

NMIET "CONSULTANCY, RESEARCH & DEVELOPMENT, INDUSTRY SPONSORSHIP AND COLLABORATION POLICY"



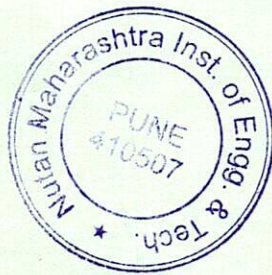
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Nutan Maharashtra Vidyha Prasarak Mandal,
Talegaon Dabhade, Pune



Nutan Maharashtra Institute of Engineering and
Technology, Talegaon Dabhade, Pune

- Approving Authority:
1. Savitribai Phule Pune University, Pune.
 2. All India Council for Technical Education, New Delhi.
 3. Higher and Technical Education, Government of Maharashtra, Mumbai.



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1.0 CONSULTANCY WORK

- 1.0 Chairman on behalf of the management is authorized to accept/reject the proposal received from industry or institute for consultancy work or training programs based feasibility report prepared by the competent faculty appointed by him.
- 1.2 In case industry / institute approach the competent faculty directly for consultancy work / Training program, he / she should prepare and submit the feasibility report of such work / Program through the parent department to the principal and chairman for consideration and subsequent approval.
Feasibility report will include the plan of execution, use of administrative and infrastructural facilities available in the college and the cost / benefit report.
- 1.3 In the both the cases, Chairman will be final authority to accept or reject the proposal for consultancy work / training program.
- 1.4 In case the consultancy work / training program are accepted by the Chairman, he will appoint a competent faculty (preferably the faculty who take initiative) as a Principal Investigator (PI), for the same, in consultation with the head of the concerned department/section.
- 1.5 PI and the funding agency will prepare MoU as per mutual agreed terms and conditions and get it signed by both the parties i.e. NMIET and the funding agency.
- 1.6 Depending on the nature and content of the work, the PI will select Co-PI and team for the execution of consultancy work / training program.
- 1.7 PI and team will perform these activities in addition to their regular academic assignments allotted to them by the department and the additional responsibilities allotted to them by the college. Looking at the amount of the work, Principal will be final authority to offload the teaching and other workload of the concern staff.
- 1.8 The revenue earned through consultancy will be shared in
 - a) 60:40 ratio i.e. 60% to the PI and the team and 40% to the college in case college facilities are used. The 60% share of the PI will be distributed as 50% to the PI and team, 10% to the respective HOD and concerned staff of the department.
 - b) However, if the college facilities and manpower is not significantly used, it will be shared in 80:20 ratios. (i.e. 80% to the PI and the



team and 20% to the college) The 80% share of the PI will be distributed as 70% to PI and Team, 10% to the respective HOD and concerned staff of the department.

- 1.9 PI should distribute his/her share to all faculty, staff members and students associated as per their contribution to execution and completion of the consultancy work /training program in discussion with Chairman.
- 1.10 In case it is necessary, PI will prepare intellectual Property document and register the same as per the intellectual property policy of the college.

2.0 SPONSORSHIP BY INDUSTRY OR RESEARCH ORGANIZATION, COLLABORATION

- 2.1 Faculty and staff members are encouraged by college to bring industry sponsorship or collaboration for development of R&D facilities like laboratories, research centers, Post graduate and under graduate students project, mini projects, case studies etc. subject to non-profitable use of such facilities.
- 2.2 In case industry / Institute / Research organization approach the competent faculty directly for sponsorship or collaboration, he / she should prepare and submit the feasibility report of such work / program through the parent department to the chairman for consideration and subsequent approval.
The feasibility report will include plan of execution, use of administrative and infrastructure facilities available in the college and cost / benefit report
- 2.3 Chairman is authorized to accept /reject the proposal submitted by industry or institute for industry Sponsorship or collaboration, based on feasibility report prepared by the competent faculty and duly submitted through proper channel for consideration and approval.
- 2.4 In all the cases, chairman will be the final authority to accept / reject the proposal industry Sponsorship or collaboration, with due consultation with managing trust.
- 2.5 In case, the industry Sponsorship for collaboration is accepted by the chairman, principal will appoint competent faculty as a "Project Coordinator (PC)" for the same.
- 2.6 PC and the funding agency will prepare MoU and get it signed by the both parties. (i.e. NMIET and the funding agency)
- 2.7 Depending upon the nature and content of work, PC will form a team for execution of the plan of the industry Sponsorship for collaboration.



- 2.8 PC and the team will perform these activities in addition to their academic assignments allotted to them by the department and the additional responsibilities allotted to them by the college. Looking at the amount of the work, Principal will be final authority to offload the teaching and other workload of the concern staff.
- 2.9 The facilities developed through such industry / research organization Sponsorship or collaboration shall be the property of NMIET for its further academic and research use.
- 2.10 Any revenue generated through the use of such facilities will be shared in accordance with the policy specified in MoU / Contract.
- 2.11 For any financial assistance received from organization like DST, AICTE, University, Govt. of Maharashtra etc., the stipulated guidelines will be followed for the use of facilities created, distribution of revenue generation if any by making use of such facility and other related aspects.

3.0 POLICY FOR DISTRIBUTION OF CHARGES FOR CONDUCTING PRACTICAL SESSIONS, PRACTICAL EXAMINATIONS OF OTHER COLLEGES IN OUR LABORATORIES

In view of our various departments having equipped laboratories as per the SPPU syllabus guidelines and requirements, we would be allowing the use of our laboratories for conducting practical sessions, Practical examination of other colleges, on such requests received from other colleges and subject to the precautions that such sharing of laboratory facility will not affect the routine schedule of our own institute students and faculty.

The charges per student will depend upon the type of Experiment and facilities required. It would be the discretion of respective HOD and concerned staff and would not be less than Rs. 200/- per experiment per student for two hour duration.

The revenue distribution of charges would be as follows :

Sr. No.	Beneficiary	Share of percentage (%)
A	Institute	60
B	Department - 35% and Admin. Office - 5% (details mentioned below)	40

B-I	Department Including	(35)
	a) HOD + Dept Admin	5
	b) Teacher	20



	c)	Laboratory assistant	5
	d)	Laboratory attendant / peon	5
B-II	Admin. Office Including		(5)
	a)	Principal	2
	b)	Admin Office staff	3

4.0 POLICY ON AWARD / PRIZES FOR MERITORIOUS STUDENTS

4.1 Academic awards : University Toppers

Sr. No.	Rank	Award
1	1 st Rank	(Fees wave off Rs. 21000/-) + Trophy + Certificate.
2	University Rank holders overall 1 to 10 ranks declared by SPPU	(Fees wave off Rs. 21000/-) + Trophy + Certificate.
3	Department wise University Topper 1 to 10	(Fees wave off Rs. 11000/-) + Trophy + Certificate.

4.2 Academic awards : College Toppers

Sr. No.	Class	Topper	Award
1	FE- All Branch combined	I	(Fees wave off Rs.3,000/-) + Certificate.
		II	(Fees wave off Rs.2,500/-) + Certificate.
2	SE/TE/BE –Branch wise (Comp/IT/ETC/Mech)	I	(Fees wave off Rs.3,000/-) + Certificate.

4.3 Research Contribution Award : paper publication/ Presentations :

Sr. No.	Category	Award
1	Indexed International Journals as Listed (IEEE, SCI/Scopus/UGC)	50% of publication fees or Rs. 2500/- , whichever is less.
2	Best paper award in reputed International Conference	Reimbursement of registration fees or Rs. 5,000/-, whichever is less for first author.

4.4 Patent Filing

80% of patent filing fees or Rs. 25000/- , whichever is less. (NMIET should be applicant)



4.5 Extracurricular / Co-curricular activities

Sr. No.	Activity	Award
1	Sports : Individual selection in SPPU team at state level	Fees wave off Rs.5,000/- + Memento + Certificate
2	Sports : Individual selection in SPPU team at national level	Fees wave off Rs.10,000/- + Memento + Certificate
3	Cultural : First position in renowned cultural events (Purushottam Karandak, Firodiya Equivalent)	Fees wave off Rs.10,000/- + Memento + Certificate
4	Co-curricular : First position in SAE BAJA, ROBOCON, AVSHKAR or equivalent	Fees wave off Rs.10,000/- + Memento + Certificate

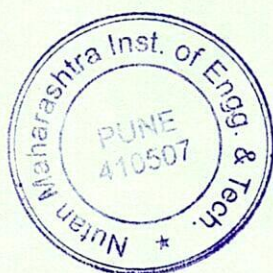
4.6 Best student of the department award Memento + Certificate

5.0 POLICY FOR ACADEMIC AND ADMIN STAFF FOR PAPER PUBLICATIONS

Sr. No.	Activity	T.A. & Leave	Proposed Policy
1	Publications in SCI / SCIE journals	NA	<p>SCI / SCIE journals - Maximum financial support to the extent.</p> <p>Case 1) Rs. 40000 shall be admissible, once in year to first author only if and only if college affiliation is reflected in paper and all authors belongs to NMIET</p> <p>Case 2) Rs. 30000 shall be admissible, once in year to second author if and only if college affiliation is reflected in paper and other authors may belongs to other institute</p> <p>Case 3) Rs 10000 shall be admissible, once in year to third author if and only if college affiliation is reflected in paper and other authors may belongs to other institute</p> <p>Case 4) Rs. 5000 shall be admissible, once in year to fourth</p>



			author if and only if college affiliation is reflected in paper and other authors may belongs to other institute
2	Publications in Scopus / Web of Science journals	NA	<p>Scopus / Web of Science journals - Maximum financial support to the extent.</p> <p>Case 1) Rs. 20000 shall be admissible, once in year to first author only if and only if college affiliation is reflected in paper and all authors belongs to NMIET</p> <p>Case 2) Rs. 10000 shall be admissible, once in year to Second author if and only if college affiliation is reflected in paper and other authors may belongs to other institute</p> <p>Case 3) Rs 5000 shall be admissible, once in year to Third author if and only if college affiliation is reflected in paper and other authors may belongs to other institute</p> <p>Case 4) Rs. 3000 shall be admissible, once in year to fourth author if and only if college affiliation is reflected in paper and other authors may belongs to other institute</p>
3	Paper presentation in international conference (abroad)	Two ways train / bus / air fare by shortest route. D.A. as per applicable to the grade of pay, as per SPPU rules or at actual whichever is lower. Duty leave (One	100% of Registration fee Total expenses restricted to Rs. 50,000/- to the first author only (for not more than 1 times / year), provided such presentation shall lead to paper publication fulfilling NBA / NAAC / NIRF requirements and shall be reflected in SCI / SCIE / IEEE / Scopus / Web of Science database / proceedings / journals.



		day before + one day after + conference days) shall be admissible	
4	Paper presentation in international conference in India	Two ways train / bus / air fare by shortest route. D.A. as per applicable to the grade of pay, as per SPPU rules or at actual whichever is lower. Duty leave (One day before + one day after + conference days) shall be admissible	100% Registration fee (for not more than 2. times / year) provided, such presentation shall lead to paper publication fulfilling NBA / NAAC / NIRF requirements and shall be reflected in SCI / SCIE / IEEE / Scopus / Web of Science database / proceedings / journals.
5	Paper presentation in international conference at NMIET	NA	100% of registration fees.
6	Paper presentation in National conference	Duty leave (One day before + one day after + conference days) shall be admissible	NA
7	Attending STTP / FDP / Workshop (Other than SPPU Syllabus Orientation)	Only Duty leave shall be admissible	Minimum one week programs-financial support of 50% registration fees, restricted up to Rs. 2000/-, once a year.
8	SPPU Syllabus Orientation Workshops	Duty leave & T.A. shall be admissible.	100% of registration fees and traveling for FOW (Faculty Orientation workshop)



9	NPTEL / SWAYAM / MOOCs certification courses (Equivalent to 12/8/4 weeks)	NA	Case 1) Certificate exam results- 'ELITE + GOLD' 100% reimbursement of exam fees
			Case 2) Certificate exam results- 'GOLD' 70% reimbursement of exam fees
10	Student chapter membership of professional bodies (IEEE / ISTE / IE etc.)	TA and Duty leave for faculty coordinator in case of physical visits to center if necessary.	100% of membership fees of Student chapter's faculty/ board of faculties for minimum eligibility for body formation.

Limits on Participation:

- 1 To safe guard smooth working in the institute, staff members shall be permitted to attend such programs not more than two times per year (excluding point no. 5). The above policies are the guidelines and to avail the benefit of above policies faculty member have to take prior permission of HOD and Principal and chairman.
- 2 Funding will be provided to only faculties in department in a year.
- 3 In exceptional circumstances, relaxing the limits on expenses and durations shall be at the discretion of chairman.
- 4 In case of grant received from SPPU, UGC, AICTE the stipulated guidelines will be followed for the same

6.0 POLICY ON SPONSORSHIP FOR HIGHER STUDIES (PH.D. PROGRAMS)

6.1 For full time Ph.D. Program

- 6.1.1 Chairman on behalf of management is authorized to accept/ reject the proposal submitted by faculty member for the sponsorship for Ph.D. program at reputed like IITs, IISc, NITs, state government universities etc. based on the merit, GATE Score, relevance, requirements and usefulness to the participant and the institute as well.
- 6.1.2 At any given instance of time maximum five faculty members (preferably one from each distinct department) will be permitted to avail this facility based on seniority, performance, time and need basis.



- 6.1.3 The faculty members who are served NMIET for more than 2 years are only eligible to submit the proposals for the sponsorship for full time Ph.D.
- 6.1.4 Leave for maximum of three years could be granted for completion of Ph.D. research work. However during leave period the faculty member will have to report to college once in three months on a working day and will have to submit progress report to the principal at the every semester till the award of degree.
- 6.1.5 50% of salary during the leave period (for maximum period of 3 years) will be paid regularly to the sponsored candidate every month, and he/she has to sign a bond of 5 years for working with NMIET after completion of Ph.D. work.
- 6.1.6 Balanced accumulated 50% of salary payment will be made to the sponsored candidate after completion of three year of service with NMIET after award of Ph.D. Degree.
- 6.1.7 The bond value will be equal to the three month salary (at the time of leaving institute, in case of leaving) plus the total salary paid during the leave period with 15% interest on the salary amount paid plus 50% of the salary for total remaining bond period for which the faculty will not be serving the institute as per bond period.
- 6.1.8 The faculty permitted to avail this facility will have to complete the Ph.D. program within stipulated time period of three year. If the status of the Ph.D. work (after 3 years) needs further time. The said work must be completed latest within next one year. However no extension of leave of absence for this period shall be considered.
The faculty member will have to take the academic load with other responsibilities assigned by higher authorities after resuming to duties at NMIET on completion of three year leave of absence for Ph.D.
- 6.1.9 In case the Ph.D. work is not completed within 5 years (from the date of admission) further increments and other benefits shall be stopped till award of the Ph.D. degree. Faculty designated as Associate Professor/ Professor without Ph.D. (if any) shall be put in assistant professor scale with effect from date mentioned in. In case, thesis is already submitted within 5 years, one year extension shall be considered.



- 6.1.10 The faculty will abide by rule and regulation of NMIET during the period, in case of any discrepancy; the management of NMIET reserves all rights to take necessary disciplinary action as deemed fit. Under any unforeseen circumstances / legal issues arising will be handled within jurisdiction of Pune.
- 6.1.11 The Management of NMIET reserves all rights to cancel the leave and call back the faculty member to resume duties at any point of time in case such emergency in the interest of the institute arises.
- 6.1.12 Considering the policy for full time, part time (with six month course work), and part time (without six months course work) maximum 20% of the total faculty of the department will be permitted at a time.

6.2 For Part time Ph.D. Program

6.2.1 In case course work leave needed for six months

- 6.2.1.1 Chairman on behalf of management is authorized to accept / reject the proposal submitted by faculty member for the sponsorship for Ph.D. program at reputed like IITs, IISc, NITs, state government universities etc. based on the merit / GATE Score, relevance, requirements and usefulness to the participant and the institute as well.
- 6.2.1.2 At any given instance of time maximum two faculty members per department will be permitted avail this facility based on seniority, performance, time and need basis. However if need arises for permitting the senior faculty member for such studies, such proposal may be consider on the merit and requirement of the department. The decision of the chairman and principal in consultation with head of department will be final.
- 6.2.1.3 The faculty members, who has served NMIET for more than 2 years are only eligible to submit the proposals for the sponsorship for part time Ph.D.
- 6.2.1.4 Leave for maximum of one month / 2 days per month / 24 days or 12+12 days at once for completion of course work could be granted after which the faculty has to resume duties at NMIET. He / she will have to submit progress report to the principal at the every semester till the award of degree.



- 6.2.1.5 50% of salary during the leave period will be paid regularly to the sponsored candidate every month, and he / she has to sign a bond of two years for working with NMIET after completion of Ph.D. program.
Balanced accumulated 50% of salary payment will be made to the sponsored candidate after completion of two year of service with NMIET after award of Ph.D. Degree.
- 6.2.1.6 The bond value will be equal to the three month salary (at the time of leaving institute, in case of leaving) plus the total salary paid during the leave period with 15% interest on the salary amount paid plus 50% of the salary for total remaining bond period for which the faculty will not be serving the institute as per bond period.
- 6.2.1.7 The faculty member will have to take the academic load with other responsibilities assigned by higher authorities from time to time during the period of Ph.D.
- 6.2.1.8 The faculty permitted to avail this facility will have to complete the Ph.D., within stipulated three year time frame. If the status of the Ph.D. work (after three year) needs further time. The said work must be completed latest within next two year. However no extension of leave of absence for this period shall be considered.
- 6.2.1.9 In case the Ph.D. work is not completed within 5 years (from the date of admission) further increments and other benefits shall be stopped till award of the Ph.D. degree. Faculty designated as Associate Professor / Professor without Ph.D. (if any) shall be put in assistant professor scale with effect from date mentioned in. In case, thesis is already submitted within 5 years, one year extension shall be considered.
- 6.2.1.10 The faculty will abide by rule and regulation of NMIET during the period, in case of any discrepancy; the management of NMIET reserves all rights to take necessary disciplinary action as deemed fit. Under any unforeseen circumstances / legal issues arising will be handled within jurisdiction of Pune.
- 6.2.1.11 Considering the policy for full time, part time (with six month course work), and part time (without six months course work) maximum 20% of the total faculty of the department will be permitted at a time



6.2.2 In case course work leave for six months is not needed.

- 6.2.2.1 Chairman on behalf of management is authorized to accept / reject the proposal submitted by faculty member for the sponsorship for Ph.D. program at reputed like IITs, IISc, NITs, state government universities etc. based on the merit/Gate score, relevance, requirements and usefulness to the participant and the institute as well.
- 6.2.2.2 At any given instance of time maximum two faculty members per department will be permitted avail this facility based on seniority, performance, time and need basis. However if need arises for permitting the senior faculty member for such studies, such proposal may be consider on the merit and requirement of the department. The decision of the chairman and principal in consultation with head of department will be final.
- 6.2.2.3 The faculty members who have served NMIET for more than 2 years are only eligible to submit the proposals for the sponsorship for part time Ph.D.
- 6.2.2.4 Leave for maximum of one month (not exceeding 15 days at a time and not more than twice a year in non instructional period) will be permitted based on time and need basis by the principal during period of Ph.D. research work. However the faculty member will have to submit progress report to the principal at the end of every Semester till award of degree.
- 6.2.2.5 The faculty has to sign a bond of two years for working with NMIET after award of Ph.D. Degree.
- 6.2.2.6 The bond value will be equal to the three month salary (at the time of leaving institute, in case of leaving) plus 50% of the salary for total remaining bond period for which the faculty will not be serving the institute as per bond period.
- 6.2.2.7 In case of multiple applications for leave from the same department for the duration, the sanctioning would be at principal's discretion based on seniority, performance, time and need basis on the recommendation of head of department.
- 6.2.2.8 The faculty member will have to take the academic load with other responsibilities assigned by higher authorities from time to time during the period of Ph.D.



- 6.2.2.9 The faculty permitted to avail this facility will have to complete the Ph.D. within stipulated three year time frame. If the status of the Ph.D. work (after three year) needs further time. The said work must be completed latest within next two year. However no extension of leave of absence for this period shall be considered.
- 6.2.2.10 The faculty will abide by rule and regulation of NMIET during the period, in case of any discrepancy; the management of NMIET reserves all rights to take necessary disciplinary action as deemed fit. Under any unforeseen circumstances / legal issues arising will be handled within jurisdiction of Pune.
- 6.2.2.11 Considering the policy for full time, part time (with six month course work), and part time (without six months course work) maximum 20% of the total faculty of the department will be permitted at a time
- 6.2.3 In case of complete Part time Ph.D. course.**
- 6.2.3.1 Chairman on behalf of management is authorized to accept / reject the proposal submitted by faculty member for the sponsorship for Ph.D. program at reputed like IITs, IISc, NITs, state government universities etc. based on the merit / GATE Score, relevance, requirements and usefulness to the participant and the institute as well.
- 6.2.3.2 At any given instance of time maximum two faculty members per department will be permitted avail this facility based on seniority, performance, time and need basis. However if need arises for permitting the senior faculty member for such studies, such proposal may be consider on the merit and requirement of the department. The decision of the chairman, principal in consultation with head of department will be final.
- 6.2.3.3 The faculty members, who has served NMIET for more than 2 years are only eligible to submit the proposals for the sponsorship for part time Ph.D.
- 6.2.3.4 Leave for maximum of one month / 2 days per month / 24 days or 12+12 days at once for completion of course work could be granted after which the faculty has to resume duties at NMIET. He/she will have to submit progress report to the principal at the every semester till the award of degree.



- 6.2.3.5 After course work for Leave for maximum of one month (not exceeding 15 days at a time and not more than twice a year in non instructional period) will be permitted for further Ph.D. course. However the faculty member will have to submit progress report to the principal at the end of every Semester till award of degree.
- 6.2.3.6 50% of salary during the leave period will be paid regularly to the sponsored candidate every month, and he / she has to sign a bond of three years for working with NMIET after completion of Ph.D. program.
Balanced accumulated 50% of salary payment will be made to the sponsored candidate after completion of two year of service with NMIET after award of Ph.D. Degree.
- 6.2.3.7 The bond value will be equal to the three month salary (at the time of leaving institute, in case of leaving) plus the total salary paid during the leave period with 15% interest on the salary amount paid plus 50% of the salary for total remaining bond period for which the faculty will not be serving the institute as per bond period.
- 6.2.3.8 The faculty member will have to take the academic load with other responsibilities assigned by higher authorities from time to time during the period of Ph.D.
- 6.2.3.9 In case the Ph.D. work is not completed within 5 years (from the date of admission) further increments and other benefits shall be stopped till award of the Ph.D. degree. Faculty designated as Associate Professor/ Professor without Ph.D. (if any) shall be put in assistant professor scale with effect from date mentioned in. In case, thesis is already submitted within 5 years, one year extension shall be considered.
- 6.2.3.10 The faculty will abide by rule and regulation of NMIET during the period, in case of any discrepancy; the management of NMIET reserves all rights to take necessary disciplinary action as deemed fit. Under any unforeseen circumstances /legal issues arising will be handled within jurisdiction of Pune.
- 6.2.3.11 Considering the policy for full time, part time maximum 20% of the total faculty of the department will be permitted at a time.



7.0 POLICY ON SPONSORSHIP FOR HIGHER STUDIES (POST DOCTORAL RESEARCH PROGRAMS)

- 7.1 Chairman on behalf of Management is authorized to accept / reject the proposal submitted by faculty member for the sponsorship for Post Doctoral Research Programs at reputed institute like IITs, IISc, NITs etc. based on the merit, relevance, requirement and usefulness to the participant and the institute as well
- 7.2 At any given instance of the timed maximum one from each distinct department will be permitted to avail this facility based on seniority, performance, time and need basis.
- 7.3 The faculty members who are served NMIET for more than 3 years are only eligible to submit the proposals for the sponsorship for full time Post Doctoral Research Program.
- 7.4 Leave for maximum of two years could be granted for completion of Post Doctoral Research Program. However during leave period the faculty member will have to report to college once in six months on a working day and will have to submit progress report to the principal at the every semester till the award of degree.
- 7.5 50% of salary during the leave period (for maximum period of two years) will be paid regularly to the sponsored candidate every month if stipend is not given by external body/ research center. Faculty has to sign a bond of three years for working with NMIET after completion of Post Doctoral Research Program.
- 7.6 Balanced accumulated 50% of salary payment will be made to the sponsored candidate after completion of two year of service with NMIET after award of Post Doctoral Research Program.
- 7.7 The bond value will be equal to the three month salary (at the time of leaving institute, in case of leaving) plus the total salary paid during the leave period with 15% interest on the salary amount paid plus 50% of the salary for total remaining bond period for which the faculty will not be serving the institute as per bond period.
- 7.8 The faculty permitted to avail this facility will have to complete the Post Doctoral Research Program within stipulated time period of two year. If the status of the Post Doctoral Research Program (after two years) needs further time. The said work must be completed latest within next one year. However no extension of leave of absence for this period shall be considered.



The faculty member will have to take the academic load with other responsibilities assigned by higher authorities after resuming to duties at NMIET on completion of two year leave of absence for Post Doctoral Research Program.

- 7.9 In case the Ph.D. work is not completed within five years (from the date of admission) further increments and other benefits shall be stopped till award of the Post Doctoral Research Program degree.
- 7.10 The faculty will abide by rule and regulation of NMIET during the period, in case of any discrepancy; the management of NMIET reserves all rights to take necessary disciplinary action as deemed fit. Under any unforeseen circumstances / legal issues arising will be handled within jurisdiction of Pune.
- 7.11 The Management of NMIET reserves all rights to cancel the leave and call back the faculty member to resume duties at any point of time in case such emergency in the interest of the institute arises.

8.0 POLICY FOR 'INTELLECTUAL PROPERTY (IP)'

8.1 Ownership

8.1.1 NMIET Ownership

- 1 Intellectual Property of any kind created by Faculty, Students, Staff Project, Staff Visitor and others, such as Trainees from other institutes, participating in NMIET program or using NMIET fund or facilities, are owned by NMIET when either of following applies.
 - a) The intellectual property was created with the significant use of funds or facilities administered by NMIET.
 - b) Intellectual Property was created as a part of the
 - i) Normal Professional duty or
 - ii) Work on Join Ventures
 - c) Intellectual Property was created in the course of or pursuant to a sponsored/ consultancy research agreement with NMIET. In such cases, specific provisions related to IP made in contracts governing such activity will determine the ownership of IP.
 - d) The Intellectual Property was created as part of Academic research and training leading towards a Degree or otherwise



- 2 All copyrights, including copyrighted software will be owned by NMIET when it is created as a part of any of the academic program of NMIET or created pursuant to a written agreement with NMIET providing for transfer of copyright or ownership to NMIET. More specifically.
 - a) NMIET will be the owner of the copyright on all teaching materials created by NMIET and non NMIET personnel for external agencies, Institutions and industry under the continuing education and distance education programs of NMIET. However, the authors will have the right to use the material for their teaching and research activities.
 - b) NMIET will not claim ownership of copyright on books and scientific articles authored by NMIET personnel. However NMIET will have the copyright if books and reports have been created using fund specifically provided for this purpose by NMIET.

8.1.2 Inventor /Author Ownership

- 1 Inventor /Author will own intellectual property when –
 - a) None of the situation defined above for NMIET ownership of intellectual property applies.
 - b) It is created outside their assigned / normal area of research /teaching, for example, popular novels, poems, compositions, or other work of artistic imagination, without the use of significant institute resource.
- 2 Students will own copyright on thesis / Dissertation created as a part of their academic programs. However the student must grant to NMIET royalty – free permission to reproduce and distribute copies for teaching and research as well as for dissemination for teaching and research to its own students and other academic institutions.
- 3 Ownership of software code, patentable subject matter and other intellectual property contained in the thesis / reports are subject to conditions specified under NMIET – ownership and inventor / Author ownership.



8.1.3 Third Party Ownership

- 1 Ownership of Intellectual property resulting from :
 - a) Funds provided partially or fully by a third – party to NMIET will be governed by specific provisions in the contract between the third- party and NMIET.
 - b) Exchange Programs between NMIET and other Institutions will be governed by specific provisions in the contract between the third-party and NMIET
- 2 In case of all IP produced at NMIET, NMIET shall retain a non-exclusive, free, irrevocable License to copy / use IP for teaching and research activities, consistent with confidentiality Arguments where ever entered by NMIET.
- 3 In case where IP is created by NMIET personnel, fully or as a part of the team during deputation, official leave, or sabbatical, the concerned NMIET personnel should officially communicate the IP to NMIET. If the IP involves ideas / software developed, fully or in part, using significant institute resources, then the IP will also be owned by NMIET fully or partially, as the case may be.

8.2 For selected patents recommended by HOD, principal and chairman, the expenses will be beared by institute

- 1 Registration fee - as applicable
- 2 Examination fees - as applicable
- 3 Attorney fees - as applicable

8.3 Disclosures, confidentiality and assignment of right

- 8.3.1 For sponsored and / or collaborative work the provisions of the contract pertaining to disclosure of IP are applied.
- 8.3.2 For all other IP produced at NMIET, the inventors will be required to disclose their IP to the "Intellectual Property Evaluation Committee (IPEC)' at the earliest date using an 'Intellectual Property Disclosure Form (IPDF)'.
It will be mandatory for the students to submit an IPDF, countersigned by their Supervisor(s) at the time of filling their B.Tech. / B.E. Report, M.Tech. / M.E. Dissertations and Ph.D. Thesis.



- 8.3.3 Co-creation of IP shall need sign of the inventor and principal and chairman at the time of disclosure and distribution of IP earning agreement; which shall specify the percentage distribution of earnings from IP to each co-inventor. The inventors may at any time by mutual consent revise the distribution of IP earning agreement.
- 8.3.4 The inventor shall assign the rights of the disclosed IP to NMIET before leaving the institute and will agree to the terms and conditions for the sharing of any financial benefits received by the institute by commercialization of such IP.
- 8.3.5 Having made the disclosure, the inventors, both NMIET and non NMIET personnel, shall maintain confidentiality of the IP during the period it is pending with NMIET for the assessment of the possibility of commercialization and protection of IP, unless authorized in by NMIET.

8.4 Evaluation of Intellectual property.

- 8.4.1 Evaluation of Intellectual property will be done by the Intellectual Property Evaluation Committee (IPEC). Principal will be the chairman and Dean (R&D) of NMIET will be the member Secretary of IPEC. Principal will nominate at least three faculty members with expertise or familiarity /experience in areas related with IP.
- 8.4.2 Evaluation of IP means :
- a) Assigning Ownership of IP.
 - b) Determining whether an IP is innovative and fit for filling in India and foreign countries.
 - c) Determining whether the IP has a reasonable chance for commercialization.
- 8.4.3 After evaluation of IP, if NMIET decide not to take the responsibility for the protection of IP, then it will assign all the rights of the IP to the inventors.
- 8.4.4 Even in such case, as in (3), NMIET make take the responsibility of facilitating protection of the IP on case by case basis.
- 8.4.5 A decision on the annual renewal of IP rights will be taken by IPEC, if NMIET decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the "Inventors".



8.5 Contracts and Agreements

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

- 1 Allegiance, affirmation and confidentiality agreement.
- 2 Evaluation Agreement.
- 3 License Agreement.
- 4 Technology Transfer.
- 5 Alternative dispute resolution agreement.
- 6 Classified Information Non-Disclosure (specific) Agreement

The dean (R&D), with specific approval of the principal and chairman, will be the authorized signatory in all categories of Agreements listed above.

8.6 Commercialization

- 8.6.1 NMIET shall market the IP and identical Licensee(s) for the IP to which it (i) has ownership and (ii) for which rights have been assigned to it
- 8.6.2 For the IP where Exclusive rights have not already been assigned to a third party, the creators may also contact Potential Licensee(s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is no affected.
- 8.6.3 If NMIET is not able to commercialize the IP in a reasonable time then the inventor (s) may approach NMIET for assignment of rights of the invention (s) to them.

8.7 Revenue Sharing

- 8.7.1 The net earnings from the commercialization of IP owned by NMIET would be shared as 70% to the inventor and 30% to NMIET.
- 8.7.2 It is suggested that amount Q be initially fixed at Rs. 10 lakhs. The creator(s) share would be declared annually and disbursement will be made to the creator(s), their legal heir, whether or not the creators are associated with NMIET at the time of disbursement.
- 8.7.3 The legal document mentioning above will be signed by all the parties.



8.8 Infringements, Damages, Liability and Indemnity Insurance

8.8.1 As a matter of policy, NMIET shall, in any contract between the licensee and NMIET, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgrading and debugging obligation.

8.8.2 NMIET shall also ensure that NMIET personal have an indemnity clause built – into the agreements with licensee(s) with transferring Technology or copyrighted material to licensees.

8.8.3 NMIET shall retain the right to engage or not in any litigation concerning patents and License infringements.

8.9 Conflict of interest

The investor(s) is required to disclose any conflict of interest or potential conflict of interest. If the investor(s) and / or their immediate family have stake in licensee or potential licensee company then they are required to disclose the stake they and / or their immediate family have in the company. Under these circumstances, it must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on inventor(s) Teaching, Research and may other institutional responsibilities.

8.10 Dispute Resolution

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

8.11 Jurisdiction

As a policy, all agreements to be signed by NMIET will have the jurisdiction of the courts in Pune and shall be governed by appropriate laws in India.

8.12 Amendments in IP policy

Amendments to the policy required if any will be incorporated with the recommendation of IPEC and subsequent approval from principal.

8.13 Approval from governing body

Principal will seek approval from governing body for this policy, subsequent amendments to the policy and decision taken in this regards.



Nomenclature

- 1 **IP** Intellectual property
- 2 **NMIET** Nutan Maharashtra Institute of Engineering and Technology
- 3 **IPEC** Intellectual Property Evaluation committee
- 4 **IPDF** Intellectual Property Disclosure Form
- 5 **PC** Program Coordinator

Glossary

- 1 "Principal" means the Principal of Nutan Maharashtra Institute of Engineering and Technology, Pune.
- 2 "Chairman" means Chairman Executive Committee Nutan Maharashtra Vidya Prasarak Mandal.
- 3 "Dean R&D" means the Dean Research & Development of Nutan Maharashtra Institute of Engineering and Technology, Pune.
- 4 "Author" means Faculty, students, staff or visiting faculty who has / have written or created a creative work.
- 5 "Confidential information" is information not in public domain and declared confidential by parties such as in a MoU / Agreement that has been signed by the parties
- 6 "Copyright" means the exclusive right granted by law for a certain period of time to an author to reproduce, print, publish and sale copies of his or her creative work. Copyright protection is available for most literary, musical, Dramatic, and other type of creative work, including software, Teaching materials, Multimedia work, Proposals, and research reports.
- 7 "Creators" are person who have produced any original work.
- 8 "Intellectual contribution" means Original Technical or Artistic Contributions.
- 9 "Intellectual Property" includes but is not limited to copyrights and copyrightable materials, Patented and patentable inventions, Tangible research results, Trademarks, Service marks and trade Secrets



Shri. Rajesh Mhaske
Executive Chairman
NMVPM Trust

