEP Tech;
- d) the IPR that was generated as a joint project or joint effector between one or more stakeholders of COEP Tech and any other person or university or company or industry.

COEP Tech reserves the right, along with first right of refusal, to apply for Intellectual Property Rights, on behalf of its stakeholders, in India and / or in specific countries and / or throughout the world.

COEP Tech may jointly own all the Intellectual Property that is produced by one or more stakeholders if and when at least one of the following conditions is met:

- i. a prior agreement is in place with an external funding agency or external funding body;
- ii. a prior agreement is in place with another University, Institute, School, Foundation, Organisation, Company, Research Centre,;
- iii. a prior agreement is in place in respect of technology transfer, sale, licensing, assignment, and / or the like with another body, entity, company, agency, institute, university, company, firm.

On a case-to-case basis, an external funding agency may merely be acknowledged in the filed Intellectual Property Right is that external funding agency has a mandatory requirement to that effect.

5.6 OWNERSHIP EXEMPTIONS

COEP Tech may consider waiving off their ownership rights under the following conditions:

- if stakeholder/s do not use any of COEP Tech's provided administered funds.
- if stakeholder/s do not use any funds caused to have been procured directly or indirectly through their association with COEP Tech's;
- if the stakeholder/s do not use any resources whatsoever of COEP Tech.

COEP Tech will require a written declaration, along with supporting documentation, to the effect of at least of the afore-mentioned points, by the stakeholder/s, before the exemptions may apply. This is not a blanket waiver and is to be considered as a very limited waiver.

COEP Tech may monitor such waiver on a timely basis and may assert and enforce their ownership if the situation changes to not fit within the aforementioned points even in a portion of a project for which a waiver was initially granted.

5.7 JOINT OWNERSHIP

Intellectual Property generated by COEP Tech, under collaborative research projects, will be jointly owned by the COEP Tech and its collaborators / partners on mutually pre-agreed terms and conditions.

Intellectual Property generated by COEP Tech, from any collaborative research efforts carried out in COEP Tech or in any other institution / university / any other entity, whether Indian or foreign, would require a joint Intellectual Property Management plan between COEP Tech and the collaborator. Application shall be filed in India, first, to secure priority date. The Intellectual Property ownership, and further course of action, will be decided on the basis of a pre-defined policy framework for Intellectual Property management and mutually agreed terms and conditions with the foreign partner / collaborator.

5.8: PROCEDURE

COEP Tech has upload the following IPR-related forms associated with this IPR policy:

- a) Invention Disclosure Form (see Annexures);
- b) Creative Disclosure Form (see Annexures);
- c) Trademark Disclosure Form (see Annexures);
- d) Plant Variety Disclosure Form (see Annexures);
- e) Geographical Indications Disclosure Form (see Annexures).

A stakeholder is to fill out one or more of these forms in accordance with the work for which they seek Intellectual Property Rights' protection.

5.9 PATENT FILING PROCEDURE at COEP Tech

The inventors shall present the invention before the department committee for the suitability of the disclosure. The committee shall be headed by the Dean of the School and other members like HoD and two senior faculty from the department or another department. It is expected that the committee should evaluate novelty of disclosure with reference to patents that are in publication domain; a comparative chart of novelty /claims to be furnished. A short report on suitability for patents with relevant highlights should be forwarded to RIIL, duly signed by the committee.

On receipt of detailed report by committee, the Director (RIIL) will issue necessary letter to the Patent Attorney for filing complete disclosure as per the protocol as disclosed in the Section relating to "IPR POLICY: DISCLOSURE".

Further follow up, the concerned faculty / inventor shall be responsible for all correspondence, time to time updates to department and RIIL office, examination, and renewal of the granted patent.

The university shall encourage stake holders to file patents with full financial support, which would cover provisional filing, Complete specification filing and examination fee and any other legal fee. Wherever possible Govt support may be obtained. Once the patent is granted then the renewal of the same shall be the responsibility of the inventors.

5.10 EVALUATION AND EXPLOITATION DECISIONS

COEP Tech’s evaluation committee shall evaluate the forms and case presented by the stakeholder/s in respect of their proposal for Intellectual Property Rights’ protection. Within 21 days, the committee shall evaluate the disclosure, decide, and convey the following:

- a) whether COEP Tech wishes to own the presented Intellectual Property Right/s in respect of the work disclosed.
- b) whether COEP Tech wishes to commercialize the presented Intellectual Property Right/s in respect of the work disclosed;
- c) in case, ownership of Intellectual Property Right/s, in respect of the work disclosed, is in doubt, clarify the ownership in respect of the Intellectual Property Right/s;
- d) commercialization options, if COEP Tech intends to commercialize the Intellectual Property Right/s in respect of the work disclosed.

5.11 COMMERCIALISATION

COEP Tech shall provide to stakeholder/s various options for commercialization of the Intellectual Properties filed by, and owned by, COEP Tech on behalf of the stakeholder/s. These commercialization options may be one of the following:

- a) COMMERCIALISATION vide LICENSING & TECHNOLOGY TRANSFER
- b) COMMERCIALISATION vide SALE OF IPR & TECHNOLOGY TRANSFER
- c) COMMERCIALISATION vide SPIN-OUT COMPANIES & START-UPS

These various models are detailed, below:

5.12 COMMERCIALISATION & REMUNERATION vide LICENSING & TECHNOLOGY TRANSFER

COEP Tech’s may consider commercialization of Intellectual Property Rights owned by them by giving out licenses and / or transferring the technology, completely, of their owned Intellectual Property Right/s, on a case-to-case basis, in a non-exclusive license form or in an exclusive license form. Under this scenario, appropriate license agreements (samples, uploaded) will be entered into along with commercialization agreements.

A revenue sharing agreement will be signed by the stakeholders, COEP Tech, and the entity / person with whom the licensing agreement is to be made. The split of such revenue sharing agreement shall be as under:

PARTY	% SHARE HOLDING
COEP Tech	As per MoU
Group of Inventors	

Partner (if the Partner commercializes the invention)	
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For a sample, *Licensing Agreement*, see Annexures.

5.13 COMMERCIALISATION & REMUNERATION vide SALE OF IPR & TECHNOLOGY TRANSFER

COEP Tech's may consider commercialization of Intellectual Property Rights. owned by them. by way of a full sale of certain Intellectual Property Rights. Stakeholder/s may identify companies, transfer the technology under an exclusive license, under a non-exclusive license, or under a sale agreement. Further, stakeholder/s may provide the necessary guidance to such company for manufacturing the product or process covered by the Intellectual Property Rights.

A revenue sharing agreement will be signed by the stakeholders, COEP Tech, and the entity / person with whom the licensing agreement is to be made. The split of such revenue sharing agreement shall be as under:

PARTY	% SHAREHOLDING
COEP Tech	As per MoU
Group of Creators / Inventors	

For a sample, *Technology Transfer Agreement*, see Annexures.

5.14 COMMERCIALISATION & REMUNERATION vide SPIN-OUT COMPANIES & START-UPS

COEP Tech supports entrepreneurship and the creation of spin-out ventures and start-up companies. COEP Tech's may consider commercialization of Intellectual Property Rights if one or more of the contributors of a specific Intellectual Property Right and / or if one or more of any stakeholder of COEP Tech expresses an explicit interest in commercializing the research, and its associated, Intellectual Property Rights by forming a spin-out company (also referred to as a start-up company). The split of such an agreement shall be as under:

PARTY	% SHAREHOLDING
COEP Tech	As per MoU
Group of Creators / Inventors	
Founders	

In such instances, COEP Tech shall assess the start-up company's viability, its due diligence, its business plan, and, upon satisfaction, accept the proposal to provide an exclusive license to the start-up for a period of 2 years post which the start-up would have the option to purchase the Intellectual Property Right/s from COEP Tech, in toto, or to renew the license for a further period of 2 years, post which, the start-up would have purchase the Intellectual Property Right/s from COEP Tech. A fair valuation of the Intellectual Property Right/s would be done, and the Intellectual Property Right/s would be made available to the start-up for a 50% discounted price, but not exceeding Rs. 5 lakhs, payable to COEP Tech.

5.15 REVENUE SHARING

COEP Tech’s policy is to distribute most of the income (“Income”) received from licensees and / or sale, after deduction of costs incurred by the COEP Tech, with the stakeholders who generated the licensed IPR. Any revenue, generated by the exploitation of IPR owned by COEP Tech, will be shared between the creator/s / inventor/s, the department / centre associated with the creator/s / inventor/s, and COEP Tech, after deduction of agreed costs borne by the COEP Tech, on the prescribed terms and conditions.

The split of such revenue sharing agreement shall be as under (except where exceptional circumstances apply and a special agreement has been reached with COEP Tech and a third party, beforehand):

PARTY	% SHAREHOLDING
COEP Tech	10
Group of Creators / Inventors	70
Department / Centre	20

For a sample, Revenue Sharing Agreement, see Annexures.

Income is defined as the gross amount received under a License Agreement or a Sale Agreement, net of any legal, patent, or other expenses incurred by COEP Tech along with any other deductions which are statutory or appropriate. Examples of ‘other deductions’ include revenue-share payments to stakeholders under their terms and conditions or to joint patent owners where there is an obligation to share revenue relating to IPR which has been jointly generated with a third party. In some cases, the consideration for a license and / or a sale may include shares in a company. In this scenario, the shares will be held by COEP Tech. Any disposal of the shares will be at the sole discretion of COEP Tech. Any dividends and income received from disposal of the shares will be shared with the stakeholders upon receipt in the same manner as above.

5.16 INFRINGEMENTS, DAMAGES, LIABILITY, AND INDEMNITY INSURANCE

COEP Tech shall, in any contract between a licensee / assignee and COEP Tech, seek indemnity from any legal proceedings including, without limitation, manufacturing defects, production problems, design guarantee, upgrades, debug obligations, and / or content created. This policy also supports the need to indemnify COEP Tech personnel built into the license agreements / sale agreements for sponsored research and consultative work. COEP Tech shall retain the right to engage in any litigation concerning its IPR and license infringements.

5.17 CONFLICT OF INTEREST

The stakeholder/s are required to disclose potential conflict of interest while undertaking any Intellectual Property related activity. If the stakeholder/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 COEP Tech license to a company in which the inventors also have a stake and management role shall be subject to the approval of the Dean R&D taking the above consideration into fact. All COEP Tech’s personnel and

stakeholders shall be bound by the conflict-of-interest related policy / guidelines of COEP Tech as applicable from time to time.

5.18 DISPUTE RESOLUTION

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

5.19 LEGAL JURISDICTION

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

Relevant formats can be obtained by sending email to RIIL office (email- RIIL-OFFICE@coeptech.ac.in)

Copyright; Design; Patent; Plant Variety; Semiconductor IC layout; Trademark (*Questioner and requirements*), Patent Assignment Agreement; Revenue Share agreement.

6. Post Graduate Diploma (PGD)

PGD facilitates enriching in-depth understanding of knowledge in the specific domain of expertise. The duration of the program is one year in collaboration with Govt funding agencies or industrial funding / professional societies. Sometimes such PGD may also be self-sponsored by the university in special circumstances. This may be treated as a certificate course of Post graduate Diploma.

6.1 OBJECTIVE

- To assist lifelong learners/working professionals in industry in widening their knowledge-base and in improving their skill sets.
- To provide learning opportunities to learners /students, who are not in formal education system in areas of cutting-edge technologies in their specific or allied domains, and to improve their capabilities leading to better Employment opportunities,
- To assist the industry to be globally competitive and be at the cutting edge of technology by providing training and expertise in the critical areas possessed by faculty.

6.2 APPROVAL PROCESS

- f) Having understood the needs of industry and/or society related to knowledge and expertise of faculty, the HoD / Centre will prepare a proposal of a PGD . The format of the proposal will be, ingeneral, that would give details of the contents, target audience, period and timings, names of faculty engaging the course, etc, and a budget giving expected income and expenditure along with fee to be charged to participants.
- g) The proposal of PGD, while being launched for the first time, will be discussed in the department with HOD and related faculty and then Dean of respective school. Having convinced with its applicability or probable acceptability by the concerned, and the convenience of the department/school, the proposal will be approved by the HOD and put forth before Director (RIIL) along with requisite Approval format of RIIL.
- h) It is to be noted that the University Overhead expenses (UOC) shall be 30% shall be retained by the university.
- i) It is expected that the PGD is being launched based on the strengths of in-house faculty. So, people from outside, from industry or other organizations, are not engaged in conducting the PGD for more than 50% of the period approved for the PGD. Participation of persons from outside as faculty is permitted to share case studies, special features, practical experience from outsideworld.
- j) The PGD registration code will be issued by the office of RIIL. Every year renewal to PGD is must by following above listed procedures.

6.3 PGD Code

The Departments may take up PGD activities after intimation and approval by the Director (RIIL). All departments will refer to the identification code for each PGD in the form given below.

Name of the Deptt	PGD	Initials of PI/I/HOD	Year	Incremental Sl. No allotted by RIIL	Title of the project
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e.g. in case of Cvill Engineering Department

CE	PGD	RPT	2007	01	Data Science and AI
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This identification code shall be provided by the RIIL office of the university. The above code must be quoted in all subsequent correspondence.

6.4 GUIDELINES FOR UTILIZATION OF FUNDS

The coordinator must submit the expenditure details to the office of the Director (RIIL) within One month from the last day of PGD activity.

e) **Total fees received** = X (without GST)

f) UOC Y = 30% of X

g) Balance available Z = X – Y

h) **Expenditures**, E = 0.7 * Z

(License fee / collaborator charges, Honorarium – Faculty per credit basis; Remuneration to Staff (COEP) as decided by the HoD; Staff on fixed salary to be appointed by the advertisement as per the rules given for consultancy / sponsored project; other course expenses)

Course Expenditure

Course Material/registration kit; Technical Books; Consumables / Raw materials; Announcement of the course through News Papers/ stationary/ Correspondence/brochure

printing, etc; Towards Tea/ meals/Snacks / Misc Expenses/Incidental Expenses etc.; Remuneration to the faculty including visiting Faculty, Experts, and their TA/DA etc.; Honorarium to the Course coordinator / HoD / concerned Dean of School; Remuneration to supporting staff involved; Audit Fee for C.A

6.5 HONORARIUM

Faculty / speaker should be paid an honorarium as per prevailing rates per credit basis and also supporting staff who are involved in conducting a laboratory practical should be paid suitable lumpsum honorarium. Honorarium to faculty forms a part of the expenditure on the course. Out of total lectures, 50% lectures should be delivered by internal faculty of the University and 50% of lectures from outside invited experts.

6.6 MODE OF CEP

Due to expanding digitization and on-set of MOOCS/ NPETL, learners have now started appreciating online / hybrid digital platform as one of the ways to acquire knowledge. Faculty may choose mode of conduct - online / offline / hybrid on case-to-case basis. While offering online mode of PGD beyond Indian territory, the prevailing advisories of MEA, GoI, should be followed.

6.7 IMPLEMENTATION METHOD

After the approval by RIIL then concerned faculty /department should implement in letter and spirit by following internal approval process. Concerned HoD / faculty shall be responsible to comply technical and legal accounting requirements of the sponsoring authority within the stipulated time frame. The certificate of participation should be signed by Coordinator, Collaborator (Industry/ professional body, etc), HoD and Director (RIIL); a participation certificate format (soft copy) will be given by the RIIL for maintaining uniformity and branding of the university. On the last day of PGD online feedback of participants should be taken by the concerned HOD/ coordinator; a online link will be provided by RIIL office.

These formats are mandatory and can be obtained by sending email requests to RIIL office.

1. RIIL-11-PGD -Approval sheet
2. RIIL-12-PGD- Income and Expenditure statement
3. RIIL- 13-PGD- Online Feedback link for participants
4. RIIL-14-PGD - Brief Report on course
5. RIIL-15-PGD- Certificate

7. START-UP POLICY

PREAMBLE

Pune city has now become a hub of commercial, financial, and industrial activity of Maharashtra state in this decade. It is also now home to major corporate houses and Engineering Industries, while being a major center for education and research. To integrate Innovation & Start up with formal higher education, bringing attitudinal shift in students, faculty & staff is essential. The policy framework of COEP TECHNOLOGICAL UNIVERSITY (COEP TECH) assures all its stake holders that COEP TECH encourages every stakeholder to research, innovate and enter entrepreneurship with as much support as COEP TECH can extend. The policy framework is liberal enough to align with **National innovation and Start-Up policy** by GoI and **Maharashtra State Innovation Start-up policy** by GoM and to inspire anybody to license his / her innovation to anybody outside as well as to promote a company to commercialize the same. COEP TECH believes in comprehensive development of its stake holders along with the growth of COEP TECH in a liberal atmosphere which it has been ensuing till date. This policy aims to foster innovative start-ups by providing necessary infrastructure, connecting communities to enable sharing of ideas, experience, and knowledge and to mitigate regulatory and other challenges that impede innovations.

7.1 DEFINITIONS

COEP TECH Member(s) (Henceforth called MEMBER): Any permanent faculty/staff on duty, research scholars and students having live registration.

COEP's Bhau Institute of Innovation Entrepreneurship and Leadership (BIIEL): It is a section 8 Company of COEP Tech for the primary purpose of promoting and fostering Incubation of Start-ups involving one or more COEP Tech Member(s) or ESU's.

COEP Tech Incubated Company (Henceforth called COMPANY): A registered Company promoted and / or invested in by COEP Tech Member(s) singly or jointly with others, or those incubated by any of the COEP Tech incubators located in COEP Tech premises or elsewhere and declared by the SECTION 8 COMPANY as such, or an external start-up declared by the SECTION 8 COMPANY as such.

External Start-up (ESU): A registered Company promoted and invested in by non-COEP Tech Member (s) and not located in the COEP Tech's Incubator premises.

Incubator: A physical and/or virtual unit that extends various forms of support for Start-ups and engages in specified relationships with them on behalf of COEP Tech.

Board of Research, innovation, Incubation and Linkages (RIIL): It is driven by Deans, Senior Professors and eminent members from industries and R and D under the Chairmanship of the Vice Chancellor, COEP Tech.

7.2 TYPES OF START-UPS

BIIEL may be actively involved in pre-incubation and incubation of a Start-up company promoted by one or more MEMBER, or by others.

- MEMBER may promote an COEP Tech Incubated Company (COMPANY).
- MEMBER can be involved with an External Start-up (ESU).
- BIIEL through its incubators may be involved with a COMPANY or ESU

7.3 GOVERNANCE COMMITTEE

The Head of the University is the Chairperson of RIIL Board. Two different committees, namely “Governance Committee” and “Review Committee” have been formulated to amend, accept, and implement the entrepreneurship policies, approve proposals of students, faculty and staff enable funds disbursement to them and monitor their progress. The prime responsibility of these committees is to facilitate the use of resources provided by the university to the start-ups and ensure the proper utilization of resources by periodic meetings/interviews with the students.

As part of the Act, the Board of Research, Innovation, Incubation and Linkages (RIIL) consist of the members namely (a) the Vice-Chancellor - Chairperson ; (b) all Deans of schools ; (c) eminent industrialists, senior industry personnel from manufacturing, information and communication technology, bio-sciences and technology, environmental sciences, agro-industries, management, service industries, science and technology parks, research parks and incubation centers and others ; (d) one Chief Finance officer or equivalent officer from the industry, corporate or bank; (e) two teachers from University departments; (f) two persons from Research and Development Organizations, (g) two illustrious alumni who are successful entrepreneurs; (h) Commissioner, Directorate of Skill Development, Department of Skill Development and Entrepreneurship, Government of Maharashtra or his nominee and (i) Director, (RIIL), Member-Secretary.

7.4 REVIEW COMMITTEE

It means the committee comprising of Director (RIIL) and few other senior faculty members who are conversant with the start-up eco system and research. The review committee will evaluate the start-up proposals, business plans or ideas of students in general.

- a) Director (RIIL) - Chairman
- b) CEO, BIIEL
- c) Deans of respective school
- d) Domain expert from concerned Dept
- e) Industry expert from Start-Up ecosystem
- f) Faculty member -COEP Tech-Convener

7.5 COEP'S BHAU INSTITUTE OF INCUBATION AND ENTREPRENEURSHIP CELL (BIEL)

BIEL will carry out on behalf of COEP Tech all dealings with Start-ups directly. It will also determine whether a Start-up is to be designated as an “COEP Tech Incubated Company” (COMPANY). It will actively support the COMPANY with a combination of inputs, which could include.

- ✓ permission to use branding in the form of “Incubated by COEP Tech”,
- ✓ advice pertaining to legal and commercial IPR transactions,
- ✓ office and operational space,
- ✓ permission to use laboratories, workshop facilities and equipment,
- ✓ logistics support,
- ✓ business management advice,
- ✓ networking support,
- ✓ mentoring,
- ✓ seed-fund, when possible,
- ✓ monitoring

BIEL's active support will be provided nominally for a *duration of two years from the date of formal approval*. *There may be a pre-incubation period of at most one year*. However, on a case-by-case basis, the BIEL may decide to support a COMPANY for a maximum period of five years from the date of formal approval if such support is warranted. While each Incubator will have and enjoy the flexibility and independence it requires for success in the specific areas of its focus.

7.6 ROLE OF BIEL IN EXTERNAL START-UP (ESU)

A MEMBER will be permitted to involve with an ESU, either on a full-or part-time basis as promoter/adviser/consultant/any other approved role. The MEMBER will be permitted to use specified physical and/or intellectual resources (e.g., workshop equipment, laboratory instruments, computing resources, and assistance of MEMBER) of COEP Tech as per its prevailing Consultancy and Sponsored project norms. Any such use of COEP Tech resources will be governed by an agreement, which will include the contents and implications of the prevailing COEP Tech IPR policy.

If a MEMBER makes financial investments in an ESU without:

- making any other contribution in the form of technical/managerial consulting advice, or
- any involvement of COEP Tech in the form of any commercial transactions of IP, or
- any use of COEP Tech facilities, such investments will be treated as a private matter of the MEMBER.

BIIEL will have no role to play in such instances. The MEMBER should however declare this to COEP Tech to avoid any conflict-of-interest situation. If the ESU awards a consultancy project to the MEMBER, the prevailing COEP Tech rules and regulations for consultancy projects will apply.

If, however, the MEMBER, and/or BIIEL or any of its designated entities, are provided shares in the company as compensation in part or full for technical/managerial consulting or for any support extended by Member, BIIEL, or its Incubators, the MEMBER and/or BIIEL may be involved in the incubation of the ESU. In such a case, the ESU may seek to be designated as a COMPANY by the BIIEL. The BIIEL will then take an appropriate decision based on the significance of the role played by the MEMBER/ BIIEL in the ESU. Only a Start-up formally designated as a “COEP Tech Incubated Company” by BIIEL may publicize itself as such. All other Start-ups must desist from using the name or logo of COEP Tech in their publicity material in spite of any other form of engagement they may have with COEP Tech.

7.7 RULES GOVERNING INTELLECTUAL PROPERTY (IP)

A MEMBER, while on duty or on leave, may be involved in the creation of IP either solely or in association with a COMPANY or ESU related to the product, process, technology, services of the COMPANY or ESU. If such IP is created with the involvement of the MEMBER, then any contract between COEP Tech and the Start-up specifying the sharing rights for the IP will hold good. In the absence of such a contractual obligation, the prevailing COEP Tech IPR Policy, rules and regulations shall serve as the reference in such a context. In case the MEMBER develops any IP while on leave at the COMPANY which leverages prior IP developed earlier at COEP Tech, MEMBER must ensure the prior IP is properly licensed by the COMPANY as described below in Section 8.

7.8 ENGAGEMENT PROCESS

The MEMBER must begin his / her engagement with a COMPANY by submitting a proposal through HoD / CoE to Director (RIIL) who will determine the eligibility of the MEMBER to engage with a COMPANY or ESU after formal approval by Review committee. After ascertaining eligibility, Director (RIIL) will forward the proposal to the BIIEL. The MEMBER will be authorized to perform the actions necessary for pre-incubation or incubation, including registration of the Start-up, fund raising, team development, product/services development, consulting, market research and development, etc.

Prior to embarking on these activities, an agreement must be signed between the concerned COMPANY / ESU and the BIIEL after approval by the Review committee to establish the mode and nature of involvement of the MEMBER in the COMPANY / ESU. Such an agreement is necessary with a COMPANY / ESU when:

- its shares are given to the Member or the BIIEL as compensation in part or in full for the MEMBER’s contribution, and/or

- COEP Tech's technology/IP is licensed to the COMPANY/ESU, which wishes to pay for the same in part or full in the form of shares.

As part of the agreement, the COMPANY / ESU shall allot to BIIEEL a certain percentage of its shares, up to a maximum of 10%. The exact percentage of shares to be allotted and their dilution status will be negotiated based upon the estimated value of support / assistance provided by COEP Tech, BIIEEL and the MEMBER to the COMPANY / ESU.

In addition, the COMPANY / ESU must also enter into an agreement with COEP Tech through the Office of the Director (RIIL) if

- the COMPANY / ESU intends to pay cash in part or in full to COEP Tech for licensing IPR owned by COEP Tech.
- the MEMBER provides consultancy to the COMPANY / ESU or undertakes research-based consultancy as per Consultancy and Sponsored project norms while on duty.

7.9 MODES OF MEMBER'S ENGAGEMENT WITH START-UPS (COMPANY OR ESU)

BIIEEL will negotiate with the COMPANY or ESU the number of shares that the incubated company will allot to BIIEEL at par value in lieu of COEP Tech's Incubation and other services provided. This share will be first negotiated with the company before BIIEEL acquires shares through faculty / staff / student involvement as outlined below. COEP Tech's total holding in a company at any time should not exceed 10% of the total allotted shares of the Start-up from all kinds of services provided, IP provided and the faculty-share (as discussed below).

Faculty / Staff involvement

Capital Investment: Faculty / Staff may be involved in the Start-up by providing capital investment alone in return for shares, with no other managerial, technical or mentorship involvement whatsoever. All shares thus allotted can be retained by the concerned Faculty / Staff, and the transaction is treated as a purely private commercial transaction of no concern to the university. The member must declare this to COEP Tech / BIIEEL, so as to avoid conflict of interest situations.

Sabbatical / EOL: Faculty / Staff MEMBER may avail of sabbatical / EOL as per the prevailing COEP Tech leave rules and may work full time for the COMPANY or ESU. If the compensation to the faculty / staff for this is through shares of the COMPANY / ESU in part or in full, in lieu of cash payment, the MEMBER must declare the same to the BIIEEL. No compensation is due to COEP Tech as long as the involvement of the MEMBER, for which the compensation was paid, completely ceases after the leave period. Member must not involve himself / herself in any capacity with the company / ESU except as shareholder on re-joining COEP Tech 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.

Special additional EOL: In addition to the Extra Ordinary Leave (EOL) normally allowed, a Faculty / Staff may be allowed additional EOL for a maximum period of 12 months for engaging with Start-ups. In such cases, the Start-up must compensate COEP Tech or BIIEI with an equivalent of 1.5 times the prevailing gross pro-rata salary of the Faculty / Staff for the duration of this period in the form of cash and / or shares. Again, the member must not involve himself / herself in any capacity with the company / ESU except as shareholder on re-joining COEP Tech after special EOL. In case, he / she is involved as a mentor or a consultant or any other from other than a shareholder after sabbatical / EOL, rules applicable will be same as that of part-time.

Part time: A Faculty / Staff member is allowed to participate in a Start-up on a part time basis as per COEP Tech consultancy norms regarding the extent of time spent on such participation. The compensation to the Faculty / Staff member may be in cash for which COEP Tech norms for consultancy projects will be applicable. Instead, a Faculty / Staff member is allowed to obtain shares of the Start-up company as compensation for the engagement with the company. In such a case, the Faculty / Staff member must apply for approval for engagement with the Start-up, and the COMPANY / ESU must enter into an agreement with the BIIEI. In such cases, up to 20% (faculty / staff will offer 20% of what they are offered and BIIEI may choose to acquire less) of these shares as decided by the BIIEI obtained shall be transferred to the BIIEI, and the remaining to the Faculty / Staff. The total number of shares of the Start-up that BIIEI obtains from all COEP Tech faculty and staff members (as 20% shares) and all research scholars / students will however be capped to 5% of the total allotted shares of the Start-up. In case the faculty / staff have purchased the shares at par value or at some higher value, the BIIEI will pay the corresponding amount for the shares transferred to it as per this clause.

7.10 RESEARCH SCHOLARS' / STUDENTS' INVOLVEMENT

Full time: A Research Scholar/Student can seek permission from COEP Tech to take special leave for a semester, or an additional period for which formal permission is granted by COEP Tech, to work for a Start-up on a full-time basis. This may be treated as withdrawal under permission from COEP Tech 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 program of study) in order to earn a degree. If the Research Scholar / Student is compensated by the Start-up in the form of cash and/or shares he/she must assign to the BIIEI up to 5% of the total cash/shares allotted to him/her (student will offer 5% of what they are offered, BIIEI may choose to acquire less) by the Start-up, as decided by the BIIEI. In case the scholar / student has purchased the shares at par value or at some higher value, BIIEI will pay the corresponding amount for the shares transferred to it as per this clause.

Part time: A Research Scholar/Student can seek permission from COEP Tech to work for a Start-up on a part time basis. The COEP Tech part-time engagement norms in projects during a semester/vacation period will apply. If the Research Scholar/Student is compensated by the

Start-up in the form of cash and/or shares he/she must assign to the BIIEEL up to 7.5% of the total cash/shares allotted (research scholar / student will offer 7.5% of what they are offered and BIIEEL may choose to acquire less) to him/her by the Start-up as decided by the BIIEEL, with a total cap from students /scholars / faculty of 5% of total allotted shares of the start-ups. In this case, the courses that he/she registers for will be regulated by the respective Faculty Advisor(s) as applicable. In case the research scholar / student have purchased the shares at par value or at some higher value, BIIEEL will pay the corresponding amount for the shares transferred to it as per this clause.

7.11 ROLE OF MEMBER IN START-UP

The MEMBER may play an executive role / non-executive role in a Start-up depending on whether they will be engaged full-time or part-time. The MEMBER may be involved full time only after obtaining permission from the COEP Tech for the appropriate type of leave. The part-time engagement will be as per existing COEP Tech consultancy norms. The MEMBER can take up an executive role only if they are engaged full time with the Start-up.

7.12 CONFLICT OF INTEREST

When a MEMBER utilizes leave of absence (Sabbatical / EOL, or any applicable equivalent) for direct, active participation in a COMPANY / ESU, it is obligatory that the concerned Head(s) of Department be informed at least three months in advance. Shorter notice needs to be specifically approved by the Head of Department. This is to ensure that the academic programs of COEP Tech are not affected.

It is essential that the MEMBER must avoid any conflict of interest between their roles in COEP Tech and in the COMPANY / ESU. This is particularly important if there are COEP Tech resources in their control which are also sought by the Start-up with which they are involved. A similar situation arises if they are developing IPR in a research activity / project in COEP Tech that is closely related to the IPR they may be developing when on leave and working in the Start-up. Another situation arises when the relative shareholding of the MEMBER and BIIEEL is sought to be changed by infusion of fresh capital in the Start-up by the MEMBER. While such a move could be a bona-fide move on the part of the MEMBER to support the Start-up, it could potentially have a mala-fide motive of changing the relative shareholding pattern prior to some anticipated upward evaluation and infusion of investment by other parties. Yet another potential conflict of interest arises when shares are allotted by a Start-up to a close relative (spouse, children, parents) of a MEMBER who is involved with the Start-up.

The BIIEEL will determine the potential areas/activities where there is conflict of interest in the case of each MEMBER who applies for approval for engaging with a Start-up, and arrive at an agreed upon methodology for ensuring transparency in decision making in respect of these activities/areas. The BIIEEL may, if it chooses to, set up an - oversight committee of Faculty / Staff for specific relationships to ensure that conflicts of interest do not arise. The BIIEEL may also require the MEMBER to declare their financial interests, and those of their close relatives, in the Start-up, at the time of engagement, as well as whenever a change in such interests takes place due to additional investment in the Start-up, or payment / share allotment by the Startup.

In any case, every MEMBER involved with a Start-up must file a declaration periodically with the BIIEEL irrespective of whether there is a change in their financial interests in the Start-up or not. The required periodicity will be determined by the BIIEEL.

The BIIEEL reserves the right to obtain a third-party evaluation of the value of the Start-up's shares before an MEMBER or their close relative (s) makes additional investments in the Start-up. Such an evaluation will be carried out in a reasonable time frame. If the BIIEEL deems it fit, it may choose to make an investment in the Start-up of its own at the same price applicable to the MEMBER and obtain shares for the corresponding amount. The BIIEEL reserves the right to make the acceptance by the Start-up of the additional investment by the MEMBER or their close relative(s) conditional on the acceptance of the corresponding additional investment by the BIIEEL.

In case a member of the BIIEEL's Governing Council has shares in a COMPANY, the Governing Council will determine whether the said member should resign from the Council, in order to avoid potential conflict of interest, or only recuse himself / herself when matters pertaining to the Start-up with which he / she is involved are discussed.

7.13 WITHDRAWAL OF SUPPORT

COEP tech reserves the right to withdraw its support to any Start-up that it engages with, following a due process of notice. This may involve withdrawal of access to COEP Tech 's facilities, and/or withdrawal of permission to MEMBER to engage further with the Start-up in any manner, though they and the COEP Tech can continue to hold the shares they already possess in the Start-up. It will also involve withdrawal of the status of the Start-up as a COMPANY, from which point the Start-up will be required to desist from advertising itself as such thereafter. Should the need arise, the BIIEEL may also seek modifications to the agreement signed with Start-up through an amendment, to protect COEP Tech's fair name and its interest.

7.14 PROTECTION OF COEP TECH 'S FAIR NAME

When a Start-up is designated as a COMPANY or ESU, it is permitted to advertise itself as such wherever such advertisement is appropriate. However, such advertising carries with it the risk that if the COMPANY indulges in improper behavior or dealings, COEP Tech's fair name will be tarnished by association with the COMPANY. To protect itself from such risks, COEP Tech, through the BIIEEL, may seek a seat on the Board of the COMPANY, without liability, to ensure transparency in all its dealings. The BIIEEL may seek access to the un-audited and audited balance sheets of the COMPANY. In certain cases, the BIIEEL may even seek visibility of payments above a specified value made by the COMPANY, before such payments are made. All such requirements will be specified in the agreement that will be entered into by BIIEEL with the COMPANY.