

# RULES AND REGULATIONS FOR C-CAIR

## 1. SCOPE

The scientists of the Institute are encouraged to engage in scientific activities that are sponsored by external agencies without affecting their usual duties to the Institute and without hampering the Institute's interest and/or reputation.

All programmes other than the regular degree/diploma courses and activities of the nature of scientific conferences/workshops, undertaken by the Institute or its scientists which involve external agencies, like:

- any Memorandum of Understanding / Letter of Agreement / Letter of Intent with Government and private organisations;
- any income sharing project, including consultancy projects;
- any income non-sharing project except training programmes funded by government organisations such as NBHM, CSIR, DBT, DST, AICTE which does not generate any consultancy fee for the scientists (such funded programs will be guided by the Council Resolution A6.5.2 of the Council Meeting dated February 10, 2020);

will henceforth be routed through the Cell for Co-operation with Academia, Industry, and Research Labs (C-CAIR) before submission to the funding agency. Once sanctioned by the funding agency, a copy of the letter of sanction has to be submitted to the C-CAIR office by the PI.

These rules and regulations shall be called **C-CAIR RULES** hereafter and shall be applicable to all activities stated therein. These rules supersede existing consultancy rule (Office Order No. D.O./21721 dated 15 May 2014).

## 2. TERMINOLOGY

### 2.1 RESEARCH AND CONSULTANCY PROJECTS AND TRAINING

**PROGRAMMES:** These are time- and cost-bound projects or consultancy assignments or paid training / certification / outreach programs, sponsored / funded by Government / public / private, national / international agencies and autonomous bodies. The project-cost is borne by the Sponsor/External agency, and it includes costs towards manpower, equipment, software, consumables, consultancy / professional / intellectual / training fees, overhead and supporting services of the Institute. Externally sponsored project could be either Income Sharing project (ISP) (i.e., consultancy / professional / intellectual / training fees shared between the Institute and the PI & team in certain specified ratio, or Income non-Sharing project (INSP) (i.e., the PI team does not receive any consultancy / professional / intellectual / training fees). ISPs are sub-divided into three major categories, namely,

- (i) ISP (Research) with research deliverables such as publications, patents, and/or IP sharing;
- (ii) ISP (Consultancy) with no IP sharing [if there is IP sharing, then the project should be considered as ISP (Research)];
- (iii) ISP (Training) either with training fees sharing or with honorarium as per ISI rules for PI team of ISI.

**2.2 EXTERNAL AGENCY/SPONSOR:** The organisation that offers the sponsored/funded project to the Institute or seeks consultancy, turn-key solutions, training or certification, and provides necessary financial support for successful completion of the project/mission on time.

**2.3 PRINCIPAL INVESTIGATOR (PI):** A permanent scientific worker of the Institute with necessary expertise and competence to conduct a Sponsored Research/Consultancy project. Normally, the scientific worker who submits the project proposal, discusses/negotiates it with the external agency/sponsor and is instrumental in finalising the project, is the Principal Investigator. For administrative reasons, an alternative Principal Investigator for some projects may be appointed by the HEAD (C-CAIR) in consultation with concerned Professor-in-charge/Head, SQC & OR, if the original PI resigns, or his/her services are not available to the project for any other reason. A PI can have financial approval up to the limit specified by the Institute, which is at present INR 10,000/- for each purchase. This can be reviewed in every 5 years by a committee appointed by the Director in consultation with the C-CAIR.

**2.4 CO-PRINCIPAL INVESTIGATOR (Co-PI):** A scientific worker co-opted by the Principal Investigator to work jointly with him. If the PI resigns from the Institute or goes on long leave, a Co-Investigator assumes the power of the PI with the approval of the competent authority. A post-doctoral fellow, research associate, visiting faculty or faculty-on-contract may also be opted as Co-PI if they are available during the project period. In such cases, the financial power, recruitment of project staff and other administrative responsibilities, vested on the PI, may require approval from the Head of the Unit.

**2.5 PROJECT-TEAM MEMBERS:** This will include PI and Co-PI's and other members of the faculty or faculty in equivalent categories as may be decided by the PI.

**2.6 PROJECT STAFF:** A temporary scientific/administrative worker recruited in an individual project following rule and regulations governed by the C-CAIR with necessary expertise and competence to work in a Sponsored Research/Consultancy project.

**2.7 MULTI-INSTITUTION/ORGANISATION PROJECTS:** A research or consultancy project may involve PI's and Co-PI's from multiple institutes/organisations. For such proposals, MoU or approval of the competent authorities from respective hosts shall be necessary regarding the share of responsibilities, manpower, resources, cost, revenue, and intellectual property.

**2.8 C-CAIR:** A cell consisting of scientific workers, administrative and accounts officers of ISI, and/or external experts formed by the Director, ISI for the purpose of:

- i) Initiating collaborations/exchange of students or scientific workers/MoUs with other Universities/institutes, or with any external/government agencies including research labs, *except student and faculty training programmes as mentioned in Scope (Section 1)*;

- ii) Reviewing proposals for research and consultancy projects, and those for collaborations submitted by the scientific workers; this will include funding proposals to be sent to government agencies or private organisations. The Cell should consult other relevant committees to decide on related issues;
- iii) Facilitating income sharing workshops, training, certification, or outreach programs undertaken by the scientific workers of the institute;
- iv) Exploring collaborations with industries/corporate houses;
- v) Establishing and promoting incubation efforts;
- vi) Filing of patents;
- vii) Any other activities that may be assigned from time-to-time.

The authorised signatory of the Institute will endorse/forward all the proposal for sponsored/funded research, consultancy and related matters covered under the C-CAIR rules only after the final recommendation of the C-CAIR.

**2.9 HEAD (C-CAIR):** HEAD (C-CAIR) is appointed by the Director of the Institute. The HEAD (C-CAIR) or his/her nominee has full responsibility for evaluating all project proposals and approve or recommend necessary modifications. For headquarters and other [two centres \(Delhi and Bengaluru\)](#), there will be separate C- CAIR cells constituted by the Director, and they will have full autonomy in operations of the concerned cell.

**2.10 INSTITUTE:** Indian Statistical Institute.

**2.11 DIRECTOR:** Director, Indian Statistical Institute.

## **2.12 HUMAN RESOURCES**

**2.12.1** Open selection will be held for all project posts as per institute's rules.

**2.12.2** All project appointments will be contractual and on the basis of consolidated monthly compensation. Automatic transfer (i.e., by passing advertisement and selection procedures for recruitment) from one project to another either on completion or midway shall not be permitted without sufficient justifications and prior with approval from the Director.

**2.12.3** The tenure of contractual appointment of a project staff shall not exceed the duration of the project.

**2.12.4** A project employee shall execute a contract Agreement on non-judicial stamp paper of value at least Rs.10/- with C-CAIR Cell at the time of joining with the explicit provision that (i) confidentiality of data/outcome should be maintained during and after completion of the project and (ii) that contract may be terminated by either side (Staff or C-CAIR Office) by giving one month's notice or one month's consolidated compensation in lieu of the notice. However, the confidentiality of data/outcome should remain be valid, even after termination of the contractual employment.

**2.12.5** Selection of project-linked JRF/SRF/RA shall normally be made as per the guidelines provided by the Institute rules.

**2.12.6** All appointment letters shall be issued under signature of Centre Head/P-in-C/Head-of-the-Division, as applicable.

**2.12.7** The PIs shall consider prevailing compensation package, general qualifications, and experience for staff while preparing project proposal.

**2.12.8** The Selection Committee for the recruitment of Project staff for each project will be constituted by the Head-of-the-Division/Centre Head/P-in-C to which the PI belongs with the following membership, but not limited to:

- i) A Member of the ISI Council such as the Professor-in-Charge/Head of a Division other than that of the PI, or his/her nominee -- Chairperson
- ii) Principal Investigator (PI)/Co-PI – Member-Convener
- iii) One internal expert on the subject - Member
- iv) Professor-in-Charge/Head of the Division of the PI, or his/her nominee - Member
- v) One external expert on the subject – Member
- vi) Additional member(s) if needed

In general, the Professor-in-Charge/Head of the concerned Division will issue the appointment letter to the project staff, marking a copy to C-CAIR for record. In case of any special situation, the Head (C-CAIR) will do the needful.

**2.12.9** PIs shall be the sanctioning and controlling authority for all types of leave applications by the contractual project staff for which they are eligible in the Institute.

**2.12.10** Conduct Rules: Project employees shall

- a) Follow general code of conduct of the Institute.
- b) Maintain confidentiality of research findings /technical information and shall not get involved in unauthorised communication of any official document or information.

**2.12.11**Head (C-CAIR) may, at his/her discretion, constitute committee(s) to conduct disciplinary proceedings, if necessary, against project employees on the behest of the PI. On the basis of the report, suitable disciplinary action may be initiated by the appropriate authority.

**2.12.12**Project employees may be allowed to register for Ph.D program if he/she fulfils all the requirements prescribed by the concerned Institute/University.

### **3. FINANCE AND ACCOUNTS**

**3.1** A separate book of accounts shall be maintained for each project. The PI shall be responsible for submission of internally audited statement of accounts as and when required

by the sponsors. Audited statement of accounts at the end of each financial year shall be provided, if required by the sponsor.

- 3.2 In the event when a project utilises Institute's manpower and other supporting facilities beyond office hours, the expenses towards the same shall be charged to the respective project. For this purpose, on the recommendations of the PI, P-in-C/Head of the Division/Head of Centre concerned may approve suitable honorarium for the supporting staff of the Institute as per norms approved by the Institute.
- 3.3 PIs shall arrange to maintain Accession Register/Asset Register. These shall be verified by Auditors as and when required. All purchase proposals routed through the Head of Unit / Head of Centre, following purchase procedures of the Institute with the help of Stores & Purchase Section of the Institute. **Copies of UC/SE has to be submitted to the C-CAIR office by the PI at the end of each financial year of the project.**
- 3.4 Unless there is any given format for budget heads by the External Agency/Sponsor, accounts for sponsored projects shall include the following broad budget heads, but not limited to: (a) Expenses [(i) Manpower, (ii) Equipment, (iii) Contingency & Consumables, (iv) Travel, (v) Experts' honorarium and other charges, (vi) Software/tools purchase and data procurement], (b) Consultancy/Professional/Intellectual/Training fee and (c) Institute overhead and Service (e.g. GST) charges. Minor adjustment in approved budget heads may be permitted by the HEAD (C-CAIR).
- 3.5 Cash advance, if allowed as per extant rules, shall be drawn in the name of permanent employees only working in the projects. PIs shall normally be allowed to draw up to two cash advances in a financial year from on-going project accounts, as per existing rules of the Institute.
- 3.6 All expenditure shall normally be made within the proposed date of completion (PDC) of the project. Exception may be permitted with the consent of the sponsor.
- 3.7 The project account must normally be closed within the financial year corresponding to the close of the project unless some exigency prevents this, which should normally be intimated in writing to the respective CCAIR (Head).
- 3.8 TA and DA Rules: As per Institute rules in general. Exceptions, if any, must be authorized by the funding agency.
- 3.9 Honorarium: As per Institute rules in general. Exceptions, if any, must be authorized by the funding agency. The amount of the honorarium should normally be included in the budget and formally approved by the funding agency or C-CAIR whichever is applicable.

#### 4. DISTRIBUTION OF PROJECT COST

- 4.1 Income sharing projects (ISP) that use the Institute's infrastructure and facilities. These projects are sub-divided into three major categories, namely,

- (i) ISP (Research) with research deliverables such as publications, patents, and/or IP sharing;
- (ii) ISP (Consultancy) with no IP sharing [if there is IP sharing, then the project should be considered as ISP (Research)];
- (iii) ISP (Training) either with training fees sharing or with honorarium as per ISI rules for PI team of ISI.

In order to promote research, consultancy projects and training programmes in the Institute, the Project Cost is = [Expenses as in 3.4 above for all categories of projects + Consultancy / professional / intellectual / training fees for ISP]. **The Institute overhead as per the following Table, and GST if applicable are to be added separately to the Project Cost in the total budget sanction.** The Institute share for ISP will as per the following Table:

| Category | Research/Consultancy/ Training Activity   | Institute's Overhead to be added to Project Cost  | For ISP: Institute's Share (Share of PI and team)**   |
|----------|---|---|---|
| I(a)*    | Income sharing Project (Research) – ISP(R)  | 20% of Expenses as in 3.4 above   | 40% of consultancy/ professional/intellectual/ training fees  |
| I(b)*    | Income sharing Project (Consultancy) –ISP(C)  | 20% of Expenses as in 3.4 above   | 50% of consultancy/ professional/ intellectual fees   |
| I(C)*    | (i) Income sharing Project (Training) -ISP(T) with 50% of net income but no honorarium for PI-team members in ISI | 20% of Expenses as in 3.4 above   | 50% of net income after deduction of expenses, ISI overhead and GST   |
|          | (ii) Income sharing Project (Training) -ISP(T-h) with honorarium only for PI-team members                         | 15% of Expenses as in 3.4 above   | Balance of training fees after deduction of expenses, ISI overhead, GST and honorarium payments to ISI PI team members as per ISI rules |
| II (a)   | Income non-sharing Project (Govt.) -INSP  | 15% of the project values or as approved by (Govt.) funding agency or reputed philanthropic/charitable organizations  | NIL   |
| II (b)   | Income non-sharing (non-Govt.) -INSP  | <ul style="list-style-type: none"> <li>• 20% for Research projects</li> <li>• 20% of Expenses (if any) as in 3.4 above for consultancy / training project.</li> </ul> | Entire consultancy/ professional/ intellectual/ training fees, if any.  |

\* Please see Annexure-I for ISP examples.

\*\* For ISP projects, the PI and her/his team has the option of either taking their share or utilizing the equivalent amount for a research and development project of at most three years' duration, approved by C-CAIR.

**4.1.1** Income sharing projects are categorized as Income sharing (Research), Income sharing (Consultancy) and Income sharing (Training), henceforth referred as ISP(R), ISP(C), and ISP(T), as mentioned in Section 4.1 above.

- 4.1.2** For any externally sponsored project (ISP or INSP), 10% of the overhead amount retained by the Institute, will be accumulated over a block period of 5 years for providing various kinds of financial support to the PI for academic purposes such as purchase of books/laptops, publication charges, laboratory reagents, covering the expenses for academic visits, registration fee, travel for attending seminars / workshops / symposiums / conferences, both national and international, subject to the approval of the competent authority of the institute. Further, a PI may utilize this accumulated fund for any team member associated with ISI full-time in any of her/his ongoing projects.
- 4.1.3** For income-sharing projects, there will be no cap on the income earned in one financial year by the principal investigator(s) and the full-time team members of the Institute. Also, they can charge any amount of consultancy / professional / intellectual / training fee as agreeable to the sponsoring agency / organization. However, the regular academic and administrative duties of a faculty should not be hampered/compromised in any manner while taking up externally funded projects.
- 4.1.4** There will be no overhead for intramural projects (i.e., ISI funded projects approved by TAC-DCSW).
- 4.1.5** GST and other Government Taxes applicable shall be levied above the Project Cost as per GoI rule. No GST will be deducted for Government-sponsored projects offering grant-in-aid facility for conducting basic research.
- 4.1.6** Expenses include all expenditure towards equipment, consumables, travel, salaries to project assistants, project-linked persons, research fellows/technical or administrative staff/honorarium or fees to external experts/resource persons, agencies, etc., after deduction of institute's share including overhead, and applicable taxes. For projects in Category I(a), I(b), I(c)(i) and II(b), salaries, fees, or honorarium will be governed by the options as specified in the approved project proposal. For the ISP projects in Category I(c)(ii), these will be governed by the existing rules of ISI. For the INSP projects in Category II(a), these will be governed by norms of the respective Govt. funding agency.
- 4.1.7** For any project sponsored by external agency, the PI has to initiate the process of refunding the surplus amount (= Proposed expenditure submitted and sanctioned – Actual expenditure) as per UC/SE, if any, at the termination of the project to the sponsoring agency. If the sponsoring agency has no objection, the PI may either continue the same project as a no-cost extension, or declare that it may be deposited to the ISI Development Fund. Moreover, if any team member desires to forgo her/his share of the consultancy fee, the same may be transferred to the ISI Development Fund.

## **4.2 Income sharing projects (ISP) that do not use the Institute's infrastructure and facilities**

The members of the project team can take up a project that does not use the infrastructure and facilities of the Institute by taking the PDL. The income received under such projects will be shared between the Project Team and the Institute in the ratio of 60:40 in case PDL is taken with pay. The ratio will be 75:25 in case the PDL is without pay.

## 5. ASSOCIATED LEAVE AND BENEFITS TO PROJECT PI/co-PI

**5.1** A PI/Co-PI, of an externally funded project, who are permanent employees of ISI, can avail of Non-Statutory Project-Duty Leave (PDL), as needed, with the approval of Director/Centre Head for travel related to project work. Application procedure for PDL will be similar to that for Academic Leave (AL).

**5.2** The number of days of PDL with pay that a PI/Co-PI of an externally sponsored project will be eligible for every calendar year, is commensurate with the total fund in INR received from the external funding agency/sponsors by ISI as per the following chart, where “fund” stands for project-cost to the funding agency excluding GST for which the employee of the institute signs up *during the previous calendar year\**:

| <b>Total fund in INR received from external agencies /sponsors by ISI in a calendar year by a PI</b> | <b>Maximum # days of PDL with pay per calendar year during the project</b> |
|--|--|
| Less than 20 lakhs   | 30   |
| 20 lakhs to less than 40 lakhs   | 60   |
| 40 lakhs to less than 60 lakhs   | 75   |
| 60 lakhs and above   | 90   |

\*Exceptions may be made on a case to case basis by the Director, in consultation with Head (C-CAIR), for externally funded project having duration of one year for approval of PDL in the same calendar year.

**5.3** For a project with multiple PI’s, there will be an equal distribution of the maximum number of days of PDL among them. The PIs will in turn decide the distribution of the number of days of PDL among the Co-PIs who are permanent employees of the Institute.

**5.4** The maximum number of PDLs that can be earned by an individual in a calendar year is 90 (if s/he fulfils the maximum funding quota as stated above).

**5.5** Further, it may be noted that for any employee of ISI, the total number of days of Project-Duty Leave (PDL) and Academic Leave (AL) together, cannot exceed 120 days in a calendar year. PDL may be combined with AL with prior approval from the Director/Centre Head. Other statutory and non-statutory leave rules of the Institute should be strictly adhered to.

**5.6** Within the framework of a funded project, the team members of a sponsored project shall be permitted to an individual share of earning in the project cost approved by the Director/Centre Head as mentioned in Section 4.1.

**5.7** Additional financial support (e.g., TA, DA, Registration Fee for presenting papers in National/International Conferences), as mentioned in Section 4.2, shall be given to PIs /Co-PIs/ other project-team members (scientific workers) with prior approval of the HEAD (C-CAIR)/Director following applicable Institute norms.

## **6. INTELLECTUAL PROPERTY RIGHTS**

**6.1** Unless otherwise agreed with the Sponsor in the project agreement, Intellectual property Rights for any discovery or invention originating from the Sponsored Research and Industrial Consultancy Project shall jointly rest with the Institute, Investigator(s) and the Sponsoring Agency unless the sponsoring Agency authorises the Institute in writing to have the exclusive right. Patent / copyright application before the Registrar / Controller of Patents shall be filed on the basis of the recommendations made by the Patent / Copyright Committee if funding for the same is met from the project cost. If no such funds are available, C-CAIR may help the project- team members to connect with professional patent filing agencies, who offer such services in exchange of a portion of patent rights/royalties.

**6.2** For the effective protection of IPR, it is necessary that the PIs should maintain a register that gives the details of the work done and salient findings on quarterly basis. This register should be signed by the PI and by at least one other scientific worker/project employee as witness to the result.

**6.3** For the copyright protection of software, registration of the software at the Department/ Centre level shall be made and properly documented. The list shall be exchanged between Departments / Centres and centrally made available to the C-CAIR Cell.

**6.4** C-CAIR will also help scientific workers to file patents on the basis of any inventions made independently at the Institute (i.e., for those which are not associated with a sponsored research/consultancy project).

**6.5** Sharing of Patent Royalty/Payments from Professional Patent Filing Agencies: Unless otherwise dictated by the sponsoring agency, if any, the net income generated from licensing of IP or royalty/selling of patents, after deducting GST, if applicable, and other costs (IP filing, maintenance, protection, marketing and any other associated costs) will be shared between the Institute and Inventors as follows: Institute (50%), and Inventors/Project-team Members (50%). Sharing of earning among the team members will be determined by the primary inventor or PI. No overhead/GST should be charged by the Institute on such earning.

**6.6** Inventors/Project-team Members may sell other intellectual properties (e.g., database, software, research data, etc.) subject to the clearance from the C-CAIR. The share

between the Institute and Inventors/Project-team Members will be (50:50). No overhead should be charged by the Institute on such earning.

**6.7 Incubation Centre:** The C-CAIR team will also help potential innovators of the institute to connect them to industries or agencies who may be interested in commercialising the invention or help them to set up start-up endeavours.

## **7. TECHNOLOGY TRANSFER**

The PIs shall not independently transfer technology either on exclusive or non-exclusive basis to any party without the consent of the IPR owners. The terms and conditions for each of such technology transfer shall be worked out on a case to case basis with recommendation of the HEAD (C-CAIR) and finally approved by the Director.

## **8. RETAINERSHIP/INDIVIDUAL CONSULTANCY**

With the permission of the Centre Head/Director, a scientific worker of the Institute can accept advising retainership of reputed organisations. The fee thus earned, if any, shall be shared between the Scientific Worker and the Institute in the ratio of (6:4) only, after the payment of GST, etc., as applicable. No institute overhead will be applicable for such earnings.

For such assignments, the concerned scientific worker may utilise *only PDL as per Table in Sec. 6.2* with at most one PDL-day per week, or four PDL-days in a month. The specific approval of the Centre Head/Dean/Director is to be obtained, provided alternate arrangements for classes and other commitments are made by the concerned scientific worker. This applies to research and consultancy projects too.

## **9. MEMORANDUM OF UNDERSTANDING/ LETTER OF AGREEMENT/ LETTER OF INTENT WITH EXTERNAL AGENCIES**

The PIs shall not independently agree to sign any MoU/LoA/LoI either on exclusive or non-exclusive basis to any party without the consent of the HEAD (C-CAIR) and the Director. The draft for each MoU/LoA/LoI along with the terms and conditions including those for confidentiality, IP sharing and non-disclosure, if applicable, shall be first submitted to C-CAIR for recommendation of the HEAD (C-CAIR) and Legal Advisor. After the draft is finalised and recommended, the MoU/LoA/LoI will be signed by the Director. The Institute may charge a fee for signing any MoU/LoA/LoI with an external private agency, or for convening meeting(s) with external private agencies.

## **10. RESPONSIBILITIES OF THE PRINCIPAL INVESTIGATORS (PIs)**

**10.1** All Research and Consultancy Projects shall be undertaken by the concerned Project- team headed by the PI and/or Co-PIs. All project proposals shall be routed through Head of the Unit and Prof-in-charge/Head, SQC & OR Division to the respective HEAD (C-CAIR) with relevant information required by External agencies / Sponsors

and C-CAIR. The authorised signatory for approval of the proposals and endorsing it for forwarding to the external agency will ordinarily be the respective Head (CCAIR) after following due procedure. The Head (CCAIR) may, at his/her discretion, forward proposals to the Centre Head (for Delhi/Bengaluru)/Director (for HQ) for views and internal approvals, if needed.

Contracts/MoUs will be signed by the Director, or by a representative as may be authorized by the Director.

Where the PI is located in Bengaluru Centre and Delhi Centre, the respective CCAIRs will be the controlling CCAIR. For PIs located in other HQ, Centres/branch/other outlying units, the CCAIR in Kolkata will be the controlling CCAIR.

- 10.2** The PI must ensure full compliance with GoI rules and regulations (i) for transferring any biological materials/specimens with agencies/collaborating institutions outside India, and (ii) on Ethical Guidelines for research involving any biomedical, animal or human subjects.
- 10.3** It shall be the responsibility of the PI to get the project work done, and to provide the deliverables to the sponsoring agency as promised. The Accounts Unit of the Institute should prepare the annual utilisation certificate (UC) and statement-of-expenditure (SE) within one month of the end of the project financial year and send it to the PI. PI should arrange for sending copies of the UC and SE to the external sponsoring agency and the C-CAIR.
- 10.4** The PI shall ensure that the head-wise expenditure does not exceed the budgetary allocation. For effective control, quarterly statement-of-expenditure details shall be made available to PI.
- 10.5** The PI shall be responsible to co-ordinate with the External agency during project duration for any contractual matter like project duration, cost, activities and deliverables. A copy of any written communication can be forwarded to C-CAIR cell for follow-up and record.
- 10.6** The PI shall be made responsible to sign any non-disclosure agreement (NDA) with the External agency/Sponsor, if required. A copy of the same can be forwarded to the concerned Head of the Unit/Prof-in-charge/Head, SQC & OR Division.
- 10.7** The PIs shall be responsible to look after the activities, attendance and leave to the contractual employees working in their projects.

## **11. C-CAIR ADVISORY BOARD**

C-CAIR Advisory Board is responsible for providing policy guidelines and for periodic monitoring of the C-CAIR Cell. The composition of the C-CAIR Advisory Board may be as follows:

- (i) Director as the Chairman or his/her nominee
- (ii) Head of Centres or their nominees
- (iii) Nominees from external agencies/sponsors (at least one)
- (iv) Nominees from major industries (at least one)
- (v) HEAD (C-CAIR) - Member-Secretary

The above Advisory Board may meet at least once a year and the recommendations of the above Board shall be placed before the ISI Council for consideration and approval. The tenure of the nominated members shall be two years.

## **12. EXCEPTION CLAUSE AND ARBITRATION**

These C-CAIR rules shall normally be applicable to all externally funded/sponsored projects (research/consultancy/training), technology transfer and intellectual property rights. Any exception/deviation to these rules may be considered by the Director /Competent Authority for approval depending on the merits of the case.

All legal disputes arising out of C-CAIR operations will be handled by the ISI Legal Cell of the headquarters and the venue for such arbitration shall be Kolkata.

## Annexure-I: ISP Project Examples

### 1. ISP(C) without expenditure

|  |             |
|--|-------------|
| <b>A1.</b> Project cost [(a) proposed expenditure: ₹0 + (b) consultancy fee: ₹10,00,000/-] | ₹ 10,00,000 |
| <b>A2.</b> Overhead [@20% of A1(a)]  | ₹ 0         |
| <b>A3.</b> GST (@18% of [A1+A2])   | ₹ 1,80,000  |

**A. Total project value (A1+A2+A3) ₹ 11,80,000**

|                                     |                   |
|-------------------------------------|-------------------|
| <b>B1.</b> GST                      | ₹ 1,80,000        |
| <b>B2.</b> Overhead (@20% of A1(a)) | ₹ 0               |
| <b>B. GST + ISI Overhead</b>        | <b>₹ 1,80,000</b> |
| <b>C1.</b> Expenditure 1            | ₹ 0               |
| <b>C2.</b> Expenditure 2            | ₹ 0               |
| <b>C3.</b> Expenditure 3            | ₹ 0               |
| <b>C4.</b> Expenditure 4            | ₹ 0               |
| <b>C5.</b> Expenditure 5            | ₹ 0               |
| <b>C. Total expenditure</b>         | <b>₹ 0</b>        |

**D. Surplus (A-B-C) ₹ 10,00,000**

**E. PI and team ₹ 5,00,000**

**F. Institute Share ₹ 5,00,000**

**G. PI and team (10% of B2) (travel etc., akin CPDA) on reimbursement basis\* ₹ 0**

## 2. ISP(C) with expenditure

|   |             |
|---|-------------|
| <b>A1.</b> Project cost [(a) proposed expenditure: ₹8,00,000/- + (b) consultancy fee: ₹2,00,000/- ] | ₹ 10,00,000 |
| <b>A2.</b> Overhead [ @20% of A1(a) ]   | ₹ 1,60,000  |
| <b>A3.</b> GST (@18% of [A1+A2])  | ₹ 2,08,800  |

**A. Total project value (A1+A2+A3)** ₹ 13,68,800

|                                       |            |
|---------------------------------------|------------|
| <b>B1.</b> GST                        | ₹ 2,08,800 |
| <b>B2.</b> Overhead [ @20% of A1(a) ] | ₹ 1,60,000 |
| <b>B.</b> GST + ISI Overhead          | ₹ 3,68,800 |
| <b>C1.</b> Expenditure 1 (actual)     | ₹ 1,50,000 |
| <b>C2.</b> Expenditure 2 (actual)     | ₹ 2,50,000 |
| <b>C3.</b> Expenditure 3 (actual)     | ₹ 2,00,000 |
| <b>C4.</b> Expenditure 4 (actual)     | ₹ 1,50,000 |
| <b>C5.</b> Expenditure 5(actual)      | ₹ 0        |
| <b>C. Total expenditure (actual)</b>  | ₹ 7,50,000 |

**D. Surplus (A-B-C)** ₹ 2,50,000

**E. PI and team** ₹ 1,00,000

**F. Institute Share** ₹ 1,00,000

**F. PI and team (10% of B2) (travel etc., akin CPDA) on reimbursement basis\*** ₹ 16,000

**Balance (D-E)#** ₹ 50,000

### 3. ISP(R) with expenditure

|  |             |
|--|-------------|
| <b>A1.</b> Project cost [(a) proposed expenditure: 8,00,000/- + (b) consultancy fee: 2,00,000/-] | ₹ 10,00,000 |
| <b>A2.</b> Overhead [@20% of A1(a)]  | ₹ 1,60,000  |
| <b>A3.</b> GST (@18% of [A1+A2])   | ₹ 2,08,800  |

|                                     |            |
|-------------------------------------|------------|
| <b>B1.</b> GST                      | ₹ 2,08,800 |
| <b>B2.</b> Overhead [@20% of A1(a)] | ₹ 1,60,000 |
| <b>B.</b> GST+ ISI Overhead         | ₹ 3,68,800 |

**A. Total project value (A1+A2+A3)** ₹ 13,68,800

|                                      |                   |
|--------------------------------------|-------------------|
| C1. Expenditure 1 (actual)           | ₹ 1,50,000        |
| C2. Expenditure 2 (actual)           | ₹ 2,50,000        |
| C3. Expenditure 3 (actual)           | ₹ 2,00,000        |
| C4. Expenditure 4 (actual)           | ₹ 1,50,000        |
| C5. Expenditure 5 (actual)           | ₹ 0               |
| <b>C. Total expenditure (actual)</b> | <b>₹ 7,50,000</b> |

**D. Surplus (A-B-C)** ₹ 2,50,000

**E. PI and team** ₹ 1,20,000

**F. Institute Share** ₹ 80,000

**G. PI and team (10% of B2) (travel etc., akin CPDA) on reimbursement basis\*** ₹ 16,000

**Balance (D-E)#** ₹ 50,000

#### 4. ISP(T) without honorarium

|  |            |
|--|------------|
| <b>A1.</b> Project cost [(a) proposed expenditure: ₹3,00,000 + (b) consultancy fee: ₹7,00,000/-] | ₹10,00,000 |
| <b>A2.</b> Overhead [@20% of A1(a)]  | ₹ 60,000   |
| <b>A3.</b> GST (@18% of [A1+A2])   | ₹ 1,90,800 |

**A. Total project value (A1+A2+A3)** ₹12,50,800

|                                     |            |
|-------------------------------------|------------|
| <b>B1.</b> GST                      | ₹1,90,800  |
| <b>B2.</b> Overhead (@20% of A1(a)) | ₹60,000    |
| <b>B. GST + ISI Overhead</b>        | ₹ 2,50,800 |
| <b>C1.</b> Expenditure 1            | ₹ 50,000   |
| <b>C2.</b> Expenditure 2            | ₹1,00,000  |
| <b>C3.</b> Expenditure 3            | ₹1,25,000  |
| <b>C4.</b> Expenditure 4            | ₹ 25,000   |
| <b>C5.</b> Expenditure 5            | ₹ 0        |
| <b>C. Total expenditure</b>         | ₹3,00,00 0 |

**D. Surplus (A-B-C)** ₹ 7,00,000

**E. PI and team** ₹ 3,50,000

**F. Institute Share** ₹ 3,50,000

| <b>5. ISP(T-h) with honorarium</b>   |                   |
|--|-------------------|
| <b>A1.</b> Project cost [(a) proposed expenditure: ₹3,00,000 + (b) consultancy fee: ₹7,00,000] | ₹10,00,000        |
| <b>A2.</b> Overhead [@15% of A1(a)]  | ₹ 45,000          |
| <b>A3.</b> GST (@18% of [A1+A2])   | ₹ 1,88,100        |
| <b>A. Total project value (A1+A2+A3)</b>   | <b>₹12,33,100</b> |
| <b>B1.</b> GST   | ₹ 1,88,100        |
| <b>B2.</b> Overhead [@15% of A1(a)]  | ₹45,000           |
| <b>B.</b> GST + ISI Overhead   | ₹ 2,33,100        |
| <b>C1.</b> Expenditure 1 (actual)  | ₹ 50,000          |
| <b>C2.</b> Expenditure 2 (actual)  | ₹ 1,00,000        |
| <b>C3.</b> Expenditure 3 (actual)  | ₹ 1,25,000        |
| <b>C4.</b> Expenditure 4 (actual)  | ₹ 25,000          |
| <b>C.</b> Total expenditure  | <b>₹ 3,00,000</b> |
| <b>D.</b> Honorarium (for Course coordinators, supporting non-faculty & teaching faculty)      | ₹ 2,50,000        |
| <b>E.</b> Surplus (A-B-C-D)  | ₹ 4,50,000        |
| <b>F.</b> PI and team  | ₹ 0               |
| <b>G.</b> Institute Share  | <b>₹ 4,50,000</b> |

\*to be utilised as stated in Clause 4.2 above;

#to be utilised as stated in Clause 4.7 above