



SANTOSH

Deemed to be University

(Established u/s 3 of the UGC Act, 1956)

**MINUTES OF THE 47th ACADEMIC COUNCIL HELD ON 14.07.2022 AT 3.00 PM
IN THE MAHARAJA HALL, SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD,
NCR, DELHI.**

The Members of the Academic Council who were present in the meeting as per Attendance list is enclosed.

At the outset, the Vice Chancellor Dr. Tripta S Bhagat welcomed newly appointed Pro-Vice Chancellor, Dr. Ashok Kumar Sharma and all the members of the Academic Council.

The following Agenda Items were taken up for discussion:

ITEM: 1

**CONFIRMATION OF THE MINUTES OF 46th MEETING OF ACADEMIC COUNCIL
HELD ON 24.03.2022 AT 3.00 PM**

The Minutes of 46th meeting of the Academic Council held on 24.03.2022 at 3.00 PM were circulated to all members of Academic Council for their information and comments, if any. No comments were received; hence, the Minutes **were confirmed**.

ITEM: 2

**ACTION TAKEN ON THE MINUTES OF 46th MEETING OF ACADEMIC COUNCIL
HELD ON 24.03.2022 AT 3.00 PM**

The Action Taken on the Minutes of 46th meeting of the Academic Council held on 24.03.2022 at 3.00 PM **were noted** by the Members of the Academic Council. The **actions** were taken according to the decisions of the Academic Council and as approved by the Board of Management in its meeting held on 30.03.2022

ITEM: 3

**TO CONSIDER THE MINUTES/ RECOMMENDATIONS OF THE 55th MEETING OF
THE BOARD OF STUDIES HELD ON 11.07.2022 AT 3:00 PM.**

The Members of the Academic Council considered in detail the **recommendations / minutes** along with **AGENDA** of the **Board of Studies** held on 11.07.2022 at 3.00 PM and **approved** as under as indicated against each:-

3(1) TO CONSIDER THE PROPOSAL FOR STRATEGIC PLAN TO ACHIEVE QUALITY MANDATE OF FACULTY RESEARCH PUBLICATIONS -SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, DELHI NCR

The members of the Academic Council considered the **Minutes/ recommendations** of **BOS** for implementing Strategic plan to achieve quality mandate of faculty research publications as submitted by the Dean-Research and **noted** that the necessary orders were issued in this regard on 07.06.2022.

The Members of the Academic Council after considering the recommendations of the BOS **granted ex post facto approval** for the same as under: -

- a) As per NMC / DCI Norms, the Research Publications are **required** to be published in the indexed journals as indicated by these Regulatory Bodies from time to time for promotion to the post of Assoc. Professors /Reader and Professor. However, in order to increase the quality publications, **the University encourages publications** in Indexed Journals viz. SCOPUS / Web of Science / Pub Med / UGC CARE databases for promotions.
- b) All manuscripts will have to be cleared through Publication Oversight Committee, that is mandatory and HODs to ensure that every manuscript has to be through proper channel.
- c) All post-graduates who require submitting dissertations / projects as a part of curricular norms stipulated by respective Regulatory Council shall also prepare the manuscript for publication out of the dissertation / project work and submit for publication simultaneously.

The Research Section / Guides / Supervisors / HODs are required to provide necessary support and guidance for fulfilling this requirement to enable submission of the manuscript for publication in SCOPUS / Web of Science / Pub Med indexed journals / UGC CARE journal list along with submission of dissertation / project report to Santosh Deemed to be University.

- d) On analysis of the faculty: publication ratio of Santosh Deemed to be University, significant number of departments are below the minimum requirements, hence all Professors of Santosh Deemed to be University

shall publish at least one research article per year in the form of original Research communications, Review articles, Case reports, Letters to the Editor, Editorials etc. However, all these should only be in the indexed journals included in Scopus / Web of Science / Pub Med / UGC approved list of journals.

- e) All Ph.D. candidates, are required to publish at least Two original research articles out of the Ph.D. work besides the Review paper only in indexed journals included in SCOPUS / Web of Science / Pub Med and UGC approved list of journals.
- f) As an incentivizing mechanism, the University will reimburse **100% publication expenses** (for a period of one year i.e. upto 30.06.2023) of such research articles published only in indexed journals included in Scopus / Web of Science / Pub Med and UGC approved list of journals by the Faculty Members of the University.
- g) All the conference abstract books, workshop book, seminar volumes etc., shall be titled as Proceedings of the Conference / Workshop / Seminar and reshaped and printed with the help of professional / reputed printers and brought out as ISSN / ISBN publications. Similarly, all "Rapid Review series, conducted by the departments of Santosh Deemed to be University shall be titled as "updates" "For example- Updates in Molecular Biology 2022" etc., This effort will also help to comply with NAAC requirements of Books, Proceedings / Papers etc.
- h) In order to motivate all faculty members, a comprehensive Performance Linked Incentive system for the entire teaching faculty including the Professors, is under development in Santosh Deemed to be University and will be implemented shortly.

The Members of the Academic Council also considered the recommendations of the BOS and **recommended / approved** to reimburse **100% publication expenses** (for a period of one year i.e. upto 30.06.2023) towards papers as well as books published by faculty members.

3(2) TO CONSIDER UGC DIRECTIONS VIDE THEIR LETTER NO. 1-5/2021 (MEP/DESK-PARL.) DATED 08.06.2022 FOR ESTABLISHMENT OF 'RESEARCH AND DEVELOPMENT CELL' IN THE CENTRAL RESEARCH FACILITY- SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, DELHI NCR

The members of the Academic Council considered the **Minutes/**

recommendations of BOS and noted that the UGC vide their letter No. -5/2021 (MEP/DESK-PARL.) dated 08.06.2022 has directed for Establishment of 'Research and Development Cell' according to the UGC Guidelines.

The Members of the Academic Council after considering the recommendations of the BOS **recommended / approved** for implementing the directions of the UGC for **Establishment of the Research and Development Cell** in the Central Research Facility of the Santosh Deemed to be University **according to the Guidelines of the UGC** (enclosed as per **Annexure-I**) as under:

"The Research & Development Cell will function according to the Guidelines of the UGC. A Committee is constituted consisting of the following members to Monitor the functioning of the Research & Development Cell:

- | | | |
|---------------------------|---|-------------|
| 1. Vice Chancellor | - | Chairperson |
| 2. Registrar | - | Member |
| 3. Dean-SMC & H | - | Member |
| 4. Dean- SDC & H | - | Member |
| 5. Dean-Academics | - | Member |
| 6. Medical Superintendent | - | Member |
| 7. Dean-Research | - | Convener" |

3(3) TO CONSIDER SUB-COMMITTEE AND COLLEGE COUNCIL REPORTS FOR REVISION OF QUESTION PATTERN FOR MD / MS COURSES AT SANTOSH MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR

The members of the Academic Council considered the **Minutes/recommendations** of **BOS** and **noted** the following:

- 1) That a Sub-Committee was constituted by the University on 30.05.2022 to consider revision of Question Pattern of MD/MS PG Courses.
- 2) That the meetings of Sub-Committee and College Council were held on 13.06.2022 and 14.06.2022 for consideration of revision of Question Pattern of MD/MS PG Courses at Santosh Medical College & Hospital.
- 3) The recommendations of the Sub-Committee and College Council were submitted by the Dean, SMC&H vide her letter dated 16.06.2022 for revision of Question Pattern of MD/MS PG Courses.

The Members of the Academic Council after considering the recommendations of the BOS **recommended / approved** to implement the recommendations of the Sub-Committee and College Council as under for revision of Question Pattern of MD/MS PG Courses:

- (i) Every MD/MS programme shall have 4 theory papers of 100 marks each with a total of 400 marks allotted to theory. Each paper shall have 10 questions each of 10 marks.
- (ii) 30 % of each paper will have questions of **problem-solving type**.
- (iii) The practical exam shall be of 300 marks out of which 200 marks will be reserved for Practical and 100 marks shall be distributed in the following manner: -

GROUP A:

**Anatomy/Biochemistry/ Physiology/Microbiology/ Pathology/
Pharmacology/ Community Medicine /Forensic Medicine**

Grand Viva - 40

Pedagogy - 10

Thesis Viva - 10

Internal Assessment - 40 (20 marks for Logbook, 20 marks for Summative assessment)

OSPE/OSCE shall be compulsory and included in 200 marks practical

GROUP B:

General Medicine / General Surgery / Paediatrics / Orthopaedics / OBG / ENT / Ophthalmology / Respiratory medicine / Dermatology / Anaesthesiology / Psychiatry/ Emergency Medicine / Radio Diagnosis

200 marks practical including clinical cases

Grand Viva - 40

OSCE - 20

Internal Assessment - 40 (20 marks for Logbook, 20 marks for Summative assessment)

3(4) TO CONSIDER NMC GUIDELINES VIDE THEIR LETTER NO. D 11011/1/22/AC DATED 20.06.2022 TO IMPLEMENT COMPETENCY BASED POSTGRADUATE TRAINING PROGRAMME FOR BROAD SPECIALTY AND SUPER SPECIALTY SUBJECTS

The members of the Academic Council considered the **Minutes/ recommendations** of **BOS** and **noted** the following:

- 1) That the NMC vide their letter No. D 11011/1/22/AC dated 20.06.2022 has directed that the Guidelines for Competency Based Postgraduate Training Programme for Broad Specialty and Super Specialty Subjects are mandatory for all Institutions / Colleges under NMC.
- 2) That the existing **Curriculum / Syllabus and Question Pattern** of various MD/MS PG Courses were considered by the Board of Studies, Academic Council and Board of Management of the Santosh Deemed to be University according to the MCI Norms during 2009. After approval of the Board of Management the same were implemented at Santosh Medical College & Hospital. The same were compiled and printed in June 2012.
- 3) That the **Draft** for revision of Curriculum / Syllabus MD/MS PG Courses as per Guidelines for the Competency Based Post Graduate Training Programme as displayed on the NMC website, were considered by the Board of Management in its meeting held on 16.06.2021 and **approved the same for implementation from the Academic Session 2021-22 onwards** at Santosh Medical College & Hospital.
- 4) That The NMC has now directed to implement Guidelines for Competency Based Postgraduate Training Programme for Broad Specialty and Super Specialty Subjects at all Institutions / Colleges under NMC.

The Members of the Academic Council after considering the recommendations of the BOS **recommended / approved** for implementation of NMC directions dated 20.06.2022, the Guidelines for Competency Based Postgraduate Training Programme for Broad Specialty Subjects at Santosh Medical College & Hospital **from the Academic Session 2021-22 onwards** as has already been approved by the Board of Management in its meeting held on 16.06.2021.

3(5) TO CONSIDER THE GUIDELINES FOR REVISION OF INCUBATION AND INNOVATION CENTRE POLICY– SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, DELHI NCR

The members of the Academic Council considered the **Minutes/ recommendations** of BOS and **noted** that the existing Policy of Incubation and Innovation Centre was approved by the Board of Studies, Academic Council and Board of Management in their meetings held on 22.02.2021, 24.02.2021 & 27.02.2021 respectively.

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **recommended / approved** the **Guidelines** of the **Revised Policy of Incubation and Innovation Centre** as submitted by the Dean-Research as under:

**THE REVISED POLICY OF INCUBATION AND INNOVATION CENTRE
SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, DELHI NCR**

A. Santosh Startups Forum(“SSF”):

Santosh Startups Forum(“SSF”) is classified as a Non-profit organization under Section 8, Companies Act 2013, which has been incorporated with a specific intent to promote entrepreneur development, start-up incubation, and early-stage investment in the start-ups under the aegis of Santosh Deemed to be University.

B. Santosh Incubation and Innovation Center (“SIIC”):

SSF has established an Incubation and Innovation Center at SDU, by the name and style of ***Santosh Incubation and Innovation Center (“SIIC”)*** to promote entrepreneur development, incubating, supporting, training, promoting, mentoring, and funding early-stage businesses, start-ups, faculty, students, and entrepreneurs.

1. OBJECTIVE OF SANTOSH INCUBATION AND INNOVATION CENTER

Santosh Startups Forum has established a Santosh Incubation and Innovation Center with a mission to foster successful entrepreneurs and develop industry in the Knowledge and Technology based area.

SDU intends to incubate start-ups at SIIC. The purpose of SIIC will be to:

- a) Promote and interact with, and source technology, expertise from faculty members and research scholars and laboratory infrastructure of SDU.
- b) Help in getting other kinds of techno-managerial expertise required that is not available within the SDU.
- c) Incubating novel technology and business ideas into viable commercial products or services.

2. ELIGIBILITY & ADMISSION:

2.1 **Eligibility:** Admission to SIIC shall be open to all who seek to leverage the advantages offered by SDU, including:

- a) Faculty and Staff Members (*current and retired*)
- b) Students, research scholars and current project staff
- c) Students of other universities and institutes
- d) Alumni of Santosh
- e) Research Partners (Industrial Consultancy and Sponsored Research Projects) as well as others approaching SIIC

2.2 The proposals for incubation must meet at least one of the following conditions:

- a) Involve applications of Intellectual Property (IP) generated within SDU, or belonging to faculty, staff, students, or alumni
- b) Have potential for involvement or interaction with SDU faculty and/or use of facilities at SDU
- c) Have potential social or strategic impacts
- d) Have potential for resource generation, impact value or visibility to SDU and incubation-related activities at SIIC

2.3 Application for incubation would be open throughout the year.

2.4 A Technical Advisory Committee has been constituted by the Santosh Deemed to be University vide letter No. SU/R/2022/1334 dated 17.06.2022 consisting of the following members:

- | | | | |
|-------|------------------------------------|---|-------------|
| (i) | External Expert | - | Chairperson |
| (ii) | Dr. Tripta Bhaga (Vice Chancellor) | - | Member |
| (iii) | Dr. Alka Aggarwal (Dean Medical) | - | Member |

(iv)	Dr. Akshay Bhargava(Dean Dental)	-	Member
(v)	Dr. Shalabh Gupta (Dean-Academics)	-	Member
(vi)	Dr. Salaj Rana(Scientist ICMR)	-	Member
(vii)	Mr. Manoj Arora/Mr. Gagan Ghai (Director Wavemakers)	-	Member
(viii)	Mr. Abhimanyu Singh/Mr. Rajiv Bansal (Director Wavemakers)	-	Member
(ix)	Dr. Jyoti Batra (Dean Research)	-	Member Secretary

The Functions & Responsibilities of Technical Advisory Committee will be as under:

- Mentorship of Ideas
- Incubation of Startups
- Intra and Inter-sectorial collaborations
- Business Recasting and Reengineering
- Education and Awareness
- Evaluation of Ideas and Monitoring of Innovations

- 2.5 Applicants satisfying the above criteria shall submit an Application Form to SIIC-Admin Cell. The SIIC- Admin Cell will evaluate the application and may recommend the applicant to either the *Incubation* or *Pre-Incubation* process. In either case, the nature of support and interaction between the SIIC and Incubatee will be bound by an agreement, which will be signed by both parties.
- 2.6 The admission process for potential Incubatees begins with the submission of an application, once evaluated by the SIIC-Admin Cell for eligibility criteria, applicants must submit a detailed proposal. The business plan must cover all aspects *interalia* company description, value proposition, products and services, market and competition analysis, revenue model, milestones and timelines, development and marketing plan, organizational structure, core team, risk analysis, funding requirements and projected financials.
- 2.7 Applicants recommended for Pre-Incubation and/or Applicants who do not have a business plan may be admitted to Pre-Incubation, the guidance on creating a business plan shall be part of the Pre-Incubation process.
- 2.8 SIIC/SSF has the sole discretion on acceptance or rejection of proposals for incubation and the decision of SIIC-Admin Cell in this regard is final. SSF/SDU is not bound to provide any justification for rejections.
- 2.9 Once selected, the Incubatees are required to sign an agreement commencing formal incubation/pre-incubation at SIIC.

2.10 Primary Condition for Incubation

- a) The Incubatee maybe a *Private Limited Company (PLC)* within the ambit of the Companies Act, 2013. If a company has not been registered, an application may be made in the names of all promoters/ founders, under the condition that they will get the company registered a within three months of entry into incubation
- b) The Incubatee have submitted a viable business plan

2.11 Primary Condition for Pre-Incubation

- a) In case the applicant has a novel idea but is still a student he/she can apply for pre-incubation.
- b) For the Incubatees who have applied for Pre-Incubation, registration as a PLC will not be required. Here, the company/ Incubatee can remain as a Proprietorship Firm, a Partnership Firm or a Pre-Incorporated entity but will have to pay enhanced consideration.

2.12 The SIIC-Admin Cell / a Committee is constituted consisting of the following members:

- | | | | |
|-------|-----------------|---|-------------|
| (i) | Vice Chancellor | - | Chairperson |
| (ii) | Registrar | - | Member |
| (iii) | Dean, SMC & H | - | Member |
| (iv) | Dean, SDC & H | - | Member |
| (v) | Dean-Academics | - | Member |
| (vi) | Dean Research | - | Convener |

3. FACILITIES AND INFRASTRUCTURE

3.1 Upon admission to SIIC, the following infrastructural facilities will be offered to Incubate on an individual basis, apart from a set of shared/ common infrastructure mentioned hereinafter. SIIC may levy nominal fees and charges for some of the facilities, which may vary depending on the maturity stage of the Incubatees.

- a) Office space: Company-specific, and subject to limits
- b) Internet access
- c) Telephone lines

3.2 **Santosh Deemed to be University Infrastructure:**

- a) SIIC will also facilitate access to departmental laboratories and other resources of Santosh Deemed to be University for the

Incubatees for product development purposes. Access to departmental resources is possible through the Industrial Consultancy and Sponsored Research Committee (ICSRC), Santosh Deemed to be University and the usage of such resources will require the permission of the concerned department to avoid conflict with departmental activities and objectives.

- b) Usage of such resources shall be on a commercial basis as per the prevailing policies on Industrial Consultancy and Sponsored Research.
- c) SIIC may recommend to ICSRC to accept the consideration payable to Santosh Deemed to be University for the usage of departmental resources in the form of equity instead of cash.
- d) However, the decision to accept such consideration in form of Equity will solely rest with ICSRC, the equity if any shall be issued to SSF in addition to the that being issued for Incubation.

3.3 Apart from before stated company-specific infrastructure, SIIC will provide facilities to be shared by all Incubatees including:

- a) Printers
- b) Photocopier
- c) Scanner
- d) Meeting/Conference room with projection equipment
- e) Pantry facilities

3.4 **Services:** In addition to physical infrastructure, SIIC intends to provide the below mentioned support and services, which the Incubatee can avail of on prescribed charges:

- a) Company registration and filings
- b) Accounting services
- c) HR services
- d) Legal
- e) Intellectual Property (Copyrights, Trademarks, Patent) filings
- f) Training and Workshops
- g) Seed Funding support
- h) Governmental Agency funding

- i) Networking and linkages with SDU Alumni for mentorship, funding, technical expertise, and market access
- j) Networking and linkages with bodies such as The Indus Entrepreneurs (Tie)
- k) Venture capitalists / Angels / Investors Introductions
- l) Meetings with visitors of SDU (such as alumni, VCs, and industry professionals)
- m) Showcasing SDU incubated companies through networking and events
- n) Entrepreneurship meets

3.5 SIIC may also, assist the Incubatee in getting consultancy services through partner organizations and identified consultants, in the areas such as Market Research and Opportunity Identification, Valuation of Businesses, Competitor Research, Market Analysis and Sizing, Customer Search, Electronic Research, Marketing Plan formulation, Consulting on Strategies at various stages, i.e., Launch, Growth and Harvest of businesses. However, it is made clear that SIIC acts merely as a facilitator for any services and the Incubatees shall have to agree with the service provider regarding terms and conditions for availing of the service. SIIC may at its sole discretion provide certain services on a subsidized or no-charge basis.

3.6 **Mentoring and Advisory Facilities:** Each Incubatee is required to have a Faculty Mentor from SDU or if permitted by SDU, only in special cases, may have an additional mentor from any other Institute as a Faculty Mentor/ Advisor, primarily for technical issues. The terms and conditions in this regard have to be worked out by the Incubatees with the faculty concerned and intimated to SDU.

4. SEED FUNDING

4.1 SIIC may provide seed funding subject to the availability of funds/ grants/ schemes meant for this purpose. Seed funding will be sanctioned on a case-by-case basis and shall be based on the merits of each Incubatee. Admission to SIIC shall in no way automatically entitle Incubatees to seed funding.

4.2 Sanction and quantum of seed funding will be decided by the Technical Advisory Committee and may also be subject to the terms stipulated under the specific grant or scheme as applicable. Though seed funds may be sanctioned, disbursement may be linked to milestones. SIIC has sole

discretion on decisions on seed funding and is not bound to give justification in case a request is rejected, or the quantum is reduced.

- 4.3 Seed funds granted, facilities provided, and any consequent terms of use will be defined in the agreement(s), signed between Incubatee company and SIIC.
- 4.4 The Seed Funds shall be granted against the allotment of Equity as mutually agreed to, the equity shall be issued to SSF in addition to the that being issued for Incubation.
- 4.5 The quantum of equity will be mutually agreed upon based on the quantum of seed fund, SIIC will also nominate a member or suggest an invitee to the Incubatees company's board.
- 4.6 An Incubatee who has already received seed funding and needs additional follow-on funding on reaching the next maturity stage may approach SIIC, subject to the availability of such follow-on funding. In case such follow-on funding is sanctioned, SIIC will also determine the consequent additional quantum of equity shareholding and board membership accruing to SIIC.

5. TENURE OF INCUBATION

- 5.1 The Pre-Incubatees will be permitted to Pre-Incubate in SIIC for nine months. Two further extensions can be granted for 3 months each at a time, at the sole discretion of SDU.
- 5.2 The Incubatees will be permitted to incubate in SIIC for Twenty- Four months. Two further extensions can be granted for 6 months each at a time, at the sole discretion of SDU.

6. PERIODIC ASSESSMENT

- 6.1 SIIC will evaluate the performance of Incubatees, who are required to submit information to SIIC quarterly in a prescribed format. Additionally, Incubatees may also be subject to annual assessments.
- 6.2 Incubatees who have availed of a seed fund must submit a Utilisation Certificate duly certified by an auditor and will also be subject to periodic audits. Any un-disbursed portion of the seed grant may be adjusted subject to the performance of the company.
- 6.3 Incubatees have to submit their annual reports within 30 days from the date of their approval along with minutes of their Board Meetings and AGMs.

7. INFORMATION SUBMISSION

Incubatees will submit information to SIIC about all material changes or developments taking place in their companies from time to time. Such information could be (but is not limited to) change in name of the company, change in business or product profile, change in directors, promoters or shareholders, acquisition of a new office, additional equity, or debt investments. SIIC may require Incubatees to submit other information as it deems fit. Prior concurrence of SIIC should be obtained for effecting such changes.

8. CONSIDERATION

- 8.1 The Incubatees / Company are required to provide a Non-Dilutable Equity equivalent to **3%** of the Promoter's Equity (as defined in **Annexure B**) to SDU.
- 8.2 In case the Incubatees/ Company is housed as a Pre-Incorporated Entity and/or in Pre-Incubation, the Incubatee/ Company is required to provide a Non-Dilutable Equity equivalent to **5%** of the Promoter's Equity (as defined in **Annexure B**) to SDU.
- 8.3 In addition to this, the Company has to provide Non-Dilutable Equity equivalent to **1%** of the Promoter's Equity (as defined in **Annexure B**) to each mentor (member of faculty) from SDU.
- 8.4 Services availed from SDU Laboratories, Workshops, Centres, and equipment used by the Incubatees would be charged separately by SDU. The charges shall be on a commercial basis as per the prevailing policies on Industrial Consultancy and Sponsored Research.
- 8.5 ICSRC may accept the consideration payable to SDU for the usage of departmental resources in the form of equity instead of cash. However, the decision to accept such consideration in form of Equity and the quantum thereof will solely rest with ICSRC.
- 8.6 The Seed Funds will be granted against the allotment of Equity. The quantum of equity will be mutually agreed upon based on the quantum of the seed fund
- 8.7 SDU/SIIC shall levy a charge on the Incubatees for infrastructure and facilities. The current rates of consideration, subject to revision from time to time, are given in **Annexure A**.
- 8.8 A mandatory Incubation Fee will be charged monthly at the rate of Rs. 3,000/- per month, per Incubatees /promoter.
- 8.9 The said consideration (as mentioned in clause 8.7and 8.8) shall be payable by the company in the following manner:

- a) Rs.15,000/- (Rupees Fifteen Thousand) per quarter shall be payable in advance for every quarter one week before the start of the quarter or on the 24th of the month preceding the quarter. Quarter for this purpose would mean the quarter as per the English calendar commencing from January every year. The consideration for the quarter during which the incubation commences shall be proportionately adjusted taking into consideration the date of commencement of the incubation.
- b) In case, the consideration is in excess of the aforementioned Rs.15,000/- (Rupees Fifteen Thousand), the balance amount would have to be paid at the end of each quarter, in case the amount is less than the Rs.15,000/- (Rupees Fifteen Thousand), the excess amount will be adjusted towards next quarters payments.
- c) The Incubatee would have an option of deferring 50% of the charges mentioned in clause (as mentioned in clauses 8.7 and 8.8) till the time they exit from SIIC.
- d) In lieu of such deferment, the bills have to be paid at the time of exit either with an interest of 12% compounded quarterly or the Incubatees will have to issue an additionally **1%** of the non-Dilutable equity to SDU (whichever carries more worth at the time of exit) at the sole desecration of SSF.
- e) The company would also have the option of deferring 100% of the charges as mentioned in clauses 8.7 and 8.8, till the time they exit from SIIC. In lieu of such deferment, the bills have to be paid at the time of exit either with an interest of 12% compounded quarterly or the Incubatee will have to issue an additionally **2%** of the Non-Dilutable Equity to SDU (whichever carries more worth at the time of exit) at the sole desecration of SSF.
- f) **Default in payment:** If the Incubatee defaults to pay at any time any dues then they shall have the option to defer payment as provided in clauses (e) and (f) above.
- g) It is clarified the payments for the use of SDU Laboratories as provided in clause 8.4, above will have to be paid quarterly, unless the ICSRC has agreed to take in lieu thereof.

8.10 SIIC may provide services based on a mixture of Equity, Fee-Based and/or Zero Payment models on a case-to-case basis.

8.11 In the case of the compulsory equity model, the Incubatees may be given a cooling period of 3 months to use Incubation Services on a Fee Payment

basis to take a final decision based on satisfaction of services offered by SIIC.

- 8.12 SDU/ SIIC may change the above rates from time to time at its discretion and the date of implementation of the amended charges shall be applicable with immediate effect.

9. AGREEMENTS

The following agreements are required to be signed by the companies (or individuals) to the extent applicable:

- 9.1 **Incubation Agreement:** between SSF and an Incubatee company for admission of the company to SIIC. The incubation period, granted, facilities, infrastructure and support provided, equity shares allotted, and any consequent terms of use will be defined in the Incubation Agreement.
- 9.2 **Pre-incubation Agreement:** between SSF and Entrepreneur(s) or Incubatee Company for admission to SIIC. The Pre-Incubation periods, Incubation period, facilities, infrastructure, and support provided equity shares allotted and any consequent terms of use will be defined in the Pre-incubation incubation agreement.
- 9.3 **Seed Fund Agreement:** between SDU, SSF and an Incubatee Company with respect to the seed funds granted, equity shares allotted in lieu of the Seed Fund to the SSF and any consequent terms.
- 9.4 The Incubatee shall have to execute a separate agreement for Intellectual Property/know-how, Technology owned by SDU, as and when a request is made and agreed upon by SDU.
- 9.5 The Incubatees will have to sign Personal Guarantee(s), towards allotment of equity shares and unpaid or balance dues, charges, and any other levies by SDU as per clause 8 above.

10. "INCUBATED BY SANTOSH"

Companies incubated at SDU through SIIC may apply for permission to brand themselves as "Santosh Incubated Companies" or "Incubated by Santosh Deemed to be University." Conditions on terms of use of such branding will be defined in the signed incubation agreement.

11. PARTNERSHIP WITH SDU

- 11.1 The partnership between SDU/SSF/SIIC and the Company/Incubatees will be governed by the agreement(s) executed between them.

- 11.2 SIIC will nominate a representative as an independent director on the Board of Directors of the Incubatees Company till the time SDU holds equity.
- 11.3 The Incubatees will have to sign personal guarantee(s), towards allotment of equity shares and unpaid or balance dues, charges, and any other levies by SDU.
- 12. EXIT FROM INCUBATION**
- 12.1 The Incubatees will be required to leave the incubator under the following circumstances:
- a) After the completion of the Incubation including an extended incubation period, if any.
 - b) Raising substantial investment (Rs 1 Crore or more) from sources such as angel investors/Venture Capital Fund /any other investor
 - c) Underperformance or inability to perform business as evaluated and decided by SIIC/ SDU annually on a case-to-case basis.
 - d) Irresolvable promoters' disputes in the opinion of SIIC / SDU on a case-to-case basis.
 - e) Violation of any statute, rule or regulation of SDU in the opinion of SIIC/ SDU on a case-to-case basis.
 - f) The number of employees of the Incubatee exceeds 20.
 - g) When the annual gross revenues of the Incubatee (excluding all the taxes) exceed Rs. 1 Crore or the Profit Before Tax exceeds Rs. 25 Lakhs.
 - h) When the company enters into an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products, or business plan.
 - i) Change in promoters'/ founders' team in the opinion of SIIC / SDU on a case-to-case basis.
 - j) Any change of more than 50% of equity ownership unless approved by SIIC, in the opinion of SIIC/SDU on a case-to-case basis.
 - k) Any other reason for which SIIC may find it necessary for an Incubatees company to leave.

- l) These conditions may be amended from time to time as per the policy of the Government of India or SDU and would be binding on Incubatee.

12.2 At the time of exit, the decision of SIIC/SSF/SDU regarding the buyback of full or part of the equity issued shall be conveyed to the Incubatees company and the c Incubatees company shall abide by the decision.

13. SDU Equity Exit

13.1 The Incubatee shall allot Equity to SSF and shall be maintained till the Incubatee exits from the SIIC or the Company and Promoters raise investment from an Angel Investor, Venture Capital Fund, or any other source (*This will be applicable from the day product is ready from the market*).

13.2 The Incubatee shall arrange for the sale of the shares to the Investor and/or shall be purchased by the Incubatee on the Post Money Valuation.

13.3 If the company fails to raise investment from an Angel Investor, Venture Capital Fund, or any other source for five years from the date of the last issuance of shares in favour of SSF, SSF will have a right to sell its holding to the promoters of the Company at a value which will be higher of book value and fair value, and promoters of the Company will be bound to buy the shares from SSF as stated above.

13.4 Method of valuation for Equity Disposal:

a) The method of maintaining the equity of SSF at the stipulated level and the mechanism for equity disposal are as follows:

- (i) The post-money valuation (in case investment is raised from Angel Investor, Venture Capital Fund)

- (ii) On a price as mutually agreed.

- (iii) On a price calculated by an expert so appointed with mutual consent

b) In case the parties do not agree with the amount calculated through mode as given in (i) to (iii) above, the valuation shall be done based on the expenditure incurred and/or the assets (tangible and intangible) generated.

- (i) All expenditure incurred including salaries shall be compounded every quarter by a risk-adjusted rate of return of 24%. This rate has been arrived at keeping in general, that the expected rate of return in successful ventures is of the

order of 40-50%. The value of the company shall be treated as equal to this value.

- (ii) In the case where the Director/promoter is working in the company without or nominal salary/remuneration, their contribution shall be calculated for this purpose as equivalent to the total emoluments drawn on the date of valuation by an Assistant Professor of SDU including such emoluments like Basic, Dearness, House Rent Allowance, and other allowances.

14. DISCLAIMER

14.1 The Incubatees understand and acknowledge that SDU/SSF intends to provide support and services to the Incubatees in good faith to pursue its objective to promote entrepreneurship by converting innovative technologies developed at SDU to commercialization by incubating and supporting new enterprises. It is understood that by agreeing to provide various supports and services, SIIC does not undertake responsibility for:

- a) Ensuring the success of an Incubatees, its products/ process/ services or marketability.
- b) Ensuring quality of support and services provided by SIIC to the complete satisfaction of the Incubatees or their promoters/ founders.
- c) Ensuring quality of services of the consultants engaged by the Incubatees through the SIIC network. Incubatees will have to apply their judgements before getting into a relationship with them.
- d) The Incubatees will understand and agree that SIIC or their employees shall not be held liable for any reason on account of the above.

15. AMENDMENTS

Notwithstanding anything contained hereinabove, SIIC may at any time amend all or any part of the policy and its annexure and the Incubatees shall be bound by the said amendments. The amendments shall be applicable with immediate effect.

16. JURISDICTION

As a policy, all agreements to be signed by Santosh Startup Forum (SSF) will have the jurisdiction of the Courts in Delhi and shall be governed by appropriate Laws in India.

Annexure A

Consideration for infrastructure facilities in addition to other:

The consideration payable by the Incubatees for the use of the incubation center facilities and infrastructure will be as follows:

Office Usage Fee	:	@ Rs.20/sq.ft/month
PC usage fee (up to 2 PCs)	:	@ Rs.1000/month/computer
Printer	:	@ Rs.500/month/(laserjet)
Internet connection	:	@ Rs.1000/quarter
Electricity charges including air-conditioning	:	On actuals per quarter
Any other facility required by incubate/Resident	:	On actuals per quarter

Annexure B

Clarification of the word “non-Dilutable” appearing in Clause 8 of this Policy

What is non-dilutable?

This is clarified for the interests of the parties and to avoid any confusion or ambiguity. The Company and their Promoters agree that SIIC is providing an incubation facility which is very critical for the growth and sustenance of the Company in its early days, in return SSF shall be provided with Equity Shares being a % of the “Promoters’ Holding” in the company free of cost and this shall be the duty of the promoters to maintain SSF’s equity of promoters’ shares till SDU decides to sell or give buy-back option to the Company or promoters.

Who are Promoters (For the purpose of this Policy)?

Promoters are natural persons, including their close relatives and family members, who have formed the company and have signed the Articles of Association before the Registrar of Companies and have approached SIIC, SDU with Incubation Proposal and have signed the Incubation Agreement.

Illustration: Suppose “A” and “B” form a Company “C,” here A & B are the promoters, and 5% of Promoters Equity is to be issued to SSF. The equity holding distribution is given below:

Share Holder	No Of Shares
A	10000
B	10000
SSF 5 % of Promoters Equity (A+B)	1000
Total	21000

Case 1: Suppose a Venture Capitalist (VC) invests in the company against 25 % equity post Money. The structure of the shares holding will be:

Share Holder	No Of Shares
A	10000
B	10000
SSF 5 % of Promoters Equity (A+B)	1000
VC	7000
Total	28000

Equity holding of Promoters (A+B) remains the same, so there is no requirement to give additional shares to SSF

Case 2: Suppose Promoters increase their shares by 5000 Each by any mode like but not limited to issuing additional shares, bonus shares then SSF’s equity will also be increased, without any consideration. However, this condition shall apply only up to a period of one year from the date of exit from SIIC

Share Holder	No Of Shares
A	15000
B	15000
SSF 5 % of Promoters Equity (A+B)	1000+500 = 1500
Total	31500

Case 3: Any dilution of the equity may be based on the valuation of the promoters holding at the times of valuation. The Incubatee Company can issue additional equity at a premium based on the valuation. In case the shares are issued at a rate less than the full value, the SSF's shareholding shall also be increased in such a ratio that equity is maintained at a 5% value of the pre-issue valuation.

Share Holder	No Of Shares	Value @ 100
A	1000	Rs.1,00,000
B	1000	Rs.1,00,000
SSF 5 % of Promoters Equity (A+B)	100	Rs.10,000
Total	2100	Rs.2,10,000

A and B issue additional 100 shares at a value of Rs.80, which is less than the full value (Rs. 100/-)

Share Holder	No Of Shares	Value @ 96.154
A	1000	Rs.96,154
B	1000	Rs.96,154
SSF 5 % of Promoters Equity (A+B)	100+4 = 104	Rs.10,000
New Shares @80	500	Rs. 40,000
Total	2600	Rs.2,50,000

So, according to this illustration the Incubatee Company has to issue 4 additional shares to SSF against this SSF shall not pay any money.

Please note that these hypothetical illustrations are only for the purpose of clarification and should not be construed as actual which may be different from these figures.

3(6) TO CONSIDER REVISION OF GUIDELINES OF INTELLECTUAL PROPERTY RIGHT POLICY OF SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, DELHI NCR

The members of the Academic Council considered the **Minutes/ recommendations** of **BOS** and **noted** that the existing Guidelines of Intellectual Property Right Policy of the Santosh Deemed to be University has already been approved by the Board of Studies, Academic Council and Board of Management in their meetings held on 05.08.2020, 07.08.2020 and 08.08.2020 respectively.

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **recommended / approved** the **Revised Guidelines of Intellectual Property Right Policy** of the Santosh Deemed to be University as submitted by the Dean-Research as under:

THE REVISED GUIDELINES OF INTELLECTUAL PROPERTY RIGHT POLICY OF THE SANTOSH DEEMED TO BE UNIVERSITY

PREAMBLE:

Santosh Deemed to be University (hereafter referred to as '**SDU**') was established in 2007, under section 3 of the University Grants Commission Act, 1956, with the objective to develop patterns of teaching in Undergraduate and Post-graduate Medical Education in all its branches so as to demonstrate a high standard of Medical Education in India; to bring together in one place educational facilities of the highest order for the training of personnel in all important branches of health activity, and to attain self-sufficiency in Postgraduate Medical Education.

SDU has comprehensive facilities for teaching, research, and patient care. SDU conducts teaching programs in medical and para-medical courses both at undergraduate and postgraduate levels and awards its own degrees. Teaching and research are conducted in more than 20 disciplines. SDU has conducted Medical Research, published in peer-reviewed journals by its faculty and researchers every year.

In keeping with global developments in the field of Medical Sciences, SDU is committed to research, development of technology and innovation in Medical Sciences. In order to encourage such innovations and their translation into patient care for the larger benefit of humanity, SDU has to preserve the fundamental spirit of academic research in Medical Sciences and be an engine for growth toward India becoming a knowledge economy.

Intellectual Property Rights (IPR) is an essential component to preserving the rights of the innovators/inventors and their parent institutions.

The Central Government approved the National Intellectual Property Rights (IPR) Policy in 2016, which is the modal framework which shall lay the future roadmap for IPRs in India. The National IPR Policy is a vision document that encompasses and brings to a single platform all Intellectual Property Rights. It aims to incorporate and adapt to global best practices to the Indian scenario.

In line with the National Intellectual Property Rights (IPR) Policy, the present policy aims to facilitate Intellectual property protection for a novel product/process/work or to keep it in the public domain as is deemed fit. The policy should motivate the faculty and students of SDU to get Patent/IPR protection and facilitate the technology transfer of their inventions.

1. OBJECTIVES

The material put forward in this document relates to an IPR policy (and related administrative Procedures) with the following objectives:

- a) To provide a framework to foster innovation and creativity in the areas of Medical Sciences, technology, and humanities by nurturing new ideas and research, in an ethical environment.
- b) To promote academic freedom and safeguard the intellectual property rights of all those who are involved in the creation/invention of intellectual property at SDU.
- c) To protect Intellectual Property (IP) rights generated by faculty, students, researchers, and staff at SDU, by translating their creative and innovative work into IP rights.
- d) To lay down an efficient, fair, and transparent administrative process for ownership control and assignment of IP rights and sharing of revenues generated by IP, created, and owned by SDU.
- e) To promote more collaborations between academia and industry through better clarity on IP ownership and IP licensing.
- f) To create a mechanism for knowledge generation and its commercial exploitation. The purpose of IP commercialization is also to augment the financial self-sustenance goals of SDU and its labs and to reward faculty and researchers.
- g) To establish a mechanism for technology transfer and a proportionate share of revenue among valid stakeholders.
- h) To establish a policy for guarding the interests of its employees in their role as authors/editors for ownership of copyright and royalty etc.

- i) To establish an IPR Cell for supporting all innovation, creativity and IPR related endeavours of students, research scholars and faculty members. This IPR Cell will be the nodal agency to implement the mandate of this Policy.

2. DEFINITIONS

- a) **Academic freedom:** The freedom of the academic staff of SDU to conduct their own academic activities including teaching, training, basic and clinical research, and development. They should be free to choose their own research field, pursue self-initiated research, and collaborate with others to achieve excellence in and maintain high standards of research.
- b) **Activity:** Activities related to teaching, research, consultancy, generation, and dissemination of information carried out by a person or an Institution independently, or collaboratively.
- c) **Associated Agreement:** A document created with mutual consent of involved parties defining the rights, roles, and responsibilities of each of the parties, for example, Memorandum of Understanding (MoU), Research Agreement, Consultancy Agreement, Non-Disclosure Agreement (NDA), Research Contract, Grant Award Letter and any other type of agreement concerning research pursued by researchers and/or IP created at SDU.
- d) **Collaborator:** Collaborator refers to any Government, quasi-government, public enterprise, non-government, or private entities which are involved with SDU and its employees and students in the conduct of the research. The collaborator may or may not fund or part-fund the study. The collaborator may be national or international
- e) **External Partners:** includes the Government of India, State Government(s), Local Self- Governments, Government Departments, Foreign Governments, International Organizations, Public Sector Undertakings (PSUs), all types of Private Sector Organizations, Multinational Corporations, Non-Governmental Organizations, and/or other institutions that provide research projects or consultancy assignments to researchers on a regular or irregular basis; or any combination(s) of the above.
- f) **Intellectual property:** means any right to intangible property, including trade secret, trademark, patent, design, Semiconductor Integrated Circuits Layout-Design, and plant variety as defined under the applicable laws.

g) **Intellectual Property Rights:** means ownership and associated rights relating to aforementioned Intellectual Property, either registered or unregistered, and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case, all rights or forms of protection having equivalent or similar effect anywhere in the world. The IP recognized in India are broadly listed below:

- i) **Patent:** It is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something or offers a new technical solution to a problem.
- ii) **Copyright:** It is an exclusive right given to the author of the original literary, architectural, dramatic, musical, and artistic works; cinematograph films; and sound recordings.
- iii) **Trademark:** It means a mark which is capable of being represented graphically and capable of distinguishing the goods or services of one person from those of others and may include the shape of goods or their packaging and combinations of colours.
- iv) **Design:** It means only the features of shape, configuration, pattern, ornament or composition of lines or colours applied to any article whether in two dimensional or three dimensional or in both forms, by any industrial process or means, whether manual, mechanical or chemical, separate, or combined, which in the finished article appeal to and are judged solely by the eye
- v) **Semiconductor integrated Circuit:** It means a product having 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.
- vi) **Plant Variety:** It recognizes the contributions of both commercial plant breeders and farmers in plant breeding activity and also supports the specific socio-economic interests of all the stakeholders including private, public sectors and research institutions, as well as resource-constrained farmers.
- vii) **Geographical Indication:** Means an indication which identifies such goods as agricultural goods, natural goods, or manufactured goods as originating, or manufactured in the

territory of a country, or a region or locality in that territory, where a given quality, reputation or other characteristics of such goods is essentially attributable to its geographical origin

- h) **Inventor(s):** A **person** or a group of persons responsible for creating intellectual property (IP).
- i) **Material Transfer Agreement (MTA):** A Material Transfer Agreement (MTA) is a contract that governs the transfer of tangible research materials between two organizations when the recipient intends to use them for his or her own research purposes.
- j) **Moral Rights:** Moral rights are the author's or creator's special rights to claim authorship over his work and have it attributed to him as well as the right to restrain or claim damages in the event of any distortion, mutilation, modification or any other untoward act done to his work.
- k) **Non-Disclosure Agreement (NDA)/Confidentiality Agreement:** the agreement intends to protect proprietary or confidential information among the parties involved in executing an NDA.
- l) **Patentee:** A patentee is a person who has been granted a patent.
- m) **Project staff:** means a person employed temporarily on a contract under a research project in a defined capacity to support/carry out part of the research activity or any other activity at SDU for a defined period of time.
- n) **Research:** Ownership rights over IP generated in academic institutions may vary as per the source of funding, for the research through which IP was generated. Hence, it is important to understand the different contexts in which IP may be generated within SDU. The important contexts in which they produce IP are:
 - i) The research was undertaken by a researcher in the normal course of his/her engagement/ appointment with SDU, utilising resources of SDU. This includes, but is not limited to, use of space, facilities, materials, or other resources of SDU, specific monetary support for research through grants or fellowships, funds for procuring books/ equipment or materials for specific research projects, and creation/ modification of infrastructure like labs for the specific needs of research.

- ii) The research was undertaken by a researcher in collaboration with an external partner. This support from external partners includes, but is not limited to, specific monetary support given for research through grants or fellowships.
- o) **Researcher:** means.
 - i) persons employed by SDU, including student, employees and technical staff.
 - ii) students, including undergraduate, postgraduate, doctoral, and post-doctoral students of SDU; enrolled as a full-time student, part-time student, casual student, or exchange student from other universities/colleges for professional and research training
 - iii) any persons, including visiting scientists.
 - iv) who uses the resources of SDU and who performs any research task at SDU or otherwise participates in any research project(s) administered by SDU, including those funded by external sponsors? Wherever different conditions are applicable for any of the sub-categories of researchers, they are specifically mentioned in the Policy.
- p) **Revenue:** means the amount derived from the technology transfer and commercialization of IP (by the inventor if commercialized by the inventor or by SDU if commercialized by SDU), net of taxes, expenses (which may be carried forward from year to year to offset gross revenue) incurred in the IP protection, maintenance and commercialization, and includes, without limitation, proceeds from royalties, profit-sharing, lump-sum payments, and sale of rights as applicable.
- q) **Sponsor:** Sponsor will refer to Government, quasi-government, non-government, or private entity whether national or international which funds the research/study/survey conducted at or by SDU and its faculty.
- r) **Sufficient Disclosure:** It means providing a detailed description of features essential for carrying out the invention, in order to render it apparent how to put the invention into practice to a person skilled in the art.

- s) **Supporting Staff:** A person, employed full-time or part-time in a research project under a defined capacity to support/carry out part of the research activity or other ancillary activities.
- t) **Traditional knowledge:** The knowledge developed by the Indigenous or local communities for the use of a natural resource with respect to traditional practice, food, medicine etc. over a period of time and has been passed from one generation to another traditionally.
- u) **Visitor:** a person either from India or abroad visiting under a collaborative activity or associated work at SDU. It is expected that the visit has been approved by the competent authority of SDU.
- v) **Work Commissioned/Outsourced** - work commissioned by SDU to a consultant/author or group of consultants/authors either employed by SDU or invited from outside SDU with or without any consideration in cash or kind. Typical examples of SDU commissioned works are a. Design work, b. Artistic Work, c. Medical/Engineering/Architectural Models, d. Computer Software e. Reports based on surveys and analysis, f. Video works.
- w) **Work for hire-** the work (or a product) originated from SDU and is meant for the specific purpose of SDU and produced by (a) a consultant/author during his/her employment at SDU or (b) a non-employee under contracted work by SDU.

3. SCOPE OF POLICY

- a) For purposes of this Policy, the governance terms will apply to all Intellectual Property (IP), potential IP and other technology or know-how as well as, all IP rights associated with them, from the date of implementation of this Policy.
- b) This Policy shall apply to all students, faculty, staff, and researchers who have established legal relationships with SDU, based on which the researcher is bound by this Policy. Such a legal relationship may arise pursuant to the provision of law, collective agreement, or individual agreement (may refer to employment/ retainership contract/ pursuance of studies or any other legal arrangement).
- c) This Policy shall not apply in cases in which the researcher entered into an explicit arrangement to the contrary with SDU prior to the effective date of the Policy, or SDU previously entered into an agreement with a third-party concerning rights and obligations set out in this Policy.

- d) Any waiver of SDU's rights shall only be effective in writing, recommended by the IPR Cell and approved by the Vice-Chancellor, SDU before it is operable.
- e) Except as otherwise specified below in the policy, IP created by employees in the course of their employment or study at SDU, commissioned by SDU or produced under the terms of a research grant or contract between SDU and an external third party shall belong to SDU.

4. GENERAL PRINCIPLES

- a) Publication/ Display in Public Exhibition of Invention before Filing for Patent: An invention, if published or publicly displayed cannot be patented, as such publication or public display leads to a lack of novelty
- b) Attribution or Citation should be done wherever references have been sourced from other work(s): Copying or using any work from an already published or non-published work, whether digital or in physical form, should be rightly attributed and referenced to the source. Unless allowed as "fair dealing," copying should not be done without obtaining required permissions/ licences from the author/ creator. Remember, plagiarism is not only immoral but also illegal.
- c) Laboratory Notebook Researchers and Faculty should maintain a laboratory notebook while performing research that has the potential to be commercialized and should ensure that it is regularly signed and dated by a senior colleague wherever applicable. This may be required to be produced as evidence in a court of law in case of any dispute.
- d) Keep a record of all legal and related documents: All agreements which are to be entered into with co-creators/ inventors / third parties should be documented properly to establish the ownership of any IP created. Additionally, keep a record of all documents relating to the IP, since the expressed inception of the idea.
- e) Activities carried out jointly with other departments, institutions, or agencies or under sponsorship by an agency should be initiated after the governing terms are agreed upon mutually.
- f) IPR which are barred/exempted under the governing laws of India shall not be taken/permitted for protection by SDU. Inventors are requested to refer to the IP statutes and other related rules for further confirmation.

- g) It is advisable to disclose an invention to the IPR Cell and seek assistance before the details of the invention are included in any grant application or published or disclosed to an industrial party.
- h) Rain check regarding names/ brands before choosing a trademark: A prior public search for trademarks would prove beneficial before choosing a name or a brand name. This would aid in checking whether the same has been registered already as a trademark.

5. Intellectual Property Rights Cell (IPR Cell)

- a) SDU shall establish an 'Intellectual Property Rights Cell (hereinafter referred to as IPR Cell)' to facilitate IPR Policy.
- b) IPR Cell shall envision promoting academic freedom and safeguarding the interests of the inventor in the creation and commercialization of intellectual property with legal support, wherever necessary. They also envision creating an environment for acquiring new knowledge through innovation, developing an attitude of prudent IP management practices, and promoting an IPR culture compatible with the educational mission of SDU.
- c) IPR Cell will function with the prime focus of enabling students, researchers, and professors to identify, generate and protect their intellectual property through filing procedures for rights like patents, copyrights, trademarks, designs, etc. IPR Cell will also cater to the commercialization of intellectual property, which will further foster the creation of a fruitful dynamic system between universities, investors, and industries. Along with this, IPR Cell will ensure seamless and ceaseless knowledge transfer amongst students and faculties, alike.
- d) IPR Cell will be the core administrative body which will be responsible for evolving detailed procedures to facilitate the implementation of the IPR policy of SDU and carry out related responsibilities on behalf of SDU.
- e) This IPR Cell will have the following members:
 - i) Vice-Chancellor - Chairperson
 - ii) Registrar - Member
 - iii) Dean, Academics - Member
 - iv) Dean Medical - Member
 - v) Dean Dental - Member

- vi) Medical Superintendent - Member
 - vii) Dean Research - Co-Ordinator
- f) The IPR Cell can be expanded/reconstituted to consist of senior faculty, junior faculty and other interested parties and will be responsible for formulating, administering, reviewing, and modifying the IPR policy under the guidance of the Vice-Chancellor.
 - g) The IPR Cell may constitute sub-committees to focus on specific areas (*interalia* Awareness/ Public Outreach, Education, Operations, Legal Assistance, Administration, Due Diligence) and make informed decisions within the authority delegated to each of the Committees. Each Committee of the IPR Cell may be guided by its charter, which defines the scope, powers, and composition of such committee. All decisions and recommendations of the committees will be placed before the IPR Cell for information or approval.
 - h) The IPR Cell will be responsible for evolving detailed procedures to facilitate the implementation of the IPR policy of the University.
 - i) The IPR Cell shall meet at regular intervals, but not less than once a year and all issues pertaining to IPR shall be taken up and recorded properly.
 - j) The IPR Cell will take initiatives for the commercialization under the terms and conditions of the IPR policy

6. THE FUNCTIONS OF THE IPR CELL ARE AS UNDER:

- a) Education of faculty, students, employees, and other collaborators on the issue of IPR.
- b) Evaluation of ideas and innovations and their conversion from the conceptual stage to the deployment stage.
- c) Advisory role to inventors and innovators regarding the best method for protecting their IP.
- d) Commercialization of the IP

7. POWERS OF INTELLECTUAL PROPERTY RIGHTS CELL (IPR CELL)

Intellectual Property Rights Cell (IPR Cell) will be the core administrative body which will be responsible for evolving detailed procedures to facilitate the implementation of the IPR policy of SDU. The role of the IPR Cell would be:

- a) to create and finalize procedures and guidelines for the implementation of the IPR policy at SDU.
- b) to create and finalize draft agreements facilitating IP protection by SDU. The Chairperson of the IPR Cell or his designated nominee will be authorized signatory on behalf of SDU to sign all agreements/power of attorney/MOU and all documents related to the IPR Cell.
- c) to facilitate filing of IPs by both SDU appointed bodies as well by individual faculty/Staff using their projects and other funding and formulate programs for educating faculty/students/supporting staff/project staff/visitors about IPR and other associated issues.
- d) to decide on funding of any IPR application from Faculty /researchers/ students/ project staff/ supporting staff/ visitors of SDU.
- e) to redress any conflict, grievance regarding ownership of IP, processing of IP proposals, procedures adopted for the implementation of IPR policy and interpretation of various clauses of IPR policy.
- f) to investigate the matter of violation/infringement of any intellectual property rights related to SDU and make a recommendation to the Director for the resolution of such violation/infringement.
- g) to deal with any relevant issues arising out of promotion as well as the implementation of IPR policy.
- h) any other task assigned by the appropriate authority (Director, Governing body, or Institute Body of SDU) from time to time.

8. RESPONSIBILITY OF THE RESEARCHER AND/OR THE IPR CELL

- a) While the process of obtaining IPR protection is ongoing, sending abstracts, and research articles to the public domain, and presenting work in public interfaces like conferences, and newspapers are prohibited. However, after filing IPR either in provisional or in full, innovators would be able to bring their innovation to the public domain.
- b) **Invention Disclosure:** Inventor(s) desirous of protecting the IP associated with specific research or invention(s) should first ensure that it is not disclosed in a public forum and that any discussions/collaborations that have been conducted will not be

available to the public. The invention(s) should then be disclosed in full to the University through the — Invention Disclosure Form obtained from IPR Cell. The form may be submitted to the office of the Santosh Deemed to be University. The Invention Disclosure Form is to be treated as a — confidential document by both the inventor(s) and the University offices.

- c) Inventors and/or the IPR Cell shall enter into a Non-Disclosure Agreement (NDA)/Confidentiality Agreement before sharing proprietary or confidential information with any third party apart from inventors.
- d) Inventors and/or the IPR Cell shall enter into a Material transfer agreement with any third party apart from inventors to govern the transfer of tangible research materials. MTAs should define the rights, obligations, and restrictions for both the provider and recipient with respect to the materials and any derivatives, any confidential information exchanged with the material, publication of recipient research results, permitted use of the material, and other associated legal issues that the provider and recipient may wish to specify in the transaction.
- e) Inventors should make a Data protection agreement as part of a collaborative research agreement to primarily deal with the obligations to protect Sensitive Personal Data or Information (“SPDI”) and compensation for negligence in implementing and maintaining reasonable security practices and procedures in relation to SPDI.
- f) Inventors and/or the IPR Cell shall allow third party use of the technology, know-how or IP only after due execution of Tech-Transfer or License Agreement, respectively.
- g) Innovations and practices associated with the use and application of traditional knowledge and biological resources shall abide by the provisions of the Biological Diversity Act, 2002.

9. OWNERSHIP OF IP

There could be various scenarios when an IP is created. The policy will apply to them as follows:

9.1 IP GENERATED FROM RESEARCH CONDUCTED BY UTILISING RESOURCES OF SDU

- a) Patents: All inventions whether made by student/ researcher/ faculty (in furtherance of their responsibilities with SDU),

developed by utilising the resources of SDU, or with the mix of funds, resources and/or facilities of SDU, shall ordinarily be vested with SDU.

- b) Copyright: The ownership rights in scholarly and academic works generated utilising resources of SDU, including books, articles, student projects/dissertations/ theses, lecture notes, audio, or visual aids for giving lectures shall ordinarily be vested with the author(s).
- c) Trademarks: The ownership rights in all trademarks involving SDU shall ordinarily be vested with SDU. SDU may formulate necessary guidelines regarding the usage of the name of SDU through their trademark.
- d) Industrial Designs: All industrial designs whether made by student/ researcher/ faculty (in furtherance of their responsibilities with SDU) developed by utilising the resources of SDU, or with the mix of funds, resources and/or facilities of SDU, shall ordinarily be vested with SDU.
- e) Semiconductor Integrated Circuits and Plant Variety: The ownership rights over integrated circuits and plant varieties, with the utilization of resources of SDU, shall vest with SDU.
- f) If SDU determines that an invention, trademark, industrial design, semiconductor integrated circuit layout design or plant variety was made by an individual(s) on his/her own time and unrelated to his/her responsibilities towards SDU and was conceived or reduced to practice without the use of resources of SDU, then the right to the same shall ordinarily be vested with the said individual(s).

9.2 IP GENERATED FROM RESEARCH CONDUCTED IN COLLABORATION WITH EXTERNAL PARTNERS

- a) With regard to research conducted in collaboration with external partners, ownership of IP shall be determined as per the terms and conditions in the agreement signed between the concerned parties. However, unless agreed upon explicitly, SDU shall normally retain a perpetual, royalty-free license to use the IP for research and educational purposes.
- b) In the absence of a specific agreement between SDU, and the external partner, who is providing research support, the IP rights shall be shared amongst the concerned parties, similar to the royalty proportion set out under the “Licensing and Revenue Sharing” section in this policy.

- c) Sponsor(s) shall not be assigned any IP ownership or rights irrespective of the extent of support they provide. The assignment of ownership and IP rights will be done according to the above clauses. The sponsor(s) will be eligible to claim a share of any revenue generated from the invention which shall be negotiable and proportionate to the support provided for the development and/or refinement of the invention, subject to the approval of the Vice-Chancellor or any committee set up for that purpose.
- d) Manufacturer(s) / Industry Partner(s) shall normally not be assigned any ownership of the IP. They shall be assigned licenses or technology transfer agreements to manufacture the invention on a large scale. The royalty sharing shall be negotiable based on the support provided during the initial stages of product development and the investment made in terms of production designing, manufacturing cost, publicity, marketing, and sales, subject to the approval of the Vice-Chancellor or any committee set up for that purpose. Normally, the inventor(s) shall receive a share not less than 5% of the net profit.

9.3 IP GENERATION UNDER RESEARCH PROJECTS THAT FORM A PART OF THE DEGREE PROGRAMMES AT ALL LEVELS

- a) Research projects that form a part of the degree programmes at both undergraduate and postgraduate levels e.g., B.Sc., M.Sc., PhD, MBBS, MD, MS, DM, MCh etc., are usually initiated and proposed by members of the teaching Faculty and will often be connected in some way to the concerned department's on-going research interests. In such cases, Students work on a specific project or join a team to investigate one particular aspect of a much larger research programme, thereby drawing on the considerable expertise, reputation and infrastructure of the supervising Guide and substantial use of SDU resources. The IP thus created is part of the whole IP portfolio developed by the research team and is considered to be based on the advice of and/or otherwise based on confidential, proprietary, or valuable information that already belongs to the research Guide (Supervisor) or team. SDU seeks to avoid a position where a small gap in its IP portfolio precludes successful commercialization.
- b) The student shall be the co-inventor of the IP if they have contributed significantly to the development of the research project and have worked for a significant period of time on the project from which the IP is created. The ownership of the IP (except copyright as provided under Section 9.4) shall lie with SDU

and will be managed in the same manner as provided under Section 9.1 and Revenue sharing as provided under Section 10.1.

- c) The ownership rights of SDU will be subject to the conditions of organizations which have awarded fellowships or scholarships to the students and SDU shall enter into a necessary Associated Agreement in this regard.
- d) The research Guide shall ensure that Students complete and sign a confidentiality and intellectual property agreement before commencing work on the project.
- e) This policy covers students while attending SDU and after they leave.
- f) The project staff who is employed in a research project other than those enrolled for a PhD will not have any IP right as they would be working on a contract basis without any innovative contribution for IP creation.

9.4 COPYRIGHT ON SCHOLARLY MATERIALS

- a) As a tradition to encourage literary inputs of researchers of SDU, their Scholarly Materials will be exempt from the assertion of rights of SDU ownership including the contributions towards books, book chapters, articles, conference papers and presentations, theses and dissertations, novels and poetry, monographs, artworks, electronic media creations etc. except such work which is Commissioned/Outsourced, or it is a work for hire.
- b) Copyright would be exempted from revenue sharing and 100% of the royalty will be for the author(s) or originator(s) of the scholarly material(s). However, the royalty received towards such activities must be reported to IPR Cell for information and Finance department for tax calculation if applicable. In the event of joint authorship, the revenue sharing must be decided among the authors before the start of the work, even if the co-author is a student/project staff. In the absence of any agreement the revenue shall be shared equally amongst the co-authors
- c) SDU shall retain a free, non-exclusive, perpetual, irrevocable license to use, copy, and modify such works for teaching and research purposes and will respect the moral rights of the originator in such material, where asserted. The originator of Scholarly Materials will ensure that where they have been produced in collaboration with non- SDU entities, the collaborators will also grant a license to SDU in the same way.

- d) The ownership rights in lecture videos or Massive Open Online Courses (MOOCs), films, plays, and musical works, institutional materials including, but not limited to, course syllabi, curricula, exam questions, exam instructions, and papers/ reports specifically commissioned by SDU, shall ordinarily be vested with SDU. The moral rights shall continue to vest with the author(s) wherever applicable.

9.5 Publications

- a) Any publication, document and/or paper arising out of research activities shall be owned jointly by SDU and researcher(s).
- b) Particular care needs to be taken that no publication is made till the patent, if applicable, is filed.
- c) SDU may retain the right to require the exclusion of certain portions from the information being published.

10. LICENSING AGREEMENTS AND REVENUE SHARING

10.1 RESEARCH OUTPUTS GENERATED AS A RESULT OF UTILISATION OF RESOURCES OF SDU AND PART OF THE DEGREE PROGRAMMES

- a) The revenue arising out of licensing of IPR/technology/Know-how/royalty/ or any other form of benefit sharing in favour of SDU would be allocated in the ratio as given below.
 - i) 60% (sixty percent) of the revenue shall go to the Inventor(s); the share of each inventor may be decided by the Lead Inventor.
 - ii) 20% (twenty percent) shall go to Santosh Deemed to be University for administration charges.
 - iii) 10 % (ten percent) shall go to the Investor(s) **if any** and 10 % (ten percent) to the IPR Cell of the University or 20% (twenty percent) shall go to IPR Cell of Santosh Deemed to be University for promotion of IPR activities for the innovation without Investor(s).
- b) For the above purpose, Revenue is defined as all financial benefits in connection with a single project or venture in excess of the direct commercialization costs incurred, including but not limited to costs of securing legal protection and third-party intellectual property rights, the enforcement and commercial exploitation of the IP. Such costs will be reclaimed prior to any distribution taking place. In the event that two or more pieces of IP are combined in a single project

or venture, then an agreement defining the distribution of Cumulative Net Financial Benefit to the contributing parties must be concluded before the start of the commercialization process.

- c) The researcher's share may continue to be paid, irrespective of whether or not the individual continues as a researcher at SDU.
- d) Where more than one Inventor contributes to the creation of IP, the Inventor's Share of the Revenue, $\frac{1}{2}$ (i.e., 30% (twenty per cent)) will be to the account of the principal inventor and the remaining $\frac{1}{2}$ (i.e., 30% (twenty per cent)) amongst other inventors unless there is a signed written agreement to the contrary.
- e) Institutes Share: Of the Institutes Share $\frac{1}{2}$ (i.e., 20% (twenty per cent)) shall go to Santosh Deemed to be a University for administration charges, $\frac{1}{4}$ (i.e., 10 % (ten per cent)) shall go to the Investor(s) *if any* and $\frac{1}{4}$ (i.e., 10 % (ten per cent)) to the Santosh Deemed to be University 'Innovation fund' created for the promotion of Innovation and IP Development OR in case no investors $\frac{1}{2}$ (i.e. 20% (twenty per cent)) shall go to Santosh Deemed to be University 'Innovation fund' created for the promotion of Innovation and IP Development.

10.2 RESEARCH OUTPUTS GENERATED IN COLLABORATION WITH EXTERNAL PARTNERS

- a) The revenue sharing on any IP generated from a partnership between SDU and external partners may be based on the agreement signed between SDU and the external partner at the beginning of such collaborations.
- b) In circumstances wherein, the assignee or the licensee has not taken adequate steps for the commercialisation of SDU – owned intellectual property, SDU may consider revocation of the license and assigning it to another party, after following due process. It is important to add this as a clause in any agreement entered into by SDU, with regard to the commercialisation of technologies

10.3 ENCOURAGING ENTREPRENEURSHIP AND START-UPS

- a) To promote and encourage entrepreneurial activities by its students, faculty, staff, SDU may reassign, under an agreement, its ownership of the intellectual property to the inventor(s) or creator(s) of the property, who opt to market, protect, and license it on their own with minimal involvement of SDU. The fees to be paid to SDU by the assignee consist of all patenting and licensing

expenses and an appropriate amount of royalties, equity or other value received by the inventor(s) or creator(s).

- b) SDU would endeavour to exploit the IP either by itself or by commissioning an agency to bring to fruition the IP produced by its personnel. The inventor(s)/Creator(s) may seek SDU, to assign the rights to them after a certain holding period.
- c) To promote a start-up/ venture set up by a researcher, it may be exempt from any upfront fee and/or royalty accrued to SDU for a certain period.

10.4 TECHNOLOGY TRANSFER

- a) Whether the invention, technology, or know-how developed by faculty at SDU has been formally protected by patent(s) or not, SDU shall have the right to monetize or commercialize them through the transfer of technology.
- b) Whether the invention, technology, or know-how has been formally protected by patent(s) or not, the IPR Cell of SDU or the SDU inventors/Faculty can jointly or severally identify potential licensee(s) or transferee(s) for the same subject to the Revenue sharing mechanism as provided under Section 10.1.
- c) In case of the presence of an Industrial Partner, which has sponsored the activity, the industry will have the first right to commercially utilize the technology know-how emanating from the collaboration activity only if it has been pre-specified in the agreement between SDU and industry partner beforehand.
- d) The licensing/sub-licensing for commercialization would be on the terms and conditions duly executed by the Parties (Inventors, SDU and the Industrial Partner) which may involve technology transfer fee and/or royalty payment or any other form of benefit sharing.
- e) In the event of the above Industry not undertaking the commercialization within a period of two years from the first date of license or transfer of the technology, SDU reserves the right to transfer the said know-how to a Third Party for its commercialization and use.
- f) In the presence of any non-commercial collaborating research organization which has contributed to the development of technological know-how, then SDU shall have the sole right on the Revenue from such commercialization unless agreed otherwise

before the commencement of the project as provided for under Section 10.1.

11. APPOINTING A THIRD PARTY AS A SERVICE PROVIDER FOR IPR AND TECHNOLOGY MANAGEMENT

Any third party which would be engaged as a third-party service provider for IPR, and technology transfer management will not be assigned any IPR but will be governed by specific terms of license fee structure and Specific Power of Attorney.

12. EVALUATION FOR IP PROTECTION

The University, either directly or through an agent(s) appointed for the specific purpose, shall investigate the invention(s) for authenticity, the potential for IP protection and/or commercial exploitation and submit an evaluation report to the Research Dean within 3 months. The decision of the University shall be final regarding the application for IP protection for the specified invention(s). If the invention(s) is found fit for IP protection, University shall undertake the procedure for filing for IP protection under the appropriate category (patent/copyright / traditional knowledge etc.) and the same shall be communicated to the inventor(s). In any case, the decision of the University shall be deemed to be final.

13. COST FOR IP PROTECTION

Subject to the evaluation by the IPR Cell, costs with regard to IP protection in India and overseas shall be managed as follows:

- a) The expenses involved in obtaining and maintaining IP protection may be shared between the parties, depending on who owns the IP. If SDU is the sole owner of IP, the costs of IP protection shall be borne by SDU.
- b) In case SDU refuses to incur expenditure in protecting IP, the inventor may be allowed to file IP applications in the name of SDU at their own costs. Under such circumstances, IP filing costs may be recouped as per the provisions relating to benefit sharing as described under the Licensing agreements and revenue sharing section.
- c) If the IP ownership is shared with external partners, the costs for IP protection may be shared by both the parties, based on the terms and conditions provided in the agreement.

- d) It is preferable that any costs involved in the transfer of rights/ ownership of SDU – owned IP may be borne exclusively by the licensee, assignee or person acquiring such rights.

14. INFRINGEMENTS, DAMAGES, LIABILITY, AND INDEMNITY

- a) As a matter of policy, SDU shall, in any contract between the licensee and SDU, seek indemnity from any legal proceedings including but not limited to validation issues, manufacturing defects, production problems, design guarantee and up-gradation obligation.
- b) SDU shall also ensure that SDU personnel have an indemnity cover built into the agreements with the licensee(s) while transferring technology, know-how or IP.
- c) SDU shall retain the right to engage in or desist from becoming a party in any litigation concerning IP and license infringements.

15. Waiver of IP rights by SDU

- a) Subject to any associated agreements, or any other agreement thereof, SDU may waive its rights, if SDU decides not to pursue the protection of IP within a period fixed by SDU, from sufficient disclosure by the researcher(s) to SDU.
- b) SDU shall take all efforts to convey the decision to the researcher, whether to pursue or not to pursue the protection of IP, within a stipulated time period, after sufficient disclosure by the researcher, to SDU. Under all such circumstances, unless explicitly agreed to, SDU shall retain a non-exclusive, royalty-free, irrevocable, and worldwide license to use the IP for research and educational purposes.

16. CONFLICT OF INTEREST

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest. If the inventor(s) and/or their immediate family have a stake in a licensee company, then they are required to disclose the stake they and /or their immediate family have in the company, and license or an assignment of rights for a patent to the licensee/company in such circumstances shall be subject to the approval of the IPR Cell.

17. DISPUTE RESOLUTION

- a) In case of any disputes between IPR Cell and the Inventor(s), regarding the implementation of the IPR policy and IPR management which shall include the apportionment of the cost and the expenses payable by each of them, the inventor(s) may appeal to the Vice-Chancellor of SDU. The Vice Chancellor's decision in this regard would be final and binding on both.
- b) Disputes arising from Collaborative research or externally sponsored research out of or in relation to the construction, meaning, scope, operation or effect of IP ownership and exploitation shall be governed by the Associated Agreement.
- c) Provided, in the absence of any written Associated Agreement and if parties thereto agree, the Vice-Chancellor of SDU shall refer the dispute to an independent expert who shall conciliate and pass an award that shall be final and binding on all the relevant parties. The seat of conciliation shall be New Delhi and the proceedings shall be conducted in the English Language.
- d) Please note that researchers entering into any such associated agreement should strive to incorporate the above-stated Dispute Resolution Mechanism, therein unless the sponsor is governed by any other prescribed mode of Alternative Dispute Resolution Mechanism.

18. Powers to Amend IPR Policy

SDU, on the recommendation of the IPR Cell, through the Board of Studies and/or Board of Management and/or the Vice Chancellor's office, will have the full power to make changes to the IPR policy or bring out a new policy as and when it is felt necessary and also to keep its IPR policy updated in line with the National IPR policy. The changes or the new policy shall apply to all researchers/faculty/students/project staff/supporting staff/visitors.

19. JURISDICTION

As a policy, all agreements to be signed by Santosh Deemed to be University will have the jurisdiction of the Courts in Delhi and shall be governed by appropriate laws in India.

3(7) TO CONSIDER GUIDELINES OF INDUSTRIAL CONSULTANCY AND SPONSORED RESEARCH POLICY- SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, DELHI NCR

The Members of the Academic Council considered recommendations of the BOS for implementation of **Guidelines of Industrial Consultancy and**

Sponsored Research Policy of the Santosh Deemed to be University and after detailed discussion **recommended / approved** the same as under as submitted by the Dean-Research:

GUIDELINES OF INDUSTRIAL CONSULTANCY AND SPONSORED RESEARCH POLICY OF THE SANTOSH DEEMED TO BE UNIVERSITY

INTRODUCTION:

Santosh Deemed to be University (“SDU”) recognizes that the Industrial Consultancy and Sponsored Research activities may be mutually beneficial to the faculty and the University. The benefits include enhancing the knowledge, expertise, and experience of SDU faculty; assisting in creating awareness of real work conditions; opening and expanding contacts and communications with other institutions, organizations, industry, governmental agencies, and other clients; and fostering public service activities otherwise unavailable. Thus, appropriate Industrial Consultancy and Sponsored Research activities enhance the professional development and reputation of faculty. This may result in improved teaching, research, and service. Hence, reasonable participation in consulting activities is encouraged.

The rationale of this Policy is to provide guiding principles and procedures for undertaking Industrial Consultancy and Sponsored Research SDU and by faculty members of the University. The Faculty Members of the Santosh Deemed to be University are encouraged to participate in Industrial Consultancy and Sponsored Research and other similar work provided it does not conflict with the interests of the University. It is expected that Industrial Consultancy and Sponsored Research will increase professional and academic competence by way of stimulating research and scholarship besides applying knowledge for solving real-life problems. This will further facilitate enhancing their problems solving capacity and enrich their professional experience outside academia and research and increase the contribution of the University to society and the economy. It is also envisaged that such an activity will help in developing links between the University and external organizations that in turn will be increasing opportunities for research and student recruitment and placement furthering the University to achieve its mission of knowledge transfer to improve the local and regional economies. The policy will help in generating additional income for the Staff members and increased funding for the University.

The direct benefits arising from Industrial Consultancy and Sponsored Research are considered to include:

- Increasing the expertise and experience of university staff by involving them in 'real world' problems, thus enriching their teaching and research experience.
- Enhancing staff training and career development.

- Generating additional funds for the staff and the University.
- Industrial Consultancy and Sponsored Research must be carried out using the services of the university where the contractual relationship is between the client and the University and not the individual.
- Clinical private practice, where clinical academic staff holding Honorary Consultant contracts are permitted to engage in private practice subject to the extent of such practice being consistent with the overriding obligations of teaching, research and clinical service attached to the holding of a full-time post and the approval of the relevant authority.
- Private consultancy, where the individual acts entirely in a private capacity with no legal link to or liability on the University. No University resources may be used for this activity. Examples of such resources are equipment, IT equipment including PCs, telephone, space, University name, expertise, and IP.

THE POLICY:

1. DEFINITION:

- a) **Consultancy policy** is the set of norms stipulated by Santosh Deemed to be University (SDU) as approved by its Board of Management (BOM)
- b) **Consultancy Rules** are the guiding principles governing the implementation of the Consultancy activities/programmes at SDU as approved by its Board of Management (BOM)
- c) **Industrial Consultancy** includes all advisory, technical, and R&D project implementation activities undertaken by Faculty members and Researchers for clients from Government/Non-Government agencies, industries, Start-ups/Incubates and needy individuals which are meant to mobilize extra-mural resources to the Deemed University with an in-built revenue sharing formula between the Consultants and the University.
- d) **Consultants** are the faculty members and Researchers of all the constituent Faculties of the Deemed-to be University who possess a proven record of accomplishment of Consultancy potential
- e) **Dean, Research**, refers to the Dean of Research at Santosh Deemed to be University.
- f) **Department** refers to all the academic schools, academic centres, centres of excellence and academic service centres at Santosh Deemed to be University.

- g) **Principal Investigator (PI)** is a member of the faculty (including Emeritus) of the University with the necessary expertise and competence to conduct a sponsored research/industrial consultancy. Normally, the faculty who submits the project proposal and negotiates with the sponsor and is instrumental in getting the project funding is the Principal Investigator (PI) under these rules. In a special case, PI may be appointed by the Vice-Chancellor on the recommendation of the Dean, Research and in consultation with the concerned Head of Department for administrative reasons if the original PI leaves his/her service or is not available for the project for any other reason.
- h) **Co-Investigator or Co-Principal Investigator (Co-PI)** is the working/retired faculty member co-opted by the Principal Investigator to work jointly with him/her and approved by the funding agency and/or Dean, Research.
- i) **Project Research Staff** is a person appointed/engaged on contract in conformity with the provisions of these guidelines in a sponsored research project as a fellow or associate or with a similar designation and receiving a fellowship.
- j) **Project Staff** is a person appointed/engaged on contract (excluding project research staff) following the provisions of these guidelines to work on a sponsored research project. The project staff includes research, technical and office personnel.
- k) **Sponsor** refers to the organization that offers a sponsored project/industrial consultancy to the University and provides necessary financial support for the successful completion of the project in time.
- l) **Sponsored Research Project** refers to research activity, being carried out by the university being sponsored (funded) by an external organization
- m) **University** refers to Santosh Deemed to be University (SDU).

2. **SCOPE OF POLICY:**

2.1 **THIS POLICY IS GOVERNED BY THE FOLLOWING GUIDING PRINCIPLES:**

- a) The Industrial Consultancy and Sponsored Research must not conflict with the University policies governing employment and code of conduct.
- b) It should not conflict with the functions, objectives or interests of the University or damage the University's reputation.

- c) It should demonstrate benefit to the University by way of income, enhanced reputation, and or increasing the expertise of the staff member.
- d) Faculty members are not permitted to undertake external research activities where no formal agreement has been authorized by the University and approved by the relevant Dean of the Faculty.
- e) A staff member may undertake a Private Consultancy where there is no conflict with their obligations to the University or undertake activities which are contrary to the interests of the University.
- f) No responsibility for Private Consultancy undertaken by a staff member shall attach to the University.

2.2 The following are examples of activities which may be considered “Industrial Consultancy,” or “Sponsored Research”:

- a) Undertaking a paid advisory role acting for a company or public corporation,
- b) Undertaking the design or evaluation of a product or system for an outside party
- c) An outside organization hires the services of a specific, skilled individual member of staff because of their acknowledged research-based skills, knowledge, research-based products, and experience in the application for a direct commercial or industrial purpose.
- d) An externally funded academic/scientific research activity based in the University and using University resources such as scientific equipment, workshops, laboratories, technical and administrative support staff, and one or more researchers.

2.3 The following activities are NOT subject to this policy’s guidelines and reporting requirements:

- a) External professional activities that reflect normal and expected public service activities of faculty and that do not entail compensation beyond reimbursement for expenses and/or a nominal honorarium. These activities include service to governmental agencies and boards such as peer review panels and advisory bodies to other universities; presentations to either professional or public audiences in such forums as professional societies, libraries, and other universities; and peer review activities are undertaken for either for-profit or non-profit publishers.
- b) Health care activities that are explicitly covered by approved practice plans.

2.4 Private Consultancy: Personnel on full-time appointments are compensated for full-time employment. Outside employment that in any way interferes with the performance of an employee's contracted University duties and responsibilities is not permitted. However, the University recognizes the value of certain consulting and other external employment experiences to its personnel, the University, and the community. Such activities may enhance the professional abilities of the individual and bring credit to both the employee and the University. Therefore, external employment which may render valuable service and provide an important ongoing link between the University and business, industry, professional groups, governmental agencies, or other public or private organizations may be permitted, with the following stipulations:

- a) It does not interfere in any way with the employee's regular work (the benefit to the employee's professional status is one factor determining whether outside employment interferes with or benefits University business).
- b) Prior written approval is obtained from the employee's Head of Department and/or Dean and/or ICSRC.
- c) The activity is fully consistent with all rules promulgated by the University; and
- d) Private Consultancy undertaken in strictly personal and private capacity of the consultant, without involving any direct or indirect use of the University's resources, name, logo, professional indemnification insurance coverage, and with no liability to the University, undertaken in compliance with the above rules shall be without any fee sharing obligation with the University.
- e) If University facilities are to be used, financial arrangements are made through the Department Head and Dean.
- f) Use of Students - Although the involvement of students in the Outside Activities of Faculty Members under certain circumstances may enrich the students' educational experience, such involvement has the potential to create a conflict of interest when a Faculty Member has a role in supervising a student's research, classes or graduate teaching work. Therefore, involvement of a student in the Outside Activities of a faculty member who has any role with respect to the academic progress of the student may only be undertaken after disclosure to and approval of the Department HOD. The Department HOD /Dean shall promptly inform the Vice-Chancellor for all such approvals.

- g) Use of University Resources - Faculty Members may not perform 'Outside Activities' with significant use of University facilities and equipment, unless the Faculty Member (i) receives advance written approval of the proposed use from the Department HOD, (ii) academic uses of such facilities and equipment have priority, and (iii) the Faculty Member reimburses the University for the fair market value of such use (as charged by the University to other outside users or, in the absence of such documentation, as determined by the committee). The Department HOD shall promptly inform the Vice-Chancellor for all such approvals. Use of library facilities, facilities available to the general public, and occasional use of office equipment and office staff will not ordinarily be considered significant in connection with Outside Activities. Faculty Members are prohibited from using University funds and University- administered funds in connection with Outside Activities. The Vice-Chancellor retains authority to overrule departmental approvals for significant use of university resources in connection with an Outside Activity.
- h) Private consultant groups comprised of university personnel will not be permitted to carry out private research contracts or to render other professional services to outside individuals, corporations, or agencies without approval by the University.
- i) Use of University Name - The name of the University shall not be used in relation to any Outside Activities except to describe the credentials of a Faculty Member and as otherwise by written permission of university authorities.

2.5 Deans, Directors, and Head of Departments are responsible for maintaining written records of the external engagement of their personnel.

3. **INDUSTRIAL CONSULTANCY AND SPONSORED RESEARCH COMMITTEE (ICSRC)**

- a) SDU shall establish an Industrial Consultancy and Sponsored Research Committee (hereinafter referred to as **ICSRC**)' to facilitate the Industrial Consultancy and Sponsored Research of SDU
- b) This ICSRC will have the following members:
 - i) Vice Chancellor - Chairperson
 - ii) Dean Medical - Member
 - iii) Dean Dental - Member
 - iv) Dean Academics - Member

- v) Medical Superintendent - Member
- vi) Dean Research - Co-Ordinator
- c) The Industrial Consultancy and Sponsored Research programmes are to be administratively coordinated by the Dean (Research), who is the authorized signatory of SDU for approvals, monitoring, and financial management of the Industrial Consultancy and Sponsored Research programmes/activities of SDU.
- d) The ICSRC can be expanded/reconstituted to consist of senior faculty, junior faculty and other interested parties and will be responsible for formulating, administering, reviewing, and modifying the ICSR policy under the guidance of the Vice-Chancellor.
- e) ICSRC may constitute sub-committees to focus on specific areas and make informed decisions within the authority delegated to each of the Committees
- f) The Industrial Consultancy and Sponsored Research programmes shall be guided by the Industrial Consultancy and Sponsored Research Committee of SDU, and the annual performance report needs to be presented before the Research Advisory Board and the BOM.

4. THE FUNCTIONS OF THE INDUSTRIAL CONSULTANCY AND SPONSORED RESEARCH COMMITTEE ARE AS UNDER:

- a) To create databases on the Industrial Consultancy and Sponsored Research potentials for the Faculty and Research staff of SDU with details of facilities available in SDU and to disseminate the data through various modes.
- b) To bring out brochures, fliers, and e-newsletters regarding the ongoing Industrial Consultancy and Sponsored Research activities, including the training programmes and discoveries made by the Departments/Researchers of SDU to keep the interacting industries/community informed of the developments and also to maintain good networking and liaison with them.
- c) To coordinate Industrial Consultancy and Sponsored Research projects between University Departments and Industries in the areas of Product/process development and technology transfer.
- d) To assist in (a) bringing about and registration of inter-institutional alliances/ Research collaborations in the form of MOUs/ Agreements and (b) in the development of ICSR/ Patentees by the Faculty/ researchers of SDU based on the products and processes invented by them.

- e) To provide Industrial Consultancy and Sponsored Research services of variable nature as outlined in this policy.
- f) To provide sophisticated medical laboratory diagnostic and reporting facilities to potential clients.
- g) To facilitate the faculty to undertake studies relating to translational R&D projects including preclinical toxicology, drug development and evaluation, standardization of drug candidates, development of diagnostic kits and clinical trials as per the Regulatory requirements.
- h) To link up experts of the industries in the academic and R&D programmes of the SDU Departments like (a) teaching programmes (b) curriculum development (c) PhD programmes and (d) research projects
- i) To conduct periodic dissemination programmes on the Industrial Consultancy and Sponsored Research potentials of SDU by way of Seminars, Workshops, Open Houses and Exhibitions
- j) Any other function assigned by the Vice-Chancellor from time to time.

5. INDUSTRIAL CONSULTANCY AND SPONSORED RESEARCH RULES

- a) The faculty members and Researchers of SDU may, with prior intimation to the Dean (Research)/ appropriate authorities, undertake consultancy or provide technical services to the industry and other organizations using, if necessary, the facilities of the University.
- b) The Industrial Consultancy and Sponsored Research provided may be of the following types:
 - i) **Individual Consultancy** relates to such Consultancy undertaken by the academic staff member of the University based on his/ her expertise.
 - ii) **Institutional Consultancy** relates to Consultancy rendered to an Industry/organization (Government/Non-Government), or work done for them by a Department/Group/Individual on behalf of SDU. The requests for such consultancy will be identified/approved by the Vice-Chancellor, on the recommendations of the proposal by the Dean (Research).
 - iii) **Technical, Testing and Diagnostic Services** relate to providing advice on the development of gadgets/equipment etc., for use in inpatient services; conduct of sophisticated investigations, experiments of research value, evaluation of diagnostic kits/reagents and standardization of candidate

drugs and certification of commercial drugs for clients as per the Regulatory requirements.

- iv) **Sponsored Research/ Clinical Research/ Clinical trials** constitute the contract R&D projects/animal-based preclinical toxicology studies/human clinical trials sponsored by Contract Research Organisations/Pharmaceutical Industries/Biotech Industries etc., to be carried out by a team of clinical and laboratory investigators/Faculty members coordinate by the Clinical Research Division, SDU.
- c) The charges payable to SDU for the above Industrial Consultancy and Sponsored Research activities including sophisticated Investigations, testing and certification and use of equipment facilities would be approved by Dean (Research) as per the recurring expenses involved on yearly basis and defined project budgets to be worked out in consultation with the respective Consultant(s) as per the norms under clause 5(h), below.
- d) The Industrial Consultancy and Sponsored Research services may be categorized into the following classes
 - i) **Advisory Consultancy** in which SDU facilities are not used and include retainer consultancies by the Consultants of SDU
 - ii) **Service Consultancy-Category I-** in which SDU equipment and infrastructure only are used, but either consumables, other materials or patients are not required.
 - iii) **Service Consultancy-Category II-** in which University equipment's used and materials including patients and consumables are provided by the Consultant/Institution.
 - iv) **Sponsored Research/ Clinical Research/ Clinical trials** in which Research & Development, Clinical Research/Clinical trials are conducted utilizing all the facilities, infrastructure, consumables, and patient study subjects are utilized.
- e) All requests for Industrial Consultancy and Sponsored Research services will be referred to Dean (Research) SDU. If received directly by a faculty member it will be forwarded to Dean (Research) for processing and facilitation.
- f) Approval of the Industrial Consultancy and Sponsored Research proposal will be governed by the procedure specified below.
 - i) All Industrial Consultancy and Sponsored Research projects obtained through the Head of the Department/college concerned or directly from client organizations can be

approved by Dean (Research) with due consultation with (Finance).

- ii) All Consultancy works/Projects will be accounted for and audited as per the norms governing the financial administration of Santosh Deemed to be a university.
 - iii) MOU with Industries, governmental and non-governmental agencies for conducting such Industrial Consultancy and Sponsored Research on a continuing basis can be established by the consultants/faculty members upon prior approval by the Vice-Chancellor, based on the recommendations of the Dean (Research).
- g) While approving a consultancy proposal, the following aspects will be taken into consideration.
- i) An individual teacher does not allot more than 30% of his/her time to consultancy, the other 70% of the time being spent in teaching and research in approximately equal proportion without being detrimental to the allotted teaching & academic research responsibilities.
 - ii) Maximum days that may be devoted by a faculty member towards Consultancy shall be 20 (twenty) days per annum or such additional days as may be approved by way of special permission obtained from the ICSRC
- h) While working out the estimate for the consultancy project, the following aspects will be taken into consideration: -
- i) Cost of person-days of the teacher and staff taking part in the project.
 - ii) Cost of inputs relating to chemicals, reagents/kits experimental animals' patients and other types of consumables.
 - iii) Usage of equipment.
 - iv) Payments to outside consultants.
 - v) Payments to Research Staff/field workers
 - vi) Cost of undertaking fieldwork including field station expenditure/survey charges.
 - vii) Cost of stationery.
 - viii) Computer, internet charges.
 - ix) Equipment/Product cost if to be purchased exclusively for the work

- x) Miscellaneous charges.
 - xi) Institutional Overheads / Consultancy charges including SDU administrative charges (a Minimum of 25% of the total budget); and
 - xii) Intellectual fee in cases where development of concept or analysis and ICSR protection is required (whenever applicable).
 - xiii) The consultancy project budget shall ordinarily exclude travel and dearness allowance as an arrangement between the consultant and the client unless the client prefers it as a part of the project budget.
 - xiv) The cost of equipment where it exceeds Rs.50,000 will not be taken into consideration for calculating the consultancy charges. Such equipment(s)/Product(s) on completion of the consultancy project shall be retained as the property of the concerned department.
- i) The Client shall be required to pay an advance of 50% of the total project cost, or the cost of materials whichever is higher. All payments shall be made in favour of Santosh Deemed to be University specified Bank Account. However, ICSRC, may vary such terms, based on the recommendation of the Dean, of Research.
 - j) Once the terms are approved and the contract signed and advance payment is received, it becomes the duty of the Principal Investigator in charge of the Industrial Consultancy and Sponsored Research to ensure satisfactory progress and time-bound completion of the project. For this purpose, he may make temporary appointments of staff, and draw advances and expenditures in accordance with the rules prescribed from time to time.

6. GUIDELINES FOR THE CONDUCT OF CLINICAL TRIALS BY APPROVED CONSULTANTS/FACULTY MEMBERS OF SDU:

- a) All Outpatient-based and In Patient-based Clinical Trials to be conducted at Santosh Hospital and Santosh Medical College, shall be coordinated both administratively and financially by the Clinical Research Division (CRD) of SDU.
- b) The Objective of the CRD is to create a professionally managed and long-term revenue model for SDU and Principal Investigators by creating and utilizing institutional competencies for clinical trials/clinical research.

- c) All the Clinical Trial Documents should be submitted by the PI/CRD to Institutional Ethics Committee (IEC) for approval before the start of any clinical trial.
- d) Clinical Trials may get sanctioned either by established Principal Investigators or through the marketing efforts of the CRD.
- e) Clinical Trials are envisaged to be conducted in true partnership with the Principal Investigators and the Institution as per the approved ethical standards laid down by the Regulatory bodies (DCGI/ICMR/CDSCO etc.,) through the IEC and CRD
- f) The CRD will take the legal, administrative, financial, accounting, personnel, documentation, internal reporting, and archiving responsibilities of the conduct of Clinical Trials/Clinical research consultancy projects.
- g) The PI will be responsible for feasibility assessment, planning of the study, recruitment of patients, the conduct of the study, and presentation before the Institutional Ethics Committee for its approval and other statutory bodies, as and when required, besides participation in and leading the meetings with the Sponsors or the Contract Research Organization (CRO).
- h) Once a clinical trial inquiry is received by the CRD, the following process will be initiated:
 - i) Designated personnel from CRD will interface with the PI and assist in developing the feasibility.
 - ii) The Protocols will be evaluated for inclusion/exclusion criteria, informed consent formats and a set of benchmarks that are to be created as per the Standard Operating Procedures (SOPs) to facilitate approvals, monitoring, and management of the study.
 - iii) The PI may have to sign a Confidential disclosure agreement with the Sponsor/CRO in the process of protocol development and feasibility assessment.
 - iv) The draft Clinical Trial Agreement (**CTA**) will be evaluated by the ICSRC, and the legal expert and requisite modifications, if necessary, will be recommended to either the sponsor or the CRO. All the CTAs will have the mandatory clauses of Indemnity, Insurance and Compensation as per the Regulatory requirements.
 - v) The CTA will have the study budget with the complete list of budget heads and there will be a minimum of **25%**

Institutional Overhead Charges added to the overall budget worked out.

- vi) All CTAs will be signed by the Dean (Research) on behalf of ICSRC as the approved signatory of SDU along with the PI and Sponsor in a three-party CTA. In a four-party agreement, the CRO also would be a signatory.
- i) Requisite personnel will be planned for assignment to the study & charged as per the study budget.
- j) Should there be a limitation in the recruitment of patients within Santosh Hospital /Santosh Medical College, the CRD will make arrangements for the induction of external co-investigators who can recruit additional patients and support the Principal Investigator, costs if any will be booked into the account of the PI.
- k) The CRD will, in collaboration with the PIs, create and maintain databases of patients and potential recruits for various areas.
- l) Should there be a paucity of Principal Investigators within SDU, then CRD may work with external investigators to conduct the study successfully.
- m) Once the CTA is signed, CRD will facilitate the management and administrative matters of the study including coordination, documentation, accounting, finance and archival, while the PI will look after the technical aspects of the study.
- n) The CRD will circulate periodic progress and accounting updates to the PI and the ICSRC/SDU administration. The CRD will also facilitate internal review meetings at regular intervals.
- o) Once the study is completed, closed and all financial parameters met, then a post-study costing will be conducted to enable a clear understanding of surpluses/deficits if any.
- p) The CRD will continue to interact with the Sponsor/ CRO for any post-study dissonance.
- q) Principal Investigator/ Co-Investigators are solely responsible for all the study related documentation. They also have to ensure all the Adverse Events (AE)/Serious Adverse Events (SAE) reporting is done as per SOP to the Institutional Ethics Committee as well as the Sponsor/CRO.
- r) In cases of any adverse events requiring financial support/compensation, CRD & PI will interface with the sponsor / CRO and arrange for support/compensation to the affected study-

subject / their families, as provided in Rule 122- DAB in the Drugs and Cosmetics Rule, 1945.

- s) The financial methodology to be followed in the CRD -PI Partnership is the following:
- i) Once the CTA is signed and Clinical Trial feasibility is established, sponsors will be requested to pay a minimum of 25% advance to meet initial expenses.
 - ii) It is envisaged that the Clinical trial expenditures will be met as per the head of the budget allocation agreed upon in the CTA.
 - iii) The distribution of revenues shall be in the manner as provided in clause 7.5 below.
 - iv) The Study Coordinator / Nurse / Technician / Social Worker payment will be disbursed to the individual as per the allocations provided in the clinical trial budget.
 - v) Once the trial is completed and the accounts are finalized and audited internally, final payments will be made to P.I. Subject to the prerequisite of the applicable Income Tax rules.
 - vi) The left-over amount, if any, in the clinical trial after closing out will be transferred to the hospital/SDU account.
 - vii) All clinical trial accounts will be audited, and the Utilisation Certificate/Statement of Accounts shall be issued by ICSRC based on the details provided by CRD

7. FEE / REVENUE DISTRIBUTION

7.1 Private Consultancy undertaken in strictly personal and private capacity of the consultant, without involving any direct or indirect use of the University's resources, name, logo, professional indemnification insurance coverage, and with no liability to the University, undertaken in compliance with the above rules shall be without any fee sharing obligation with the University, and the same may be received directly by the Consultant.

7.2 Fee Realized for Advisory Consultancy as provided in Clause 5(d)(i)

- a) **70 %** of the fee received for the Advisory Consultancy in which SDU facilities are not used shall be distributed amongst the staff involved in the consultancy in the following manner:
- i) Consultant/ Principal Investigator: 35% of fee Received
 - ii) Co-investigator(s): 20 % of fee Received
 - iii) Technicians/ Project fellows etc.: 10% of fee Received
 - iv) Administrative staff: 5 % of fee Received

- v) In case no involvement of either of the Co-investigator, Technicians/ Project fellows, or administrative staff the entire amount falling to there shall be to the share of Consultant/ Principal Investigator.
- b) **30 %** of the fee received for the Advisory Consultancy, shall belong to SDU.

7.3 Fee/Revenue Realized for Service Consultancy-Category I as provided in Clause 5(d)(ii)

- a) **50 %** of the fee received for Service Consultancy-Category-I, in which SDU equipment and infrastructure only are used, not consumables, materials etc shall be the distributed amongst the staff involved in the consultancy in the following manner:
 - i) Consultant/ Principal Investigator: 25% of fee Received
 - ii) Co-investigator(s): 15 % of fee Received
 - iii) Technicians/ Project fellows etc.: 7% of fee Received
 - iv) Administrative staff: 3 % of fee Received
 - v) In case no involvement of either of the Co-investigator, Technicians/ Project fellows, or administrative staff the entire amount falling to there shall be to the share of Consultant/ Principal Investigator.
- b) **50 %** of the fee received for the Service Consultancy-Category I, shall belong to SDU.

7.4 Fee/Revenue Realized for Service Consultancy-Category II as provided in Clause 5(d)(iii)

- a) First from the Fee received for Service Consultancy-Category-I, in which SDU equipment and infrastructure are used, and material including consumables as well as patients are provided, all Expenses Incurred during the course of providing the Service Consultancy-Category II, shall be retained by SBU, thereafter the Fee Received LESS the expenses, herein referred to as Distributable Fee shall be the distributed
- b) **30 %** of the Distributable Fee shall be the distributed amongst the staff involved in the consultancy in the following manner:
 - i) Consultant/ Principal Investigator: 15% of Distributable Fee
 - ii) Co-investigator(s): 9 % of Distributable Fee
 - iii) Technicians/ Project fellows etc.: 4% of Distributable Fee
 - iv) Administrative staff: 2 % of Distributable Fee

- v) In case no involvement of either of the Co-investigator, Technicians/ Project fellows, or administrative staff the entire amount falling to there shall be the share of the Consultant/ Principal Investigator.
- c) **70 %** of the Distributable Fee received for the Service Consultancy- Category II, shall belong to SDU.

7.5 Fee/Revenue Realized for Sponsored Research, Clinical Research/ Clinical trials as provided in Clause 5(d)(iv)

- a) First, the Research/ Trial expenditures as agreed upon in the Agreements with the clients will be recovered by SDU.
- b) Secondly, Institutional Overheads / Consultancy charges Consultancy as agreed upon in the Agreements with the clients, and any admissible Income-Tax shall be retained by SDU.
- c) The balance revenues shall be distributed amongst the staff involved in the Clinical Research/ Clinical trials in the following manner:
 - i) Principal Investigator: 50%
 - ii) Co-investigator(s): 30%
 - iii) Study Coordinator / Nurse / Technician / Social Worker Technicians/ Project fellows etc.: 12%
 - iv) Administrative staff: 8%

7.6 Licensing Fee / ICSR Fee

Any Fee received by the University through licensing fee of the intellectual property/patents and periodic royalty payments received on commercialized products out of the patents shall be dealt with in the manner as provided in the ICSR Policy.

7.7 On completion of the consultancy project, a copy of the report shall be submitted to the ICSRC, along with the statement of accounts/bills/vouchers for verification/ record and issue of utilization certificate(s).

7.8 The Consultant/ faculty member and ICSRC shall be jointly responsible for submitting utilization certificates periodically during the course of the project and final audited statements of accounts on completion of the said consultancy project, certified either by a Chartered Accountant or by the University auditors, as provided in the project to the Sponsor/Funding agency (if required).

7.9 The details of the consultancy amount drawn by each faculty shall be submitted by the faculty concerned to the Accounts section of ICSRC/SDU

for Income Tax calculation purposes by the end of January of each financial year.

7.10 ICSRC will maintain absolute transparency in the accounting of each project and share this data with the PI on a regular basis.

8. DISPUTE RESOLUTION

- a) In case of any disputes between Principal Investigator, Faculty, Sponsor, or Client, regarding the Consultancy Rules which shall include the apportionment of the cost and the expenses payable, then Party may appeal to the Vice-Chancellor of SDU. The Vice Chancellor's decision in this regard would be final and binding.
- b) Disputes arising from Collaborative research or externally sponsored research out of or in relation to the construction, meaning, scope, and operation shall be governed by the Associated Agreement.
- c) Provided, in the absence of any written Associated Agreement and if parties thereto agree, the Vice-Chancellor of SDU shall refer the dispute to an independent expert who shall conciliate and pass an award that shall be final and binding on all the relevant parties. The seat of conciliation shall be New Delhi and the proceedings shall be conducted in the English Language.

9. POWERS TO AMEND ICSR POLICY

SDU, on the recommendation of the ICSRC, through the Board of Management and/or the Vice Chancellor's office, will have the full power to make changes to the Consultancy Policy or bring out a new policy as and when it is felt necessary. The changes or the new policy shall apply to all Consultants, Researchers, Faculty, project staff etc.

10. JURISDICTION

As a policy, all agreements to be signed by SDU will have the jurisdiction of the Courts in Delhi and shall be governed by appropriate laws in India.

3(8) TO CONSIDER CREATION OF IMMUNO HAEMATOLOGY & BLOOD TRANSFUSION DEPARTMENT AT SANTOSH MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR

The members of the **Academic Council** considered the **Minutes/recommendations** of **BOS** and **noted** the following:

- 1) That the Dean, Santosh Medical College & Hospital has submitted a proposal for creation of **Immuno Haematology & Blood Transfusion**

Broad Speciality Department as per MCI/NMC Regulations in Santosh medical College & Hospital, Ghaziabad, DELHI NCR.

- 2) That the Dean has also informed that the matter was discussed in the College Council Committee for creation of **Immuno Haematology & Blood Transfusion** Broad Speciality Department and to start **M.D. Immuno Haematology & Blood Transfusion** Course from the Academic Year 2023-24 onwards.
- 3) That the Dean, Santosh Medical College & Hospital also informed that there are all facilities viz. faculty, staff, Beds, Infrastructure and equipment are available for creation of **Immuno Haematology & Blood Transfusion** Broad Speciality Department in Santosh Medical College & Hospital, Ghaziabad, DELHI NCR.

The Members of the Academic Council after considering the recommendations of the BOS **recommended/ approved** as under:

“ To create **Immuno Haematology & Blood Transfusion** Broad Speciality Department in Santosh Medical College & Hospital, Ghaziabad, DELHI NCR as there are adequate facilities viz. faculty, staff, Beds, Infrastructure and equipment are available for the same according to the Norms of MCI/NMC.”

3(9) TO CONSIDER PROPOSALS FOR INCREASE OF SEATS FROM THE ACADEMIC YEAR 2022-23 IN 1) B. OPTOMETRY 2) M.SC. MEDICAL MICROBIOLOGY 3) M.SC. MEDICAL IMAGING TECHNOLOGY-SANTOSH DEEMED TO BE UNIVERSITY.

The members of the **Academic Council** considered the **Minutes/ recommendations** of **BOS** and **NOTED** that the following Courses were started from the Academic Year 2021-22 with the prior approval of BOS, Academic Council and BOM in their meetings held on 20.07.2021, 22.07.2021 and 04.08.2021 respectively and UGC with the intake capacity as indicated against each:

S.No	Name of the Course	Department	No. of seats
1.	B.Optomety	Ophthalmology	20
2.	M.Sc. Medical Microbiology	Microbiology	20
3.	M.Sc. Medical Imaging Technology	Radio Diagnosis	10

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **recommended / approved** to

increase intake capacity in respect of above courses from the Academic Year 2022-23 as under as indicated against each:

S.No	Name of the Course	Department	No. of seats increased
1.	B.Optomety	Ophthalmology	20 to 30
2.	M.Sc. Medical Microbiology	Microbiology	20 to 30
3.	M.Sc. Medical Imaging Technology	Radio Diagnosis	10 to 20

3(10) TO CONSIDER FOR STARTING B.SC. OPERATION THEATRE TECHNICIAN COURSE IN THE DEPARTMENT OF ANAESTHESIA OF SANTOSH MEDICAL COLLEGE & HOSPITAL FROM THE ACADEMIC YEAR 2022-23 ONWARDS- SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, DELHI NCR

AND

3(11) TO CONSIDER FOR STARTING B.SC. ANAESTHESIA TECHNOLOGY COURSE IN THE DEPARTMENT OF ANAESTHESIA OF SANTOSH MEDICAL COLLEGE & HOSPITAL FROM THE ACADEMIC YEAR 2022-23 ONWARDS- SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, DELHI NCR

The members of the Academic Council considered the **Minutes/ recommendations** of **BOS** and **noted** the following:

1) That according to the Clause 8.02 of the UGC Regulations dated 20th February 2019 for Institutions Deemed to be University for starting new courses in the existing departments states as under:

“Institutions Deemed to be universities, other than those referred to in clause 8.01 herein above, shall start new Course(s) / Programme(s) /Department(s) /School(s)/Faculty(ies) in allied field only in their existing Campus and approved off-Campus centre(s) only after obtaining permission from its Board of Management and, also where applicable, the relevant Statutory bodies. In case of starting of new Course(s)/ Programme(s)/ Department(s) / School(s) / Faculty(ies) in other than allied fields, prior approval of the Commission shall be required in addition to approval from the relevant statutory bodies. The Commission shall convey its decision either for approval or rejection as the case may be, within sixty days of receipt of the application from the institution.”

- 2) There is no Regulatory Body for starting **B.Sc. Operation Theatre Technician and B.Sc. Anaesthesia Technology Courses** in the department of **Anaesthesia**
- 3) No Essentiality Certificate is required for opening a New Course in the Medical College/ Institution as per MCI/NMC 'Opening of New or Higher Course or Study or training (Amendment) Regulations 2010' dated 03.11.2010, section 3(2) of Regulation 2000 has been repealed as under as conveyed by the DGME, Govt. of U.P vide letter No. ME-3/2012/1998 dated 29.08.2012 in the case of M.Sc. /Ph.D. Courses started at Santosh Deemed to be University:

“The permission letter regarding desirability and feasibility for opening a new or higher course in the medical college/ institution has been obtained by the applicant from the respective state government or the union territory administration.”

- 4) That two proposals i.e 1) to start **B.SC. OPERATION THEATRE TECHNICIAN COURSE** and 2) to start **B.SC. ANAESTHESIA TECHNOLOGY COURSE** were submitted by the HOD of Anaesthesia. The Syllabi for these two courses were also submitted. Accordingly, the proposals were brought before the Members of Board of Studies for consideration.

The Members of Academic Council also **noted** that it was informed by the HOD of Anaesthesia that in all other Institutions / Universities, there is one course i.e. **B.Sc. Anaesthesia and Operation Theatre Technology Course** instead of above two courses while considering the above two items in the Board of Studies Meeting.

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **recommended / approved** as under:

“To start B.Sc. Anaesthesia and Operation Theatre Technology Course from Academic year **2022-23 onwards** on the existing Terms and Conditions as have been approved by the Board of Management in its meeting held on 28.07.2012/24.11.2021 for starting various B.Sc./ M.Sc. Courses in the allied field of the existing Courses/ Programmes/ Departments of **SANTOSH MEDICAL COLLEGE & HOSPITAL & Hospital** running under the ambit of Santosh Deemed to be University.

The Eligibility Criteria/ Qualifications, No. of Seats per year, Duration of Course etc. are **approved** as under and the syllabus for the above course as submitted by Head of the Dept. of Anaesthesia is also **approved**:

1. Eligibility Criteria/ Qualifications:

The Candidates who possess 10+2 /HSC with English, Physics, Chemistry and Biology or (Botany & Zoology) [OR] English , Physics, Chemistry, Mathematics or its equivalent qualifications from a Recognized Board.

Candidate must have completed age of 17 years as on 31st December of Admission year. There is no maximum age limit for the admission.

2. No. of Seats Per Year:

20 Seats

3. Duration of Course:

03 Years +1 year Internship

4. Examination Question Pattern will be the same as approved by the Board of Management in its meeting held on 24.11.2021 for existing UG & PG Allied Courses running from the Academic year 2021-22.”

3(12) TO CONSIDER FOR STARTING M.OPTOMETRY (M.OPTOM) COURSE IN THE DEPARTMENT OF OPHTHALMOLOGY OF SANTOSH MEDICAL COLLEGE & HOSPITAL FROM THE ACADEMIC YEAR 2022-23 ONWARDS- SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, DELHI NCR

The members of the Academic Council considered the **Minutes/ recommendations** of **BOS** noted the following:

- 1) That according to the **Clause 8.02** of the UGC Regulations dated **20th February 2019** for Institutions Deemed to be University for starting new courses in the existing departments states as under:

“Institutions Deemed to be universities, other than those referred to in clause 8.01 herein above, shall start new Course(s) / Programme(s) /Department(s) /School(s)/Faculty(ies) in allied field only in their existing Campus and approved off-Campus centre(s) only after obtaining permission from **its Board of Management and, also where applicable, the relevant Statutory bodies.** In case of starting of new Course(s)/ Programme(s)/ Department(s) / School(s) / Faculty(ies) **in other than**

allied fields, prior approval of the Commission shall be required in addition to approval from the relevant statutory bodies. The Commission shall convey its decision either for approval or rejection as the case may be, within sixty days of receipt of the application from the institution.”

- 2) There is no Regulatory Body for starting **M.Optomety Course** in the department of **Ophthalmology**.
- 3) No Essentiality Certificate is required for opening a New Course in the Medical College/ Institution as per MCI/NMC ‘Opening of New or Higher Course or Study or training (Amendment) Regulations 2010’ dated 03.11.2010, section 3(2) of Regulation 2000 has been repealed as under as conveyed by the DGME, Govt. of U.P vide letter No. ME-3/2012/1998 dated 29.08.2012 in the case of M.Sc. /Ph.D. Courses started at Santosh Deemed to be University (Copy enclosed):

“The permission letter regarding desirability and feasibility for opening a new or higher course in the medical college/ institution has been obtained by the applicant from the respective state government or the union territory administration.”

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **recommended / approved** as under:

“To start M.Optomety Course from Academic year 2022-23 onwards on the existing Terms and Conditions as have been approved by the Board of Management in its meeting held on 28.07.2012 /24.11.2021 for starting various B.Sc./ M.Sc. Courses in the allied field of the existing Courses/ Programmes/ Departments of SANTOSH MEDICAL COLLEGE & HOSPITAL & Hospital running under the ambit of Santosh Deemed to be University.

The Eligibility Critieria/ Qualifications, No. of Seats per year, Duration of Course etc. are **approved** as under and the syllabus for the above course as submitted by Head of the Dept. of Ophthalmology is also **approved**:

1. Eligibility Criteria/ Qualifications:

The Candidates who possess B.Optomety / B.Sc. Optometry or its equivalent qualification from a Recognized University.

2. No. of Seats Per Year:

10 Seats

3. Duration of Course:

02 Years

4. Examination Question Pattern will be the same as approved by the Board of Management in its meeting held on 24.11.2021 for existing UG & PG Allied Courses running from the Academic year 2021-22.”

3(13) TO CONDUCT ONLINE EXAMINATION OF INTERNAL ASSESSMENT OF MBBS PHASE-I, PHASE-II, PHASE-III (PART-1) AND PHASE-III (PART-2).

The members of the Academic Council considered the **Minutes/recommendations** of **BOS** and **noted** the advantages for conducting online examination as under:

I. ADVANTAGES OF ONLINE EXAM:

- Reduction in Logistics - Minimize the source requirement i.e. cost of Examination set up
- Accessibility to Remote Areas - The ability to conduct tests at various locations with just an internet connection.
- Scalability - Ability to cater to a large audience and can easily manage a large amount of content.
- All Question types and Test Creation and Evaluation are possible, eg: MCQs, Fill in the blanks, Subjective (which need to be evaluated by the teacher separately). Facilitators can log in and easily create a question paper.
- Removes Cheating - AI driven remote proctoring through webcam ensures a controlled environment which reduces the ability to cheat.
- Automated Reports - This serves the purpose of eliminating manual correction.

II. ONLINE EXAMINATION SYSTEM (SOP)

A. Pre Exam:

- (i) Students & Faculty Login ID is generated using Student Data and Faculty Data using their Registered Email Id, Phone No. and Registration No.
- (ii) All Stakeholders are trained on the online examination portal.
- (iii) Question Paper are uploaded on the portal (Both Objective and Subjective questions).
- (iv) Question Papers are locked as per the Exam schedule within the portal.
- (v) Stakeholders can use laptop/desktop with webcam / smart-phone for writing the exam through the online examination system.
- (vi) Minimum 512 KBPS internet speed must be maintained while the online exam is going on.
- (vii) Chrome / Safari browser shall be used to Login to the portal.

- (viii) Pilot Testing of online examination system is to be done before making the assessment system online.

B. During Exam:

- (i) Students and faculty login half an hour before the exam starts.
- (ii) Question Paper is accessible to students at the scheduled time of exam.
- (iii) Students can write exam in any of the following options;
- (iv) a) Within the exam portal
b) Write in the Answer sheet and Upload its scanned copies in the Exam portal during the exam.
- (v) Any movement of student or any background noises are captured by the AI based proctoring system.
- (vi) Student is warned after system records 3 breaches of conduct. In case of any more breach of conduct, student is blocked for the exam.
- (vii) After exam time is completed, system gets closed automatically for the exam.
- (viii) Report is generated for Student Login and Logout time.
- (ix) MCQs get evaluated automatically within the portal.
- (x) Answer scripts are made accessible to the Faculty members for online evaluation.
- (xi) Marks Reports are generated post evaluation.

C. After Exam:

- (i) Answer scripts are made accessible online to Evaluators for evaluation within system.
- (ii) MCQs get automatically evaluated.
- (iii) Reports are generated for marks awarded.
- (iv) Encrypted data is kept as Back up in CDs / Hard Drive.

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **recommended / approved** the same **to conduct Online Examination** of Internal Assessment of MBBS PHASE-I, PHASE-II, PHASE-III (PART-1) and PHASE-III (PART-2) as submitted by Controller of Examination (CoE).

3(14) EX-POST FACTO APPROVAL FOR STARTING VALUE-ADDED CERTIFICATE COURSE ON “PSYCHIATRIC EMERGENCIES” IN THE DEPARTMENT OF PSYCHIATRY, SANTOSH MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR.

The members of the Academic Council considered the **Minutes/ recommendations** of **BOS** for starting a value-added certificate course on **“PSYCHIATRIC EMERGENCIES”** in the Department of Psychiatry and **noted** that the necessary orders in this regard were issued on 14.05.2022 on usual terms and conditions.

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **granted ex post facto approval** for the same as under: -

1. Name of course:

“Psychiatric Emergencies”

2. Duration of the Course:

1 Month- 16 Hours (4 consecutive Saturdays, 21st, 28th May, 4th & 11th June 2022 from 1:00 PM to 5:00 PM)

3. Eligibility Criteria:

MBBS final year

4. Course Fee:

Rs.500/- per student

5. Venue:

Room No.- 213, 2nd Floor, Santosh Medical College & Hospital, GZB

6. Course Director:

Dr. Brijesh Saran, Assistant Professor, Department of Psychiatry

7. Course Methodology:

PPT presentation & Role Play

3(15) EX-POST FACTO APPROVAL FOR STARTING VALUE-ADDED CERTIFICATE COURSE ON “BIOPSY IN CLINICAL PRACTICE” IN THE DEPARTMENT OF ORAL PATHOLOGY & MICROBIOLOGY, SANTOSH DENTAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR.

The members of the Academic Council considered the **Minutes/ recommendations** of **BOS** for starting a value-added certificate course on **“BIOPSY IN CLINICAL PRACTICE”** in the Department of **Oral Pathology & Microbiology** and **noted** that the necessary orders in this regard were issued on 06.04.2022 on usual terms and conditions.

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **granted ex post facto approval** for the same as under: -

1. Name of course:

“Biopsy in Clinical Practice”

2. Duration of the Course:

8 Sessions of 2 hours each [11.04.2022 (4.00 - 6.00 pm),
23.04.2022, 07.05.2022, 14.05.2022, 21.05.2022,
28.05.2022, 04.06.2022 & 11.06.2022 (1.00 -3.00 pm)]

3. Eligibility Criteria:

BDS Students/ Interns

4. Course Fee:

Rs.100/- per student

5. Venue:

2nd Floor, Santosh Dental College & Hospital, GZB.

6. Course Director:

Dr. Neeraj Grover, Professor, Department of Oral Pathology
& Microbiology

7. Course Methodology:

PPT presentation & Role Play

3(16) EX-POST FACTO APPROVAL FOR STARTING VALUE-ADDED CERTIFICATE COURSE ON “RECORDING AND INTERPRETATION OF 12 LEAD ECG” IN THE DEPARTMENT OF PHYSIOLOGY, SANTOSH MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR.

The members of the Academic Council considered the **Minutes/ recommendations** of **BOS** for starting a value-added certificate course on **“Recording and Interpretation of 12 Lead ECG”** in the Department of **Physiology** and **noted** that the necessary orders in this regard were issued on 24.05.2022 on usual terms and conditions.

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **granted ex post facto approval** for the same as under: -

1. Name of course:

“Recording and Interpretation of 12 Lead ECG”

2. Duration of the Course:

1 Month- 16 Hours (4 consecutive Saturdays, 2nd, 9th, 16th,
23rd July, 2022 from 1:00 PM to 5:00 PM)

3. Eligibility Criteria:

MBBS Students

4. Course Fee:

Rs.200/- per student

5. Venue:

Clinical Physiology Lab, Santosh Medical College & Hospital,
GZB

6. Course Director:

Dr. Rinku Garg, Professor, Department of Physiology

7. Course Methodology:

Demonstration & Hands-on Learning

3(17) EX-POST FACTO APPROVAL FOR STARTING VALUE-ADDED CERTIFICATE COURSE ON “IUCD AS A LONG ACTING CONTRACEPTIVE METHOD” IN THE DEPARTMENT OF OBSTETRICS & GYNAECOLOGY, SANTOSH MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR.

The members of the Academic Council considered the **Minutes/ recommendations** of BOS for starting a value-added certificate course on “**IUCD AS A LONG ACTING CONTRACEPTIVE METHOD**” in the Department of **Obstetrics and Gynaecology** and **noted** that the necessary orders in this regard were issued on 30.04.2022 on usual terms and conditions.

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **granted ex post facto approval** for the same as under: -

1. Name of course:

“IUCD AS A LONG ACTING CONTRACEPTIVE METHOD”

2. Duration of the Course:

1 Month- 16 Hours (Every Saturday 1:00 PM to 5:00 PM on consecutive 4 Saturdays)

3. Eligibility Criteria:

MBBS Students, Interns, Post Graduate Students of OBG
Department

4. Course Fee:

Nil

5. Course Director:

Dr. Neelima Agarwal, Professor & HOD of Obstetrics and Gynaecology

6. Course Methodology:

Lecture / Demonstration / Hands On Training

3(18) EX-POST FACTO APPROVAL FOR STARTING VALUE-ADDED CERTIFICATE COURSE ON “INFANT AND YOUNG CHILD FEEDING COUNSELLING, IN HEALTH AND DISEASE” IN THE DEPARTMENT OF PAEDIATRICS, SANTOSH MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR.

The members of the Academic Council considered the **Minutes/ recommendations** of BOS for starting a value-added certificate course on “**INFANT AND YOUNG CHILD FEEDING COUNCELLING, IN HEALTH AND DISEASE**” in the **Department of Pediatrics** and **noted** that the necessary orders in this regard were issued on 25.04.2022 on usual terms and conditions.

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **granted ex post facto approval** for the same as under: -

1. Name of course:

“INFANT AND YOUNG CHILD FEEDING COUNCELLING, IN HEALTH AND DISEASE”

2. Duration of the Course:

2 Months- 16 Hours (Every Saturday 2:00 PM to 4:00 PM on consecutive 8 Saturdays)

3. Eligibility Criteria:

Interns, Post Graduate students of Pediatrics and Medicine Departments

4. Course Fee:

Rs.500 per student

5. Course Director:

Dr. Veenu Agarwal, Professor, Department of Pediatrics

6. Course Methodology:

Lecture / Demonstration / Forming groups and tasks / Reference material provision

7. Faculty:

Eminent faculty from Santosh Hospital and Guest faculty, Dr Ratan Gupta, Professor, Department of Pediatrics, Safdarjung Medical College, N Delhi.

3(19) EX-POST FACTO APPROVAL FOR STARTING VALUE-ADDED CERTIFICATE COURSE ON “RECORDING AND INTERPRETATION OF ECG IN PAEDIATRIC PATIENTS” IN THE DEPARTMENT OF PAEDIATRICS, SANTOSH MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR

The members of the Academic Council considered the **Minutes/ recommendations** of **BOS** for starting a value-added certificate course on **“RECORDING AND INTERPRETATION OF ECG IN PAEDIATRIC PATIENTS”** in the **Department of Pediatrics** and **noted** that the necessary orders in this regard were issued on 25.04.2022 on usual terms and conditions.

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **granted ex post facto approval** for the same as under: -

1. Name of course:

“RECORDING AND INTERPRETATION OF ECG IN PAEDIATRIC PATIENTS”

2. Duration of the Course:

2 Months- 16 Hours (Every Saturday 1:00 PM to 3:00 PM on consecutive 8 Saturdays)

3. Eligibility Criteria:

MBBS students, Interns, Post Graduate students of Pediatrics and Medicine Departments

4. Course Fee:

Rs.500 per student

5. Course Director:

Dr. K C Aggarwal, Professor and HOD of Pediatrics

6. Course Methodology:

Lecture / Demonstration / Hands On Training

7. Course Objectives:

- Outline a systematic approach to interpret Pediatric ECG
- Recognize a normal Pediatric ECG at different stages in childhood & see differences at different ages
- Recognize normal pediatric ECG abnormalities

3(20) TO CONSIDER TO START A VALUE-ADDED CERTIFICATE COURSE ON “PREVENTIVE HEALTH & NUTRACEUTICALS: EMERGING TRENDS IN BIOCHEMISTRY” IN THE DEPARTMENT OF BIOCHEMISTRY, SANTOSH MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR.

The members of the Academic Council considered the **Minutes/ recommendations** of BOS to start a **value-added certificate course** in “**PREVENTIVE HEALTH & NUTRACEUTICALS: EMERGING TRENDS IN BIOCHEMISTRY**” in the Department of Biochemistry and recommended/approved as under: -

1. Name of course:

“PREVENTIVE HEALTH & NUTRACEUTICALS: EMERGING TRENDS IN BIOCHEMISTRY”

2. Duration of the Course:

1 Month (16th July to 6th August)- 16 Hours (Every Saturday 1:00 PM to 5:00 PM)

3. Eligibility Criteria:

MBBS & BDS Students of Batch 2021-22

4. Course Fee:

Nil

5. Course Director:

Dr. Juhi Aggarwal, Professor and HOD of Biochemistry

6. Course Methodology:

PPT/ GROUP DISCUSSION/ GUEST LECTURE

3(21) TO CONSIDER TO START A VALUE-ADDED CERTIFICATE COURSE ON “BASIC SUTURING” IN THE DEPARTMENT OF SURGERY, SANTOSH MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR

The members of the Academic Council considered the **Minutes/ recommendations** of BOS to start a **value-added certificate course** in “**BASIC SUTURING**” in the Department of Surgery and recommended/approved as under: -

1. Name of course:

“BASIC SUTURING”

2. Duration of the Course:

1 Month - 16 Hours (Saturday 1:00 PM to 5:00 PM on
16.07.2022, 23.07.2022, 30.07.2022 & 06.08.2022)

3. Eligibility Criteria:

Under Graduate and Post Graduate students

4. Course Fee:

Nil

5. Course Director:

Dr. Sachin Choudhary, Assistant Professor of the
department of General Surgery

6. Faculty:

Dr. Shalabh Gupta (Course Chairman), Dr. Tripta S. Bhagat,
Dr. Sameer Naqash, Dr. Naveen Kumar Solanki, Dr. Saikh
Kasif Sahjada.

7. Course Methodology:

PowerPoint Presentations / Lectures / Video Demonstration &
Hands on Training.

Day 1 - Principle of Surgical Asepsis, Sterilization and disinfection

Day 2 -Surgical safety checklist, painting, draping, hand washing,
scrubbing, gowning and gloving

Day 3 - Suturing – History, Classification, Guidelines, and techniques
Video demonstration of Suturing and knots, uses of different
needles and sizes of knots

Day 4 - Hands on training session, Assessment, Examination and
Felicitation

**3(22) TO CONSIDER TO START A VALUE-ADDED CERTIFICATE COURSE ON
“LAPAROSCOPIC SKILLS” IN THE DEPARTMENT OF SURGERY, SANTOSH
MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR.**

The members of the Academic Council considered the **Minutes/
recommendations** of **BOS** to start a **value-added certificate course** in
“LAPAROSCOPIC SKILLS” in the **Department of Surgery** and
recommended/approved as under: -

1. Name of course:

“LAPAROSCOPIC SKILLS”

2. Duration of the Course:

1 Month - 16 Hours (Saturday 1:00 PM to 5:00 PM on 16.07.2022, 23.07.2022, 30.07.2022 & 06.08.2022)

3. Eligibility Criteria:

Post Graduate students of the department of General Surgery & Allied surgical branches.

4. Course Fee:

Nil

5. Course Director:

Dr. Naveen Kumar Solanki, Assistant Professor of the department of General Surgery

6. Faculty:

Dr. Shalabh Gupta (Course Chairman), Dr. Tripta S. Bhagat, Dr. Sameer Naqash, Dr. Sachin Choudhary, Dr. Saikh K. Sahjada, Dr. Anu.

7. Course Methodology:

PowerPoint Presentations / Lectures / Video Demonstration & Hands on Training.

3(23) TO CONSIDER TO START A VALUE-ADDED CERTIFICATE COURSE ON "MEDICO LEGAL ASPECT IN OPHTHALMOLOGY" IN THE DEPARTMENT OF OPHTHALMOLOGY, SANTOSH MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR.

The members of the Academic Council considered the **Minutes/ recommendations** of BOS to start a **value-added certificate course** in "**MEDICO LEGAL ASPECT IN OPHTHALMOLOGY**" in the **Department of Ophthalmology** and **recommended/approved** as under: -

1. Name of course:

"MEDICO LEGAL ASPECT IN OPHTHALMOLOGY"

2. Duration of the Course:

2 Month - 16 Hours (Every Saturday 1:00 PM to 3:00 PM on consecutive 8 Saturdays)

3. Eligibility Criteria:

Post Graduate students of the department of General Surgery & Allied surgical branches.

4. Course Fee:

Nil

5. Course Director:

Dr. Sarita Aggarwal, Professor and HOD of Ophthalmology

6. Trainers:

Dr. Shikha Pawaiya & Dr. Somesh Ranjan.

7. Course Methodology:

PowerPoint Presentations / Lectures / Medico Legal Case Discussion pertaining to Ophthalmology.

3(24) TO CONSIDER THE PROPOSAL FOR GRANT OF JUNIOR RESEARCH FELLOWSHIP (JRF) AND SENIOR RESEARCH FELLOWSHIP (SRF) TO THE MD/MS AND MDS QUALIFIED CANDIDATES – SANTOSH DEEMED TO BE UNIVERSITY, GHAZIABAD, DELHI NCR

The members of the Academic Council considered the **Minutes/ recommendations** of BOS and **noted** that JRF & SRF Fellowship to the Ph.D. Scholars was approved by the Board of Studies, Academic Council and Board of Management in their meetings held on 22.02.2021, 24.02.2021 and 27.02.2021 respectively.

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **recommended / approved** the same as under:

- 1) To grant JRF & SRF Fellowship to the MD/MS and MDS qualified candidates for smooth functioning of the Research activities of the Santosh Deemed to be University. The eligibility criteria for the same is as under:

FELLOWSHIPS FOR JRFs & SRFs:

JRF SRF may be granted to the MD/MS and MDS qualified candidates and they are required to work full time in the University and the eligibility criteria is as under:

Category	Eligibility	Fellowship Amount	Number of Fellowship	Period
JRF	MD/MS and MDS qualified candidates	Rs. 35000/- Per Month and Rs.10000/- contingency grants per annum.	Twenty per year as per availability of eligible candidates and as per the decisions of the Sub-Committee.	On fulfilling the eligibility criteria, One Year from the date of award of JRF subject to an extension of one more year on satisfactory performance

SRF	As per the decisions of the Sub-Committee held for the purpose.	Rs.40000/- Per Month and Rs.15000/- contingency grants per annum.	-	On satisfactory performance and on due recommendations of the Sub-Committee during third year.
------------	---	---	---	--

2) **Constitution of the Sub-Committee** is as under:

Vice Chancellor	-	Chairperson
Dean, Medical	-	Member
Dean, Dental	-	Member
Dean, Academics	-	Member
HOD of Concerned Dept.	-	Member
Registrar	-	Member
Dean Research	-	Coordinator

The members of the **Academic Council** also considered **Minutes/recommendations** of the of Board of Studies for grant of JRF & SRF Fellowships to the qualified MD/MS and MDS candidates on the above terms & conditions as recommended by the Sub-Committee and **granted ex-post-facto approval** for the same.

3(25) TO CONSIDER AMENDMENT OF ELIGIBILITY QUALIFICATION FOR ADMISSION TO MASTER OF HOSPITAL ADMINISTRATION (M.H.A) COURSE FROM THE ACADEMIC YEAR 2022-23 ONWARDS

The members of the Academic Council considered the **Minutes/recommendations** of **BOS** and **noted** the following:

- 1) That the M.H.A. Course in Santosh Hospital was started with the prior approval of the BOS, Academic Council and BOM of Santosh Deemed to be University and the University Grants Commission from the Academic year 2021-22. The Eligibility Criteria for M.H.A. Course as approved by the Board of Management is as under:

“A Degree in Bachelor of Public Health/ MBBS/ BDS/ AYUSH (BUMS/ BAMS/ BHMS) / B.H.A / B.Sc. Nursing/ B.Pharm or its equivalent qualifications from a recognized University/ Institution”

- 2) It was felt that the Eligibility Qualification for admission in M.H.A. Course can be expanded. Accordingly, a Sub-Committee consisting of

the following members considered the eligibility criteria for Admission in M.H.A. Course:

1. Dr. V.P. Gupta
2. Dr. Alpana Agrawal
3. Dr. Alka Agrawal
4. Dr. Shalabh Gupta
5. Mr. Vaibhav Bhatnagar

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **recommended / approved** the recommendations of the Sub-Committee for the Eligibility Criteria for MHA Course from the Academic Year 2022-23 onwards as under

“Graduates with Bachelor’s degree in Medical Sciences / Health Sciences / Allied Health Sciences / any other stream* from a UGC recognized University with minimum of 50% of marks (in aggregate) are eligible to apply for the course.

*Any other stream

Candidate from streams other than health science / medical science / allied health **will mandatorily attend two weeks Orientation Program in our University** before the commencement of the program.”

3(26) TO CONSIDER DISCONTINUATION OF 03 PG COURSES IN THE ALLIED DEPARTMENTS OF SANTOSH MEDICAL COLLEGE & HOSPITAL

The members of the Academic Council considered the **Minutes/ recommendations** of **BOS** and **noted** that the following 03 PG Courses in the allied departments of Santosh Medical College & Hospital were started from the Academic Year 2021-22 with the prior approval of the BOS, Academic Council and BOM of Santosh Deemed to be University and the University Grants Commission:

1. M.S.W. Community Medicine
2. M.Sc. Trauma & Critical Care
3. M.Sc. Sports Medicine & Exercise Sciences

The members of the **Academic Council** after detailed consideration of the **Minutes/ recommendations** of Board of Studies **recommended / approved** for **discontinuation of the following 03 courses** from the Academic Year 2022-23 as there were no admissions in these courses during the Academic Year 2021-22.

1. M.S.W. Community Medicine
2. M.Sc. Trauma & Critical Care
3. M.Sc. Sports Medicine & Exercise Sciences

3(27) TO CONDUCT A VALUE-ADDED CERTIFICATE COURSE ON “GOOD PRESCRIPTION WRITING FOR INDIAN MEDICAL GRADUATES” IN THE DEPARTMENT OF PHARMACOLOGY, SANTOSH MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR.

The members of the Academic Council considered the **Minutes/ recommendations of BOS** to start a **value-added certificate course** in “**GOOD PRESCRIPTION WRITING FOR INDIAN MEDICAL GRADUATES**” in the **Department of Pharmacology** and **recommended/approved** as under: -

1. Name of course:

“GOOD PRESCRIPTION WRITING FOR INDIAN MEDICAL GRADUATES”

2. Duration of the Course:

1 Month - 16 Hours (Every Saturday 1:00 PM to 5:00 PM on consecutive 4 Saturdays)

3. Eligibility Criteria:

MBBS Students

4. Course Fee:

Rs. 200/- per student

5. Course Director:

Dr. Shaktibala Dutta

6. Course Methodology:

Lecture / Demonstration / PowerPoint Presentations.

3(28) TO CONDUCT A VALUE-ADDED CERTIFICATE COURSE ON “NEONATAL AND PAEDIATRIC MANAGEMENT AT GRASSROOTS LEVEL” IN THE DEPARTMENT OF COMMUNITY MEDICINE, SANTOSH MEDICAL COLLEGE & HOSPITAL, GHAZIABAD, DELHI NCR

The members of the Academic Council considered the **Minutes/ recommendations of BOS** to start a **value-added certificate course** in “**NEONATAL AND PAEDIATRIC MANAGEMENT AT GRASSROOTS LEVEL**” in the **Department of Community Medicine** and **recommended/approved** as under:

1. Name of course:

“NEONATAL AND PAEDIATRIC MANAGEMENT AT GRASSROOTS LEVEL”

2. Duration of the Course:

2 Month - 16 Hours (Every Saturday 2:00 PM to 4:00 PM on consecutive 8 Saturdays)

3. Eligibility Criteria:

MBBS 3rd Year Students

4. Course Fee:

Nil

5. Course Director:

Dr. Deepika Agrawal

6. Resource Faculty:

Dr. Alka Agrawal, Dr. Deepika Agrawal, Dr. Anupama Singh & Kshitij Chaudhary

7. Course Methodology:

Lecture / Demonstration / Focused Group Discussion.

The Vice Chancellor noted that some Members of the Academic Council were not present without any prior information. The Vice Chancellor informed that Agenda and Minutes of the BOS were circulated well in time to all the members of the Academic Council so that they may go through it. She also indicated the University Rules & Bye Laws 2010 vide clause 27(2) regarding to attend the meetings of the Academic Council i.e.

“If he/she does not attend three consecutive meetings of the Academic Council without proper leave of absence in writing to the Chairman, he / she shall ceases to be a member of the Academic Council.”

The Meeting then came to an end with a vote of thanks to the Chair.

Sd/-

[Dr. Alpana Agrawal]
Registrar & Member Secretary
Santosh Deemed to be University,
Ghaziabad, DELHI NCR

Sd/-

[Dr. Tripta S Bhagat]
Vice Chancellor
Santosh Deemed to be University,
Ghaziabad, DELHI NCR
